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# City of Grand Island



## Tuesday, March 10, 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 - Pastor Tim Kilstrom, Spirit of Life Church, 2304 Marcon Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item E-1

**Public Hearing on Request from Arturo and Claudia Nunez for a Conditional Use Permit for Construction of a Second Home located at 2108 E. Stolley Park Road**

*Council action will take place under Request and Referrals item H-1.*

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig Lewis, Building Department Director

**Meeting:** March 10, 2020

**Subject:** Request of Arturo & Claudia Nunez for Approval of a Conditional Use Permit to Allow for the Construction of a New Single Family Dwelling while Occupying the Existing Dwelling at 2108 E. Stolley Park Road

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This request is for approval of a conditional use permit to allow for the construction of a new single family dwelling while continuing to utilize the existing dwelling on the site. The property is currently zoned TA Transitional Agriculture, and is approximately 5 acres in size.

City code provides that only one principal building shall be permitted on one zoning lot. Section 36-89 provides for temporary buildings and uses for periods not exceeding two years in undeveloped areas, as permitted conditional uses approved by the City Council.

## **Discussion**

To facilitate this request City Council approval of a temporary use is necessary. Approval will allow the owners to utilize the existing dwelling during construction of a new single family dwelling and allow the Building Department to issue a building permit for the new dwelling while the existing dwelling remains during the construction process. After the new dwelling is completed and a certificate of occupancy issued the existing dwelling is proposed to be converted to an accessory storage building. The proposed construction is anticipated to take 6 months to one year to complete and allowing 60 to 90 days to renovate the existing dwelling an expiration date for the conditional use permit appears reasonable for March 10, 2022 or within 90 days after a certificate of occupancy is issued for the new dwelling.

## **Alternatives**

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

1. Approve the request for the conditional use permit finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

### **Recommendation**

Approve the request for a temporary use allowing a building permit to be issued and two principal buildings on the site for the time specified.

### **Sample Motion**

Move to approve the request to allow construction of a single family dwelling with the existing dwelling to remain until March 10, 2022 or until 90 days after a certificate of occupancy is issued for the new dwelling, whichever occurs first.

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: Building 2nd home on site
2. The owner(s) of the described property is/are: Arturo: Claudia Nuñez
3. The legal description of the property is: Wash TWP PT E 1/2 SE 1/4 SW 1/4 23-11-95 AC
4. The address of the property is: 2108 E Stolley Park Rd
5. The zoning classification of the property is: AG
6. Existing improvements on the property is: Single family home, Misc Utility Buildings
7. The duration of the proposed use is: Indefinite
8. Plans for construction of permanent facility is: Single Family Home
9. The character of the immediate neighborhood is: Rural Acreage Homes, Farm
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We will be constructing a new single family home on the site where a single family home already exists. The existing single family home will be used as a storage building for the future.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

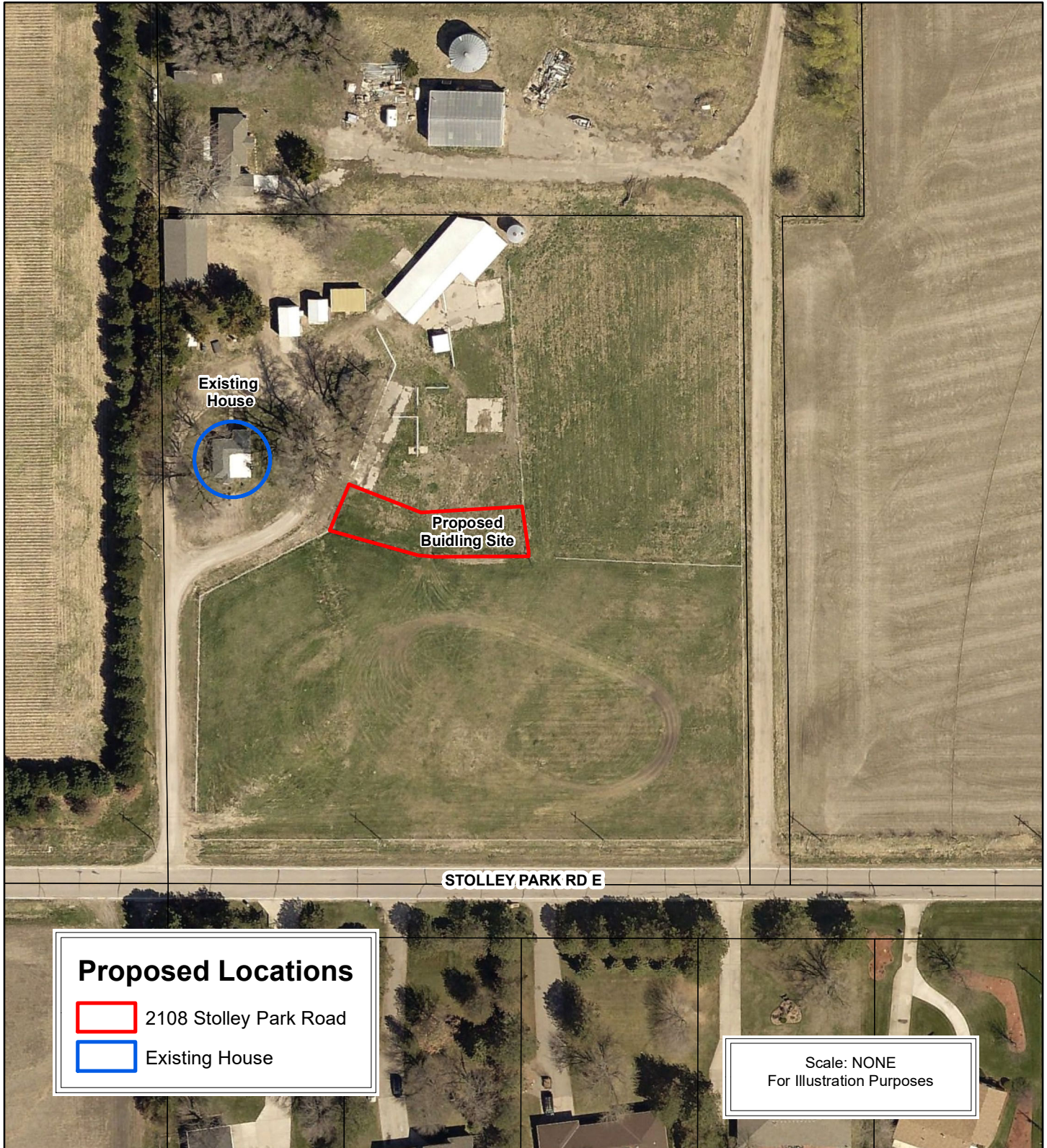
2-12-2020  
Date  
308-383-1900  
Phone Number

Claudia Nuñez  
Owners(s)  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**

# Conditional Use Permit Application: 2108 Stolley Park Road E

## Arturo & Claudia Nunez



Conditional Use Permit Application: Arturo & Claudia Nunez  
Presenter: Craig Lewis, Building Department Director  
Grand Island City Council: March 10, 2020



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item F-1

**#9764 - Consideration of Amendments to Chapter 32 of the Grand Island City Code Relative to Streets and Sidewalks**

Staff Contact: John Collins

# **Council Agenda Memo**

**From:** John Collins PE, Public Works Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** March 10, 2020

**Subject:** Consideration of Amendments to Chapter 32 of the Grand Island City Code Relative to Streets and Sidewalks

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

## **Background**

On August 27, 2019, via Resolution No. 2019-267, City Council approved a cost share sidewalk repair program for single family residential properties to improve pedestrian safety and continue efforts to comply with applicable law. With the approval \$25,000.00 was appropriated from within the Public Works FY 2019/2020 budget to initiate development of such cost share program as proposed by the Public Works Director.

Suggested additions to Chapter 32 of the City Code have been drafted for City Council consideration and are attached for reference.

## **Discussion**

The Sidewalk Assistance Program will address the repair of broken and/or ADA deficient sidewalks and construct segments of sidewalk to fill in the network along streets within the City of Grand Island.

The following items are addressed in the attachment and will allow for inclusion of the Sidewalk Assistance Program within City Code Chapter 32.

- Purpose
- Eligible Properties
- Reimbursement Rate
- Reimbursement Fund
- Homestead Exemptions
- Reimbursement Request
- Prioritization of Work

## **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 32 of the Grand Island City Code.

## **Sample Motion**

Move to approve the changes to Chapter 32 of the Grand Island City Code.

RESOLUTION 2019-267

WHEREAS, various residential sidewalks found within the City are inadequate, defective, or do not comply with required standards established by the Americans with Disabilities Act; and

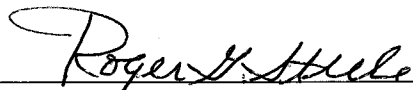
WHEREAS, a cost share sidewalk repair program for single family residential properties should be established by the City to improve pedestrian safety and continue efforts to comply with applicable law; and

WHEREAS, \$25,000.00 should be appropriated from within the Public Works FY2019-20 budget to initiate development of such cost share program as proposed by the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that \$25,000.00 be appropriated from within the Public Works FY2019-20 budget to initiate development of a cost share sidewalk repair program for single family residential properties as proposed by the Public Works Director.

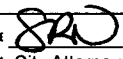
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Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

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

Attest:

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

Approved as to Form	
August 26, 2019	City Attorney

## ORDINANCE NO. 9764

An ordinance to amend Chapter 32 of Grand Island City Code; to add Sections 32-86 thru 32-92; 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 X. Sidewalk Assistance Program**

#### **§32-86. Purpose.**

The Sidewalk Assistance Program is established to repair displaced, broken, and/or ADA deficient sidewalks in the public right of way and to construct segments of sidewalks to fill in the network along streets within the City of Grand Island. The City shall be responsible for installation and repair of ADA-compliant corner ramps.

#### **§32-87. Eligible Properties.**

Eligible properties for assistance are limited to existing owner-occupied single family dwellings. Sites located upon or adjacent to new developments and/or new construction shall not be eligible for this program.

#### **§32-88. Reimbursement Rate.**

Owners of eligible properties may be eligible for reimbursement funds at a rate equal to fifty percent (50%) of the amount the City would pay for the same or similar work based upon recent bids obtained by the City. The rate will be published yearly by the City Public Works Director.

#### **§32-89. Reimbursement Fund.**

The yearly funding for the Sidewalk Assistance Program shall be set by the Grand Island City Council as part of the yearly budget. Reimbursement for eligible properties shall only be available up to the amount budgeted for the fiscal year. No reimbursements will be made after the budgeted amount has been expended for the fiscal year.

#### **§32-90. Homestead Exemptions.**

Properties with a valid Homestead Exemption approved by the Nebraska Department of Revenue may be eligible for up to one hundred percent (100%) reimbursement.

Approved as to Form <u>          </u> March 5, 2020 <input type="checkbox"/> City Attorney
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ORDINANCE NO. 9764 (Cont.)

**§32-91. Reimbursement Request.**

Property owners shall request reimbursement under this program prior to any work being done. Requests shall be made to the Public Works Department for the City of Grand Island on a form provided by the City.

After submittal of the request, the Public Works Director, or designee, will inspect the site and determine what work is needed. Only work deemed needed by the City will be eligible for reimbursement. The Public Works Director, or designee, will inspect the work as it progresses and assess the work upon completion. Only work completed and approved by the Public Works Director shall be eligible for reimbursement.

**§32-92. Prioritization of Work.**

The Public Works Director shall have sole discretion for prioritization of work under this program so as to optimize the effectiveness of this program. Work shall be handled in the order it is identified except that the Public Works Director may give higher priority to sidewalks based upon condition and/or pedestrian traffic volume or character.

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: March 10, 2020.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 10, 2020**

**Council Session**

## **Item G-1**

### **Approving Minutes of February 25, 2020 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 25, 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 February 25, 2020. Notice of the meeting was given in *The Grand Island Independent* on February 19, 2020.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Jeremy Jones, Mark Stelk, Jason Conley, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, and Chuck Haase. 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 Adam Brock, Stolley Park Church of Christ, 2822 West Stolley Park Road followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from B & D Management, Inc. dba Bunkhouse Sports Bar and Grill, 3568 W. Old Hwy 30 for a Catering Designation to Class "C-78875" Liquor License. City Clerk RaNae Edwards reported that an application for a Catering Designation to Class "C-78875" Liquor License had been received from B & D Management, Inc. dba Bunkhouse Sports Bar and Grill, 3568 W. Old Hwy 30. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 10, 2020; notice to the general public of date, time, and place of hearing published on February 15, 2020; notice to the applicant of date, time, and place of hearing mailed on February 10, 2020. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Hooker Bros. Sand & Gravel for a Conditional Use Permit for a Sand & Gravel Operation located at 3895 S. Locust Street. Building Director Craig Lewis reported that a permit was approved on June 23, 2009 and a renewal on May 28, 2019 for a ten year period for the continued operation on the adjoining property at 3947 S. Locust Street. This request was a continuation to the east of the existing operation and was expected to continue to operate after the closing of the original site. Staff recommended approval. Jeff Hooker, 3615 Palomino Place spoke in support. Adam Clausen, 5719 So. Hwy. 281 and Kenny Clausen, 3050 W. Gunther Road spoke of concerns with the drainage. No further public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Manning- 3999 W Capital Avenue). Public Works Director John Collins reported that a public utility easement was needed to accommodate the roadway improvements along North Road. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Manning- 3999 W Capital Avenue). Public Works Director John Collins reported that Public right-of-way was needed to accommodate intersection improvements for the North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Motion by Paulick, second by Stelk to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 11, 2020 City Council Regular Meeting.

Approving Minutes of February 18, 2020 City Council Study Session.

Approving Appointments of Bennett Chamness, Chris Kotulak, Tammy Slater, Brandi Bosselman, Bob Bledsoe, Dave Staab and Danny Oberg to Fonner Park Business Improvement District.

Approving Appointments of Gene McCloud, Rhonda Saalfeld, Dan Naranjo, Trish Curran, Claudia Fredricks and Andy Gdowski to South Locust Business Improvement District.

#2020-43 - Approving Request from B & D Management, Inc. dba Bunkhouse Sports Bar and Grill, 3568 W. Old Hwy 30 for a Catering Designation to Class "C-78875" Liquor License.

#2020-44 - Approving Keno Satellite Location and Agreement for Dani Enterprises, Inc. dba Sluggers, 707 West Anna Street.

#2020-45 - Approving Final Plat and Subdivision Agreement for Copper Creek Estates Fifteenth Subdivision. It was noted that Guarantee Group, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Copper Creek Estates Fifteenth Subdivision located south of Old Potash Highway and east of Engleman Road for the purpose of creating 32 lots on 9.242 acres.

#2020-46 - Approving Final Plat and Subdivision Agreement for TDM Subdivision. It was noted that Dennis Mcquillen, owner, had submitted the Final Plat and Subdivision Agreement for TDM Subdivision located south of 7<sup>th</sup> Street and west of Kimball Avenue for the purpose of creating 2 lots on 0.199 acres.

#2020-47 - Approving Change of Street Names in Cooper Creek Rodney Leon Subdivision.

#2020-48 - Approving Bid Award - Water Main Project 2020-W-2 - Greenwich Street from Fonner to Phoenix and Water Main Project 2020-W-3 - State Street from Webb Road to Hancock with Myers Construction, Inc. of Broken Bow, Nebraska in an Amount of \$734,775.12.

#2020-49 - Approving Substation Transformer Maintenance with Transfluid Services of Houston, Texas in an Amount of \$261,762.50.

#2020-50 - Approving Acquisition of Public Utility Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Manning- 3999 W Capital Avenue).

#2020-51 - Approving Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Manning- 3999 W Capital Avenue).

#2020-52 - Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Manning- 3999 W Capital Avenue).

#2020-53 - Approving Purchase of Personal Protective Equipment for Fire Department from NPPGov/CoPro Emergency Fire Products of Eastlake, Colorado in an Amount of \$28,984.32.

REQUESTS AND REFERRALS:

Consideration of Approving Request from Hooker Bros. Sand & Gravel for a Conditional Use Permit for a Sand & Gravel Operation located at 3895 S. Locust Street. This item relates to the aforementioned Public Hearings. Public Works Director John Collins explained the water issues from a previous request for a Conditional Use Permit which was approved last May. They had been meeting with the EDC, NRD and Hall County for improvements to the ditches.

Motion by Paulick, second by Minton to approve the request from Hooker Bros. Sand & Gravel.

After a lengthy discussion it was recommended that the Public Works Department meet with Hall County and the NRD to review the drainage issues in this area.

Motion by Haase, second by Minton to postpone this item to the March 24, 2020 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the payment of claims for the period of February 12, 2020 through February 25, 2020 for a total amount of \$4,151,223.27. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:01 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-2

**#2020-54 - Approving Platte Generating Station Coal Combustion  
Residual Groundwater Services Assessment of Corrective  
Measures - Task 10-300 and Task 13 with HDR Engineering**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** March 10, 2020

**Subject:** PGS- Coal Combustion Residual (CCR) Groundwater Services

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

## **Background**

On April 17, 2015, the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule became effective on October 19, 2015. In general, CCR compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment is required for the Platte Generating Station.

Platte Generating Station personnel reviewed the regulations and determined consulting services were needed to meet the CCR Rule compliance schedule. HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska.

## **Discussion**

On September 27, 2016 Council Approved HDR Engineering to complete Tasks 1-4 to include ground water sampling, review of the Ash land fill closure plan, Post-closure plan, and Run on/run off control system plan for a cost not to exceed \$86,290.00.

On September 24, 2019, Council approved HDR Engineering to complete Tasks 5-9 to include groundwater sampling, fugitive dust control, alternative source demonstration (ASD) investigation, statistical analysis reporting, and preparation of a conceptual site model of the hydrologic and hydro-geochemical setting of the PGS Ash Landfill including evaluation of the results of the model for a cost not to exceed \$189,960.00.

On October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and Run-Off Control System Plan for a cost not to exceed \$39,970.00.

On October 8, 2019, Task 11 was presented for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00.

On November 26, 2019, Council approved HDR Engineering to complete Task 12 to meet the next phase of the CCR Rule for finalizing the Assessment of Corrective Measures (ACM) and update the CCR Groundwater Certifications including the upgradient well MW-10, Task 12 for a cost not to exceed \$16,600.00.

The Nebraska Department of Environment and Energy (NDEE) began requesting ash disposal areas to incorporate the CCR Rule plans into their permit renewal and other plans, such as the Groundwater Sampling and Analysis Plan. Recent communication with NDEE has resulted in more requests for even further information, clarifications, descriptions and meetings requiring more services beyond the initial allowance. With the Federal CCR Rule, the NDEE is closely scrutinizing ash disposal areas permit renewals and trying to incorporate the CCR Rule impact into their regulatory understanding.

To ensure continued preparation and to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-On and Run-Off Control System, Task 10-300 is being presented and amended for a cost not to exceed \$14,860.00.

Task 13 is being presented for the CCR Groundwater Monitoring and Reporting, including semi-annual Groundwater Sampling for the first and second half of 2020, and the 2020 Spring and Fall Groundwater Reports. Task 13 is being presented for a cost not to exceed \$47,100.00.

To ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with these tasks. HDR is providing state-wide consistency across the state of Nebraska with the NDEE.

In accordance with City procurement code, plant staff recommends that the Council authorize HDR Engineering continue their services as the Consulting Engineer for the Platte Generating Station CCR requirements.

### **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council authorize HDR, Inc., of Omaha, Nebraska, to provide Engineering services to meet the Coal Combustion Residuals Program CCR Groundwater Field Sampling and 2020 Annual Reporting for Platte Generating Station for a fee not to exceed \$47,100.00, and Title 132 Permit Renewal revisions for an additional fee not to exceed \$14,860.00.

## **Sample Motion**

Move to authorize HDR, Inc., of Omaha, Nebraska to provide Engineering Services for the Platte Generating Station 2020 CCR Groundwater Field Sampling and annual reporting requirements for a fee not to exceed \$47,100.00, and Title 132 Permit Renewal revisions not to exceed \$14,860.00.

**AMENDMENT NO. 1 to**  
**TASK ORDER 10 – PGS Ash Landfill Title 132 Permit Renewal**

**Amendment No. 1 to Agreement, City Purchase Order GIUD-435499**

This Amendment No. 1 to Task Order 10 includes the Additional Services to address and respond to NDEE comments, and such efforts will exceed the Task 10-300 allowance of \$5000 for NDEE Commenting (PO Line 3 on the City's Firm Purchase Order). The services provided in this Amendment are based on the initial comments, communications and meeting with NDEE, and the official NDEE comments dated February 6, 2020. This Amendment shall be governed by the Agreement.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

**Task 10-300 – Respond to NDEE Comments**

The activities completed and to be completed in responding to NDEE comments on the PGS Ash Landfill Title 132 permit renewal application and providing permit revisions include:

- Communications via email and telephone with NDEE and the City on NDEE's preliminary comments and scheduling conference call meeting with all parties. Meeting with City on January 17, 2020 to discuss options and approaches for resolution with NDEE comments.
- Prepared for and conducted conference call meeting with NDEE and City (January 22, 2020). Completed the meeting minutes of the conference call meeting, including definitions and other clarifications for NDEE. The minutes provide a starting point for revised text and drawings of the Title 132 permit renewal. Submitted minutes to NDEE and the City.
- Review NDEE official comments letter dated February 6, 2020.
- Based on January 2020 meeting minutes and the NDEE comment letter, we anticipate the following areas of the permit will be revised:
  - Permit Renewal Application: Section 1.2 – clarify disposal capacity, Section 3.2 – update run-on and run-off control description, Section 4.6 – expand descriptions of salvage operations and storage stockpiles along with maximum storage stockpile, Section 4.9 – update surface water requirements to coordinate with revisions to run-off control. Other sections to review and coordinate with revisions include Section 4.13 Phase Development and 4.15 Sample Inspection Form.
  - Appendix A: Run-on/Run-off Control System Plan – update hydraulic calculations for North Detention Basin culvert, add calculations for pumping, develop further description of run-off controls, and prepare site figure showing locations of pump, piping, culverts and discharge area. Add description of run-off control and perimeter ditches for when elevations of ash make it necessary to start placing ash in sump area (contingency run-off plan).
  - Appendix C: Groundwater Sampling & Analysis Plan – update Section 5.4 to reflect lab reporting.
  - Appendix H: Permit Drawings – revise drawings, add stormwater drawing and renumber.
    - Title Sheet – update list of drawings.
    - Drawing 01C102 CCR Grading Plan - add notes, locations of pump/piping, gauge post, flow arrows, and cross-sections cuts through graded sump area.
    - New Drawing 01C103 showing PGS site, North Detention Basin, pump/piping locations, and flow direction.
    - Drawing 01C104 Closure Contours – show flow arrows on perimeter ditches and move capping details to this sheet.
    - Drawing 01C105 Cross-Sections – add two new cross-sections with CCR sump grading, 25-year/24-hour storm run-off collection level.

- If necessary, conduct a conference call meeting with NDEE and City after receipt and review of official comment letter to the Title 132 permit renewal application. This meeting will discuss any of the written comments still needing to be resolved or clarified with NDEE prior to completing final revisions to the permit documents.
- Provide drafts of revised permit pages, figure and drawings to City for review. Incorporate City's review comments and finalize.
- Prepare response letter and submit revised permit pages and drawings to NDEE.

During this same time period, Ms. Stacey Stricker with the NDEE provided a second round of comments on the Nature and Extent Report for the PGS Ash Landfill (received in email dated January 28, 2020). The comments mostly relate to desired wording and statements in specific locations of the report. HDR will respond and revise the Nature and Extent Report to address these comments. Efforts will include:

- Revising, compiling, printing and mailing an updated Nature and Extent Report to NDEE.
- Preparing a submittal letter that summarizes the responses to comments.

#### **Task Deliverables:**

- Conference call meeting minutes.
- Draft individual permit application pages and drawings that are affected by NDEE's comments transmitted electronically for City review.
- Response Letter to NDEE and final revised permit replacement pages and drawings (NDEE – 5 copies; City – 1 hard copy, 1 electronic copy).
- Revised Nature & Extent Report (NDEE – 1 hard copy; City – electronic copy).

**Planned Meetings:** One conference call meeting with NDEE and City in January 2020. An additional conference call meeting with NDEE is budgeted in the amended allowance to resolve potential issues with the official NDEE comments in February 2020.

#### **Key Understandings:**

1. From the discussions and meeting minutes of the January 22, 2020 conference call with NDEE and the City, NDEE will not further change the permit application beyond the revisions agreed to in the meeting minutes and the comment letter dated February 6, 2020. A copy of meeting minutes is attached.
2. No changes to the CCR Fugitive Dust Control Plan, Closure Plan, Post-Closure Plan, financial assurance cost estimates, CQA Plan and Appendices I through N.
3. Meeting minutes and drafts will be transmitted electronically. The individual changed pages and drawings will be transmitted electronically to the City for review.
4. Provide copies of only the revised pages and drawings to the Title 132 Permit Renewal Application for the PGS Ash Landfill.
5. Based on the preliminary comments, meeting with NDEE and comment letter, the allowance under this Task 10-300 is increased to \$19,860. If efforts to respond to NDEE comments do not utilize this entire amended allowance, fee will only be invoiced for the required services.
6. NDEE will not have any further comments on the revised Title 132 permit renewal or revised Nature & Extent Report. If NDEE does issue another round of comments on the revised submittals, HDR will respond to such comments upon City approval of additional services.
7. Public notice of the permit renewal may lead to NDEE holding a public hearing. If a public hearing is scheduled, HDR can attend and provide City assistance upon approval of additional services.

#### **Task Schedule:**

Amendment Approval	Upon execution
NDEE Review Comments	February 6, 2020
Responses Submittal	by March 11, 2020
NDEE Public Notice*	mid-March 2020

\*Updated NDEE review timeline; timeline may vary from this anticipated schedule.

# **PART 5.0 PAYMENTS TO ENGINEER:**

The following table was developed to show the adjustment in fee as a result of the changes to the Task Order 10 scope of services as described in this Amendment No. 1.

- The estimated adjustment to fee for the Additional Services provided under amended Task 10-300 is \$14,860.

Upon execution, this Amendment shall supplement the Firm Purchase Order GIUD-435499 as it pertains to the Task Order 10 for CCR Landfill Title 132 Permit Renewal for PGS.

Amended Total Task 10-300 Allowance	\$ 19,860
<u>Less, Original Task 10-300 Allowance</u>	<u>\$ 5,000</u>
<b>Amendment No. 1 Fee Adjustment</b>	<b>\$ 14,860</b>
 <b>Original Contract Fee</b>	 <b>\$ 39,970</b>
<b>Amended Contract Fee (Amendment No. 1)</b>	<b>\$ 54,830</b>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GRAND ISLAND, NE

"OWNER"

BY: \_\_\_\_\_

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

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

BY:  \_\_\_\_\_

NAME: Matthew B. Tondl

TITLE: Senior Vice President

ADDRESS: 1917 S. 67<sup>th</sup> Street  
Omaha, NE 68106

### **TASK ORDER 13**

This Task Order pertains to an Agreement by and between the City of Grand Island, NE (CITY), ("OWNER"), and HDR Engineering, Inc. (HDR), ("ENGINEER"), per the January 5, 2018 Master Services Agreement, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 13

PROJECT NAME: **CCR 2020 Groundwater Monitoring & Reporting**

#### **PART 1.0 PROJECT DESCRIPTION:**

The intent of the Scope of Services is to conduct the 2020 annual groundwater sampling, statistical analysis, and reporting required by the Federal CCR Rule and the Nebraska Department of Environment and Energy (NDEE) Title 132 permit, for the Ash Landfill (CCR unit) at the Platte Generating Station (PGS). Statistically Significant Increases (SSIs) were detected for boron at MW-3 during verification sampling completed July 31, 2018. An Alternate Source Determination (ASD) evaluation was conducted for the published SSI (dated November 14, 2018) at which point an additional upgradient monitoring well (MW-10) and nine downgradient delineation wells (MW-11 through MW-19) were installed. The ASD evaluation, submitted in the 2018 annual report, confirmed the SSI for the PGS Ash Landfill based on the data available to date. As a result, the City initiated an assessment monitoring program, as required in the CCR Rule, for the PGS Ash Landfill within the 90-day period specified in 40 CFR §257.95. In accordance with 40 CFR §257.95(b), the PGS Ash Landfill monitoring network was analyzed for Appendix IV constituents on January 23, 2019. A subsequent sampling event was completed on April 24, 2019 as part of the spring 2019 semiannual sampling event in accordance with 40 CFR §257.95(d).

As a result of entering the assessment monitoring program, groundwater protection standards (GWPS) were established for all Appendix IV constituents. During the spring 2019 semiannual sampling event, a statistically significant level (SSL) above the GWPS for cobalt was detected in monitoring well MW-3. The City conducted an ASD (dated October 31, 2019) which included statistical re-analysis of BTVs with the inclusion of upgradient monitoring well MW-10 and analysis of stormwater samples from within the landfill. Results of the ASD evaluation indicated the cobalt concentrations at MW-3 are partially due to spatial variation of naturally existing concentrations, potential upgradient source, and natural cobalt bound to the soil matrix into the surrounding grassland area. Activities associated with corrective action measures and monitoring requirements of the CCR Rule and NDEE Title 132 in response to the detected SSL at MW-3 will continue under separate Task Order(s). In 2020, all wells in the CCR groundwater monitoring network and all delineation wells will be sampled semiannually, in accordance with the assessment monitoring program requirements (40 CFR §257.95).

The scope of services proposed herein continues HDR's groundwater monitoring and reporting program to complete the 2020 semiannual groundwater sampling, annual groundwater statistical analysis, and reporting required by the Federal CCR Rule and the NDEE Title 132 permit, for the PGS Ash Landfill. The groundwater reporting will follow the current CCR sampling and analysis plan and the certified well network. Our understanding of task objectives, activities, deliverables, key assumptions, and approaches that HDR will use to complete the work is described below.

#### **PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

Services to be performed by HDR will include the following activities:

##### **Task 100 – Groundwater Field Sampling**

1. HDR will conduct groundwater sampling for the analysis of CCR Rule Appendix III & Appendix IV constituents at the existing CCR Unit. Groundwater sampling will include two (2) separate sampling events (anticipated to occur in April 2020 and October 2020). During each sampling event, CCR network monitoring wells and delineation wells will be sampled for a total of: 19 monitoring wells, 2

duplicate samples, and 1 field blank sample. This will result in a total of 22 samples analyzed each semiannual sampling event. The spring sampling event is anticipated to take two (2) field personnel one (1) field day to complete and the fall sampling event is anticipated to take one (1) field personnel two (2) field days to complete, and will include the following activities:

- Contact City one to two weeks in advance to schedule the event, discuss site access and other matters that need to be addressed and coordinate with the laboratory for sample container delivery.
- Complete internal quality control review with field sampling team. Review will include list of supplies/equipment, Health and Safety Plan, the current Groundwater Sampling and Analysis Plan (SAP), and field procedures.
- Collect the sample bottles, coolers, and field equipment required. Set up rental for groundwater pump and water quality meter. Purchase necessary disposable tubing and sampling supplies. Review sample bottles and equipment to assure adequate materials are available for the sampling activities.
- At each well planned for monitoring, the protective casings, well caps, ID labels, and locks will be inspected for integrity. Deficiencies will be documented and reported to the City.
- Collection of static water level and bottom of well casing measurements from each of the monitoring wells being sampled.
- Field measurements of temperature, pH, specific conductivity, turbidity, dissolved oxygen, and oxidation-reduction potential will be collected during purging of each well. Purging and sampling data will be recorded using a groundwater sampling data form. The form will be completed for each well.
- All groundwater samples will be shipped to laboratory for analyses.
- The parameters to be included in the analyses are Appendix III (Detection Monitoring constituents) and Appendix IV (Assessment Monitoring constituents) of the federal CCR Rule at each monitoring well.
- Upon receipt of the lab data, HDR will review the data and update the facility's database of groundwater parameters analyzed during the sampling event.

**Task Deliverables:**

- None anticipated

**Planned Meetings:** None anticipated.

**Key Understandings:**

1. Groundwater sampling will be completed by HDR personnel with a current water well monitoring technician (WWMT) license.

**Anticipated Task Schedule:**

Anticipated Notice to Proceed  
1<sup>st</sup> Sampling Event  
2<sup>nd</sup> Sampling Event

March 25, 2020  
April 15, 2020  
October 15, 2020

**Task 200 – 2020 Spring Reporting**

**Objective:**

Evaluate groundwater monitoring data collected during the first 2020 semiannual sampling event in accordance with 40 CFR §257.96(b) to determine if the PGS Ash Landfill has additional statistically significant levels (SSLs) above the Groundwater Protection Standards (GWPS).

**HDR Activities:**

HDR will analyze the existing CCR monitoring well data collected as part of the Assessment Monitoring program and additional data collected during the first 2020 semiannual sampling event at the PGS Ash Landfill. Analysis of the data will include the following activities:

1. Upon receiving the laboratory analytical results for the spring 2020 semiannual Assessment Monitoring event, HDR will summarize the sampling event and perform statistical analysis of the groundwater data

in accordance with the facility's most recent Groundwater SAP and Statistical Method Certification for inclusion in:

- NDEE Title 132 Semiannual Groundwater Monitoring Report.
  - CCR Rule notification letter, if necessary, to be placed in the operating record and on the owner or operator's publicly accessible internet site. The notification letter will be developed, as required by the Federal CCR Rule, if a statistically significant level (SSL) above the groundwater protection standards (GWPS) is detected during the April 2020 sampling event for any Appendix IV constituents at the certified groundwater monitoring system for the PGS Ash Landfill. The CCR Rule requires an Annual Groundwater Monitoring & Corrective Action Report; therefore, a CCR report will not be completed for the spring 2020 sampling event. A technical memorandum with the results of the statistical analysis will be provided to the City and will be included in the Annual CCR Report.
2. HDR will complete a draft of the NDEE Title 132 Semiannual Groundwater Monitoring Report and provide to the City for review and comment. Comments will be incorporated into the report and final copy will be provided to the City for placement in their operating record (not to be posted to the facility's publicly accessible internet site). The Title 132 Semiannual Groundwater Monitoring Report must be submitted to NDEE (by HDR on behalf of the City; unless otherwise requested) no later than August 1, 2020.
  3. HDR will provide copies of notification letters required by the CCR Rule. Notification letters will be prepared in accordance with 40 CFR §257.106. Notifications may include, but are not limited to: notification identifying constituents in CCR Rule Appendix IV that were detected statistically above the GWPS; notification of an ASD evaluation; and notification to the NDEE of placement of information in the operating record and on the publicly accessible website.
  4. HDR will develop a groundwater contour map for the spring 2020 sampling event to be included in the Title 132 Semiannual Groundwater Monitoring Report. Groundwater contours will include groundwater flow direction and an estimated flow velocity.

#### **Anticipated Meetings and Site Visits:**

It is anticipated that one (1) conference call will be held with the City and HDR to discuss results of the spring 2020 groundwater sampling event, and comments on the draft Title 132 Semiannual Groundwater Monitoring Report.

#### **Task Deliverables:**

- Draft Title 132 Semiannual Groundwater Monitoring Report for the City to review, submitted electronically.
- Final Title 132 Semiannual Groundwater Monitoring Report (one (1) electronic copy to the City and one (1) paper copy to NDEE).
- Notification letter(s), if necessary, to be placed on City's letterhead (for placement in the facility's operating record and publicly accessible internet site).

#### **Key Understandings and Assumptions:**

1. Groundwater sampling will be completed by HDR personnel (see Task 100).
2. HDR will use the SANITAS<sup>™</sup> software package, by Sanitas Technologies, Inc., to provide the statistical analysis. Software renewal fees will be required for 2020 and have been included in this Agreement.
3. The NDEE Title 132 Semiannual Groundwater Monitoring Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. Report will be provided in electronic format to the City. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested). HDR will submit the paper copy of the Report to NDEE no later than August 1, 2020.
4. In the event notification letter(s) are required by the federal CCR Rule to be posted to the operator's publicly accessible internet site, the draft notification letter will be provided in electronic format to the City. The City will place the notification on the City's letterhead prior to placement in operating record and posting.

5. Pending the results of the spring 2020 groundwater sampling event and statistical analysis, verification sampling and reporting may be required. This Task Order 13 does not include verification sampling. If necessary, an amendment to the scope and fee will be submitted to the City.
6. The scope of this work does not include an ASD or reporting requirements specified under the Corrective Action Monitoring Program in the Federal CCR Rule and the NDEE Title 132 program. In the event a formal ASD or Corrective Action Monitoring reporting is required, an amendment to the scope and fee will be provided to the City.

## **Task 300 – 2020 Fall Reporting**

### **Objective:**

Evaluate groundwater monitoring data collected during the second 2020 semiannual sampling event in accordance with 40 CFR §257.96(b) to determine if the PGS Ash Landfill has additional statistically significant levels (SSLs) above the Groundwater Protection Standards (GWPS).

### **HDR Activities:**

HDR will analyze the existing CCR monitoring well data collected as part of the second 2020 semiannual sampling event at the PGS Ash Landfill. Analysis of the data will include the following activities:

1. Upon receiving the analytical results for the fall 2020 semiannual groundwater monitoring event, HDR will summarize the sampling event and perform statistical analysis of the groundwater data in accordance with the facility's most recent Groundwater SAP and Statistical Method Certification for inclusion in:
  - the Annual Groundwater Monitoring & Corrective Action Report, as required by the Federal CCR Rule; and the
  - NDEE Title 132 Semiannual Groundwater Monitoring Report.
2. HDR will complete a draft of the Annual Groundwater Monitoring & Corrective Action Report and provide to the City for review and comment. Comments will be incorporated into the report and final copy will be provided to the City for placement in the operating record and on the facility's publicly accessible internet site. The Annual Groundwater Monitoring & Corrective Action Report must be placed in the facility's operating record no later than January 31, 2021. The Annual Groundwater Monitoring & Corrective Action Report must be posted to the facility's publicly accessible internet site no later than 30 days after placement in the operating record (March 2, 2021; if placed in record on January 31, 2021).
3. HDR will complete a draft of the NDEE Title 132 Groundwater Monitoring Report and provide to the City for review and comment. Comments will be incorporated into the report and final electronic copy will be provided to the City. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested). HDR will submit the paper copy of the Report to NDEE no later than February 1, 2021.
4. HDR will provide copies of notification letters required by the CCR Rule. Notification letters will be prepared in accordance with 40 CFR §257.106. Notifications may include, but are not limited to: notification identifying constituents in CCR Rule Appendix IV that were detected statistically above the GWPS, and notification to the State Director of placement of information in the operating record and on the public website.
5. HDR will develop a groundwater contour map for the fall 2020 sampling event to be included in the Title 132 Semiannual Groundwater Monitoring Report. Groundwater contours will include groundwater flow direction and an estimated flow velocity.
6. Pending the results of the fall 2020 groundwater sampling event and statistical analysis, verification sampling and reporting may be required. This Task Order 13 does not include verification sampling. If necessary, an amendment to the scope and fee will be submitted to the City.

### **Anticipated Meetings and Site Visits:**

It is anticipated that one (1) conference call will be held with the City and HDR to discuss results of the fall 2020 groundwater sampling event, and the City's comments on the draft Title 132 Semiannual Groundwater Monitoring Report and the CCR Annual Groundwater Monitoring & Corrective Action Report.

### **Task Deliverables:**

- Draft Title 132 Semiannual Groundwater Monitoring Report for the City's review, submitted electronically.
- Final Title 132 Semiannual Groundwater Monitoring Report (one (1) electronic copy to the City and one (1) paper copy to NDEE).
- Draft CCR Annual Groundwater Monitoring & Corrective Action Report for the City's review, submitted electronically.
- Final CCR Annual Groundwater Monitoring & Corrective Action Report (one (1) electronic copy to the City).
- Notification letter(s), if necessary, to be placed on City's letterhead (for placement in the facility's operating record and publicly accessible internet site).

### **Key Understandings and Assumptions:**

1. Groundwater sampling will be completed by HDR personnel (see Task 100).
2. The NDEE Title 132 Semiannual Groundwater Monitoring Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. Report will be provided in electronic format. HDR will submit the paper copy report to NDEE on behalf of the City (unless otherwise requested). HDR will submit the copy of the Report to NDEE no later than February 1, 2021.
3. In the event notification letter(s) are required by the federal CCR Rule to be posted to the operator's publicly accessible internet site, the draft notification letter will be provided in electronic format to the City. The City will place the notification on City's letterhead prior to placement in facility operating record and posting.
4. The Annual Groundwater Monitoring & Corrective Action Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The City will place in their operating record the final version of the Annual Groundwater Monitoring & Corrective Action Report no later than January 31, 2021.
5. The City will post the final version of the Annual Groundwater Monitoring & Corrective Action Report to the facility's publicly accessible internet site no later than 30 days after placement in the operating record.
6. This Task Order 13 does not include verification sampling following the fall 2020 sampling results. If necessary, an amendment to the scope and fee will be submitted to the City for verification sampling of groundwater.
7. The scope of this work does not include an ASD or reporting requirements specified under the Corrective Action Monitoring Program in the Federal CCR Rule and the NDEE Title 132 program. In the event a formal ASD or Corrective Action Monitoring reporting is required, an amendment to the scope and fee will be provided to the City.

### **PART 3.0 OWNER'S RESPONSIBILITIES:**

1. City will provide access to the site related to the PGS Ash Landfill.
2. City will place reports and documents in the facility operating record.
3. City will post the 2020 Annual Groundwater Monitoring & Corrective Action Report on their CCR website within 30 days of placing report in the facility operating record (deadline for placement in operating record is January 31, 2021).

4. City will place draft notification on City letterhead, finalize, and sign and submit notification to NDEE that the 2020 Annual Groundwater Monitoring & Corrective Action Report was placed in operating record and posted to the CCR website.

#### PART 4.0 PERIODS OF SERVICE:

Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule outlined below is proposed by HDR based on anticipated approval of this proposal by March 25, 2020.

CCR 2020 Groundwater Monitoring & Reporting	Start Date	End Date
Contract Award	March 2020	March 2020
<b>Task 100 – Groundwater Sampling</b>		
1 <sup>st</sup> Semi-Annual Groundwater Sampling Event (completed by HDR)	April 2020	April 2020
2nd Semi-Annual Groundwater Sampling Event (completed by HDR)	October 2020	October 2020
<b>Task 200 - 2020 Spring Reporting</b>		
Statistical Analysis & Draft Title 132 Groundwater Report to City	June 2020	June 2020
Final Title 132 Groundwater Report to NDEE	June 2020	June 2020
HDR to Submit to NDEE	No later than August 1, 2020	
Notification Letter(s), as necessary	TBD	TBD
<b>Task 200 - Fall 2020 Reporting</b>		
Statistical Analysis & Draft Title 132 & CCR Annual Groundwater Reports to City	Nov. 2020	Nov. 2020
Final Title 132 & CCR Annual Groundwater Reports to City	Dec. 2020	Dec. 2020
City to place CCR Annual Report in Operating Record	No later than January 31, 2021	
HDR to submit Title 132 Report to NDEE	No later than February 1, 2021	
Notification Letter(s), as necessary	TBD	TBD

#### PART 5.0 PAYMENTS TO ENGINEER:

Compensation for these Services shall be on a per diem basis with an agreed maximum amount of Forty-Seven Thousand One Hundred dollars (\$47,100). The following table contains a breakdown of the estimated fee by task for this project.

Task Description		Estimated Total Fee
Task 100	Groundwater Field Sampling (2 Events)	\$25,900
Task 200	2020 Spring Reporting	\$9,000
Task 300	2020 Fall Reporting	\$12,200
<b>TOTALS</b>		<b>\$47,100</b>

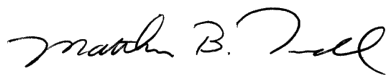
Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of 3.2 to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, meals, equipment rental and field supplies, subconsultants, subcontractors, technology charge, telephone, telex, shipping and express, and other incurred expenses.

HDR will add ten percent (10%) to invoices received by HDR from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses. Pace Analytical® is the contracted subcontractor for laboratory services.

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

<p>CITY OF GRAND ISLAND, NE</p> <hr/> <p>"OWNER"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>ADDRESS: _____</p> <hr/>	<p>HDR ENGINEERING, INC.</p> <hr/> <p>"ENGINEER"</p> <p>BY: </p> <hr/> <p>NAME: Matthew B. Tondl</p> <hr/> <p>TITLE: Senior Vice President</p> <hr/> <p>ADDRESS: 1917 S 67<sup>th</sup> St</p> <hr/> <p>Omaha, NE 68106</p> <hr/>
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## RESOLUTION 2020-54

WHEREAS, the U.S. Environmental Protection Agency's Rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA) became effective on October 19, 2015; and

WHEREAS, personal at the Platte Generating Station reviewed the regulations and determined consulting services were needed to meet the CCR Rule Compliance schedule, and HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska; and

WHEREAS, on September 27, 2016 Council approved HDR Engineering to complete task 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/run-off Control System Plan for a cost not to exceed \$86,290.00, and

WHEREAS, on September 24, 2019 Council approved HDR Engineering to complete Tasks #5-9 to allow compliance with the CCR Rule in an amount not to exceed \$189,960.00; and

WHEREAS, on October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and Run-Off Control System Plant at a cost not to exceed \$39,970.00; and Task 11 for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00; and

WHEREAS, on November 26, 2019, Council approved HDR Engineering to completed Task 12, upgradient Well MW-11, for a cost not to exceed \$16,660.00; and

WHEREAS, to ensure continued preparation and to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-on and Run-off Control System, Task 10-300, it is recommended that HDR Engineering continue with these tasks. Task 10-300 is being presented for a cost not to exceed \$14,860.00.

WHEREAS, Task 13 for the CCR Groundwater Monitoring and Reporting would include semi-annual Groundwater Sampling for the first and second half of 2020, and the 2020 Spring and Fall Groundwater Reports for a cost not to exceed \$47,100.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Task 10-300 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$14,860.00, and Task 13 to include semi-annual Groundwater Sampling and Reports for a cost not to exceed \$47,100.00.

- - -

Approved as to Form	by _____
March 5, 2020	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-3

**#2020-55 - Approving Change Order #1 - Burdick Station  
Demolition Engineering Services for Asbestos Abatement Removal  
with Black & Veatch**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** March 10, 2020

**Subject:** Change Order #1 – Burdick Station Demolition -  
Engineering Services (Asbestos Abatement Removal)

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

## **Background**

The Burdick Generating Station consists of three steam units, three gas turbines and the City water control system operations. In 2016, Steam Units #1 and #2 were removed and are no longer a part of the Grand Island utility generation. In 2017, Steam Unit #3 was decommissioned. The large structure that housed the units is expensive to maintain and contains hazardous materials. Utility staff recommended retaining an engineering firm to help develop a demolition plan for the existing structure and future black start generation development plans for the Burdick Generating Station gas turbine.

The specification was issued for bid and the contract was awarded by Council to Black & Veatch Corporation in an amount not to exceed \$698,985.00 on May 14, 2019 per Resolution 2019-156.

## **Discussion**

Based on a pre-demolition asbestos survey, several locations were identified as asbestos containing materials. The original plan was to have the asbestos abatement as part of the demolition. After evaluating the schedule and cost to have the abatement be part of the demolition, it was determined that a separate contract for the abatement would be more cost effective if done prior to the demolition. Black & Veatch Corporation will prepare a technical performance specification for the removal of asbestos containing materials. This work is beyond the original scope of work.

Black & Veatch Corporation will prepare the detailed specification at the standard rates in the original contract, at an additional cost not to exceed \$13,000.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends authorizing Change Order #1 with Black & Veatch Corporation for the Burdick Station Demolition-Engineering Services for the Asbestos Abatement Removal for an addition to the contract price of not-to-exceed \$13,000.00 for a total contract price of \$ 711,985.00.

## **Sample Motion**

Move to approve Change Order #1 from Black & Veatch Corporation in the amount not-to-exceed \$13,000.00 for the Burdick Station Demolition-Engineering Services for the Asbestos Abatement Removal.



Platte Generating Station  
1035 W. Wildwood Drive  
Grand Island, NE 68801  
308/385-5468

*Working Together for a  
Better Tomorrow. Today.*

**TO:** Black & Veatch Corporation  
8400 Ward Parkway  
PO Box 8405  
Kansas City, MO 64180-0258

**PROJECT:** Burdick Generating Station Demolition Engineering Services  
**CHANGE ORDER 1**

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

1 Additional payment per the attached spreadsheet.

ADD: \$13,000.00

The original Contract Sum	<u>\$698,985.00</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 13,000.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 711,985.00</u>

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

**APPROVED: CITY OF GRAND ISLAND**

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

Date \_\_\_\_\_

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

Approved as to Form, City Attorney

**ACCEPTED: Black & Veatch Corporation**

By: CTOR

Date 2-24-2020

~~Boiler Chemical Cleaning~~

Comments: Change Order 1 to C127713 Engineering Services Agreement in regards to Asbestos Abatement Removal

**Contract:**

**\$698,985.00**

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Abatement of Asbestos Materials for Burdick Steam Units 1-2-3	\$ 13,000.00
002	NOT-TO-EXCEED	
003		
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	Total	\$ 13,000.00

Change Order 1 to C127713  
ENGINEERING SERVICES AGREEMENT  
Between  
City of Grand Island  
And  
Black & Veatch Corporation  
**Asbestos Abatement Removal**

Pursuant to the terms and conditions of the General Engineering Services Agreement executed and made effective as of the 20<sup>th</sup> day of December, 2019, by and between City of Grand Island (“Owner”) and Black & Veatch Corporation (“Engineer”). Owner hereby requests, and Engineer agrees to perform the following Services for the compensation indicated below:

A. **Services:** Engineer will prepare a technical performance specification for the Abatement of Asbestos Materials for the Burdick Generating Station Steam Units 1, 2 and 3. The performance specification will define boundaries of the project and provide generalized scope description including applicable codes and standards; the means and methods will be up to the Contractor and not defined by the Engineer; the ultimate responsibility to identify and confirm all plant asbestos materials shall be the responsibility of the Contractor. Engineer will neither monitor the asbestos abatement nor have any on-site presence for this scope of work.

B. **Schedule:** Engineer will perform these Services within eight weeks of receiving Owner’s notice to proceed according to the following:

- Develop draft specification and issue for Owner review within five weeks;
- Incorporate Owner comments and provide bid issue specification within one (1) week after receipt of Owner comments.

C. **Compensation:** Compensation shall be on a time-and-material basis plus a one-time Executive Board Approval Fee of \$3,000.00 to be billed in the first invoice for these Services, with an estimated total cost not to exceed \$13,000.00 exclusive of travel expenses. All travel expenses including transportation, lodging and meals will be invoiced at cost, and all office expenses, communication (telephone, email, etc.), will be at \$9.00 per hour. The Schedule of Labor Rates is attached: Invoiced cost shall not exceed US\$13,000.00 plus travel expenses without Owner’s prior approval.

D. **Monthly Billing:** Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Engineer shall furnish Owner with an invoice covering the Services performed during the previous month and any interest due under this agreement. Payment will be due on the date that is 30 days after receipt of the invoice by Owner.

E. **Method of Payment:** Payments to be made to Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer’s most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

F. **Disputes:** In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of eighteen percent per annum, or the maximum amount allowed by law if eighteen percent is a violation of the law, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default of delay in payment of amounts due. In the event Engineer refers this Agreement to a third party for collection or enforcement of its terms, Engineer shall be entitled to reimbursement of all costs and expenses incurred, including a reasonable attorney's fee. In the event that Owner has an unpaid invoice over 50 days past due, Engineer may, in addition to all other remedies available at law and equity, terminate this Request for Services.

This Request for Services and the above-referenced Agreement constitute the complete understanding of the parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by Owner with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, this Change Order 1 to Request for Services is executed effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF GRAND ISLAND**

**BLACK & VEATCH CORPORATION**

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

By: CURTIS G BROWN

Name: \_\_\_\_\_

Name: CURTIS G BROWN

Title: \_\_\_\_\_

Title: ASSOCIATE VICE PRES

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

Date: 2-26-2020

This contract is in due form according to law and hereby approved.

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

Date \_\_\_\_\_

RESOLUTION 2020-55

WHEREAS, on May 14, 2019, per Resolution #2019-156, Council awarded the Contract for Engineering Services for the demolition plan for the Burdick Generating Station to Black & Veatch Corporation in an amount not to exceed \$698,985.00; and

WHEREAS, based on a pre-demolition asbestos survey, several locations were identified as asbestos containing materials and the original plan was to have the asbestos abatement as part of the demolition; and

WHEREAS after evaluating the schedule and cost to have the abatement be part of the demolition, it was determined that a separate contract for the asbestos abatement would be more cost effective if done prior to the demolition; and

WHEREAS, Black & Veatch Corporation will prepare a technical performance specification for the removal of asbestos containing materials, and this work is beyond the original scope of work; and

WHEREAS, the detailed specification at the standard rates in the original contract, this work will be an additional cost not to exceed \$13,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Black & Veatch Corporation in an amount not to exceed \$13,000.00, is hereby approved and the Mayor is authorized to sign the Change Order on behalf of the City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-4

**#2020-56 - Approving Request from St. Mary's Cathedral for  
Permission to Use City Streets and State Highway for the 2020  
Divine Mercy Sunday Procession**

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

# **Council Agenda Memo**

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

**Meeting:** March 10, 2020

**Subject:** Consideration of Approving Request from St. Mary's Cathedral for Permission to Use City Streets and State Highway for the 2020 Divine Mercy Sunday Procession

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

## **Background**

St. Mary's Cathedral has submitted a request to use both City streets and State highway for the Divine Mercy Sunday Procession, which is scheduled to take place on Sunday, April 19, 2020 from approximately 3:00pm to 4:30pm. St. Mary's Cathedral is seeking Council approval and notice to the Nebraska Department of Roads for the route of such event.

## **Discussion**

The Divine Mercy Sunday Procession will require the use of City streets, as well as crossing US Highway 30 (2<sup>nd</sup> Street). Please see the attached map for the route.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

St. Mary's Cathedral did submit the City's Public Event Application, which has been reviewed by the appropriate departments with no comments or issues noted for denial of such request.

## **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 St. Mary's Cathedral's route for the 2020 Division Mercy Sunday Procession and direct that the Nebraska Department of Roads be notified of this action.

### **Sample Motion**

Move to approve the resolution.



**BEGIN**  
BLESSED SACRAMENT  
CHURCH

ST. PAUL AVE

STATE ST

17TH ST

10TH ST

13TH ST

4TH ST

BROADWELL AVE

EDDY ST

SYCAMORE ST

6TH ST

LINCOLN AVE

2ND ST

WALNUT ST

OLD LINCOLN HWY

**END**  
SAINT MARY'S  
CATHEDRAL

DIVINE MERCY PROCESSION ROUTE

RESOLUTION 2020-56

WHEREAS, St. Mary's Cathedral has made application with the City of Grand Island to use City streets and State highway for the Divine Mercy Sunday Processions; and

WHEREAS, St. Mary's Cathedral has worked with the City in planning the procession route; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the Divine Mercy Sunday Procession to be held on April 19, 2020; and

WHEREAS, the route for the special event necessitates the usage of US Highway 30; crossing at Walnut Street, Grand Island, Nebraska; and

WHEREAS, the special event will be held on April 19, 2020, with the control of US Highway 30 at the intersection of Walnut Street being assumed by the City at 3:00pm on April 19, 2020 and ending at 4:30 pm on April 19, 2020, at which time control of US Highway 30 at the intersection of Walnut Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the Divine Mercy Sunday Procession to be held on April 19, 2020 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route and this Notice.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-5

**#2020-57 - Approving Bid Award for North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7**

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

# **Council Agenda Memo**

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

**Meeting:** March 10, 2020

**Subject:** Approving Bid Award for North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7

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

## **Background**

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

On January 30, 2020 the Engineering Division of the Public Works Department advertised for bids for the first phase of the North Road Improvements, which will be from Capital Avenue to Highway 2; with the second phase of 13<sup>th</sup> Street to Capital Avenue to be bid in the near future. There were twenty-six (26) potential bidders for this project.

## **Discussion**

Two (2) bids were received and opened on February 25, 2020. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

<i><b>Bidder</b></i>	<i><b>Exceptions</b></i>	<i><b>Base Bid</b></i>
The Diamond Engineering Co. of Grand Island, Nebraska	None	\$3,335,787.35
Starostka Group Unlimited, Inc. of Grand Island, Nebraska	None	\$3,669,117.56

There are sufficient funds in Account No. 21000001-2100-40036 to fund this project.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve awarding the contract for North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$3,335,787.35 as the low compliant bid that meets specifications.

## **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 25, 2020 at 2:00 p.m.

**FOR:** North Road Paving Improvements; Project No. 2019-P-5 (Phase I)  
and 2019 S-8 North Road Northview Crossing and Water Main  
Project No. 2020-W-7

**DEPARTMENT:** Public Works

**ESTIMATE:** \$3.4 Million

**FUND/ACCOUNT:** 21000001-2100-40036

**PUBLICATION DATE:** January 30, 2020

**NO. POTENTIAL BIDDERS:** 26

**SUMMARY**

<b>Bidder:</b>	<b><u>Diamond Engineering Co.</u></b>	<b><u>Starostka Group Unlimited, Inc.</u></b>
	Grand Island, NE	Grand Island, NE
<b>Bid Security:</b>	Universal Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Section A:</b>	\$2,427,743.35	\$2,331,408.40
<b>Section B:</b>	\$ 741,653.00	\$1,155,459.00
<b>Section C:</b>	\$ 142,989.00	\$ 163,740.80
<b>Section D:</b>	\$ 23,402.00	\$ 18,509.36
<b>Grand Total:</b>	\$3,335,787.35	\$3,669,117.56

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina Delosh, Public Works Admin. Asst.  
Patrick Brown, Finance Director  
Keith Kurz, Asst. Public Works Director

**P2185**

RESOLUTION 2020-57

WHEREAS, the City of Grand Island invited sealed bids for North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on February 25, 2020 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$3,335,787.35; and

WHEREAS, The Diamond Engineering Company's bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2019/2020 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$3,335,787.35 for North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-6

**#2020-58 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2020**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** March 10, 2020

**Subject:** Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2020

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

## **Background**

On February 12, 2020 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the 2020 calendar year. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

## **Discussion**

One (1) bid was received and opened on February 25, 2020. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids received is attached.

The Diamond Engineering Company of Grand Island, Nebraska provided the lowest responsible bid in the amount of \$839,500.00.

There are sufficient funds in Account No. 21033506-85351 (Concrete Repair), 21033504-85318 (Storm Sewer Repair), and 21033503-85318 (Curb & Gutter) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2020/2021, the scope of work for this contract will be scaled down accordingly.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve awarding the contract to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$839,500.00.

## **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 25, 2020 at 2:15 p.m.

**FOR:** Concrete Pavement & Storm Sewer Repairs 2020: Various Locations

**DEPARTMENT:** Public Works

**ESTIMATE:** \$900,000

**FUND/ACCOUNT:** 21033503-85318/21033504-85318/21033506-85351

**PUBLICATION DATE:**

**NO. POTENTIAL BIDDERS:** 11

**SUMMARY**

**Bidder:** Diamond Engineering Co.  
Grand Island, NE

**Bid Security:** Universal Surety Company

**Exceptions:** None

**Bid Price:** \$839,500.00

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, Admin. Asst. Public Works  
Patrick Brown, Finance Director  
Shannon Callahan, Street Supt.

**P2189**

RESOLUTION 2020-58

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2020, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 25, 2020 bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$839,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$839,500.00 for Concrete Pavement and Storm Sewer Repairs 2020 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-7

**#2020-59 - Approving Bid Award for Annual Pavement Markings  
2020**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Streets Superintendent

**Meeting:** March 10, 2020

**Subject:** Bid Award for Annual Pavement Markings 2020

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

## **Background**

Pavement markings are a critical part of maintaining safety of the City's roadways and have strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control.

Since 2014 the use of a pavement marking contractor has allowed the Streets Division to use its labor force to focus on the storm sewer cleaning program. Another benefit of utilizing contractor services is the reduction in traffic disruption accomplished by work being conducted only during off-peak hours (night) and completed faster using specialized equipment.

The 2017 pavement marking contract was renewed for two (2) additional one-year periods, the maximum renewal periods stated in the bid solicitation, and is due for re-bidding this year.

The 2020 pavement marking contract will also be available for two (2) additional one-year renewal periods based on interest of both the City and the Contractor.

## **Discussion**

Bids were advertised on February 12, 2020 and sent to 13 potential bidders. Two (2) bids were received and opened on February 25, 2020.

Bid summary is listed below:

<b><i>Bidder</i></b>	<b><i>Sub-Contractor(s)</i></b>	<b><i>Exceptions</i></b>	<b><i>Total Bid with Bid Section 3 (curbs and medians)</i></b>	<b><i>Total Bid <u>without</u> Bid Section 3 (curbs and medians)</i></b>
Straight-Line Striping, Inc. Grand Island, NE	County Line Striping, LLC Grand Island, NE	None	\$139,746.25	\$111,621.25
Highway Signing, Inc. Council Bluffs, IA	None	None	\$173,350.00	\$161,475.00

The 2020 contract included a new alternate bid section (Section 3); Curb and Raised Median striping. This is the curb and raised medians that are painted yellow. The Streets Division has these locations striped approximately once every two years. This work can be done in conjunction with the pavement markings in many locations and be completed at night causing fewer traffic disruptions.

After reviewing contractor pricing and past cost for Streets Division staff to paint the curbs and raised island (alternate bid section 3), it was determined this bid section will not be awarded.

Public Works staff has reviewed Straight Line Striping, Inc.'s bid submittal including the use of a sub-contractor, County Line Striping, LLD, and feels the submittal is fair and reasonable.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve awarding the contract for Annual Pavement Markings 2020 to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$111,621.25.

### **Sample Motion**

Move to approve awarding contract to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$111,621.25.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** February 25, 2020 at 2:30 p.m.  
**FOR:** Annual Pavement Markings 2020  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$150,000  
**FUND/ACCOUNT:** 21033  
**PUBLICATION DATE:** February 12, 2020  
**NO. POTENTIAL BIDDERS:** 13

**SUMMARY**

<b>Bidder:</b>	<u>Highway Signing</u> Council Bluffs, IA	<u>Straight-Line Striping Inc.</u> Grand Island, NE
<b>Bid Security:</b>	Merchants Bonding Co.	Universal Surety Co.
<b>Exceptions:</b>	None	
<b>Bid Price:</b>		
<b>Section 1:</b>	\$104,600.00	\$81,490.00
<b>Section 2:</b>	\$ 51,875.00	\$30,131.25
<b>Section 3:</b>	\$ 16,875.00	\$28,125.00
<b>Section 4:</b>	<u>\$ 5,000.00</u>	<u>-0-</u>
<b>Total Bid:</b>	\$173,350.00	\$139,746.25

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Coordinator  
Patrick Brown, Finance Director  
Shannon Callahan, Street Supt.

**P2190**

RESOLUTION 2020-59

WHEREAS, the City of Grand Island invited sealed bids for Pavement Markings 2020, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 12, 2020, bids were received, opened and reviewed; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$111,621.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Straight-Line Striping, Inc. of Grand Island, Nebraska, in the amount of \$111,621.25 for Pavement Markings 2020 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-8

**#2020-60 - Approving Engineering Consulting Agreement for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1**

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

# **Council Agenda Memo**

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

**Meeting:** March 10, 2020

**Subject:** Approving Engineering Consulting Agreement for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1

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

## **Background**

The Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 is for the improvement of existing paving and drainage within the plant and the construction of a new main entrance driveway from Shady Bend Road. In addition to paving, existing perimeter fencing and gates will be reconfigured to enclose the property. Lighting and additional piping with one combined outlet to the adjacent drainway for a localized dewatering system will also be incorporated with this work. The Public Works Department is proposing a concrete curb and gutter section with associated drainage and all other improvements needed to complete the project.

On January 15, 2020 the Engineering Division of the Public Works Department advertised for Engineering Services for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1, with sixteen (16) potential respondents.

## **Discussion**

Two (2) engineering firms submitted qualifications for the engineering services for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1. Olsson, Inc. of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

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

Compensation for Olsson Inc.'s engineering design services will be provided on a time and expense basis not to exceed \$95,900.00. Such services will include a topographic

survey, geotechnical services, environmental investigation, project design, bid phase services, construction observation services and project closeout.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$95,900.00.

### **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
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**REQUEST FOR QUOTES  
FOR  
ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT PAVING  
IMPROVEMENTS**

**RFP DUE DATE:** February 4, 2020 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** January 15, 2020

**NO. POTENTIAL BIDDERS:** 16

**PROPOSALS RECEIVED**

**Olsson Inc.**  
Grand Island NE

**Benesch**  
Grand Island NE

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Asst.  
Patrick Brown, Finance Director  
Keith Kurz, Asst. Public Works Director

**P2183**



RESOLUTION 2020-60

WHEREAS, on January 15, 2020 the Engineering Division of the Public Works Department advertised for Engineering Services for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1; and

WHEREAS, on February 4, 2020 two (2) engineering firms submitted qualifications for such services; and

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

WHEREAS, the City of Grand Island and Olsson, Inc. of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide topographic survey, geotechnical services, environmental investigation, project design, bid phase services, construction observation services and project closeout services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson, Inc. of Grand Island, Nebraska for engineering services related to Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1, in the amount of \$95,900.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-9

**#2020-61 - Approving Award of Proposal for Consulting Services  
for the Re-Permitting of the Solid Waste Landfill**

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

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** March 10, 2020

**Subject:** Approving Award of Proposal for Consulting Services  
for the Re-Permitting of the Solid Waste Landfill

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

## **Background**

On January 24, 2020 a Request for Proposals (RFP) for consulting services for Re-Permitting of the Solid Waste Landfill was advertised in the Grand Island Independent and sent to five (5) potential proposers by the Solid Waste Division of the Public Works Department.

Re-permitting of RCRA Sub-title D landfills is required to be completed every five (5) years per NDEQ Title 132 regulations. The current landfill permit expires on April 15<sup>th</sup>, 2021. The NDEQ has requested that we start the process with a permit inspection in September and submit the permit application to them in November.

The Grand Island Area Landfill currently has an estimated site life capacity through the year 2040 in the current permitted Phase 1 disposal area. Cell 3 of Phase I was just completed FY 2019. The fourth and final cell of Phase 1 is anticipated to be constructed in FY 2025.

## **Discussion**

Three (3) proposals were received on February 13, 2020 from the following firms:

- HDR Engineering, Inc. of Omaha, Nebraska
- Olsson, Inc. of Lincoln, Nebraska
- SCS Engineers of Omaha, Nebraska

The proposals were reviewed by Public Works Staff. SCS Engineers of Omaha, Nebraska submitted the proposal that was chosen using the criteria listed in the RFP. SCS Engineers will provide all consulting services to complete the landfill re-permitting work for submittal to the Nebraska Department of Environmental Quality (NDEQ) for an amount not to exceed \$23,699.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the award of the proposal to SCS Engineers of Omaha, Nebraska for an amount not to exceed \$23,699.00.

## **Sample Motion**

Move to approve the award of the proposal to SCS Engineers of Omaha, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
CONSULTING SERVICES FOR THE  
RE-PERMITTING OF THE SOLID WASTE LANDFILL**

**RFP DUE DATE:** February 13, 2020 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** January 24, 2020

**NO. POTENTIAL BIDDERS:** 5

**PROPOSALS RECEIVED**

**HDR**  
Omaha NE

**Olsson Inc.**  
Lincoln NE

**SCS Engineers**  
Omaha NE

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Patrick Brown, Finance Director  
Jeff Wattier, Solid Waste Supt.

**P2184**

RESOLUTION 2020-61

WHEREAS, the City Of Grand Island invited proposals for consulting services for the Re-Permitting of the Solid Waste Landfill, according to Request Proposals on file with the Solid Waste Division of the Public Works Department; and

WHEREAS, on February 13, 2020 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, SCS Engineers of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$23,699.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of SCS Engineers of Omaha, Nebraska for consulting services for the Re-Permitting of the Solid Waste Landfill is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	▣ _____
March 5, 2020	▣ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-10

**#2020-62 - Approving Amendment No. 2 to Engineering Consulting Agreement for Old Potash Highway Corridor Study**

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

# **Council Agenda Memo**

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

**Meeting:** March 10, 2020

**Subject:** Approving Amendment No. 2 to Engineering Consulting Agreement for Old Potash Highway Corridor Study

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

## **Background**

This project established a master plan for the Old Potash Highway corridor from approximately North Road to Webb Road, including intersections to the north and south of Old Potash Highway. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

On October 10, 2017, via Resolution No. 2017-280, City Council approved an Engineering Services Agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$249,963.26 for Old Potash Highway Corridor Study. Due to efficiencies in scheduling/planning, \$67,000.00 was unused on the original contract.

On November 20, 2018, via Resolution No. 2018-355, City Council approved Amendment No. 1 to the original agreement to allow for final engineering design for the first phase of the overall construction project. Such amendment was in the amount of \$733,500.00, combined with the unused portion of \$67,000.00 from the original contact for a revised agreement amount of \$916,463.26.

## **Discussion**

With the final design nearing completion it is necessary to complete final design plan production, right-of-way and easement acquisitions the along the Old Potash corridor from Webb Road to North Road, as well as address bidding phase services for the initial phase of the overall construction project. This amendment also includes the first phase of construction observation and administration services for this project as construction is anticipated to begin late this summer. An amendment to the original agreement with

Olsson, Inc. is requested at this time, in the amount of \$746,000.00, resulting in a revised agreement amount of \$1,662,463.26.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Amendment No. 2 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$746,000.00.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2020-62

WHEREAS, on October 10, 2017, via Resolution No. 2017-280 the Grand Island City Council approved entering into an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$249,963.26 for Old Potash Highway Corridor Study; and

WHEREAS, on November 20, 2018, via Resolution No. 2018-355 Grand Island City Council approved Amendment No. 1 to the original agreement to allow for final engineering design for the first phase of the overall construction project in the amount of \$666,500.00; and

WHEREAS, the original agreement is being further amended to include right-of-way and easement acquisitions, as well as bidding phase services for the initial phase of the overall construction project; and

WHEREAS, such amendment is in the amount of \$746,000.00, for a revised agreement amount of \$1,662,463.26; and

WHEREAS, Amendment No. 2 to the original agreement with Olsson, Inc. of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 with Olsson, Inc. of Grand Island, Nebraska for preliminary engineering design services related to Old Potash Highway Corridor is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-11

**#2020-63 - Approving Bid Award for On-Street Parking Restriping  
2020**

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

# Council Agenda Memo

**From:** Shannon Callahan, Streets Superintendent

**Meeting:** March 10, 2020

**Subject:** Bid Award for On-Street Parking Restriping 2020

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

## Background

The Streets Division of Public Works is responsible for maintaining the on-street parking restriping in the Downtown and a few other locations. Historically, the Streets Division would restripe the parking stalls once every two years.

*Below are examples of items that are restriped for on-street parking.*



The restriping was scheduled for last year but due to the amount of construction taking place in the downtown and the additional work load from high water events it was delayed until 2020.

This work, for the Streets Division, typically takes 10-12 working days and requires a minimum four-person crew. With the ever increasing demand for daily services, such as locates, signal repairs, and sign repairs, it is not possible to dedicate that many staff members without sacrificing other functions like storm sewer cleaning. For those reasons, bids were requested to determine if this function would be cost effectively performed by a contractor.

In 2017, the Streets Division spent over 350 labor hours, approximately \$11,015 in labor costs, performing the on-street parking restriping with Streets Division staff. Assuming the same number of hours, the 2020 labor cost would be just over \$12,000. The cost of equipment usage is not included in these costs. The cost for material was also not included in these costs; paint and glass beads will be supplied to the contractor as the Streets Division has the material on-hand. Based on this information it is cost effective to bid this work out.

Another benefit of this contract will be the hours of operation. Per the detailed specifications, the majority of the on-street parking restriping will be performed at night when businesses are closed. The vehicle and foot traffic of the downtown area has been increasing each year and the striping of parking stalls can be a hindrance to pedestrians and motorists accessing the downtown area during business hours.

### **Discussion**

Bids were advertised on February 13, 2020 and sent to 13 potential bidders. One (1) bid was received and opened on February 26, 2020. Bid summary is listed below:

<i><b>Bidder</b></i>	<i><b>Exceptions</b></i>	<i><b>Total Bid</b></i>
County Line Striping, LLC Grand Island, NE	None	\$12,241.00

Public Works staff has reviewed County Line Striping, LLC's bid submittal and feels the submittal is fair and reasonable.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve awarding the contract for On-Street Parking Restriping 2020 to County Line Striping, LLC of Grand Island, Nebraska in the amount of \$12,241.00.

### **Sample Motion**

Move to approve awarding contract to County Line Striping, LLC of Grand Island, Nebraska in the amount of \$12,241.00.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 26, 2020  
**FOR:** On-Street Parking Restriping 2020  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$25,500  
**FUND/ACCOUNT:** 21033505-85213  
**PUBLICATION DATE:** February 13, 2020  
**NO. POTENTIAL BIDDERS:** 13

**SUMMARY**

**Bidder:** County Line Striping, LLC  
Grand Island, NE  
**Bid Security:** Cashier's Check  
**Exceptions:** None  
**Bid Price:** \$12,241.00

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina Delosh, PW Admin. Coordinator  
Patrick Brown, Finance Director  
Shannon Callahan, Street Supt.

**P2191**

R E S O L U T I O N    2020-63

WHEREAS, the City of Grand Island invited sealed bids for On-Street Parking Restriping 2020, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 26, 2020, bids were received, opened and reviewed; and

WHEREAS, County Line Striping, LLC of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$12,241.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of County Line Striping, LLC of Grand Island, Nebraska, in the amount of \$12,241.00 for On-Street Parking Restriping 2020 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	▣ _____
March 5, 2020	▣ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-12

**#2020-64 - Approving Amendment No. 3 to Environmental Monitoring Services for the Grand Island Regional Landfill**

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

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** March 10, 2020

**Subject:** Approving Amendment No. 3 to Environmental Monitoring Services for the Grand Island Regional Landfill

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

## **Background**

The City of Grand Island leased approximately 47.5 acres of private land located in Southeast Hall County from July 1966 through February 1984 to operate a landfill disposal facility to accept municipal waste in accordance with State rules and regulations. Following a local complaint to the Nebraska Department of Environmental Quality (NDEQ) in 2007 regarding groundwater in the vicinity of the closed landfill, the NDEQ conducted a preliminary assessment and site investigation. Groundwater sampling conducted during the site investigation detected four (4) volatile organic compounds (VOC) along the East property boundary at concentrations greater than their respective maximum contaminant levels (MCL). The NDEQ then hired a consulting firm to perform a Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Site Investigation, which was submitted to the NDEQ on October 25, 2010.

On October 16, 2013, the City of Grand Island received a letter from the NDEQ requiring the City to perform a Step 7 Detailed Site Assessment (DSA) for this property pursuant to Nebraska revised statutes, Title 118 – Groundwater Quality Standards and Use Classification. The purpose of the Step 7 DSA was to collect sufficient information to confirm whether or not the source of the contaminants is the former Grand Island Disposal Area. The City submitted a work plan for the Step 7 DSA to the NDEQ on March 10, 2014. This work plan was subsequently approved by the NDEQ on March 31, 2014.

On November 7, 2018, the City of Grand Island received notice from NDEQ for development of a Remedial Action Work Plan.

On November 6, 2018, via Resolution No. 2018-338, City Council approved an agreement with Olsson Inc. of Lincoln, Nebraska in the amount of \$89,100.00 for environmental monitoring services at the Grand Island Regional Landfill.

On December 18, 2018, via Resolution No. 2018-379, City Council approved an amendment to the original agreement with Olsson, Inc. of Lincoln, Nebraska in the amount of \$12,000.00. Such amendment provided for the Remedial Action Work Plan required by the Nebraska Department of Environmental Quality (NDEQ), which is a similar service to the original agreement. The scope of the original agreement was expanded to include the old landfill.

On July 9, 2019, via Resolution No. 2019-207, City Council approved an amendment to the original agreement with Olsson, Inc. of Lincoln, Nebraska in the amount of \$20,750.00, resulting in a revised agreement amount of \$121,850.00. Such amendment addressed preliminary design cap services required by NDEQ at the City's current 330 acre solid waste landfill. The landfill is in Hall County and located seven (7) miles north of Shelton, Nebraska at 19550 West Husker Highway, just east of the Hall/Buffalo County Line.

### **Discussion**

It is necessary at this time to amend the original agreement with Olsson, Inc. of Lincoln, Nebraska to include consulting and design services required by the Nebraska Department of Environment and Energy (NDEE) in the Remedial Action Work Plan (RAWP), Sampling & Analysis Plan (SAP) and Well Construction Plan. Such services will be provided on a time and expense basis not to exceed \$228,000.00, resulting in a revised agreement amount of \$349,850.00.

### **Alternatives**

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

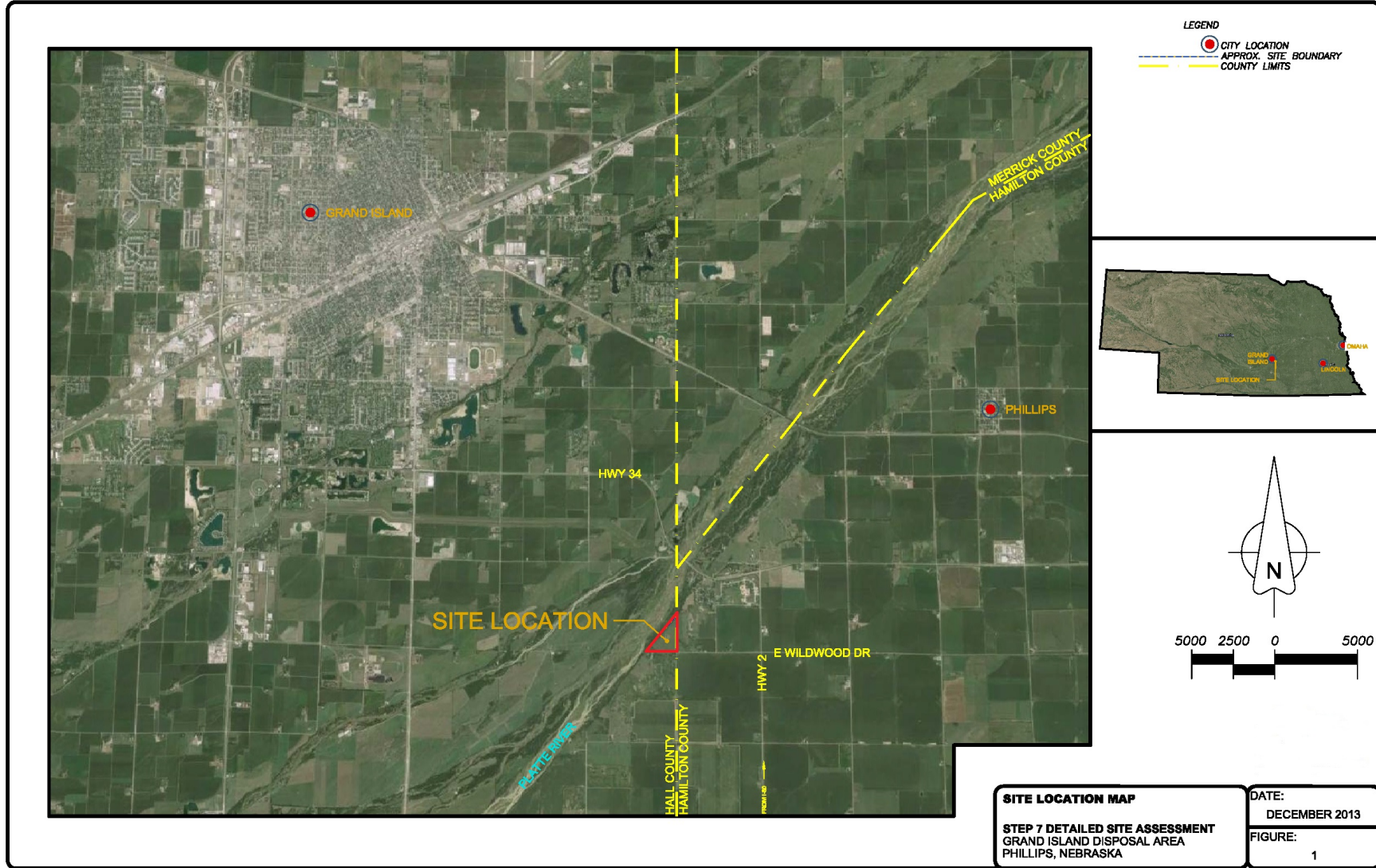
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

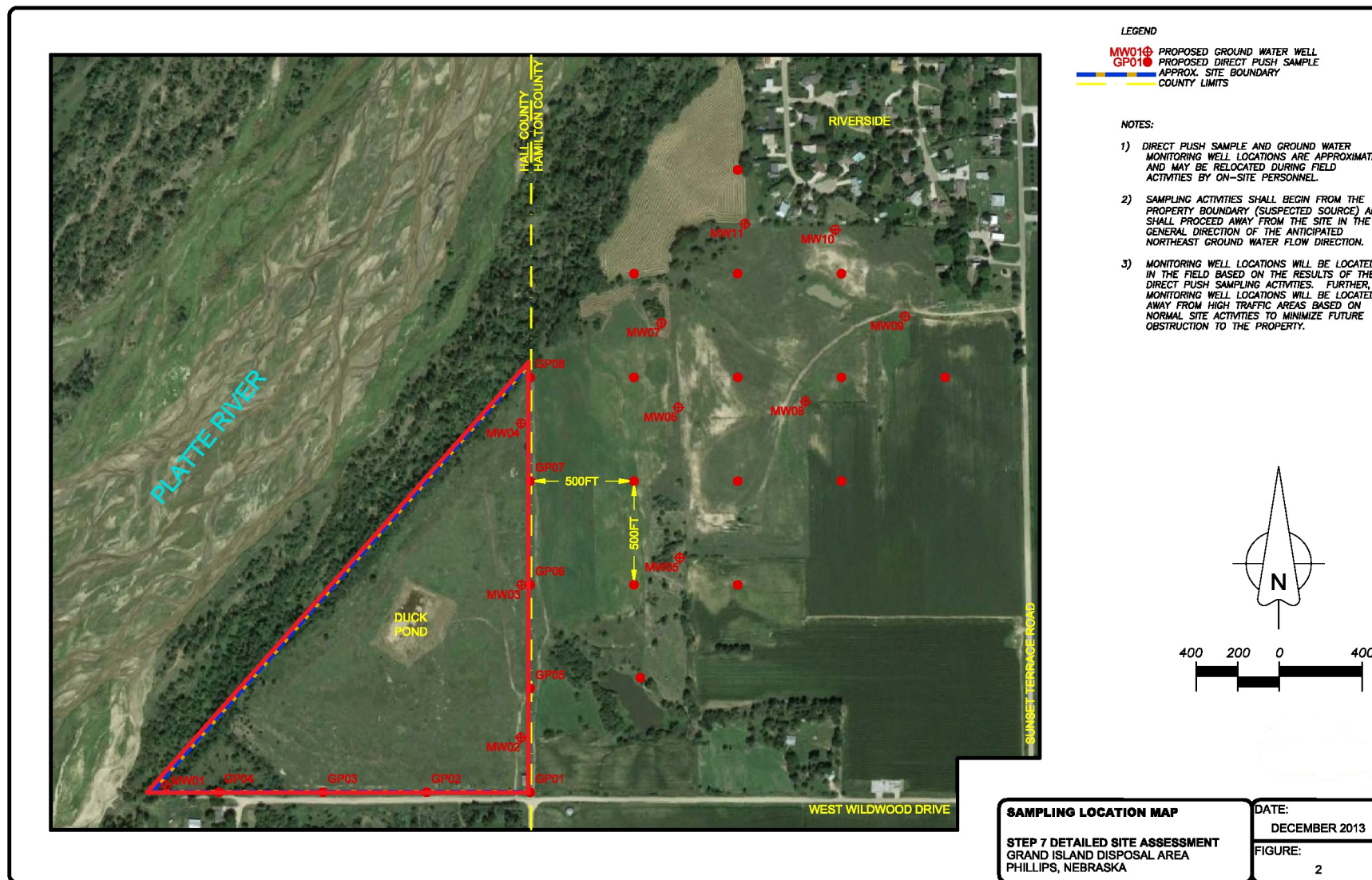
### **Recommendation**

City Administration recommends that the Council approve Amendment No. 3 to the original agreement with Olsson, Inc. of Lincoln, Nebraska, in the amount of \$228,000.00.

### **Sample Motion**

Move to approve the resolution.





R E S O L U T I O N   2020-64

WHEREAS, on November 6, 2018, via Resolution No. 2018-338 the Grand Island City Council approved entering into an agreement with Olsson, Inc. of Lincoln, Nebraska in the amount of \$89,100.00 for Environmental Monitoring Services for the Grand Island Regional Landfill; and

WHEREAS, on December 18, 2018, via Resolution No. 2018-379, City Council approved an amendment to the original agreement in the amount of \$12,000.00 to provide for the Remedial Action Work Plan required by the Nebraska Department of Environmental Quality (NDEQ); and

WHEREAS, on July 9, 2019, via Resolution No. 2019-207, City Council approved an amendment to the original agreement with Olsson, Inc. of Lincoln, Nebraska in the amount of \$20,750.00, resulting in a revised agreement amount of \$121,850.00 to address preliminary design cap services required by NDEQ at the City's current 330 acre solid waste landfill; and

WHEREAS, the original agreement is now being amended to include consulting and design services required in the Remedial Action Work Plan (RAWP), Sampling & Analysis Plan (SAP) and Well Construction Plan in an amount not to exceed \$228,000.00, resulting in a revised agreement amount of \$349,850.00; and

WHEREAS, Amendment No. 3 to the original agreement with Olsson, Inc. of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3 with Olsson, Inc. of Lincoln, Nebraska for consulting and design services is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-13

**#2020-65 - Approving Bid Award for Labor and Material to Rehab Interior of Two (2) Neptune Benson Filters**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

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

**Meeting:** March 10, 2020

**Subject:** Labor and Material to Rehab Interior of Two (2) Neptune Benson Swimming Pool Filters

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

## **Background**

On February 13, 2020 bids were received for labor and material to rehab the interior of two (2) Neptune Benson rapid sand filters at Island Oasis Water Park. The filters to be rehabbed were installed in 1993 and 1997.

The rehab of the filters will increased water quality which is essential for meeting public swimming pool health regulations.

## **Discussion**

Two (2) bids were received:

Island Pool and Spa of Grand Island, NE	\$34,945.00
Aqua Chem, Inc. of Bellevue, NE	\$24,500.00

Staff recommends accepting the low bid from Aqua Chem, Inc. of Bellevue in the amount of \$24,500.00. The purchase will be funded by the Island Oasis operating account 10044525-85324.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the City Council accept the bid from Aqua Chem, Inc. of Bellevue, Nebraska in the amount of \$24,500.00 to rehab two (2) swimming pool filters at Island Oasis Water Park.

### **Sample Motion**

Move to approve the bid from Aqua Chem, Inc. to rehab two (2) swimming pool filters at Island Oasis Water Park in the amount of \$24,500.00.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** February 13, 2020 at 2:00 p.m.

**FOR:** Labor and Material to Rehab Interior of Two (2) Neptune Benson Filters

**DEPARTMENT:** Parks and Recreation

**ESTIMATE:** \$35,000

**FUND/ACCOUNT:** 10044525-85324

**PUBLICATION DATE:** February 2, 2020

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<u>Island Pool and Spa</u>	<u>Aqua Chem, Inc.</u>
	Grand Island NE	Bellevue NE
<b>Exceptions:</b>	None	None
<b>Dual Cell Filter</b>	<b>\$15,690.00</b>	<b>\$9,000.00</b>
<b>Triple Cell Filter</b>	<b><u>\$19,255.00</u></b>	<b><u>\$15,500.00</u></b>
<b>Total Bid:</b>	<b>\$34,945.00</b>	<b>\$24,500.00</b>

cc: Todd McCoy Parks & Recreational Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Asst.  
Patrick Brown, Finance Director  
Jeremy Bachmann, Recreation Superintendent

**P2186**

RESOLUTION 2020-65

WHEREAS, the City of Grand Island invited sealed bids for Interior Rehab of Neptune Benson Filters at Island Oasis Water Park, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on February 13, 2020, two (2) bids were received, opened and reviewed; and

WHEREAS, Aqua-Chem, Inc. from Bellevue, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$24,500.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Aqua-Chem, Inc. from Bellevue, Nebraska in the total amount of \$24,500.00 for Interior Rehab of Neptune Benson Filters at Island Oasis Water Park is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item G-14

**#2020-66 - Approving Building Acquisition Agreement -The  
Literacy Council of Grand Island**

Staff Contact: Amber Alvidrez

# **Council Agenda Memo**

**From:** Amber Alvidrez, Community Development Administrator

**Meeting:** March 10, 2020

**Subject:** Approving CDBG Contract #2019-2 with The Literacy Council of Grand Island

**Presenter(s):** Amber Alvidrez, Community Development Administrator

## **Background**

In October 2019, the City of Grand Island was awarded an annual allocation of \$413,557 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2019, City Council approved the 2019-2020 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

## **Discussion**

As part of the 2019-2020 Annual Action Plan, the Entitlement stakeholders and Community Development Division, recommended allocated funds to the Literacy Council of Grand Island in order for the Literacy Council to acquire a new facility and expand services. This expansion would allow the Literacy to better accommodate the increasing English Literacy needs within the community.

The Literacy Council's application outlined their intent to purchase a property at 115 W. Charles Street, in order to expand their services. The Literacy Council currently offers ESL and tutoring for adults, and life skills classes, with this expansion The Literacy Council plans to hire teachers to instruct group classes, and expand their Language Lab by adding additional equipment and software. The Literacy Council serves primarily immigrants and refugees, who are considered a covered group under HUD's low-to-moderate income guidelines and are therefore assumed to be low-to-moderate income persons.

For these reasons, the City of Grand Island has allocated Two Hundred and Twenty Five thousand dollars and no cents (\$225,000.00) from the Community Development Block

Grant program to assist The Literacy Council of Grand Island in acquiring property which will lead to an expansion of services. This funding allocation will provide opportunities for non-English speaking individuals to learn the skills necessary to obtain employment, education and productivity within the community of Grand Island.

The Literacy Council of Grand Island will have 3 years to expend the allotted funds and meet goals as set forth in 2019-2020 Annual Action Plan.

### **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 approves CDBG Contract #2019-2 with The Literacy Council of Grand Island and authorizes Mayor to sign all related documents.

### **Sample Motion**

Move to approve CDBG Contract #2019-2 with The Literacy Council of Grand Island.

SUBRECIPIENT CONTRACT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING  
ENTITLEMENT FUNDS

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of March, 2020 by and between the City of Grand Island ("City/Grantee,") and The Literacy Council of Grand Island ("Sub recipient,") witnesseth:

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

SECTION II.

SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for acquiring property with the use of CDBG Fiscal Year 2019 Entitlement funding in a manner satisfactory to the City/Grantee and consistent with any standards required as a condition of providing the funds, and consistent with all provisions of this Agreement. Sub recipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on Sub recipients part to be performed hereunder.

B. Program Delivery

The Literacy Council shall use two Hundred and Twenty-Five thousand and Five Hundred dollars and 00/100(\$225,000.00) of Community Development Block Grant funds for acquiring property at 115 W. Charles street, as submitted in the application for Community Development Block Grant (CDBG) funds dated (August 16, 2019) toward the goal of serving a low to moderate income persons within the city limits of Grand Island by providing literacy skills. The Literacy Council's various programs will serve at a minimum of 600 persons. Fifty-one percent (51%) of these persons will be of low to moderate income (below 80% of average medium income).

The major tasks the Sub recipient will perform include, but are not necessarily limited to the following:

- a. Acquisition of property at 115 W. Charles, Grand Island, Nebraska 68801

- b. Provide educational literacy services to adults including but not limited to, literacy and English language services.
- c. Completely all necessary reporting including quarterly reporting, and income surveys on clientele.

#### C. National Objective Compliance

The Sub recipient certifies that the activity (ies) carried out under this Agreement will meet the following H.U.D. National Objective:

Benefit low- and/or moderate-income persons.

Failure by the Sub recipient to fulfill the National Objective may result in grant funds being disallowed and required to be returned to the City/Grantee.

#### D. Level(s) of Performance & Accomplishment - Goals and Performance Measures

- a. The Literacy Council is to provide quarterly reports on achievements and program impact to include
  - a. Number of households served
  - b. A summary of project progress
  - c. Client Demographics
  - d. Income surveys

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of units served, each unit being one person that receives services. The Sub-recipient will benefit a minimum of 600 persons, 306 persons served must be low to moderate income (80 % AMI) and 294 persons may be any income range.

#### E. Project Description

Type of Project: Low To moderate Income Benefit  
Project Location: City of Grand Island  
Service Area: City of Grand Island  
Project: 2019-2  
Basic Eligibility Citation: 24 CFR 570.201  
Amount Funded: \$225,000.00

#### F. Performance Monitoring

The City/Grantee reserves the right to monitor and evaluate the progress and Performance of the Sub recipient to assure the terms of this agreement are being satisfactorily met in accordance with HUD, City/Grantee and other applicable monitoring and evaluating criteria and standards. Sub recipient shall cooperate with the

City/Grantee relating to such monitoring and evaluation. The City/Grantee will monitor the performance of the Sub recipient against goals and performance standards as stated above. Substandard performance as determined by the City/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub recipient within a reasonable 90 days of time after being notified by the City/Grantee, Agreement suspension or termination procedures will be initiated.

#### G. Time of Performance

The Literacy Council shall perform the services set out above, and shall expend the Community Development Block Grant funding provided for above between March 10, 2020 and March 09, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

#### H. Budget

The Literacy Council shall use Two Hundred and Twenty-five Thousand Dollars &00/100 (\$225,000.00) of Community Development Block Grant funds provided for Acquisition of property at 115 W. Charles Street Grand Island Nebraska 68801

In addition, the City/Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City/Grantee. Any amendments to this budget must be approved in writing by the City/Grantee and Sub recipient.

#### I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Two Hundred and Twenty-Five Thousand and 00/100 Dollars (\$225,000.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

a. Draw-down requests may be submitted to the Community Development Administrator. Draw-down requests must be in writing and accompanied by acceptable documentation supporting the draw-down amount. Documentation should include, at a minimum, the following information:

- 1) Invoice itemizing amounts requested;

- 2) Supporting documentation for each item; and
- 3) Payroll slips or time cards, if applicable.

Additional documentation may be requested as needed for clarification. Payment requests require City/Grantee Council approval prior to disbursement.

#### J. Environmental Review

An Environmental Review must be completed prior to the Sub recipient committing or expending any Community Development Block Grant funds.. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

Housing projects will require environmental reviews to be conducted on each property as it is identified. If the Environmental Review requires mitigation, no funds may be expended until mitigation has been accomplished and certified as completed and meeting HUD minimum standards by an acceptable source to the City/Grantee. Documentation evidencing the Sub recipients' completion of its responsibilities and compliance with the National Environmental Policy Act of 1969 (NEPA), and other provisions of federal law as specified in 24 C.F.R. Part 58 which furthers the purposes of the NEPA.

#### K. Procurement Standards and Code of Conduct

Documentation evidencing adoption of Procurement Standards and Code of Conduct equivalent to those established in 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR Part 570.

#### K. Fair Housing

Documentation that the Sub recipient has specifically provided a description of the actions they will take during the course of the grant to fulfill the requirements to affirmatively further fair housing. (Applicable to housing projects)

#### L. Implementation Schedule

CDBG Sub recipient to complete and submit to the City/Grantee the Implementation Schedule form.

#### L. Sources and Uses of Funds (if applicable)

not applicable

#### M. Other Special Conditions

Indenture of restrictive covenants, Davis Bacon sub recipient and contractor's

meeting, Davis Bacon regulations apply.

#### N. Notices

Notices required by this Agreement shall be in writing and delivered via United States Postal Service mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this Agreement shall be directed to the following agreement representatives:

City/Grantee		Sub-recipient:	
City of Grand Island		The Literacy Council	
ATTN: Community Development Division		Karla McGeorge	
100 East First Street		312 N. Elm	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-385-5515
Fax:	(308) 385-5488	Fax:	

### SECTION III.

#### GENERAL CONDITIONS

##### A. General Compliance

Any changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Sub-recipient and the City/Grantee. Changes to key Personnel assigned or their general responsibilities under this project are subject to notification and approval from the City/Grantee.

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

## B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to services to be performed under this Agreement. The City/Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Sub-recipient is an independent contractor. Sub-recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

## C. Hold Harmless

Sub-recipient further agrees to indemnify, defend and hold harmless the City/Grantee, its officers, agents and employees, from and against any and all claims, liabilities, costs, expenses, penalties or attorney fees, arising from such injuries to persons, or damages to property, or based upon or arising out of the performance or non-performance of this Agreement by Sub recipient, or out of any violation of Sub recipient of any local, state, or federal statute, ordinance, rule or regulation.

## D. Worker's Compensation

The Sub recipient shall provide Workers' Compensation Insurance coverage in the amount required by law, for all of its employees involved in the performance of this Agreement.

## E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City/Grantee. The Sub recipient shall comply with the bonding and insurance requirements of 2 CFR 200, as now in effect and as may be amended from time to time.

## F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## G. Amendments

The City/Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are

executed in writing, signed by a duly authorized representative of each organization, and approved by the City/Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City/Grantee or Sub recipient from its obligations under this Agreement.

The City/Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City/Grantee and Sub recipient.

#### SECTION IV.

##### LIABILITY

Sub recipient agrees to assume the risk of all personal injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in connection with or arising out of the performance or non-performance of this Agreement by Sub recipient, or by the conditions created thereby.

#### SECTION V.

##### SUSPENSION OR TERMINATION FOR CAUSE

In accordance with 2 CFR 200, as now in effect and as may be amended from time to time, the City/Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by the Sub recipient to the City/Grantee reports that are incorrect or incomplete in any material respect; or
5. Financial instability of the Sub recipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

In the event of agency financial instability, a default or violation of the terms of this Agreement by the Sub recipient, or failure to use the grant for only those purposes set forth, the City/Grantee may take the following actions:

#### A. Suspension for Cause

After notice to the Sub recipient, the City/Grantee may suspend the Agreement and withhold any further payment or prohibit the Sub recipient from incurring additional obligations of grant funds, pending corrective action by the Sub recipient or a decision to terminate.

#### B. Termination for Cause

This Agreement may be terminated, in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, if the Sub recipient materially fails to comply with any term of the Agreement or applicable federal regulations. The City/Grantee may terminate the Agreement upon ten (10) days written notice, together with documentation of the reasons therefore, and after an opportunity for a hearing is afforded. The determination of the City/Grantee as to the cause of termination and the appropriateness therefore shall be final and binding upon both City/Grantee and Sub recipient. In the event projects are delayed, the Sub recipient shall notify the City/Grantee in writing, informing the City/Grantee of the issues surrounding the delay of the project. In cases where the project is not moving forward, the City/Grantee shall notify the Sub recipient of termination of the funding. In the event of termination, all finished or unfinished documents, data, studies and reports prepared by the Sub recipient under this Agreement shall, at the option of the City/Grantee, become its property and the Sub recipient shall be entitled to receive just and equitable compensation for satisfactory work completed on such materials for which compensation has not previously been paid.

### SECTION VI.

#### TERMINATION FOR CONVENIENCE

This Agreement may be terminated for convenience in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, by either the City/Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City/Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City/Grantee may terminate the award in its entirety.

### SECTION VII.

#### TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

The City/Grantee's obligations under this Agreement will terminate in the event of suspension or non-receipt of Community Development Block Grant funds by the City/Grantee.

### SECTION VIII.

## ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

Records of the Sub recipient and reimbursable expenses pertaining to the Scope of Services and records of accounts between the City/Grantee and the Sub recipient shall be kept on a generally recognized accounting basis.

#### 1. Accounting Standards

The Sub recipient agrees to comply with 2 CFR 200, as now in effect and as may be amended from time to time, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Sub recipient shall administer its program in conformance with 2 CFR 200, as now in effect and as may be amended from time to time. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation & Record Keeping

#### 1. Records to be maintained

The Sub recipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a) Record(s) providing a full description of each activity undertaken;
- b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Record(s) required to determine the eligibility of activities;
- d) Record(s) required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;
- g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and
- h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable.

#### 2. Retention

The Sub recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years. The retention period begins on the date of submission of the City/Grantee's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

### 3. Client Data-if applicable

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such information shall be made available to City/Grantee monitors or their designees for review upon request. Such data shall include, but not be limited to:

- a) Client name;
- b) Client address;
- c) Members age or other basis for determining eligibility;
- d) Description of services provided;
- e) Dates services provided;
- f) Beneficiary information (ethnicity, income, sex, female head of household, elderly, disabled, etc.); and
- g) Residence Addresses.

Such information shall be made available to City/Grantee monitors or their designees for review upon request.

### 4. Disclosure

The Sub recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City/Grantee's or Sub recipients responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-outs

The Sub recipient's obligation to the City/Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash

advances, program income balances, and accounts receivable to the City/Grantee), and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income. All financial records pertaining to this Agreement upon completion shall remain the property of the City/Grantee.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub recipient shall immediately report to the City/Grantee all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. Program income generally means gross income received by the Sub recipient, directly generated from the use of CDBG funds, with some exceptions which are detailed in 24 C.F.R. §570.500. Program income includes, but is not limited to:

- a) Payments of principal and interest on loans made using CDBG funds;
- b) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- c) Proceeds from the disposition of equipment purchased with CDBG funds;
- d) Interest earned on program income pending its disposition; and
- e) Interest earned on CDBG funds held in a revolving loan fund's cash balance interest bearing account.

The use of program income by the Sub recipient must be approved by the City/Grantee prior to such use and must comply with the requirements set forth at 24 CFR 570.504. The Sub recipient may retain and use program income funds only for the activity (ies) approved under this Agreement. Program income funds should be held in a non-interest bearing account. If program income funds are held in an interest bearing account, any interest earned on the program income funds must be returned to the City/Grantee on a monthly basis. Receipt and expenditures of program income funds shall be reported, in writing, at the time of receipt and expenditure, along with supporting documentation. Program income must be expended prior to drawing any remaining grant funds.

In the event the Sub recipient desires to use the program income for some other activity, it must request and receive permission from the City/Grantee before undertaking such a use. The City/Grantee will determine whether the proposed use meets the eligibility criteria of the regulations established by the CDBG funds, and notify the Sub recipient of either approval or disapproval. At conclusion of the Agreement period, or in the case of disapproval, all program income will be returned to the City/Grantee.

### 2. Payment Procedures

Draw-downs for the payment of eligible expenses and general administration items shall be made against the line item budgets specified in the Scope of Service, and in accordance with performance. Payments shall be made upon presentation of invoices that Sub recipient certifies are true and correct copies of payments due on behalf of the Sub recipient for an activity covered by this Agreement and made in accordance and compliance with the Scope of Service. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City/Grantee in accordance with advance fund and program income balances available in the Sub recipient account. In addition, the City/Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the City/Grantee on behalf of the Sub recipient. Payment may be suspended by the City/Grantee in the event of nonperformance by the Sub recipient. Payments may be contingent upon certification of the Sub recipients financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

#### D. Procurement

##### 1. Compliance

The Sub recipient shall comply with current City/Grantee policies concerning the purchase of equipment and shall maintain inventory records of all nonexpendable property as defined by such policies as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the City/Grantee upon termination of this Agreement.

##### a. OMB Standards

The Sub recipient shall procure all materials, property, or services and then shall subsequently follow all Property Standards as set out in and in accordance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, including but not limited to the requirements covering utilization and disposal of property.

##### b. Travel expenses

Travel and related expenses for travel outside the city limits of the City of Grand Island Nebraska shall not be paid with funds provided under this Agreement without prior written approval from the City/Grantee.

#### E. Use & Reversion of Assets

Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired or improved with Community Development

Block Grant funds, in accordance with the Scope of Service, the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the City/Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub recipients control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until thirty (30) years after expiration of this Agreement. Real property acquired or improved, in whole or in part, with funds under this Agreement between Seven Thousand and One Dollars (\$7,001) and Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after expiration of this Agreement.

3. Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired, or improved, with Community Development Block Grant funds, in accordance with the Scope of Service, the Sub recipient shall return the personal asset or real property to the City/Grantee, or pay to the City/Grantee, a sum equal to its fair market value, less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for the acquisition of, or improvement to, the asset or property. The Sub recipient shall transfer to the City/Grantee any Community Development Block Grant funds on hand at the time of expiration of this Agreement and any accounts receivable of Community Development Block Grant funds.

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which

does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

a) The Indenture of Restrictive Covenants shall terminate in the year designated in the Restrictive Covenant according to the terms stated in paragraph E above, based on the dollar amount of the funds granted, after the first day of the Compliance Period (such period being herein referred to as the "Compliance Period" or the "Extended Use Period"):

b) Notwithstanding paragraph "a" above, the Compliance period for any building that is part of the Project shall terminate on the date the Project is acquired by foreclosure or transferred by a deed or other instrument in lieu of foreclosure unless the Secretary of the Treasury determines that such acquisition is part of an arrangement with Sub recipient a purpose of which is to terminate such Compliance Period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be:

- a. Transferred to the City/Grantee for the CDBG program, or
- b. Retained after compensating the City/Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

## SECTION IX.

### RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub recipient agrees to comply with:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and
- C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable

City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

## SECTION X.

### ASSURANCES

The Sub recipient hereby agrees to use Community Development Block Grant funds for the purposes authorized by the City/Grantee. The Sub recipient further hereby agrees to comply with the assurances, attached hereto and incorporated herein which are required by the U.S. Department of Housing & Urban Development for all Community Development Block Grant projects. These include Federal Labor Standards requirements.

## SECTION XI.

### PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

The Sub recipient hereby agrees to comply with all applicable state, local and civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

##### 2. Nondiscrimination

The Sub recipient hereby agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in (42 USC 5309 (a)) are still applicable. Sub-recipients shall comply with state and local civil rights laws proscribing housing discrimination based on sexual orientation or gender identity.

##### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States

are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Sub recipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The City/Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Equal Opportunity

#### 1. Approved Plan

The Sub recipient hereby agrees that it shall be committed to carry out pursuant to the City/Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City/Grantee shall provide Affirmative Action guidelines to the Sub recipient to assist in the formulation of such program. The Sub recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### 2. Women-and Minority-Owners Businesses (W/MBE)

The Sub recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms, "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### 3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 5. Subcontract Provisions

The Sub recipient will include the provisions of paragraphs, XI. A., Civil Rights, and XI. B., Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

### C. Employment Restrictions

#### 1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

#### 2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

#### 3. "Section 3" Clause

##### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended (12 USC 1701u), and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City/Grantee, the Sub recipient and any of the Sub recipient's sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Sub recipient certifies and hereby agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

#### b. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

This Agreement shall not be assigned or transferred by the Sub recipient without the prior written consent of the City/Grantee; provided however, that claims for money due or to become due to the Sub recipient from the City/Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished in writing to the City/Grantee.

##### 2. Subcontracts

###### a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City/Grantee prior to the execution of the agreement.

###### b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

###### c. Content

The Sub recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

###### d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City/Grantee along with documentation concerning the selection process.

##### 3. Hatch Act

The Sub recipient hereby agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 4. Conflict of Interest

The Sub recipient hereby agrees to abide by the provisions of 2 CFR 200, as now in effect and as may be amended from time to time and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;
- b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved;
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes but is not limited to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City/Grantee, the Sub recipient, or any designated public agency; and
- d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

## 5. Lobbying

The Sub recipient certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Sub recipient shall require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and co-operative agreements) and that all Sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or City/Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

## 7. Religious Activities

The Sub recipient hereby agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## SECTION XII.

### ENVIRONMENTAL CONDITIONS

#### A. Air and Water

The Sub recipient hereby agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

#### B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that the activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35.100 *et seq.* Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470)

and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

## SECTION XII.

### SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## SECTION XIV.

### SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## SECTION XV.

### WAIVER

The City/Grantee's failure to act with respect to a breach by the Sub recipient shall not result in a waiver of its right to act with respect to subsequent or similar breaches. The failure of the City/Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## SECTION XVI.

### ENTIRE AGREEMENT

The provisions set forth in Sections I-XVI, and all attachments of this Agreement constitute, the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall not be binding or valid.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: City of Grand Island, Nebraska

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

Roger G. Steele,  
Mayor, City of Grand Island

Attest:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: The Literacy Council of Grand Island

Date \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_, Executive Director

Date \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_, Board President

RESOLUTION 2020-66

WHEREAS, the City of Grand Island, Nebraska was awarded a \$413,557 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2019-2020 Annual Action Plan; and

WHEREAS, The Literacy Council of Grand Island has been awarded a grant which makes use of CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization to identified in the 2019-2020 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with The Literacy Council of Grand Island and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2020.

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

Attest:

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

Approved as to Form	☐ _____
March 5, 2020	☐ City Attorney



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item H-1

**Consideration of Approving Request from Arturo and Claudia Nunez for a Conditional Use Permit for Construction of a Second Home located at 2108 E. Stolley Park Road**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, March 10, 2020

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of February 26, 2020 through March 10, 2020**

*The Claims for the period of February 26, 2020 through March 10, 2020 for a total amount of \$4,091,639.08. A MOTION is in order.*

Staff Contact: RaNae Edwards