
City of Grand Island



Tuesday, September 22, 2020 Council Session Agenda

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

7:00 PM

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item C-1

Presentation of the Food & Beverage Occupation Tax Oversight Committee 2020 Annual Report

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 22, 2020

Subject: Annual Report by the Food & Beverage Occupation Tax Oversight Committee

Presenter(s): Ron Depue, Chairman

Background

The voters of the City of Grand Island approved an occupation tax on food and beverages of one and one half percent (1½%) at the May 10, 2016 election. Subsequent to the election, the city has adopted an ordinance that establishes the Food and Beverage Occupation Tax Oversight Committee to be responsible for reviewing the revenues and expenditures of the city's occupation tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants. The Committee shall advise the public and city officials with regard to the city's Food and Beverage Tax, and shall confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances. The Occupation Tax Oversight Committee is required by the Grand Island City Code to make an annual report to the City Council.

Discussion

The Occupation Tax Oversight Committee has been conducting quarterly meetings during the last nine months as required by the City Code. The committee met on September 10, 2020, reviewed and approved the annual report and voted to forward it on to the City Council for its review.

**REPORT OF THE OCCUPATION TAX OVERSIGHT COMMITTEE
TO THE GRAND ISLAND CITY COUNCIL
DATED: September 11, 2020.**

1. **BACKGROUND:** The original Food and Beverage Occupation Tax was approved by ordinance of the Grand Island City Council in September 2008, effective December 1, 2008. The ordinance imposed a 1.5% Occupation Tax on the sale of prepared food and non-alcoholic beverages that were subject to Nebraska Sales Tax. Tax funds were initially used to support the construction of the Community Field House located at Fonner Park as part of the City's required financial contribution related to the relocation of the Nebraska State Fair. Tax revenues were subsequently approved for disbursement for other State Fair related expenses, including relocating softball and soccer fields from Fonner Park to the Veterans Athletic Field Complex and fulfilling the City's matching funds requirement to the State Lottery. The initial ordinance contained a sunset provision providing for the termination of the tax upon the City meeting all of its financing and debt obligations with Wells Fargo related to the construction of the Community Field House.

In anticipation of the sunset of the original tax, in May 2016, Grand Island voters approved the continuation of the City's 1.5% Occupation Tax on the sale of food and beverages (including alcoholic beverages) which are subject to Nebraska Sales Tax. In May 2016, the Council enacted an ordinance which repealed the original tax and enabled enforcement of the voter approved Occupation Tax (the "New Ordinance"). The New Ordinance states that revenue derived from the voter approved Food and Beverage Tax shall be used for the following community enhancements:

- (i) To make the City's quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §§2-108-110;
- (ii) Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
- (iii) Ongoing enhancement and development of recreation and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
- (iv) Invest in community development projects and activities that stimulate progress and growth for Grand Island.

The New Ordinance also created the Occupation Tax Oversight Committee (the "Committee") composed of five members. Current Committee members are: Karl Kostbahn, Brad Bauer, Tanya Hansen and Ron Depue. There is an opening for one additional committee member. Ron Depue was re-elected to a 2-year term as Committee Chair on September 10, 2020. The Committee's charge is: (i) to advise the public and City officials with regard to the City's Food and Beverage Tax, and (ii) confirm that the tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by City

ordinances. The Committee is required to meet at least semi-annually in March and September of each year and submit a written report to the Council on its findings and suggestions each September. At its initial meeting, the Committee decided to meet on a quarterly basis and has done so without fail.

In October 2016, the City and Grow Grand Island, Inc. a Nebraska nonprofit corporation (“GGI”) entered into an Agreement For Community Enhancement Programs (the “Agreement”) for an initial term of 2 years which automatically renewed for an additional 2 years in 2018 and expires on September 30, 2020. The Agreement provided that the City will provide a minimum of \$500,000.00 of food and beverage tax funds on November 1st of each year through November 1, 2019.

In November, 2016 the City approved Ordinance #9610 authorizing a loan not to exceed \$5,000,000.00 to provide financing for a portion of the costs of certain improvements to the City parks and trails system to be paid from revenue sources, including but not limited to, the City’s Food and Beverage Tax (“Loan Funds”).

On September 8, 2020, the City approved the Amended and Restated Agreement For Community Enhancement Programs (the “Amended Agreement”). The Amended Agreement replaces the Agreement, has an initial 2-year term and automatically renews for a second 2-year term unless terminated as provided therein. Under the Amended Agreement GGI is required to adopt a procurement policy; City funds are required to be maintained in a segregated account and in order to foster collaboration, the Mayor may appoint up to 3 representatives as liaisons to attend GGI Executive Committee Meetings. Due to significant carryover of City funds paid to GGI in prior years, the 2019 distribution was not paid to GGI. The Amended Agreement ratified the \$500,000 distributions paid in 2016, 2017 and 2018, eliminates the 2019 distribution, and provides for \$150,000 to be distributed to GGI on September 1, 2020. Annual distributions to GGI will be made thereafter at \$500,000 per year, subject to: (i) availability of food and beverage tax funds, and (ii) a schedule of payments approved by the City. Unused City funds allocated to a project shall be returned to the City if not expended within 90 days of project completion. GGI must provide an annual audit.

Food and Beverage tax funds, regardless of whether distributed to GGI under the Agreement or Amended Agreement are subject to the following restrictions:

Limitation on Use. City funds shall be utilized and expended by GGI solely for such project, programs and purposes that serve and carry out a public purpose as expressly authorized, necessarily or fairly implied in or incidental to those expressly authorized and those essential to the declared objects and purposes of a city of the first class as expressed by Nebraska statutes as from time to time amended. Such projects, programs, and purposes shall encompass and be directed toward encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including

utility services, of the city; to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island; and investment in community development projects and activities that stimulate progress and growth for Grand Island. No more than 10% of the City Funds will be allowed to be used for employee and operation expenses.

2. REVIEW AND ANALYSIS: Pursuant to its directive, the Committee held quarterly meetings over the past year, reviewed the receipt and distribution of tax funds by the City and GGI, met with City and GGI representatives and reports as follows:

A. Initial Food and Beverage Tax Carryover Funds.

Upon termination of the initial Food and Beverage Tax on June 30, 2016, there were surplus funds in the amount of \$1,244,202.19 (“Restricted Funds”). By City Council resolution adopted in June 2016, the Restricted Funds were earmarked to be used for the following purposes:

- (1) To pay expenses to be incurred for removal and replacement of artificial field turf at the Grand Island Field House;
- (2) To pay expenses to be incurred for design and construction of restrooms at the City’s Veterans Sports Complex; and
- (3) The remainder to pay future quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §2-108-110.

The distribution of the Restricted Funds is set forth in the reports of the City Finance Department concerning receipt and distribution of the Food and Beverage Tax Funds from July 1, 2016 - September 30, 2017, October 1, 2017 - September 30, 2018, October 1, 2018 – September 30, 2019, October 1, 2019 - July 31, 2020 and Summary of All Years are collectively attached hereto as Exhibit “A”. All Restricted Funds have been expended appropriately with no remaining Restricted Funds on hand.

B. Receipt and Expenditure of Food and Beverage Tax Funds under the New Ordinance.

The report of the City Finance Department concerning the receipt and expenditure of Food and Beverage Tax Funds under the New Ordinance from July 1, 2016 through July 31, 2020 (“Unrestricted Funds”) is also set forth on Exhibit “A”. The balance of Unrestricted Funds as of July 31, 2020 is \$3,320,556.80 which includes Loan Funds (labeled as “Other Bond Proceeds”). Attached Exhibit “B” is a monthly summary of the Food and Beverage Tax Funds received from October 1, 2015 thru July 31, 2020.

C. Grow Grand Island's Receipt and Expenditure of Tax Funds.

GGI's audits for years ending December 31, 2018 and 2019 are attached as Exhibit "C". A summary of funds received and distributed and project dashboard are attached as Exhibit "D". Tax Funds distributed by the City to GGI are currently deposited into GGI's FDIC insured account at Home Federal Bank of Grand Island. Account funds in excess of \$250,000.00 FDIC limits are collateralized by pledged securities as required by the Agreement.

D. COMMENTS:

- (1) GGI's accounts have been continuously insured or collateralized by pledged securities as required by the Agreement continuously for the past year.
- (2) The Agreement states, "*No more than 10% of the City Funds will be allowed to be used for employee and operation expenses.*" Total administrative expenses since the inception of the Agreement are in compliance with the 10% lid.
- (3) The City has appropriately pursued enforcement and collection measures to collect delinquent accounts tax accounts.

3. COMMITTEE FINDINGS:

Based upon the Committee's review of all applicable records and reports and discussions with City legal and financial staff and GGI management, it is the opinion of the Committee that the receipt and expenditure of Food and Beverage Tax Funds through July 31, 2020 comply with the requirements of applicable City Ordinances and Agreements.

4. COMMITTEE RECOMMENDATIONS:

A. The Committee recommends that:

- (1) GGI continue to provide to the City and the Committee monthly written confirmation that all Tax Funds are fully insured or collateralized as required by the Agreement; and
- (2) The established practice of obtaining City preapproval with Committee subsequent review of all GGI projects using Tax Funds should continue.

OCCUPATION TAX OVERSIGHT COMMITTEE

BY

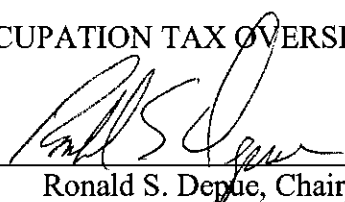

Ronald S. Depue, Chairperson

EXHIBIT A

Food and Beverage
Occupation Tax Committee

Activity since July 1, 2016-Sept. 30, 2017

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,805,136.64	
OTHER REVENUE	\$0.00	\$64,500.00	Northwestern Energy for State Fair
OTHER BOND PROCEEDS	\$0.00	\$50,001.00	Initial drawdown of loan
Subtotal Revenues	\$0.00	\$2,919,637.64	
EXPENSES			
ENG/DESIGN - UNRESTRICTED	\$0.00	\$1,400.00	Water Park Study
VETS FIELD-RESTROOM AND CONC BUILDING	\$275,716.86	\$0.00	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
HSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$295,384.01	
BIKE/PED PROJECT	\$0.00	\$7,981.93	
ECONOMIC DEVELOPMENT	\$518,931.00	\$0.00	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$20.81	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$8,887.50	Turf and Eng. Services
Subtotal Expenses	\$964,792.86	\$966,040.25	
ENDING CASH	\$279,409.33	\$1,953,597.39	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2017-Sept. 30, 2018

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$279,409.33	\$1,953,597.39	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,329,914.61	
OTHER REVENUE	\$0.00	\$86,411.26	Northwestern Energy for State Fair & CCRbate
OTHER BOND PROCEEDS	\$0.00	\$4,949,999.00	Initial drawdown of loan
Subtotal Revenues	\$0.00	\$7,366,324.87	
EXPENSES			
VETS FIELD-RESTROOM AND CONC BUILDING	\$12,226.13	\$0.00	
STERLING ESTATES PARK EQUIPMENT	\$0.00	\$81,342.32	
VETS BALLFIELD	\$0.00	\$3,459,129.15	
LOAN PRINCIPAL/EXPENSE	\$0.00	\$219,180.08	
LOAN INTEREST EXPENSE	\$0.00	\$68,112.09	
ECONOMIC DEVELOPMENT	\$267,183.20	\$180,317.80	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$6.08	CC Fees for payments
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
CONTRACT SERVICES	\$0.00	\$12,500.00	Attorney fees for loan
Subtotal Expenses	\$279,409.33	\$4,520,587.52	
ENDING CASH	\$0.00	\$4,799,334.74	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2018-Sept. 30, 2019

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$4,799,334.74	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,416,974.54	
OTHER REVENUE	\$107,500.00	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$2,524,474.54	
EXPENSES		
VETS BALLFIELD	\$2,415,733.92	
PLAYGROUND EQUIPMENT	\$44,943.23	
PICKLEBALL COURTS	\$26,493.03	
BIKE/PED PROJECT	\$109.77	
VETERANS TRAIL CONNECTION	\$1,384.62	
LOAN PRINCIPAL/EXPENSE	\$447,854.84	
LOAN INTEREST EXPENSE	\$126,211.82	
ECONOMIC DEVELOPMENT	\$460,677.00	State Fair Payments
OTHER EXPENDITURES	\$320.64	CC Fees for payments
HUSKER HARVEST DAYS PAYMENT TO CRA	\$324,416.70	2019 - Also includes Parks Assessment Payoff
GROW GRAND ISLAND DONATIONS	\$500,000.00	
Subtotal Expenses	\$4,348,145.57	
ENDING CASH	\$2,975,663.71	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2019-July 31, 2020

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$2,975,663.71	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$1,818,945.14	
OTHER REVENUE	\$78,952.14	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$1,897,897.28	
EXPENSES		
ENG/DESIGN - UNRESTRICTED	\$13,950.00	Pickleball courts
VETS BALLFIELD	\$285,325.66	
PLAYGROUND EQUIPMENT	\$28,804.28	
PICKLEBALL COURTS	\$1,669.59	
BIKE/PED-PROJECT		
VETERANS TRAIL CONNECTION	\$357.94	
LOAN PRINCIPAL/EXPENSE	\$459,903.39	
LOAN INTEREST EXPENSE	\$114,262.35	
ECONOMIC DEVELOPMENT	\$419,057.00	State Fair Payments
OTHER EXPENDITURES		
HUSKER HARVEST DAYS PAYMENT TO CRA	\$229,673.98	Includes Grant Prep Services and MA Fees on Loan
GROW GRAND ISLAND DONATIONS		
UNASSIGNED CAPITAL PROJECTS		
Subtotal Expenses	\$1,553,004.19	
ENDING CASH	\$3,320,556.80	

Food and Beverage
Occupation Tax Committee

Summary of All Years

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$9,370,970.93	
OTHER REVENUE	\$0.00	\$337,363.40	
OTHER BOND PROCEEDS	\$0.00	\$5,000,000.00	
	\$0.00	\$14,708,334.33	
EXPENSES			
ENG/DESIGN - UNRESTRICTED	\$0.00	\$15,350.00	
VETS FIELD-RESTROOM AND CONC BUILDING	\$287,942.99	\$0.00	
PLAYGROUND EQUIPMENT	\$0.00	\$73,747.51	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
STERLING ESTATES PARK EQUIPMENT	\$0.00	\$81,342.32	
HPSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$6,455,572.74	
PICKLEBALL COURTS	\$0.00	\$28,162.62	
BIKE/PED PROJECT	\$0.00	\$8,091.70	
VETERANS TRAIL CONNECTION	\$0.00	\$1,742.56	
LOAN PRINCIPAL/EXPENSE	\$0.00	\$1,126,938.31	
LOAN INTEREST EXPENSE	\$0.00	\$308,586.26	
ECONOMIC DEVELOPMENT	\$786,114.20	\$1,060,051.80	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$347.53	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
HUSKER HARVEST DAYS PAYMENT TO CRA	\$0.00	\$554,090.68	
GROW GRAND ISLAND DONATIONS	\$0.00	\$1,500,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$8,887.50	
CONTRACT SERVICES	\$0.00	\$12,500.00	Attorney fees for loan
	\$1,244,202.19	\$11,387,777.53	
	\$0.00	\$3,320,556.80	

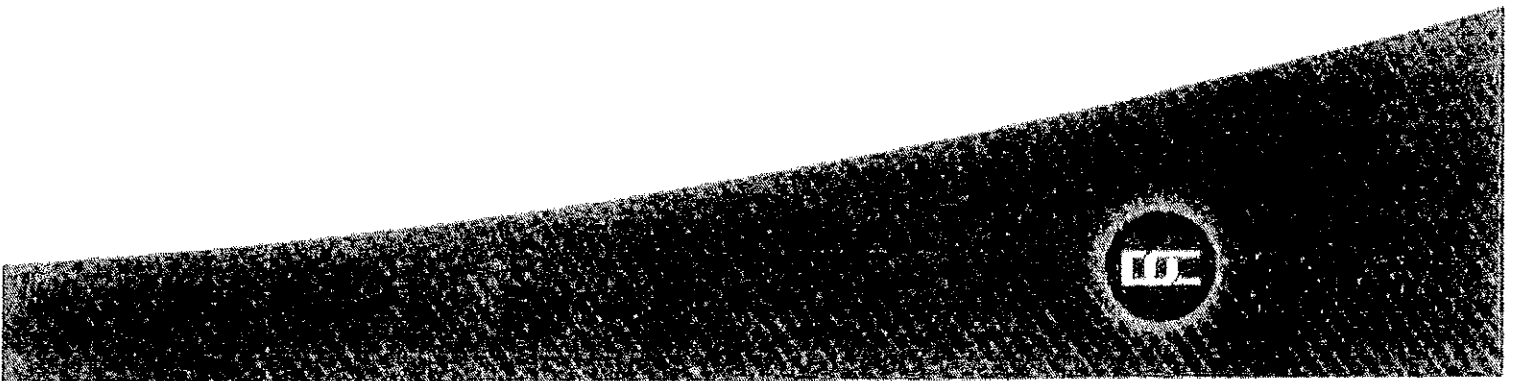


Food and Beverage Occupation Tax - As Received Basis*

	Actual FY 2015-2016	Actual FY 2016-2017	Change from Previous YR	Actual FY 2017-2018	Change from Previous YR	Actual FY 2018-2019	Change from Previous YR	Actual FY 2019-2020	Change from Previous YR
October	129,020.52	190,964.23	48.01%	186,606.85	-2.28%	207,080.68	10.97%	204,527.48	-1.23%
November	107,234.83	179,240.56	67.15%	191,946.97	7.09%	194,084.01	1.11%	191,474.72	-1.34%
December	141,486.71	164,568.71	16.31%	168,050.34	2.12%	170,414.75	1.41%	204,154.53	19.80%
January	133,807.58	187,718.82	40.29%	206,066.75	9.77%	212,480.21	3.11%	215,978.93	1.65%
February	205,365.64	154,074.55	-24.98%	157,965.35	2.53%	162,444.83	2.84%	179,029.74	10.21%
March	147,802.65	168,087.66	13.72%	173,549.58	3.25%	187,166.21	7.85%	189,527.88	1.26%
April	162,503.45	197,618.93	21.61%	210,944.44	6.74%	210,731.93	-0.10%	160,289.11	-23.94%
May	214,430.97	183,478.07	-14.43%	206,202.77	12.39%	210,976.65	2.32%	121,199.63	-42.55%
June	133,374.71	187,008.76	40.21%	205,246.34	9.75%	201,785.80	-1.69%	172,011.17	-14.76%
July	157,130.94	202,172.43	28.66%	210,139.70	3.94%	214,414.93	2.03%	180,751.95	-15.70%
August	189,181.36	192,971.26	2.00%	207,974.48	7.77%	216,092.88	3.90%		-100.00%
September	227,637.64	219,854.06	-3.42%	205,221.04	-6.66%	229,301.66	11.73%		-100.00%
Total Receipts	1,948,977.00	2,227,758.04		2,329,914.61		2,416,974.54		1,818,945.14	
Year to Date (YTD) Total	1,532,158.00	1,814,932.72	18.46%	1,916,719.09	5.61%	1,971,580.00	2.86%	1,818,945.14	-7.74%
YTD Percent Collected	78.61%	81.47%		82.27%		93.88% of Budget		79.67% of Budget	
						2019 Budget	2,100,000	2020 Budget	2,283,000

* Receipts lag the actual collection by one month. For example, January receipts are based on December sales.

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018



GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Grow Grand Island, Inc.
Grand Island, Nebraska

We have audited the accompanying financial statements of Grow Grand Island, Inc., Food and Beverage Fund, as of and for the years ended December 31, 2019 and 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position - cash basis of Grow Grand Island, Inc., Food and Beverage Fund as of December 31, 2019 and 2018, and the changes in its net assets for the years then ended in accordance with the basis of accounting as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Food and Beverage Fund and do not purport to, and do not present fairly the financial position of Grow Grand Island, Inc., as of December 31, 2019 and 2018, the changes in its financial position, or, where applicable, its cash flows for the years then ended. Our opinion is not modified with respect to this matter.

Dana J Cole + Company, LLP

Grand Island, Nebraska
July 2, 2020

GROW GRAND ISLAND, INC.
 STATEMENTS OF ASSETS AND NET ASSETS - CASH BASIS
 FOOD AND BEVERAGE FUND
 YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
ASSETS		
ASSETS		
Cash	962,531	
Due from related entities	<u> </u>	<u>948,740</u>
TOTAL ASSETS	<u>962,531</u>	<u>948,740</u>
NET ASSETS		
NET ASSETS		
With donor restrictions	<u>962,531</u>	<u>948,740</u>

GROW GRAND ISLAND, INC.
 SCHEDULES OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS - CASH BASIS
 FOOD AND BEVERAGE FUND
 YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
NET ASSETS WITH DONOR RESTRICTIONS		
REVENUE		
Support		
City of Grand Island		500,000
Interest income net of fees	<u>14,978</u>	<u>3,632</u>
Total revenue	<u>14,978</u>	<u>503,632</u>
EXPENSES		
Administrative	1,187	7,375
Grants distributed	<u> </u>	<u>32,976</u>
Total expenses	<u>1,187</u>	<u>40,351</u>
CHANGE IN NET ASSETS BEFORE OTHER INCOME	<u>13,791</u>	<u>463,281</u>
TRANSFER IN FROM BUSINESS FUND	<u> </u>	<u>5,066</u>
INCREASE NET ASSETS	13,791	468,347
NET ASSETS, beginning of year	<u>948,740</u>	<u>480,393</u>
NET ASSETS, end of year	<u>962,531</u>	<u>948,740</u>

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Grow Grand Island, Inc., was incorporated August 25, 2016. The purpose of the Corporation is to promote, encourage, and develop projects and programs to promote entertainment, agricultural and livestock shows, trade shows, and similar events that will attract visitors to Grand Island. The Corporation is to invest in community development projects and activities that stimulate progress and growth for Grand Island. The Corporation is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The majority of the Corporation's revenue is from private and corporate contributions, grants, gifts, and other sources.

The Corporation operates two funds, the Business Fund and the Food and Beverage Fund. Prior to 2018 for the Business Fund and 2019 for the Food and Beverage Fund, the funds for Grow Grand Island, Inc., were held at Grand Island Community Foundation, Inc. Since that time separate bank accounts have been established for each fund and separate records have been maintained.

Basis of Accounting

The Corporation prepares its financial statements on the cash basis. These statements represent a summary of the cash activity of the various funds of the Corporation and do not include certain transactions that would be included if the Corporation prepared its financial statements in accordance with accounting principles generally accepted in the United States of America. Under the cash basis, revenues are recognized when paid rather than when incurred. Consequently, these financial statements are not intended to present financial position or results of operations in conformity with accounting principles generally accepted in the United States of America.

Financial Statement Presentation

The financial statements included in this report are only reporting on the Food and Beverage Fund of Grow Grand Island, Inc.

The financial statements report amounts by class of net assets, as required by ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. As such, net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions.

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets With Donor Restrictions

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both, and are reported in the statements of activities as net assets released from restrictions.

Contributions

The Corporation accounts for contributions in accordance with the recommendations of FASB ASC 958-605. The Corporation reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor-restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. All funds in the Food and Beverage Fund are restricted by ballot language and state statute.

Income Taxes

The Internal Revenue Service has determined that the Corporation is exempt from federal income tax under Section 501(c)(3) of the Code. However, income from certain activities not directly related to the Corporation's tax-exempt purpose is subject to taxation as unrelated business income.

The Corporation has adopted the provisions of FASB ASC 740-10, *Accounting for Uncertain Tax Positions*. The Organization continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law, and new authoritative rulings. Management does not expect the interpretation will have a material impact (if any) on its results from operations or financial position.

NOTE 2. CONCENTRATION OF CREDIT RISK

Essentially all of the Corporation's funding for the Food and Beverage Fund is provided by support from the City of Grand Island, Nebraska, for the years ended December 31, 2019 and 2018. If this major funding ceased, the Corporation could not continue the level of services currently provided.

GROW GRAND ISLAND, INC.
 FOOD AND BEVERAGE FUND
 NOTES TO FINANCIAL STATEMENTS

NOTE 2. CONCENTRATION OF CREDIT RISK (Continued)

At December 31, 2019 and 2018, all of the Corporation's deposits with financial institutions were either fully insured or collateralized by securities held in the Corporation's name in the form of joint safekeeping receipts.

NOTE 3. NET ASSETS

Net assets consist of:

	2019	2018
Net assets with donor restrictions	<u>962,531</u>	<u>948,740</u>

NOTE 4. CITY OF GRAND ISLAND AGREEMENT

Beginning October 25, 2016, the City of Grand Island, Nebraska, entered into a contract with Grow Grand Island, Inc. Per the agreement, the City shall provide annually a minimum of \$500,000 to Grow Grand Island, Inc., from the funds derived as a result of the City's occupation tax of food and beverage retailers. The term is for a twenty-four month period with an automatic renewal. The current term expires September 30, 2020. The parties are currently in renegotiation.

The funds are to be expended by Grow Grand Island, Inc., solely for projects, programs, and purposes that serve and carry out a public purpose as expressly authorized. Employee and operation expense shall be no more than 10% of the City Funds.

For the year ended December 31, 2019, the City of Grand Island did not forward the \$500,000 annual payment to the Food and Beverage Fund at Grow Grand Island, Inc. Based on an agreement between the two parties, funds will remain with the City until such time as needed for cash flow purposes by Grow Grand Island, Inc.

NOTE 5. DONOR-RESTRICTED NET ASSETS

Donor-restricted net assets as of December 31, 2019 and 2018, are available for the following purposes:

	2019	2018
City of Grand Island restricted to promote activities that will stimulate progress and growth for Grand Island	<u>962,531</u>	<u>948,740</u>

GROW GRAND ISLAND, INC.
 FOOD AND BEVERAGE FUND
 NOTES TO FINANCIAL STATEMENTS

NOTE 6. RELEASE OF DONOR-RESTRICTED NET ASSETS

During the years ended December 31, 2019 and 2018, net assets were released from donor restrictions by incurring expense satisfying the restricted purpose specified by donors.

	2019	2018
City of Grand Island	<u>1,187</u>	<u>35,285</u>

NOTE 7. SUBSEQUENT EVENTS

In preparing the financial statements, the Corporation has evaluated events and transactions for potential recognition or disclosure through July 2, 2020, the date the financial statements were available to be issued.

Due to recent spread of the Coronavirus (COVID-19) and anticipated slowing of business activity in the geographical area that the Corporation serves, this may result in decline in revenue for some months of the year ending December 31, 2020. The dollar value of the anticipated decline in revenue is not known at the time of issuance of the financial statements. The Corporation expects to have a proportional decline in grant expenditures that could offset the anticipated decline in revenue.

Grow Grand Island - Food & Beverage Fund Summary	AS OF August 31, 2020
--	-----------------------

CITY FY View	Incl. w/Admin							
Oct-Sept	Allocation	Projects Exp	Admin Exp		Total Disbursed	GICF Fees	GICF Interest	HF Interest
2016-17	500,000.00	430,646.03	29,130.28	5.83%	459,776.31	1,669.00	644.15	
2017-18	500,000.00	19,353.97	79,201.90	15.84%	98,555.87	5,656.75	2,571.95	
GGI***			(5,115.99)		-5,115.99			
2018-19	500,000.00		3,851.94	0.77%	3,851.94	3,851.94	2,556.03	9,593.29
2019-20	0.00	41,193.54	2,171.40		43,364.94	0.00		12,153.14
TOTALS	1,500,000.00	491,193.54	109,239.53	7.28%	600,433.07	11,177.69	5,772.13	21,746.43
Interest:	27,518.56							
Revenue:	1,527,518.56		150,000.00	CAP				
Disbursed:	(600,433.07)		40,760.47	Remaining				
Bank:	927,085.49							
Committed:	(582,659.46)							
Available:	344,426.03							
Pipeline:	504,000.00							

GGI*** Check written by GGI to F&B fund to balance GICF fees/interest for the first two years of the agreement.

Grow Grand Island Project Dashboard (2016-2020)

PROJECTS - Completed	GGI GRANT	OTHER Funds	LEVERAGED
Imagination Takes Flight***	\$15,000	\$101,140	87.08%
Railside Bike Racks***	\$8,000	\$5,000	50.00%
Railside Public Art***	\$7,500	\$88,300	92.17%
Workforce Analytics Software***	\$12,000	\$12,000	50.00%
Olympic Bunker Trap	\$150,000	\$581,790	79.50%
Equine Stalls	\$300,000	\$600,000	66.67%
GI Promo OTT 2019 Campaign	\$10,000	\$15,000	60.00%
Railside Wayfinding Totems***	\$0	\$14,360	100.00%
	\$502,500	\$1,417,590	

PROJECTS - In Progress	GGI GRANT	OTHER Funds	LEVERAGED
Event Incentive Fund	\$200,000		0.00%
Targeted Talent Attraction	\$65,000		0.00%
Future Builders	\$52,000	\$139,700	72.80%
Look Local Grow Local	\$36,978		0.00%
Fonner Park Lot	\$35,000	\$37,000	51.39%
Degree-Based Internship	\$225,000	TBD	0.00%
	\$613,978	\$176,700	

PROJECTS - Pipeline	GGI GRANT	OTHER Funds	LEVERAGED
Entryway Signage	\$199,050	\$4,450	2.24%
HEC Customer Experience	\$99,258	\$45,000	45.34%
HEC Outdoor Venue	\$123,905	\$35,000	28.25%
GI Image	\$80,000	\$8,000	10.00%
	\$502,213	\$92,450	

TOTALS	\$1,618,691	\$1,686,740	
GGI Funded without F&B***	\$42,500		
Adjusted Total	\$1,576,191		



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 4705 Gold Core Drive - ZITSKI, LLC

Council action will take place under Consent Agenda item G-5.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 22, 2020

Subject: Acquisition of Utility Easement – 4705 Gold Core Drive

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of ZITSKI, LLC, located through a part of Lot Six (6), Platte Valley Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska (4705 Gold Core Drive), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Nova-Tech has requested an additional upgrade to their electrical service. A new three-phase pad-mount transformer will be installed on the west side of their existing north building and 4” conduit containing 4/0 copper cable will be installed from Gold Core Drive, east to the new transformer. The City has requested a twenty (20.0) foot wide easement tract to accommodate the new electrical service addition. The proposed easement will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

Alternatives

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

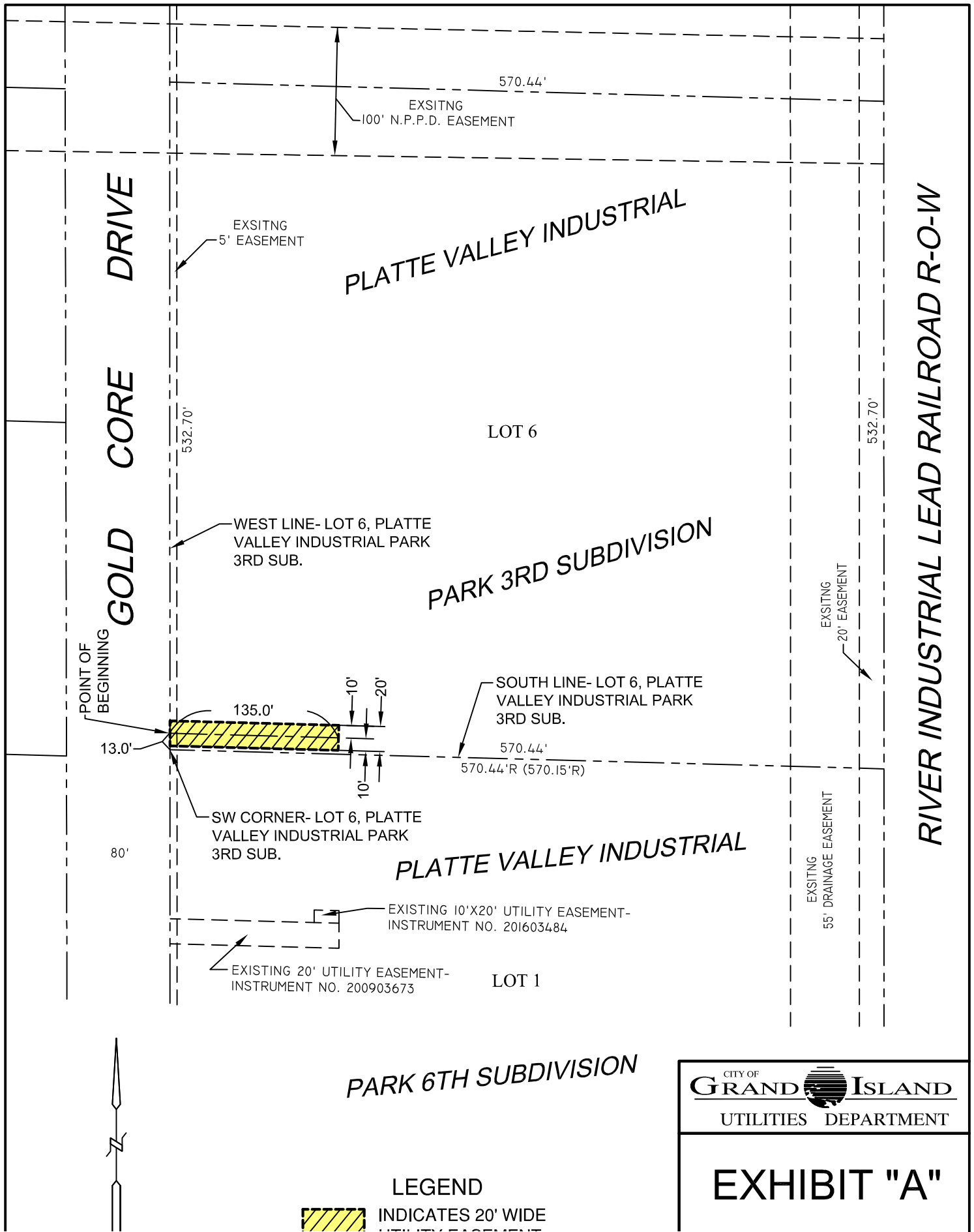
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item E-2

Public Hearing on Zoning Change for property located east of Engleman Road and south of Indian Grass Road (part of Copper Creek Subdivision) from R2 Low Density Residential to R-3SL Medium Density Residential Small Lot Zone (Guarantee Group LLC)

Council action will take place under Ordinances item F-2.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: September 22, 2020
Subject: Rezone from R-2 Zone to R3-SL Zone
Presenter(s): Chad Naby, AICP Director

Background

An application has been made to rezone a tract of land consisting of 26.767 acres located in the NW ¼ of Section 23 Township 11 range 10 West of the 6th Principal Meridian Hall County, Nebraska from R2-Low Density Residential to R3-SL Medium Density Residential Small Lot Zone. This property is in the southwest corner of the Copper Creek Subdivision excluding property owned by the Grand Island Utilities Department.

Discussion

At and after the Planning Commission meeting questions have arisen regarding the mix of townhome and detached single family residential in Grand Island and the impact on property values. Most subdivision since the 1970's in Grand Island have included a mix of townhome/duplex development along with detached single family homes. These subdivisions include Brentwood, Ponderosa Estates, Summerfield Estates, Northview, Woodland Park and Westwood Park. Many others could also be named. The proposed 40' wide lots would accommodate both detached single family homes with a width of 30 feet or townhomes with a shared center property line and a width of up to 35 feet. Mr. O'Connor's current floor and plot plans for these lots show these as single family detached homes. The plans he presented at the Planning Commission meeting are attached.

Another concern was the lack of access from the subdivision onto Engleman Road. One of the next phases of the proposed development will include a street intersecting Engleman Road. This is proposed for development just south of the Dawn Circle one of the newest streets on the west side of the subdivision. A proposed preliminary plat for the remainder of the development is attached. This will be submitted for approval if the rezoning is approved. Most of the smaller townhome lots are located in the southwest corner of the subdivision near the water tower property. The lots proposed for the southeast part of the development would be the same size as the lots in the rest of Copper Creek and intended for detached single family homes.

At the regular meeting of the Regional Planning Commission, held September 2, 2020 the above item was considered following a public hearing.

O'Neill opened the public hearing

Nabity explained the property is located at the southwest corner of Copper Creek Subdivision consisting of 26 acres to be considered to be rezoned from R2: Low Density Residential to R3-SL: Medium Density-Small Lot Residential Zone. The property is planned for low to medium residential according to the comprehensive plan and future land use map. The R2 zone requires 6,000 square foot lot for 7 lots per acre. A proposed preliminary plat will be submitted if/when the area is rezoned. Based on the comprehensive plan and plan for the area approval is recommended.

Sean O'Connor, 1912 W Anna – O'Connor stated the concept of Copper Creek was to bring affordable housing. The 900 square foot main level homes will be 30 feet wide and stand alone. The cost has not been determined as of yet. Sean O'Connor stated the rezone change will allow a 20 foot front yard setback and will allow for 5 feet more in the backyard. O'Connor also explained that because of the way the TIF works on this subdivision he cannot afford to do anything that lowers the property values and tax value of the original homes built in the subdivision. His profits on this project will be impacted by the value of those homes. Randone asked for the total of number homes left in the project. Sean O'Connor said there are around 250 homes left to build on the project. Ruge asked if a 20 foot setback is still doable on R3SL on a 6000 square foot lot. O'Connor stated that the 20 foot setback will make houses fit better on all of the lots, both the townhome lots and the majority of the lots that will be for detached single family homes.

Alan Pickrel, 4315 Lovegrass Drive - Alan Pickerel explained why he believed this project would not increase land value.

Christina Wemhoff – 112 Little Bluestem Dr. – Christina mentioned her concerns such as the size of the lots being too small and drainage issues.

Gordon Coble – St. Paul, NE - Gordan Coble explained there's a housing shortage and believes that more housing should be added. He went on to say that lots have been decreasing for some time. Mr. Coble explained that smaller lots will make homes more affordable.

Ruge stated adding smaller lots is a way to add affordable housing for the community.

O'Neill asked Nabity if 24 ft is the minimum frontage on these lots. Nabity explained the minimum is 24 feet for row house lots with 3 or more attached units.

Randone stated he believes the project is good for first time home buyers and a good way to add to the community.

O'Neill closed the public hearing.

A motion was made by Randone and second by Ruge to recommend approval for the rezoning from R2: Low Density Residential Zone to R3-SL Medium Density-Small Lot Residential Zone.

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

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

Alternatives

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

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

Recommendation

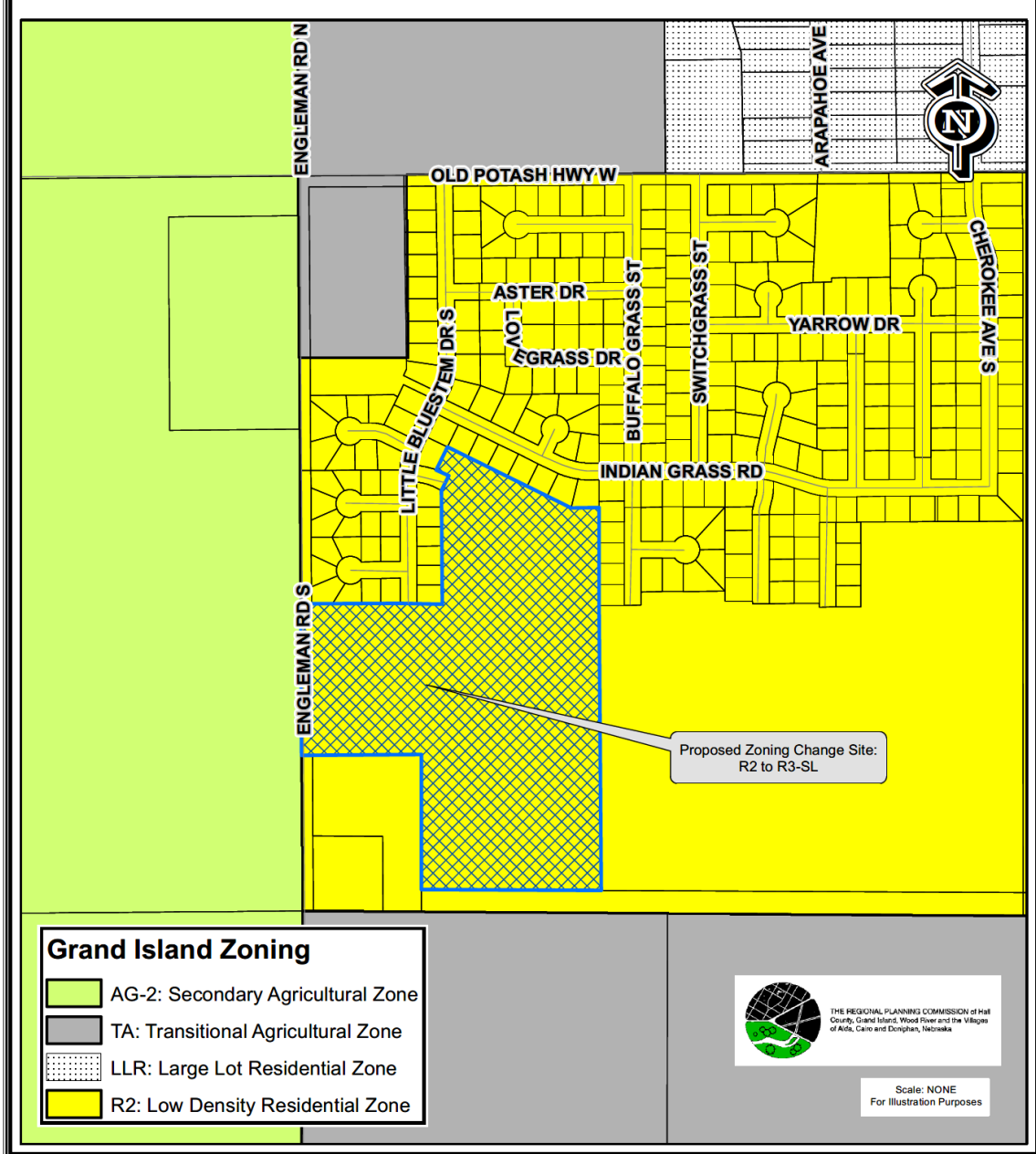
City Administration recommends that the Council approve the proposed changes as recommended.





Sample Motion

Move to approve the ordinance and development plan as presented.

Proposed Zoning Change Location Map

A TRACT OF LAND LOCATED IN THE NORTH WEST QUARTER, SECTION 23, TOWNSHIP 11 NORTH, RANGE 10
WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



Grand Island Zoning	
	AG-2: Secondary Agricultural Zone
	TA: Transitional Agricultural Zone
	LLR: Large Lot Residential Zone
	R2: Low Density Residential Zone



Scale: NONE
For Illustration Purposes

COPPER CREEK ESTATES

SUBDIVISION

PRELIMINARY PLAT

SEPTEMBER 2020

SHEET 1 OF 3
 LOT LAYOUT

SUBDIVISION
 AREA: 75.58 ACRES
 LOT USAGE
 284 LOTS
 1 OUTLOT

ENGINEER/LAND SURVEYOR
 201 E. 2ND ST.
 GRAND ISLAND, NE 68801



PLATTING BOUNDARY
 PROPOSED EASEMENT LINE
 EXISTING EASEMENT BOUNDARY
 EXISTING PROPERTY LINE
 EXISTING EXPOSURE LINE
 SURVEY'S CENTER
 MEASURED DISTANCE
 RECORDED DISTANCE
 PLATTING PROPERTY CORNER

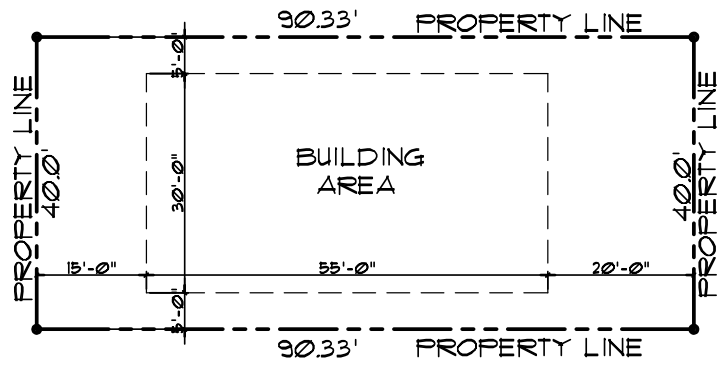
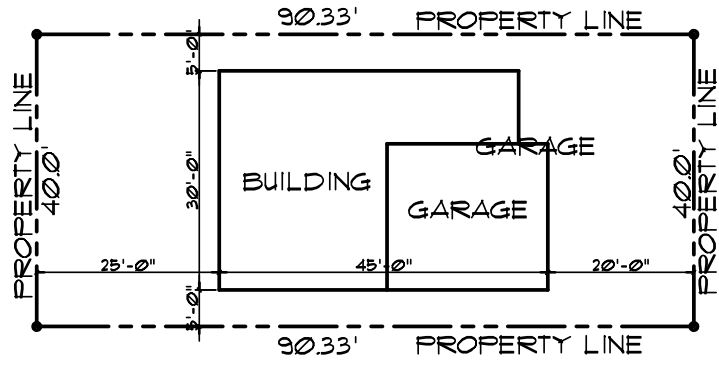
0 50' 100' 200'
 SCALE IN FEET

REV.	DATE	REVISIONS DESCRIPTION
1	2020	REVISIONS

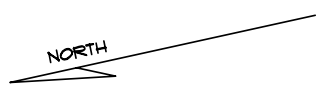
LOT LAYOUT
 COPPER CREEK
 PRELIMINARY PLAT
 GRAND ISLAND, NEBRASKA

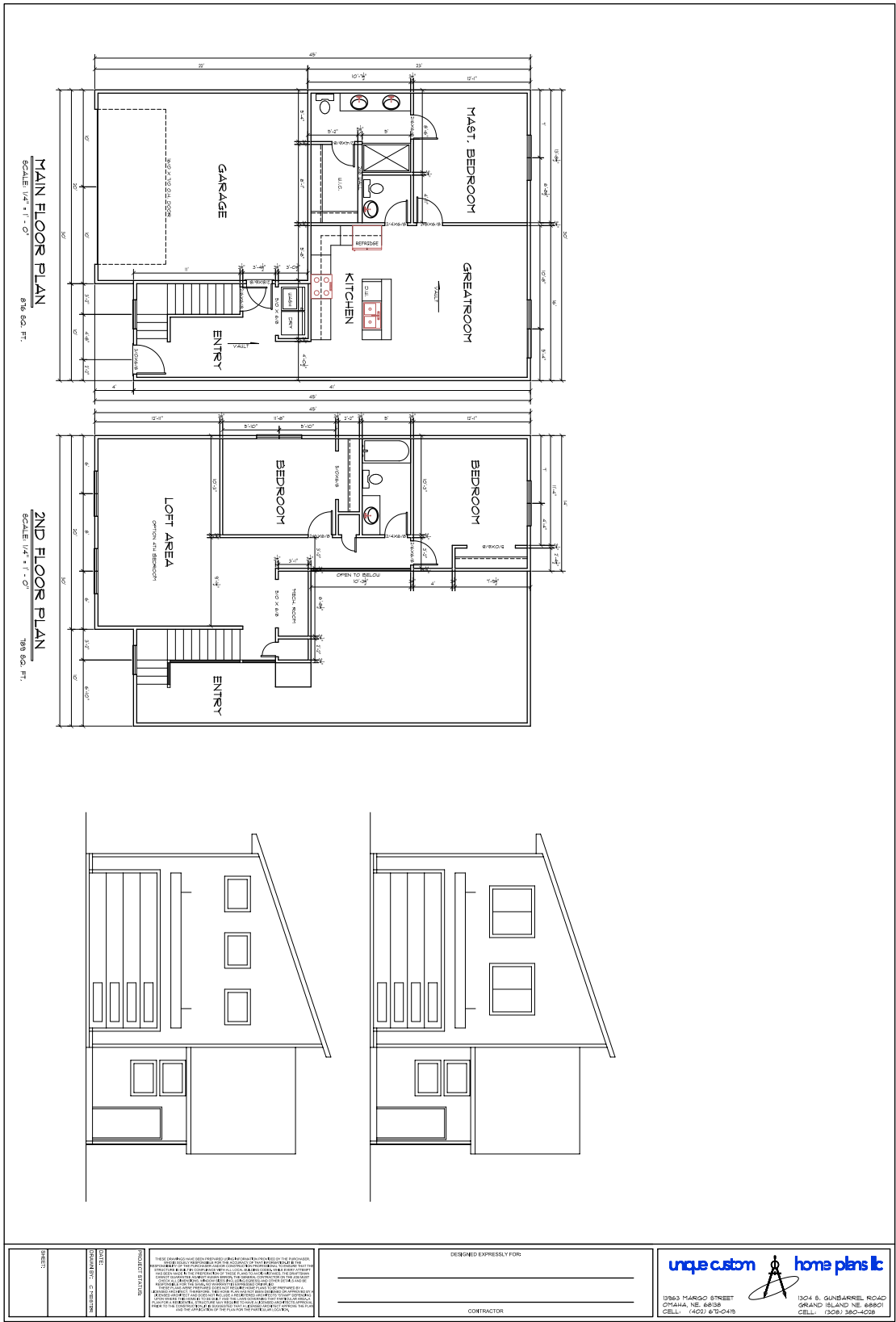
olsson

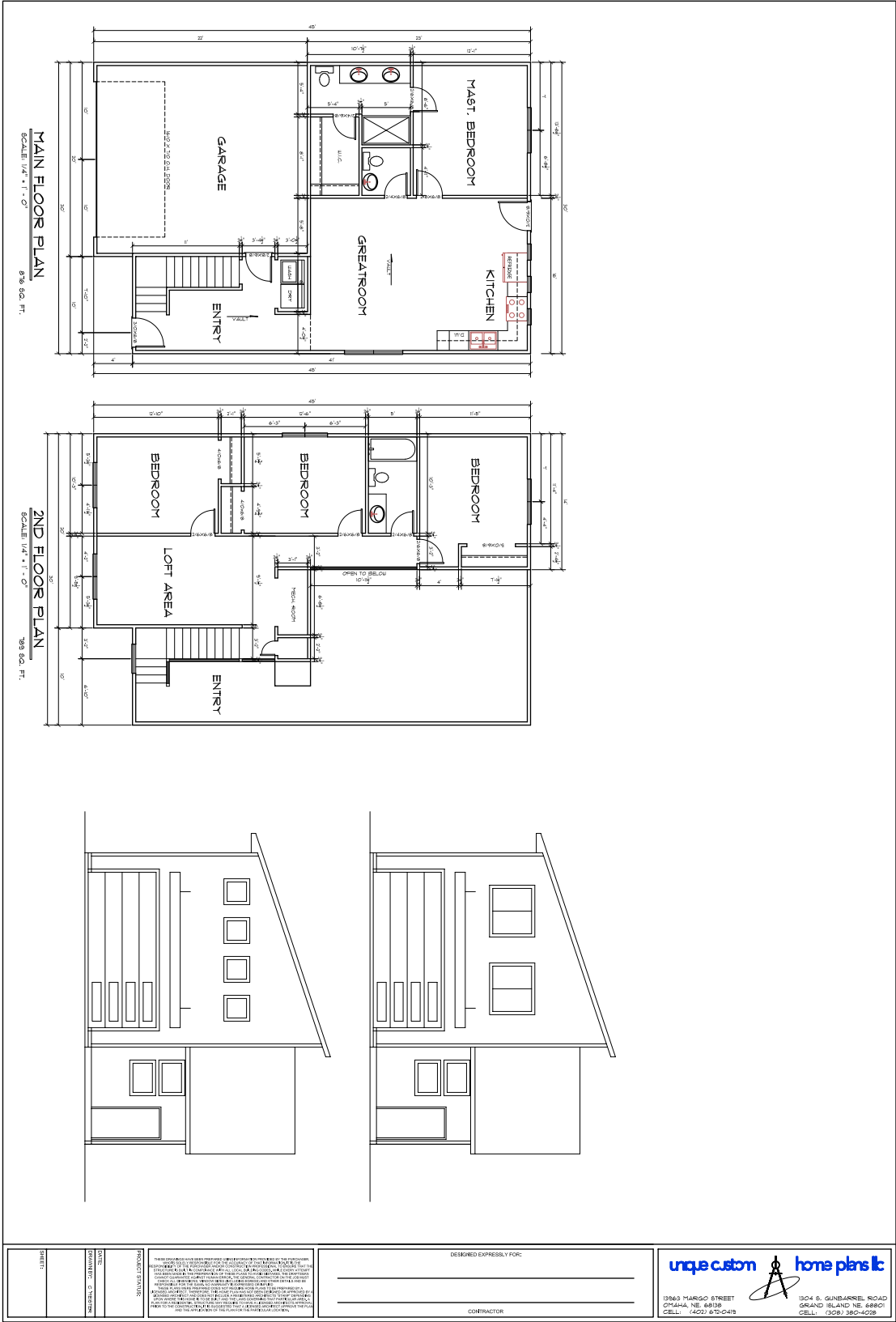
201 East 2nd Street
 Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com



SITE PLAN
 SCALE: 1" = 20'-0"







MAIN FLOOR PLAN
SCALE: 1/4" = 1' - 0"
88 SQ. FT.

2ND FLOOR PLAN
SCALE: 1/4" = 1' - 0"
88 SQ. FT.

<p>PROJECT OWNER:</p> <p>DESIGNER:</p> <p>CONTRACTOR: C. THORNTON</p> <p>DATE:</p> <p>REVISIONS:</p>	<p>DESIGNED EXPRESSLY FOR:</p> <p>_____</p> <p>_____</p> <p>CONTRACTOR</p>	<p>unique custom  home plans llc</p> <p>1563 MARGO STREET GRAND ISLAND, NE 68801 CELL: (402) 670-0418</p> <p>1524 S. GUNBARREL ROAD GRAND ISLAND, NE 68801 CELL: (308) 380-4028</p>
	<p><small>THIS DOCUMENT IS THE PROPERTY OF HOME PLANS LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF HOME PLANS LLC IS STRICTLY PROHIBITED. HOME PLANS LLC IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED. HOME PLANS LLC IS NOT A LICENSED ARCHITECT OR ENGINEER IN THE STATE OF NEBRASKA. THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF HOME PLANS LLC.</small></p>	

Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

August 24, 2020

SUBJECT: *Zoning Change(C-21-2020GI)*

PROPOSAL: To rezone tract of land consisting of 26.767 acres located in the North West Quarter, Section 23, Township 11 North, Range 10 West of the 6th P.M., in the City Of Grand Island, Hall County, Nebraskan from **R2: Low Density Residential Zone** to **R3-SL: Medium Density-Small Lot Residential Zone**. This property is located east of Engleman Road and south Indian Grass Road.

OVERVIEW:

Site Analysis

<i>Current zoning designation:</i>	R2: Low Density Residential Zone
<i>Permitted and conditional uses:</i>	Residential uses with a density of 1 unit per 6,000 square feet of property. Minimum lot size of 6,000 square feet. Churches, schools, parks are permitted in this zoning district
<i>Comprehensive Plan Designation:</i>	Designated for low to medium density residential uses.
<i>Existing land uses:</i>	Vacant
<i>Proposed Zoning Designation:</i>	R3-SL: Medium Density-Small Lot Residential Zone
<i>Permitted and conditional uses:</i>	R3-SL: Residential uses with a density of 1 unit per 3,000 square feet of property. Minimum lot size of 3,000 square feet. Attached Single Family with a density of 1 unit per 2,100 square feet. Churches, schools, parks and some limited non-profit operations and day care facilities are also allowed as permitted or conditional uses in this district.

Adjacent Properties Analysis

<i>Current zoning designations:</i>	North: R2: Low Density Residential Zone
	South: TA: Transitional Agricultural Zone
	East: AG-2: Secondary Agricultural Zone
	West: R2: Low Density Residential Zone
<i>Intent of zoning district:</i>	R-2: To provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.
	TA: for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings

at a maximum density of two dwelling units per acre. The intent of the zoning district also would allow the raising of livestock to a limit and within certain density requirements.

AG-2: To provide for the preservation of lands best suited for agricultural uses of all types including feed lots and the commercial feeding of livestock to specific limits and accessory uses; to prevent encroachment of uses of land that could be mutually incompatible and continue to provide for agricultural uses as a major asset to the economy of the area of the use and conservation of agricultural land, to protect the value of such land, and to protect it from indiscriminate residential and urban development and other incompatible and conflicting land uses..

Permitted and conditional uses:

R2: Residential uses with a density of 1 unit per 6,000 square feet of property. Minimum lot size of 6,000 square feet. Churches, schools, parks are permitted in this zoning district

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

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

Comprehensive Plan Designation:

North, South, East: Designated for low to medium density residential

West: Agricultural

Existing land uses:

North: Single family residential

South, West and East: Vacant /Agricultural

EVALUATION:

Positive Implications:

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

Negative Implications:

- *Non-foreseen*

Other Considerations:

This is a change from the original plan for this property. Changes occur over time with new circumstances. The original plan for Cooper Creek was an entire subdivision of manufactured homes. The second vision included 20 home styles with 3 roof patterns. What have been built to date has essentially been 4 or 5 styles with different roof styles. Market concerns and pricing are a factor in development.

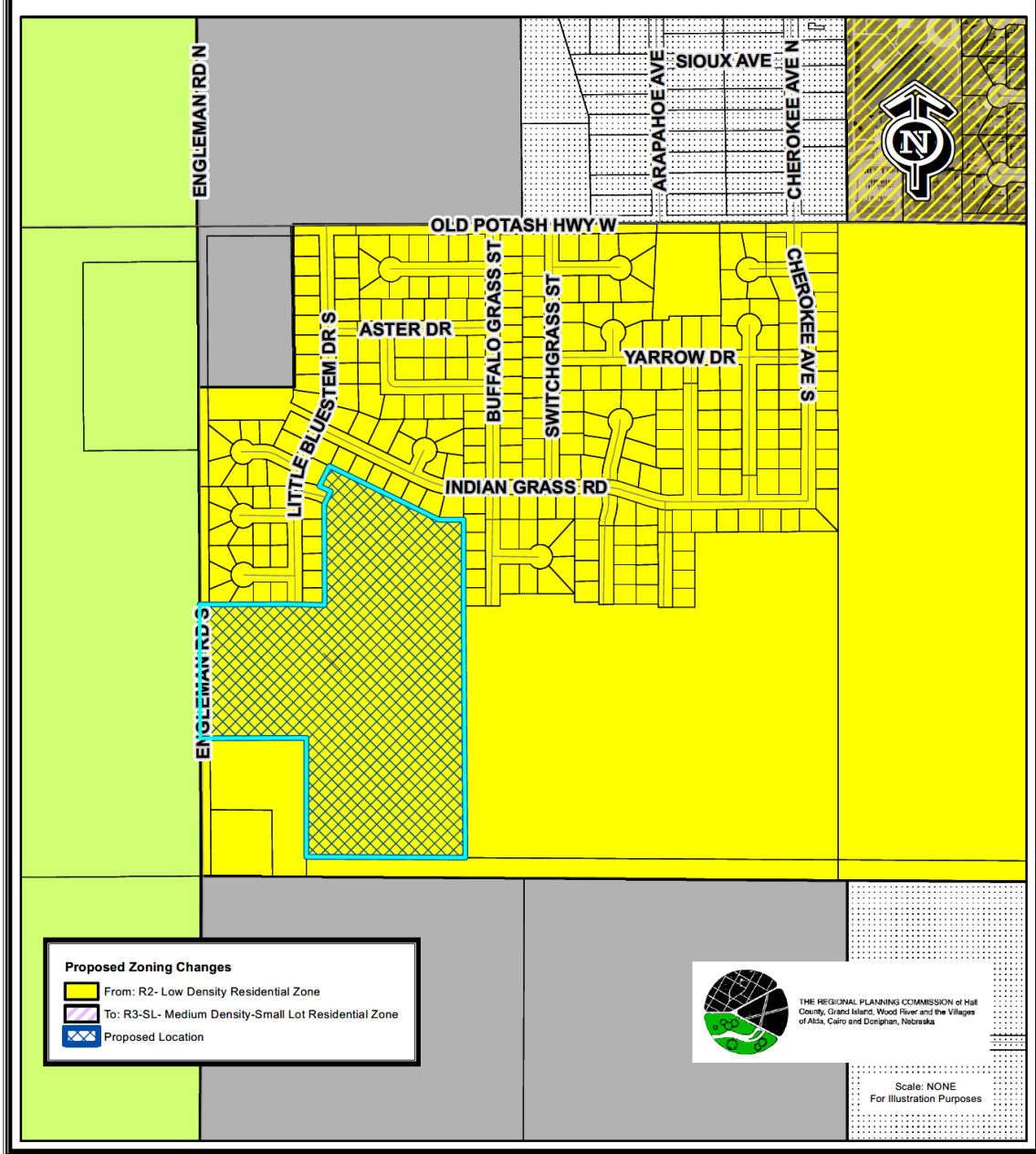
RECOMMENDATION:




That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from **R2: Low Density Residential Zone** to **R3-SL: Medium Density-Small Lot Residential Zone**.

_____ Chad Nability AICP, Planning Director

Proposed Zoning Change Location Map

A TRACT OF LAND LOCATED IN THE NORTH WEST QUARTER, SECTION 23, TOWNSHIP 11 NORTH, RANGE 10
WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



Proposed Zoning Changes	
	From: R2- Low Density Residential Zone
	To: R3-SL- Medium Density-Small Lot Residential Zone
	Proposed Location



Scale: NONE
For Illustration Purposes



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item E-3

Public Hearing on Changes to Chapter 36-61 of the Grand Island City Code Relative to (LLR) Large Lot Residential Zone

Council action will take place under Ordinances item F-3.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 22, 2020

Subject: Concerning proposed amendments to Chapter 36 Large Lot Residential (LLR) Zone Section **§36-61**

Presenter(s): Chad Nabity, AICP Planning Director

Background

Recently issues have come up with larger tracts of land in the Large Lot Residential Zoning (LLR) district specifically how to allow certain uses on tracts of more than 5 acres. The LLR Zoning District was adopted in 2004 with the updated zoning regulations and comprehensive development plan to separate lower density acreage developments. Some examples of this would be the half acre lots and single family residence which were developed around the East Lakes and Northwest Grand Island. Most of these were developed in the late 60's, 70's and early 80's with lots served by rural sections roads and individual well and septic systems. Some of these areas, though, have lots or parcels of up to and over 10 acres or properties that can be subdivided into smaller tracts some of which are still larger than 5 acres.

Discussion

The Planning Department and Building Department have recently had some issues with owners of large (more than 5 acres) properties that are zoned LLR wanting an electric service to provide a well for animals, or building a large picnic shelter of a size that would require a building permit on a lots without a house or other principal use. These uses, keeping livestock or recreation, are generally accessory to a permitted principal use on the property but the owners would like to have them classified as a principle use.

In general our regulations prohibit accessory units without a principle use. As an example, a detached garage on the same lot as a house is permitted as an accessory to the house. The garage would not be permitted without the house on the lot. In the case of the garage this is done to keep people from building what are essentially warehouse buildings without any relationship to the residential nature of the neighborhood on residential lots.

The requests to keep animals on a larger lot that is zoned LLR without a house or other principal use or to build a shade structure on a large lot adjoining a lake are not unreasonable they just

don't fit the regulations as they are currently drafted. The building and planning departments are offering the following changes to this zoning district to accommodate these requests.

§36-61. (LLR) Large Lot Residential Zone

Intent: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

(A) Permitted Principal Uses: The following principal uses are permitted in the (LLR) Large Lot Residential Zoning District.

- (1) Dwelling units
- (2) Raising of field crops and horticulture
- (3) Country clubs as defined herein
- (4) Public parks
- (5) Utility substations necessary to the functioning of the utility (but not including general business offices, maintenance facilities) when located according to the yard space rules set forth in this section for dwellings and having a ten foot landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties. Installation shall not be subject to minimum area or width regulations.
- (6) Railway right-of-way, but not including railway yards or facilities
- (7) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (8) All other Permitted Principal Uses indicated as permitted within the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to conditions relating to the placement of said use on a specific tract of ground in the (LLR) Large Lot Residential Zoning District.

- (1) Greenhouses and the raising of trees and nursery stock
- (2) Cemeteries, memorial parks, crematories, mausoleums, and columbariums
- (3) Commercial mines, quarries, sand and gravel pits and accessory uses
- (4) Riding academies
- (5) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (6) Towers
- (7) Veterinary clinics and animal hospitals

(8) Private recreational areas subject to the following minimum conditions:

Size of property is at least 5.0 acres

All buildings requiring a building permit are identified on the application

All services such as water, sewer, natural gas and electric are identified on the application whether provide privately or publicly.

Additions of services or buildings accessory to this approved use will require an additional hearing for a conditional use permit to review the proposed additions.

(9) Keeping of Livestock subject to the following minimum conditions:

Size of property is at least 5.0 acres

All buildings requiring a building permit are identified on the application

All services such as water, sewer, natural gas and electric are identified on the application whether provide privately or publicly.

Number and/or type of animal is consistent with the limitations of the Grand Island Animal Ordinance Chapter 5 of the City Code.

Additions of services or buildings accessory to this approved use will require an additional hearing for a conditional use permit to review the proposed additions.

(10) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Guest building
- (2) Customary home occupations
- (3) Buildings for the display and sale of products grown or raised on the premises, provided, the floor area does not exceed 500 square feet
- (4) Offices incidental to and necessary for a permitted use
- (5) Other buildings or uses accessory to the permitted principal uses

(D) Space Limitations:

Uses			Minimum Setbacks						
			A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Area per Dwelling Unit	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	20,000	20,000	100	30	25	15	20	25%	35
Conditional Uses	20,000	20,000	100	30	25	15	20	25%	35

(E) Miscellaneous Provisions

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein

From the September 2, 2020 Regional Planning Commission Meeting Minutes:

3. Public Hearing – Zoning Text Amendments – Grand Island – Concerning changes to sections §36-8 Definitions and §36-61. (LLR) Large Lot Residential Zone (C-20-2020GI)

O’Neill opened the public hearing.

Nabity asked the board not to take action on the definitions as of yet. The potential changes will be brought back next month. The specific definition that Nabity explained staff would like to amend is Street Frontage. The proposal is to amend Street Frontage in the zoning regulations, to eliminate issues where subdivided lots do not provide any possibility of actual vehicular access to the property. Nabity explained due to the conflict with “Street Frontage Access”, he is proposing moving the definition and placing it under “Street” and a subset of a general definition of streets (types of streets).

Nabity explained the proposed changes to LLR Large Lot Residential Zoning Districts. He stated issues have come up with owners wanting to add shade structures and use their property for recreational uses. However because there is not a principal use it is not permitted. Changes to the zoning regulation will allow for such uses with a conditional use permit. Nabity explained that the changes will require owners to identify all building being place upon the property and every addition to the property must go through a new conditional use permit process.

Nabity then went on to explain that changes to this zoning district will allow for animals on property of more than 5 acres with the use of a conditional use permit. Nabity recommended that the planning commission make a motion on the changes to the LLR Large Lot Residential Zoning District and that the changes pertaining the definition will be revised and be brought forward at a later date.

O'Neill closed the public hearing.

A motion was made by Ruge and second by Rainforth recommend approval of the language change of (LLR) Large Lot Residential Zone.

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item F-1

#9788 - Consideration of Amendments to Grand Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

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

Council Agenda Memo

From: John Collins, Public Works Director

Meeting: September 22, 2020

Subject: Consideration of Amendments to Grand Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

Presenter(s): John Collins, Public Works Director

Background

The last review of the Snow Emergency Routes was conducted in 2015; current list can be found in Section 22-113 of the City Code.

With the construction and opening of the new hospital located at Prairieview St and Husker Hwy, it was determined that Prairieview St would need added to the Snow Emergency Routes. This was an opportune time to reevaluate the existing Snow Emergency Routes for limit changes, other additions or possible removal.

Completion time for snow removal of the Snow Emergency Routes will continue to increase if routes are only added and not reduced. Therefore a complete review of the Snow Emergency Routes was conducted to determine if all the Snow Emergency Routes currently listed were still necessary for traveling public and emergency services.

Snow Emergency Routes with a designated functional classification of local, opposed to arterial or collector, were reviewed by Public Works to determine the need to remain a Snow Emergency Route.

Discussion

Below are the recommended changes to the Snow Emergency Routes:

- Blaine St between Wildwood Dr and Third St– Extend limits of current route listed in Section 22-113 which ends at Rainbow Rd to Wildwood Dr. Recommend as it provides secondary access to the Platte Generating Station.

- Broadwell Ave between Anna St and Hwy 281/Airport Rd Junct. – Extend limits of current route listed in Section 22-113 which ends ¼ Mile North of Roberts Rd to match City Limits at Hwy 281.
- Fonner Park Rd between Stuhr Rd and Adams St – Extend limits of current route listed in Section 22-113, which ends 420’ West of Sylvan, to Adams St.
- Lincoln Ave between Anna St and Broadwell Ave– Recommend addition as it was inadvertently removed from list in 2015. Has continued to be plowed and signed as a snow route and should be placed back on the list.
- Pioneer Blvd between Blaine St and Stolley Park Rd – Recommend removal due to local functional classification and Fire Department consent that removal as a designated Snow Emergency Route is appropriate.
- Prairieview St between Rae Rd and Husker Hwy – Recommend addition to provide access to the Hospital, including Emergency Room Access.
- Rae Rd between Hwy 281 and Prairieview St – Recommend addition as it is the connecting link between Prairieview St, hospital access, and Hwy 281.
- Redwood Rd between Faidley Ave and 13th St – recommend addition as it passes by a School and serves as the connecting link between Independence Ave/ Mansfield Rd and Faidley Ave.
- U.S. Highway 281 between ¼ mile south of Wildwood Dr and Broadwell Ave – Include all sections of the highway within city limits by extending current route listed in Section 22-113, which ends at NE Hwy 2, to Broadwell Ave.

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 an Ordinance amending Section 22-113 of the Grand Island City Code with the above changes.

Sample Motion

Move to approve Ordinance amending Section 22-113 of the Grand Island City Code with the recommended changes.

ORDINANCE NO. 9788

An ordinance to amend Chapter 22 of the Grand Island City Code; to amend Section 22-113 pertaining to Snow Emergency Routes, to repeal Section 22-113 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 22-113 of the Grand Island City Code is hereby amended to read as follows:

Division 4. Regulations to Facilitate Snow Removal

§22-113. Snow Emergency Routes

The City Council may, by resolution, designate snow emergency routes within the City in accordance with Section 22-113 through 22-117 of the City Code. Appropriate signs or other traffic control devices shall be installed indicating the existence of such snow emergency routes. A designation of any street, avenue, road, or highway, or portion thereof, as a snow emergency route shall in no way affect designation of that street, avenue, road or highway for any other purpose.

- Adams Street* between Stolley Park Road and Anna Street;
- Anna Street* between Blaine Street and Locust Street;
- Bismark Road* between Locust Street and BNSF Railway Right-of-Way (City Limits);
- Blaine Street* between ~~Rainbow-~~ **Red Wildwood Drive** and Third Street **(within City Limits);**
- Broadwell Avenue* between Anna Street and ~~¼ Mile North of Roberts Street~~ **U.S. Highway 281/Airport Road** (City Limits);
- Cannon Road* between North Road and Mansfield Road;
- Capital Avenue* between Engleman Road and ½ Mile East of Sky Park Road (City Limits);
- Cherry Street* between Bismark Road and Sutherland Street;
- College Street* between Broadwell Avenue and Webb Road;
- Custer Avenue* between Third Street and Capital Avenue;
- Diers Avenue* between Old Potash Highway and Capital Avenue;
- Eddy Street* between Anna Street and State Street;
- Eighteenth Street* between the Burlington Northern and Santa Fe Railroad and St. Paul Road;
- Faidley Avenue* between Redwood Road and Broadwell Avenue;

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September 18, 2020	☐ City Attorney

ORDINANCE NO. 9788 (Cont.)

Fonner Park Road between Stuhr Road and ~~320 feet west of Sylvan Street~~ *Adams Street*;

Fourth Street between Broadwell Avenue and Sky Park Road;

Harrison Street between Stolley Park Road and Anna Street;

Howard Avenue between Faidley Avenue and Tenth Street;

Husker Highway between U.S. Highway 30 and U.S. Highway 28;

Independence Avenue between Manchester Road and Nebraska Highway No. 2;

Koenig Street between Blaine Street and Plum Street;

Lafayette Avenue between State Street and Capital Avenue;

Lincoln Avenue between *Anna Street and Broadwell Avenue*;

Locust Street between 1,200 feet north of Interstate 80 (City Limits) and First Street;

Manchester Road between Viking Road and Mansfield Road;

Mansfield Road between Thirteenth Street and Manchester Road;

Nebraska Highway 2 between 1,400 feet west of Independence Avenue and U.S. Highway 281;

North Front Street between Webb Road and Broadwell Avenue;

North Road between Husker Highway and Nebraska Highway No. 2;

Old Lincoln Highway between Custer Avenue and Broadwell Avenue;

Old Nebraska Highway No. 2 between Broadwell and U.S. Highway 281;

Old Potash Hwy between 540 Feet West of Arapahoe Avenue and Custer Avenue;

Old U.S. Highway 30 between West Intersection with U.S. Highway 30 and East Intersection with U.S. Highway 30 Overpass;

Pine Street between Court Street and South Front Street;

~~*Pioneer Boulevard* between *Blaine Street and Stolley Park Road*;~~

Pleasant View Drive between Bismark Road and Fonner Park Road;

Plum Street between Sutherland Street and Second Street;

Prairieview Street between *Rae Rd and Husker Hwy*;

Rae Rd between *U.S. Highway 281 and Prairieview Street*;

Redwood Road between *Faidley Avenue and Thirteenth Street*;

Riverside Drive between Stagecoach Road and Stolley Park Road;

St. Paul Road between Fourth Street and Capital Avenue;

Schimmer Drive between ½ Mile West of U.S. Highway 281 (City Limits) and Blaine Street (City Limits);

Second Street between Webb Road and Garfield Street;

Seedling Mile Access Road between Seedling Mile Road and U.S. Highway 30

Seeding Mile Road between ¼ Mile West of Museum Drive and ¼ Mile East of Shady Bend Road (City Limits);

Seventeenth Street between Walnut Street/State Street Intersection and the Burlington Northern and Santa Fe Railroad;

Shady Bend Road between Bismark Rd and Union Pacific Railroad Right-of-Way (within City Limits)

Shady Bend Road between 1910 Feet North of Capital Avenue and Airport Road;

Sky Park Road between Fourth Street and White Cloud Road;

South Front Street between Vine Street and Walnut Street;

ORDINANCE NO. 9788 (Cont.)

Stagecoach Road between Blaine Street and Locust Street;
State Street between Seventeenth Street/Walnut Street Intersection and North Road;
Stolley Park Road between 920 Feet West of Freedom Drive and Stuhr Road;
Stuhr Road between North Intersection with Stolley Park Road and U.S. Highway 30;
Sutherland Street between Cherry Street and Plum Street;
Swift Road between Stuhr Road and ¼ Mile East of Stuhr Road;
Sycamore Street between Court Street and Capital Avenue;
Tenth Street between Broadwell Avenue and St. Paul Road;
Third Street between Blaine Street and Vine Street;
Thirteenth Street between 910 Feet West of Branding Iron Lane and Wheeler Avenue;
U.S. Highway 30 between Husker Highway and Grant Street;
U.S. Highway 30 (Second Street) between Grant Street and Greenwich Street;
U.S. Highway 30 (Eastbound)/Greenwich Street between First Street and Second Street;
U.S. Highway 30 (First Street/Second Street) between Greenwich Street and Plum Street;
U.S. Highway 30 between Plum Street and 270 Feet West of Shady Bend Road (City Limits);
U.S. Highway 34 (Husker Highway) between U.S. Highway 281 and ¼ mile East of Locust Street (City Limits);
U.S. Highway 281 between ¼ Mile South of Wildwood Drive and ~~Nebraska Highway 2~~ Broadwell Avenue (within City Limits);
Walnut Street between Locust Street/Charles Street Intersection and Fourth Street;
Webb Road between South Intersection with U.S. Highway 281 and North Intersection with U.S. Highway 281;
Wheeler Street between Fourth Street and Capital Avenue;
Wildwood Drive between 380 Feet West of Elk Drive (City Limits) and Locust Street (within City Limits);

Amended by Ordinance No. 8780, effective 11-27-2002
Amended by Ordinance No. 9087, effective 11-08-2006
Amended by Ordinance No. 9204, effective 02-25-2009
Amended by Ordinance No. 9563, effective 11-17-2015
Amended by Ordinance No. 9788, effective 09/22/2020

SECTION 2. Section 22-113 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

ORDINANCE NO. 9788 (Cont.)

Enacted: September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item F-2

#9789 - Consideration of Approving Zoning Change for Property located East of Engleman Road and South of Indian Grass Road (part of Copper Creek Subdivision) from R2 Low Density Residential R-3SL Medium Density Residential Small Lot (Guarantee Group LLC)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9789

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of the part of the NW ¼ of Section 23, Township 11 North, Range 10 West of the 6th P.M. in Hall County, Nebraska, from R2 – Low Density Residential to R3-SL Medium Density Small Lot Residential as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on September 2, 2020, held a public hearing on the proposed zoning of such area; and

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

WHEREAS, after public hearing on September 22, 2020 the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from R2 –Low Density Residential to R3-SL Medium Density Small Lot Residential;

A TRACT OF LAND LOCATED IN THE NORTH WEST QUARTER, SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF COPPER CREEK RODNEY LEON SUBDIVISION, SAID POINT BEING ON THE WEST LINE OF THE NW 1/4 OF SECTION 23-T11N-R10W AND ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N88°35'30"E, ALONG THE SOUTH LINE OF SAID COPPER CREEK RODNEY LEON SUBDIVISION, A DISTANCE OF 359.57 FEET TO THE SOUTHEAST CORNER OF LOT 18 OF SAID COPPER CREEK RODNEY LEON SUBDIVISION; THENCE S01°22'27"E, ALONG THE WEST RIGHT-OF-WAY LINE OF

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September 18, 2020	☐ City Attorney

ORDINANCE NO. 9789 (Cont.)

LITTLE BLUESTEM DRIVE, A DISTANCE OF 4.51 FEET; THENCE N88°37'33"E, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 19 OF SAID COPPER CREEK RODNEY LEON SUBDIVISION; THENCE N01°22'26"W, ALONG THE EAST LINE OF SAID COPPER CREEK RODNEY LEON SUBDIVISION, A DISTANCE OF 408.60 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GOLDENROD DRIVE; THENCE N25°02'34"E, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOLDENROD DRIVE; THENCE N65°08'42"W ALONG THE NORTH RIGHT-OF-WAY LINE OF GOLDENROD DRIVE, A DISTANCE OF 37.86 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 2°19'53", HAVING A RADIUS OF 300.00 FEET, AND CHORD BEARING OF N68°33'10"W A DISTANCE OF 12.21 FEET TO THE SOUTHEAST CORNER OF LOT 25; SAID COPPER CREEK RODNEY LEON SUBDIVISION, THENCE N25°02'58"E, ALONG THE EAST LINE OF LOT 25 OF SAID COPPER CREEK RODNEY LEON SUBDIVISION, A DISTANCE OF 91.05 TO THE NORTHEAST CORNER OF SAID LOT 25; THENCE S65°08'47"E ALONG THE SOUTHWESTERLY LINE OF SAID COPPER CREEK ESTATES EIGHTH SUBDIVISION, A DISTANCE OF 500.05 FEET TO THE SOUTHWEST CORNER LOT 17, SAID COPPER CREEK EIGHTH SUBDIVISION; THENCE N88°14'16"E A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE S00°54'44"E, ALONG THE WEST LINE OF COPPER CREEK ESTATES 13TH/ SUBDIVISION, GRAND ISLAND NEBRASKA A DISTANCE OF 1406.56 FEET; THENCE S88°35'30"W, A DISTANCE OF 639.26 FEET TO A POINT ON THE EAST LINE LOT 2, COPPER CREEK ESTATES NINTH SUBDIVISION, GRAND ISLAND, NEBRASKA; THENCE N01°10'00"W ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 521.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S88°37'06"W ALONG THE NORTH LINE OF SAID COPPER CREEK ESTATES NINTH SUBDIVISION 431.71 FEET TO THE NORTHWEST CORNER OF SAID COPPER CREEK ESTATES NINTH SUBDIVISION; THENCE N01°22'27"W, A DISTANCE OF 544.26 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,166000.47 SQUARE FEET OR 26.767 ACRES MORE OR LESS.

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

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

ORDINANCE NO. 9789 (Cont.)

Enacted: September 22, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item F-3

#9790 - Consideration of Approving Changes to Chapter 36-61 of the Grand Island City Code Relative to (LLR) Large Lot Residential

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9790

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Landscaping Requirements Section 36-61; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Section 36-61 of the Grand Island City Code is hereby amended

to read as follows:

§36-61. (LLR) Large Lot Residential Zone

Intent: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

(A) Permitted Principal Uses: The following principal uses are permitted in the (LLR) Large Lot Residential Zoning District.

- (1) Dwelling units
- (2) Raising of field crops and horticulture
- (3) Country clubs as defined herein
- (4) Public parks
- (5) Utility substations necessary to the functioning of the utility (but not including general business offices, maintenance facilities) when located according to the yard space rules set forth in this section for dwellings and having a ten foot landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties. Installation shall not be subject to minimum area or width regulations.
- (6) Railway right-of-way, but not including railway yards or facilities
- (7) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (8) All other Permitted Principal Uses indicated as permitted within the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to conditions relating to the placement of said use on a specific tract of ground in the (LLR) Large Lot Residential Zoning District.

- (1) Greenhouses and the raising of trees and nursery stock
- (2) Cemeteries, memorial parks, crematories, mausoleums, and columbariums
- (3) Commercial mines, quarries, sand and gravel pits and accessory uses
- (4) Riding academies
- (5) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (6) Towers
- (7) Veterinary clinics and animal hospitals
- (8) Private recreational areas subject to the following minimum conditions:

Size of property is at least 5.0 acres

All buildings requiring a building permit are identified on the application

All services such as water, sewer, natural gas and electric are identified on the application whether provide privately or publicly.

Additions of services or buildings accessory to this approved use will require an additional hearing for a conditional use permit to review the proposed additions.

(9) Keeping of Livestock subject to the following minimum conditions:

Size of property is at least 5.0 acres

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney

ORDINANCE NO. 9790 (Cont.)

All buildings requiring a building permit are identified on the application
All services such as water, sewer, natural gas and electric are identified on the application whether provide privately or publicly.
Number and/or type of animal is consistent with the limitations of the Grand Island Animal Ordinance Chapter 5 of the City Code.
Additions of services or buildings accessory to this approved use will require an additional hearing for a conditional use permit to review the proposed additions.

(10) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Guest building
- (2) Customary home occupations
- (3) Buildings for the display and sale of products grown or raised on the premises, provided, the floor area does not exceed 500 square feet
- (4) Offices incidental to and necessary for a permitted use
- (5) Other buildings or uses accessory to the permitted principal uses

(D) Space Limitations:

Uses				Minimum Setbacks						
				A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Area per Dwelling Unit	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)	
Permitted Uses	20,000	20,000	100	30	25	15	20	25%	35	
Conditional Uses	20,000	20,000	100	30	25	15	20	25%	35	

(E) Miscellaneous Provisions

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein

SECTION 2. Sections 36-61 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

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

ORDINANCE NO. 9790 (Cont.)

Enacted: September 22, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item F-4

#9791 - Consideration of Approving Annexation of Property Located at Capital Avenue and Engleman Road NWE North Subdivision (First Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 22, 2020

Subject: An Ordinance to include NWE North Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of-way

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limits of the City of Grand Island be annexed into the City at the time of subdivision approval.

Mettenbrink Family Investments L.L.C. as owner of the property submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on September 2, 2020.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

One lot to be used for a Northwestern Energy Substations would be added to the City as a result of this annexation. This property is located north of west of Engleman Road and north of Capital Avenue.

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 pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on first reading.

PROPOSED SUBDIVISION AERIAL MAP



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Aldo, Cairo and Doniphan, Nebraska

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9791

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of NWE North and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat and more particularly described in Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Mettenbrink Family Investments L.L.C., as owner of the property submitted a plat of NWE North Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Approved as to Form ☐ _____
September 18, 2020 ☐ City Attorney

ORDINANCE NO. 9791 (cont.)

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on September 22, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on October 13, 2020 approved such annexation on second reading and on October 27, 2020 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9791 (cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

ORDINANCE NO. 9791 (cont.)

SECTION 8. This ordinance shall be in full force and effect on November 15, 2020 after its approval and passage on October 27, 2020 and publication, in pamphlet form, as provided by law.

Enacted: September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

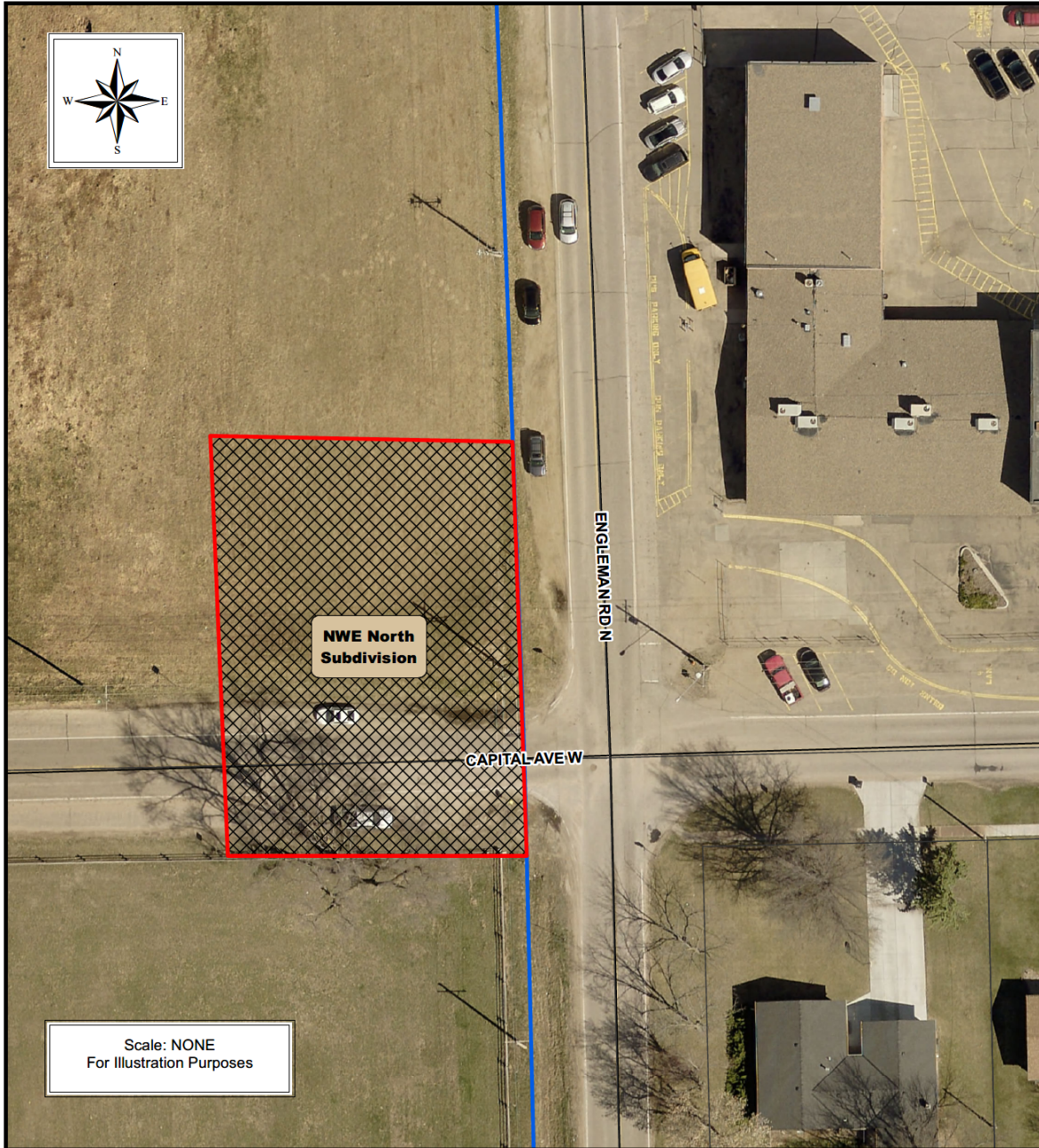
Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION THREE (3), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3-T11N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°49'01"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 110.00 FEET; THENCE N01°04'05"W A DISTANCE OF 90.00 FEET; THENCE N89°49'01"E A DISTANCE OF 110.00 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4; THENCE S01°04'05"E, ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 9898.83 SQUARE FEET OR 0.227 ACRES MORE OR LESS OF WHICH 0.147 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY ALONG WITH ALL ADJECENT AND CONTINGUOUS ROAD RIGHT-WAY AND EASEMENTS FOR ROAD PURPOSES.

PROPOSED SUBDIVISION ANNEXATION MAP



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Aids, Cairo and Doniphan, Nebraska



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item F-5

**#9792 - Consideration of Approving Annexation of Property
Located at Husker Highway and Engleman Road NWE South
Subdivision (First Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 22, 2020

Subject: An Ordinance to include NEW South Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of -way

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limits of the City of Grand Island be annexed into the City at the time of subdivision approval.

Steven D. Hostler and Elaine S. Hostler., as owners of the property submitted a plat of NEW South Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on September 2, 2020.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

One lot to be used for a Northwestern Energy Substations would be added to the City as a result of this annexation. This property is located north of west of Engleman Road and south of Husker Highway.

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

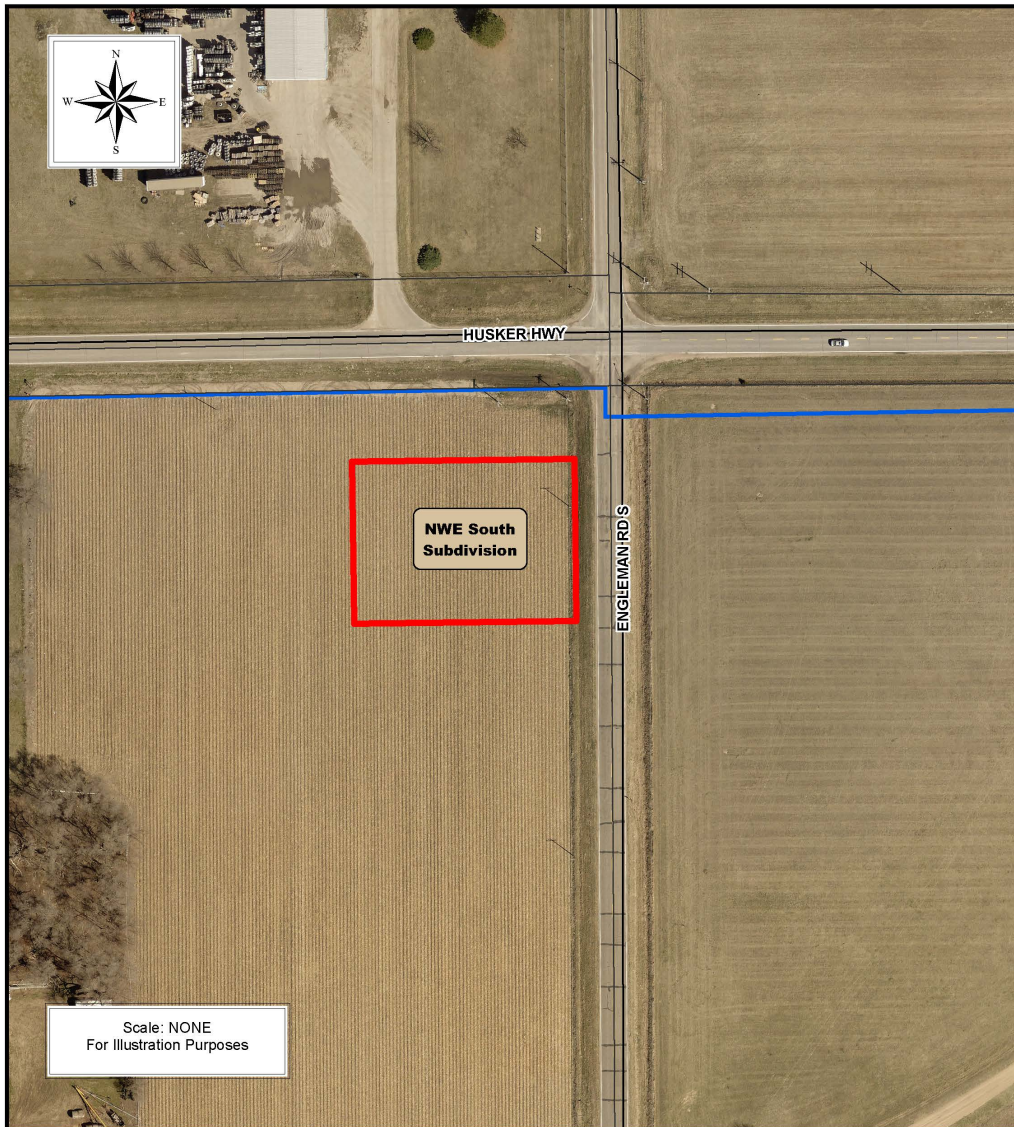
Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on first reading.

PROPOSED SUBDIVISION AERIAL MAP



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Aldo, Cairo and Doniphan, Nebraska

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9792

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of NWE South and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat and more particularly described in Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Steven D. Hostler and Elaine S. Hostler., as owners of the property submitted a plat of NWE South Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Approved as to Form ☐ _____
September 18, 2020 ☐ City Attorney

ORDINANCE NO. 9792 (cont.)

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on September 22, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on October 13, 2020 approved such annexation on second reading and on October 27, 2020 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

ORDINANCE NO. 9792 (cont.)

SECTION 8. This ordinance shall be in full force and effect on November 5, 2020 after its approval and passage on October 27, 2020 and publication, in pamphlet form, as provided by law.

Enacted: September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

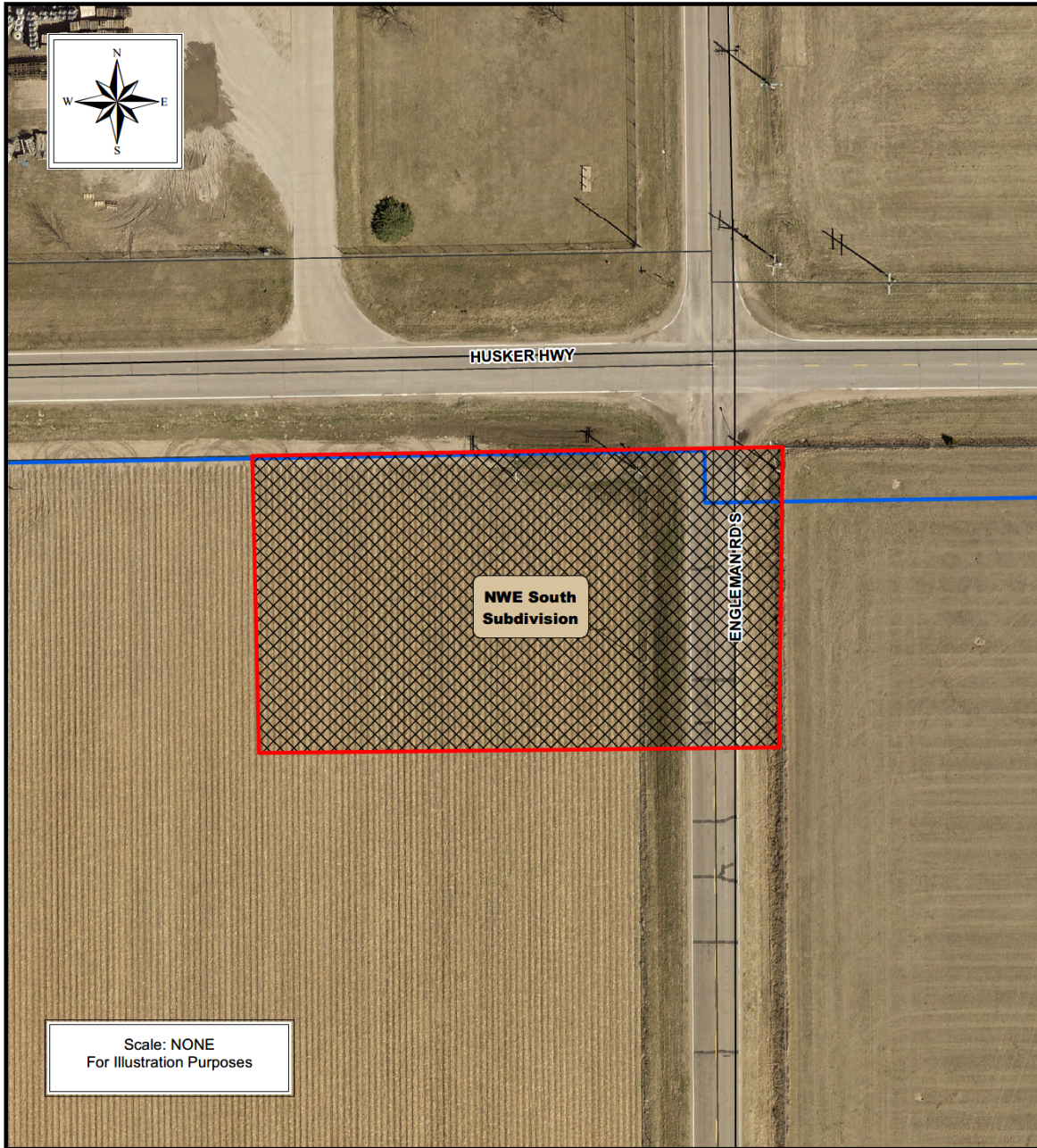
Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34-T11N-R10W; THENCE ON AN ASSUMED BEARING OF S00°39'31"W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°39'31"W, ALONG SAID EAST LINE, A DISTANCE OF 40.00 FEET; THENCE N89°59'18"W A DISTANCE OF 110.00 FEET; THENCE N00°39'31"E A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY; THENCE S89°59'18"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2800.00 SQUARE FEET OR 0.064 ACRES MORE OR LESS OF WHICH 0.037 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY ALONG WITH ALL ADJECENT AND CONTINGUOUS ROAD RIGHT-WAY AND EASEMENTS FOR ROAD PURPOSES.

PROPOSED SUBDIVISION ANNEXATION MAP



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Aida, Cairo and Doniphan, Nebraska



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-1

Approving Minutes of September 8, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
September 8, 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 September 8, 2020. Notice of the meeting was given in *The Grand Island Independent* on September 2, 2020.

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

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Library Director Steve Fosselman's Retirement and 29 1/2 Years of Service with the City of Grand Island. Council President Mike Paulick and the City Council recognized Library Director Steve Fosselman for his 29 1/2 years of service with the City of Grand Island by presenting him with a plaque and wishing him much success in his retirement. Mr. Fosselman was present for the recognition.

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

#2020-BE-3 - Consideration of Determining Benefits for RAILSIDE BUSINESS IMPROVEMENT DISTRICT. Finance Director Patrick Brown reported that the assessment for owner-occupied properties was originally based on 100% of the assessed value. City Code Section 13-95(C) states Council may lower the amount of assessment for owner-occupied properties. Resolution 2020-BE-3 (B) and Ordinance 9784 (B), for a total of \$119,493.70 as prepared, as well as the taxable value and assessment amount above reduce the assessment to 70% for those properties where evidence had been presented that the property is owner-occupied. Staff recommended approval.

Motion by Stelk, second by Nickerson to approve Resolution #2020-BE-3. Upon roll call vote, all voted aye. Motion adopted.

After some discussion it was brought to the attention of the City Council that Resolution 2020-BE-3 had two choices of 70% or 100% and that the original motion did not reference which resolution was to be adopted. Rojelio Matteo and Tomas Matteo, 518 West 1st Street spoke in opposition.

Motion by Haase, second by Schutz to reconsider the motion for Resolution #2020-BE-3. Upon roll call vote, all voted aye. Motion adopted.

Motion by Schutz, second by Nickerson to approve Resolution #2020-BE-3 (B). Upon roll call vote, all voted aye. Motion adopted.

Motion by Minton, second by Schutz to approve Resolution #2020-BE-3 (A). Upon roll call vote, all voted no. Motion failed.

#2020-BE-4 - Consideration of Determining Benefits for Fonner Park Business Improvement District. Finance Director Patrick Brown reported that the budgeted assessments for Fonner Park Business Improvement District of \$49,490 would be charged to property owners in the district based on their front footage. Staff recommended approval.

Motion by Stelk, second by Hehnke to approve Resolution #2020-BE-4. Upon roll call vote, all voted aye. Motion adopted.

#2020-BE-5 - Consideration of Determining Benefits for South Locust Business Improvement District. Finance Director Patrick Brown reported that the budgeted assessments for South Locust Business Improvement District of \$93,233 would be charged to property owners in the district based on their front footage. Staff recommended approval.

Motion by Haase, second by Stelk to approve Resolution #2020-BE-5. Upon roll call vote, all voted aye. Motion adopted.

#2020-BE-6 - Consideration of Determining Benefits for Vehicle Off-street Parking District #3. This item was pulled from the agenda at the request of the Finance Department.

RETURN TO REGULAR SESSION: Motion by Schutz, second by Hehnke to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 2240 & 2244 North Webb Road - Grand Island Joint Venture, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement was needed for property located at 2240 & 2244 North Webb Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Raymond and Jennifer O'Connor had requested to have the existing electrical service located at 2208 North Webb Road (the Old Shopko Building) upgraded and relocated for the remodeling of the building. Staff recommended approval. No public testimony was heard.

Public Hearing on Setting the Property Tax Request for FY 2020-2021. Finance Director Patrick Brown stated this was where we set the property tax request for the City and CRA. 2020 Valuations for the City of Grand Island increased over the 2019 valuation by \$175,134,715 or 5.42%. If the City applied the FY2019-2020 mill levy of 0.3848 to the current valuation of \$3,406,720,662, the City's Property Tax revenue would be \$13,108,533, a tax increase of

\$673,891 over the prior year. If the City applied the FY2019-2020 Property Tax Request to the current valuation there would be no tax increase and the mill levy would decrease to 0.3675. Staff recommended approval. No public testimony was heard.

#2020-218 (B)- Consideration of Setting the General Property Tax Request for FY 2020-2021). This item was related to the aforementioned Public Hearing. Mr. Brown stated the Mayor had recommended no increase.

Motion by Haase, second by Hehnke to approve Resolution #2020-218 (B). Upon roll call vote, Councilmembers Conley, Haase, Hehnke, Minton, Paulick, Scott, and Stelk voted aye. Councilmembers Nickerson and Schutz voted no. Motion adopted.

Public Hearing on Downtown Improvement Parking District #2 (Ramp) Budget Appropriation for FY 2020-2021. Finance Director Patrick Brown reported that the 2020 Valuations for the Downtown Improvement District #2 (Ramp) increased over the 2019 valuation by \$3,571,822 or 7.56%. The Downtown Improvement District #2 (Ramp) was not requesting an increase in Property Tax thereby reducing the mill levy from 0.0171 to 0.0159. The Downtown Improvement District #2 (Ramp) Property Tax revenue request is \$8,080. Staff recommended approval. No public testimony was heard.

#2020-219 - Consideration of Setting the Downtown Improvement Parking District #2 (Ramp) for FY 2020-2021. This item was related to the aforementioned Public Hearing.

Motion by Stelk, second by Minton to approve Resolution #2020-219. Upon roll call vote, all voted aye. Motion adopted.

Public Hearing on FY 2020-2021 Annual Single City Budget and the Annual Appropriations Bill. Finance Director Patrick Brown reported that State Statute Sections 13-501 to 13-513 required that the governing body meet for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed budget. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

- #9783 - Consideration of Approving FY2020-2021 Annual Single City Budget and the Annual Appropriations Bill
- #9784 - Consideration of Approving Assessments for Railside Business Improvement District
- #9785 - Consideration of Approving Assessments for Fonner Park Business Improvement District
- #9786 - Consideration of Approving Assessments for South Locust Business Improvement District

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

#9783 - Consideration of Approving FY2020-2021 Annual Single City Budget and the Annual Appropriations Bill

Motion by Haase, second by Schutz to approve Ordinance #9783.

Discussion was held regarding a handout from Councilmember Haase titled the Annual Appropriations Detail.

Motion by Haase, Second by Hehnke to amend the motion to add the Annual Appropriations Detail handout to Section 1 of Ordinance No. 9783. Upon roll call vote, Councilmembers Conley, Haase, Hehnke, Nickerson, Paulick, and Scott voted aye. Councilmembers Minton, Schutz, and Stelk voted no. Motion adopted.

Acting City Clerk: Ordinance #9783 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Acting City Clerk: Ordinance #9783 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Council President Paulick: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9783 is declared to be lawfully adopted upon publication as required by law.

#9784 (B) - Consideration of Approving Assessments for Railside Business Improvement District

This item was related to the above Board of Equalization item. Staff recommended approval.

Motion by Haase, second by Stelk to approve Ordinance #9784 (B).

Acting City Clerk: Ordinance #9784 (B) on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Acting City Clerk: Ordinance #9784 (B) on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Council President Paulick: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9784 (B) is declared to be lawfully adopted upon publication as required by law.

#9785 - Consideration of Approving Assessments for Fonner Park Business Improvement District

This item was related to the above Board of Equalization item. Staff recommended approval.

Motion by Minton, second by Conley to approve Ordinance #9785.

Acting City Clerk: Ordinance #9785 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Acting City Clerk: Ordinance #9785 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Council President Paulick: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9785 is declared to be lawfully adopted upon publication as required by law.

#9786 - Consideration of Approving Assessments for South Locust Business Improvement District

This item was related to the above Board of Equalization item. Staff recommended approval.

Motion by Hehnke, second by Nickerson to approve Ordinance #9786.

Acting City Clerk: Ordinance #9786 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Acting City Clerk: Ordinance #9786 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Council President Paulick: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9786 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of August 25, 2020 City Council Regular Meeting.

#2020-206 - Approving Keno Satellite Location and Agreement for Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street.

#2020-207 - Approving Acquisition of Utility Easement - 2240 & 2244 North Webb Road - Grand Island Joint Venture, LLC.

#2020-208 - Approving Bid Award - Boiler Scaffolding at Platte Generating Station with HTH Companies, Inc. of Union, Missouri in an Amount of \$61,460.00.

#2020-209 - Approving Bid Award - Electrostatic Precipitator Refurbish at Platte Generating Station - Fall 2020 Outage with Southern Field of Luverne, Alabama in an Amount of \$242,533.00.

#2020-210 - Approving Bid Award - Circulating Water Pump 1 B Repairs at Platte Generating Station with JCI Industries, Inc. of Lee's Summit, Missouri in an Amount of \$44,880.00.

#2020-211 - Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (GC Mini Storage, LLC- 3007 N North Road).

#2020-212 - Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Nelsen- 3987 W Capital Avenue).

#2020-213 - Approving the Municipal Annual Certification of Program Compliance 2020.

#2020-214 - Approving Continuation of District No. 2020- 1; Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions.

#2020-215 - Approving Designation of Sole Source Provider for Landustrie Screw Pumps and Parts for the Wastewater Treatment Plant of the Public Works Department with Epic International, Inc. of Ashland, Virginia in an amount of \$30,020.00.

#2020-216 - Approving Certificate of Final Completion for Curb Ramp Project No. 2020-CR-1 with Galvan Construction, Inc. of Grand Island, Nebraska.

#2020-217 - Approving Change Order No. 1 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 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$14,799.00 and a Revised Contract Amount of \$3,350,586.35.

RESOLUITONS:

#2020-220 - Consideration of Appointment of Interim Library Director.

Motion by Haase, second by Minton to approve Resolution #2020-220. Upon roll call vote, all voted aye. Motion adopted.

#2020-221 - Consideration of Approving Grow Grand Island Contract. Interim City Attorney Stacy Nonhof reviewed that changes to the Grow Grand Island Contract. The agreement provided for payment of \$150,000 to satisfy the city's obligation for the 2019-20 fiscal year and for \$500,000 in available funds each of four fiscal years thereafter contingent upon the availability of sufficient Food and Beverage Tax funds and council appropriations. Changes from the current agreement include: appointment of up to three liaisons to Grow Grand Island, Inc., requires GGI to submit proposed schedules with project proposals, incorporates language from a previously approved addendum, and clarification of various items. Staff recommended approval.

Discussion was held concerning the payment of \$150,000 for 2019-20 Fiscal Year and \$500,000 thereafter from the Food & Beverage Fund and its availability. Also discussed were the appointments of the liaisons.

Tonja Brown representing Grow Grand Island explained the additional appointment and Cindy Johnson representing the Chamber of Commerce explained the process.

Motion by Minton, second by Nickerson to approve Resolution #2020-221. 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 August 26, 2020 through September 8, 2020 for a total amount of \$4,202,292.64. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:58 p.m.

Aaron Schimd
Acting City Clerk



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-2

**Approving Request from Cody Schmick, 3460 Anaheim Drive,
Lincoln, Nebraska for Liquor Manager Designation with
Kinkaider Brewing Company, LLC., 316 North Pine Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 22, 2020

Subject: Request from Cody Schmick, 3460 Anaheim Drive, Lincoln, Nebraska for Liquor Manager Designation with Kinkaider Brewing Company, LLC, 316 North Pine Street

Presenter(s): RaNae Edwards, City Clerk

Background

Cody Schmick, 3460 Anaheim Drive, Lincoln, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Kinkaider Brewing Company, LLC, 316 North Pine Street.

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

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received.

Mr. Schmick has completed a state approved alcohol server/seller training program.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Cody Schmick, 3460 Anaheim Drive, Lincoln, Nebraska for Liquor Manager Designation in conjunction with the Class “CK-121566” Liquor License for Kinkaider Brewing Company, LLC., 316 North Pine Street.



Grand Island Police Department

Officer Report for Incident L20090867

Nature: Liquor Lic Inv

Address: 316 PINE ST N; KINKAIDER
BREWING

Location: PCID

Grand Island NE 68801

Offense Codes:

Received By: Dvorak T	How Received: T	Agency: GIPD
Responding Officers: Dvorak T		
Responsible Officer: Dvorak T	Disposition: CLO 09/15/20	
When Reported: 13:32:45 09/11/20	Occurred Between: 13:32:45 09/11/20 and 13:32:45 09/11/20	

Assigned To:	Detail:	Date Assigned: **/**/**
Status:	Status Date: **/**/**	Due Date: **/**/**

Complainant:

Last:	First:	Mid:
DOB: **/**/**	Dr Lic:	Address:
Race:	Sex:	Phone:
		City:

Offense Codes

Reported:	Observed:
-----------	-----------

Circumstances

LT03 LT03 Bar/Night Club

Responding Officers:	Unit :
Dvorak T	309

Responsible Officer: Dvorak T	Agency: GIPD
Received By: Dvorak T	Last Radio Log: **-**-**- **/**/**
How Received: T Telephone	Clearance: CL CL Case Closed
When Reported: 13:32:45 09/11/20	Disposition: CLO Date: 09/15/20
Judicial Status:	Occurred between: 13:32:45 09/11/20
Misc Entry:	and: 13:32:45 09/11/20

Modus Operandi:	Description :	Method :
-----------------	---------------	----------

Involvements

Date	Type	Description
------	------	-------------

09/16/20

09/11/20	Name	Schmick, Cody L	Liquor Manager
09/11/20	Name	Kinkaider Brewing Company,	Location
09/11/20	Name	Schmick, Christin M	Spouse

09/16/20

Narrative

New Liquor Manager

Grand Island Police Department.

Date, Time: 9-10-20
Reporting Officer: Sgt Dvorak #309
Unit #: CID

Kindaider Brewing Company is appointing a new Liquor Manger for the Grand Island location. Cody Schmick is seeking approval for that position. Schmick is currently the Liquor Manager for the Lincoln location of Kindaider Brewing Co. Schmick has also held the same position at the Broken Bow location. Cody Schmick has a current/valid permit issued by the State of NE. That permit expires 6-14-21.

I performed administrative checks of GIPL Spillman database, and found no entries regarding Schmick. I checked NE database NCJIS and found no undisclosed violations since the issuance of Cody's valid permit. I located one motor vehicle violation for Schmick's wife Christen, which she had disclosed on her newest spousal forms.

I then checked a paid, Law Enforcement Only website, that typically contains civil violations, address information, and bankruptcy information. I found no concerning entries regarding Cody Schmick.

The Grand Island Police Department does not object to Cody Schmick becoming the liquor manager for the Grand Island location of Kinkaiders.

Responsible LEO:

Approved by:

Date

09/16/20



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-3

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O’Neill Transportation and Equipment, LLC

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: September 22, 2020
Subject: Approving Garbage and Refuse Haulers Permits
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

The following businesses have submitted applications for renewal for 2020/2021:

Heartland Disposal, Inc., 1839 East 4 th Street	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 nd Street	Garbage
Full Circle Rolloffs, 1839 East 4 th Street	Refuse
O'Neill Transportation and Equipment, 7100 West Old Potash Hwy	Refuse

All City Code requirements have been met by these businesses.

Alternatives

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

Recommendation

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2020/2021.

Sample Motion

Move to approve the renewal for garbage/refuse permits for 2020/2021.



Application for Haulers License

1 **Type of License Required:**

- a. Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
- b. Refuse Haulers License (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name Heartland Disposal Inc
 Business Address 1839 E 4th St - Grand Island NE 68801
 Business Telephone 308-382-1683

b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19) 308-382-1683
- * Name Used on Vehicles (Sec. 17-18) Heartland Disposal

3 **Residency Certification:**

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tom Ummei - 5675 S Shady Bend Rd - Grand Island NE 68801

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. List of Vehicles (Section 17-26)
- b. Certificate of Insurance (Section 17-29)
- c. Performance Bond -- Garbage Haulers Only (Section 17-30)
- d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
- e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
- f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/5/20
Date

Kevin Stalos
Signature of Applicant

OL REPUBLIC SURETY COMPANY

(800) 217-1792

LICENSE AND PERMIT BOND

Bond Number RLP5427337

KNOW ALL PERSONS BY THESE PRESENTS, that we Heartland Disposal Inc.

as Principal, and OLD REPUBLIC SURETY COMPANY organized under the laws of the state of Wisconsin, as Surety, are held and firmly bound unto City of Grand Island, Nebraska

Obligee in the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00)

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to or permit as a Garbage Hauler

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss which the Obligee may be subject by reason of said Principal's non-compliance caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days of notice in writing of its intentions to do so to said Obligee; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligee.

The term of this bond is for a period commencing June 8, 2020 and is continuous until cancelled.

Signed, sealed and dated the 8th day of June, 2020

Heartland Disposal Inc.

Principal

By: [Signature]

OLD REPUBLIC SURETY COMPANY

Surety

By: [Signature]
Rebekah L. Ray Attorney-in-Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **ROBERT REYNOLDSON, MARY E. KENT, ROBERT A. WICK, TRACY J. ABBOTT, MICHAEL T. GRECO, PATRICIA A. HELLRIEGEL, CHRISTOPHER T. BOND, REBEKAH L. RAY, TONY L. RASMUSSEN, PAUL HUGHES of LINCOLN, NE**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of February, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of February, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1361



Signed and sealed at the City of Brookfield, WI this 8th day of June, 2020.

Karen J. Haffner

ORSC 22262 (3-08)

Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Mid-Nebraska Disposal, Inc.

Business Address

3080 W 2nd GI, NE 68803

Business Telephone

(308) 382-7053

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

(308) 382-7053

* Name Used on Vehicles (Sec. 17-18)

Same as Above

3 Residency Certification:

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

Chris Woodcock, 131 Mc Bismarck Rd

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

GI # 68801

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

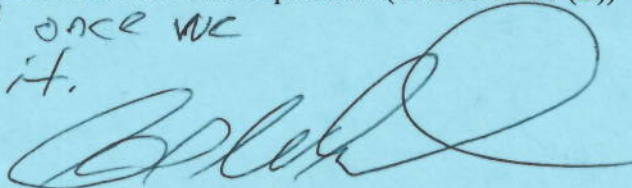
3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-26)
- b. Certificate of Insurance (Section 17-29) - *You have on file*
- c. Performance Bond – Garbage Haulers Only (Section 17-30) - *You have on file*
- d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
- e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
- f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

- Will send once we receive it.

9/2/20

Date



Signature of Applicant

Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
 b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Full Circle Rolloffs

Business Address

1839 E 4th St - Grand Island NE 68801

Business Telephone

308-384-4418

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-384-4418

* Name Used on Vehicles (Sec. 17-18)

Full Circle Rolloffs

3 Residency Certification:

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tom Umund 5673 Shady Bend Rd - Grand Island NE 68801

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-26)
 b. Certificate of Insurance (Section 17-29)
 c. Performance Bond – Garbage Haulers Only (Section 17-30)
 d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
 e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
 f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/8/20
Date

Kevin Stalos
Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		CONTACT NAME: Edgar Mateo PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272 E-MAIL ADDRESS: emateo@unicogroup.com
INSURED Heartland Disposal, Inc. 1839 East 4th Street Grand Island NE 68803		INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Ins Co. NAIC # 23574 INSURER B: Midwest Builder's Casualty 13126 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPNE0560122592	06/29/2020	06/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 3,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPNE0560122592	06/29/2020	06/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPNE0560122592	06/29/2020	06/29/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0003030-2020A	06/29/2020	06/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Grand Island 100 East First Street Grand Island NE 68801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Application for Haulers License

1 Type of License Required:

- a. Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
- b. Refuse Haulers License (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

O'Neill Transportation & Equipment

Business Address

7100 West Old Potash

Business Telephone

308-384-1690. Hwy Alda NE

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308 384-1690.

* Name Used on Vehicles (Sec. 17-18)

O'Neill Transportation &

Equipment

68810

3 Residency Certification:

a. Individual Applicant -- Resident of Hall County

Name and Home Address of Individual:

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-26)
- b. Certificate of Insurance (Section 17-29)
- c. Performance Bond -- Garbage Haulers Only (Section 17-30)
- d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
- e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
- f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/3/2020

Date

Rubie Harris for Pat O'Neill

Signature of Applicant

Office manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

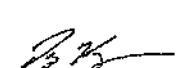
PRODUCER INSUR 1004 N Diers Ave Ste 140 PO Box 6884 Grand Island NE 68802-6884	CONTACT NAME: Rosemary Johns PHONE (A/C, No, Ext): (308) 382-8000 FAX (A/C, No): (308) 384-3417 E-MAIL ADDRESS: rjohns@insurinc.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Columbia Mutual Insurance</td> <td>40371</td> </tr> <tr> <td>INSURER B:</td> <td>Scottdale</td> <td>41297</td> </tr> <tr> <td>INSURER C:</td> <td>Midwest Builders' Casualty Mutual</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Columbia Mutual Insurance	40371	INSURER B:	Scottdale	41297	INSURER C:	Midwest Builders' Casualty Mutual		INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C:	Midwest Builders' Casualty Mutual																				
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED O'Neill Transportation & Equipment, LLC; O'Neill Wood Resources P O Box 290 Alda NE 68810																					

COVERAGES CERTIFICATE NUMBER: CL207750576 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INSR) / WAIVED (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CMPNE0000018039	07/25/2020	07/25/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment related \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAPNE0000018039	07/25/2020	07/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CXS0012753	07/25/2020	07/25/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC100-0002510-2020	02/01/2020	02/01/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Hall County Building Inspection Dept 2807 W 2nd St Grand Island NE 68803	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-4

#2020-222 - Approving Agreement with Clean Community Systems

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy Nonhof, Interim City Attorney

Meeting: September 22, 2020

Subject: Agreement with Grand Island Area Clean Community System

Presenter(s): Stacy Nonhof, Interim City Attorney

Background

Grand Island Area Clean Community System and City Administration are proposing for FY 2020-21 an appropriation of \$27,500.00 for services provided by Grand Island Area Clean Community System (GIACCS). Prior to any monies being paid out to GIACCS for FY 2020-21, an Agreement is needed to specify the obligations of each party and payment terms.

Discussion

The City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended. The Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. GIACCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues. GIACCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs.
4. Assist in providing public education to maximize recycling program use and minimize problems.
5. Foster and support corridor litter controls and beautification groups and organizations.
6. Provide and maintain information on environmental/recycling issues and concerns.
7. Provide consulting services to implement integrated solid waste plans.

8. Endorse and encourage recycling through educational presentations.
9. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
10. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
11. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
12. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

In consideration of GIACCS performing the services provided for in this agreement, the City agrees to pay GIACCS Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) annually for a total contract price of Twenty-Five Thousand Dollars and No/100 (\$27,500.00).

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Agreement with Grand Island Area Clean Community System.

Sample Motion

Move to approve the Agreement with Grand Island Area Clean Community System.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2020-2021 fiscal year's budget adopted by City Council on September 8, 2020 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) annually for a total contract price of Twenty-Seven Thousand Five Hundred Dollars and No/100 (\$27,500.00) Payment shall be made in four (4) quarterly installments of Six Thousand Eight Hundred and Seventy-Five Dollars and No/100 (\$6,875.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect on October 1, 2020, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2021.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.


CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Roger Steele, Mayor

Attest: _____
RaNac Edwards, City Clerk

GRAND ISLAND AREA CLEAN
COMMUNITY SYSTEM

By:



L. Denise McGovern-Gallagher, Executive Director

Grand Island Area Clean Community System Partnership with the City of Grand Island Annual Report

DATE: August 13, 2020

TO: Mayor Steele, members of the City Council, City Administrator Jerry Janulewicz, and Citizens of Grand Island.

FROM: L. Denise McGovern-Gallagher, Executive Director

For the past fiscal year (October 1, 2019 – September 30, 2020) Clean Community System (CCS) engaged in the collection of household hazardous waste, organized litter clean-ups, conducted one-day electronic recycling including older TV's and computer equipment, and continued our public education programming. Our organization remains at 3661 Sky Park Road or just south of the Central Nebraska Regional Airport terminal. Hours of operation are Monday-Friday, 8:00 am to 4:30 pm and the first & third Saturday of each month from 8:00 am to Noon.

CCS is fortunate to have a remarkable partner like the City of Grand Island. The funding provided is used to match grants we apply for and receive from Nebraska Environmental Trust (NET) and Nebraska Department of Environment and Energy (NDEE). The majority of funding received ensures the proper operation of the Betty Curtis Household Hazardous Waste Facility. The balance of our grant funding helps facilitate our public education on the importance of recycling; the proper disposal of household hazardous waste; and the promotion of a sense of pride in a safe and clean community.

Assisting us in the safe disposal of hazardous waste, we contract with Clean Harbors Environmental. During the past year we accepted 150,380 pounds of hazardous waste. This amount is slightly down from last year. A major factor was due to Covid-19. Although our facility never closed during the months of March through May, individuals were reluctant to venture out. Our intake is reaching a more normal level now. Our staff remains trained in hazardous chemical storage and handling, packaging, and shipment of hazardous waste. Two of our staff have safely completed the Hazwoper course and annual recertification. Our annual budget to dispose of hazardous waste is around \$100,000.

To promote recycling our "Swap Shop" continues to gain attention. We take normal every day item likes laundry detergent and motor oils and place them in an area of our building called the Swap Shop. The general public is encouraged to visit this area and take "free of charge" anything of interest. Items in high demand are latex paint, spray paint, stains, weed killer and fertilizers, automotive oils, house cleaners, caulking, and antifreeze. These items come to us as waste; however, some are new or nearly new that can be reused. In the past fiscal year we served around 2,000 individuals by reusing 31,770 pounds.

Living up to our promise to the City of Grand Island and to the other communities we serve, we continue to accept electronics on a daily basis. Limitations on storage space require us to host one day collection events for items like projection TV's and CRT TV's. During the past year we have hosted two (2) of these events. During our June event we collected 25,230 pounds of older TV's filling a semi in less than two (2) hours. We had close to 20,000 pounds of other electronics including computer monitors, towers, keyboards, laptops, gaming devices, and phones. The other event was held in October of 2019 accepting 42,876 pounds. These collections are funded from a grant provided by Nebraska Environmental Trust and are free of charge to its users.

Our promise to the City of Grand Island does not stop with hazardous waste or recycling. We are just completing our 5th Annual City-wide Clean-up. It is a little different this year as many of our volunteers have not returned back to work or the business has closed its office temporarily. Early in the spring we encouraged residents who were at home to get out and help clean up our streets by providing \$50.00 per mile for their efforts. During April through June we paid out \$2,230 and had 44.5 miles cleaned up. Funding was provided by a grant from the Nebraska Department of Environment & Energy. Additionally, CCS continues to promote the Adopt-A-Road clean-up program. Between the two programs, volunteers provided over 3,494 hours and picked up 42,395 pounds of trash.

To help bring awareness to our facility, public education, and litter control, we produce our Annual Recycling Guide in the spring and our program guide in mid-summer. Both are mailed out by way of the March and July utility insert.

Pulling together all the different aspects of Clean Community System is public education. Without public education the mission we live by would not succeed. On staff is a full time Keep America Beautiful Coordinator. The majority of our instruction is done in a school room environment, but we also participate in area events like: Bear Fair at the City Library, Parks and Recreation summer fun camps, Nebraska State Fair, Hall County Fair, Rowe Platte River Safari, Girl Scouts, Groundwater Festival, YMCA Summer Fun Club, Motor Litter Awareness Day, and Earth Week. We are hoping that some normalcy returns this fall with our school programming, but in case it doesn't we are looking at developing virtual education on recycling.

We appreciate the support the City of Grand Island continues to provide and look forward to a long relationship that will benefit the citizens of Grand Island.



Grand Island Area Clean Community System
L. Denise McGovern, Executive Director

RESOLUTION 2020-222

WHEREAS, the City of Grand Island is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. Grand Island Area Clean Community System (GIACCS) actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, GIACCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs.
4. Assist in providing public education to maximize recycling program use and minimize problems.
5. Foster and support corridor litter controls and beautification groups and organizations.
6. Provide and maintain information on environmental/recycling issues and concerns.
7. Provide consulting services to implement integrated solid waste plans.
8. Endorse and encourage recycling through educational presentations.
9. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
10. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
11. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
12. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Grand Island Area Clean Community System for services as set forth above for a fee of Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) annually for a total contract price of Twenty-Seven Thousand Five Hundred Dollars and No/100 (\$27,500.00).

Approved as to Form	☐ _____
September 16, 2020	☐ City Attorney

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, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-5

#2020-223 - Approving Acquisition of Utility Easement - 4705 Gold Core Drive - ZITSKI, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2020-223

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

WHEREAS, a public hearing was held on September 22, 2020, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of Lot Six (6), Platte Valley Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Southwest corner of Lot Six (6), Platte Valley Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska; thence northerly along the westerly line of said Lot Six (6), a distance of thirteen (13.0) feet to the ACTUAL Point of Beginning; thence easterly and parallel to the southerly line of said Lot Six (6), a distance of one hundred thirty-five (135.0) feet to the point of termination.

The above-described easement and right-of-way containing .062 acres, more or less, as shown on the plat dated 8/24/2020, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

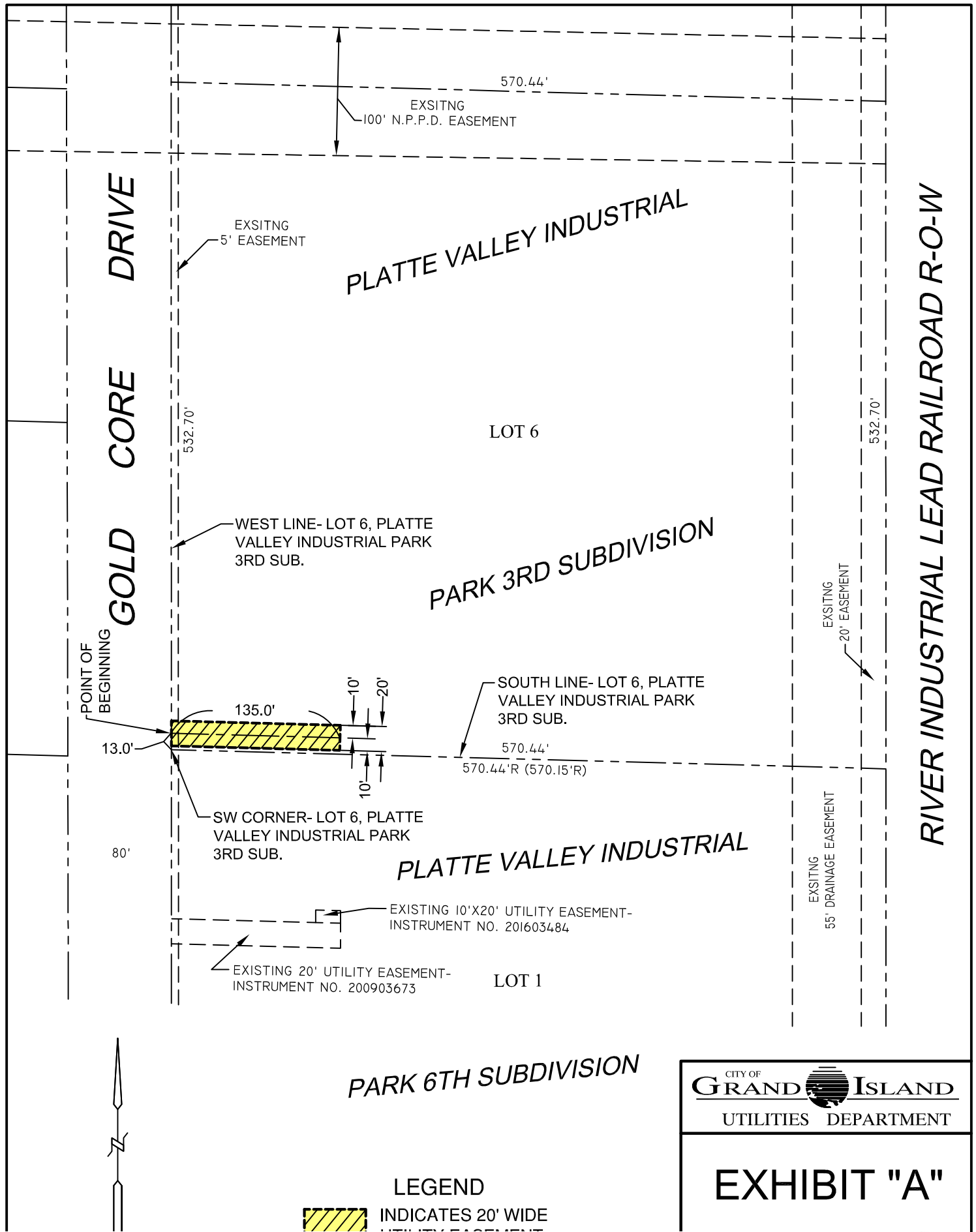
Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:


RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 18, 2020 ✕ City Attorney



CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"

LEGEND
 INDICATES 20' WIDE UTILITY EASEMENT



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-6

#2020-224 - Approving Bid Award - Boiler Inspection & Repair at Platte Generating Station - Fall 2020 Outage

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 22, 2020

Subject: Boiler Inspection and Repair-Fall 2020 Outage

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

Background

During the fall outage at Platte Generating Station, the boiler must be inspected and repaired for damages that occur during operation. The fall 2020 outage is currently scheduled for October 19, 2020 through November 19, 2020, during which time inspection and maintenance on the boiler will be performed. This package of work on the boiler includes hydro testing of the boiler with inspection for tube leaks and tube repairs, boiler tube alignment attachment repairs, replacement of level A coal nozzles, and replacement of blow down piping that has been temporarily repaired. Plant engineering staff developed the specifications issued for bids covering this scope of work.

Discussion

The specification for the Boiler Inspection and Repair-Fall 2020 Outage was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on September 3, 2020. The engineer's estimate for this project was \$300,000.00.

Bidder	Base Bid
Locke AMI Olathe, Kansas	\$199,758.00
TEI Construction Services, Inc. Castle Rock, CO	\$249,425.00

The bids were reviewed by Utility Engineering staff. The bid from Locki AMI in the amount of \$199,758.00 was found to be compliant with the specification and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for Boiler Inspection and Repair - Fall 2020 Outage to Locke AMI of Olathe, Kansas, as the low responsive bidder, with the bid in the amount of \$199,758.00.

Sample Motion

Move to approve the bid in the amount of \$199,758.00 from Locke AMI, for the Boiler Inspection and Repair - Fall 2020 Outage at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 3, 2020 at 2:15 p.m.

FOR: Boiler Inspection & Repair – Fall 2020 Outage

DEPARTMENT: Utilities

ESTIMATE: \$300,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: August 17, 2020

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Locke AMI</u> Olathe, KS	<u>TEi Construction Services</u> Castle Rock, CO
Bid Security:	Travelers Causality & Surety Co.	Atlantic Specialty Insurance Co.
Exceptions:	None	None
Bid Price:		
Material:	\$22,411.00	\$15,177.00
Labor:	\$173,686.00	\$231,444.00
Sales Tax:	<u>\$3,661.00</u>	<u>\$2,805.00</u>
Total Bid:	\$199,758.00	\$249,425.00

cc: Tim Luchsinger, Utilities Director
 Jerry Janulewicz, City Administrator
 Stacy Nonhof, Purchasing Agent
 Karen Nagel, Utility Secretary

Pat Gericke, Admin. Asst. Utilities
 Patrick Brown, Finance Director
 Lynn Mayhew, Asst. Utilities Director

P2225



Working Together for a
Better Tomorrow. Today.

BID SPECIFICATION PACKAGE

for

BOILER INSPECTION AND REPAIR – FALL 2020 OUTAGE

C 129417

Bid Opening Date/Time

**Thursday, September 3, 2020 @ 2:15 p.m.
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968**

Contact Information

**Lynn Mayhew, Assistant Utilities Director-Production
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496**

Date issued: Monday, August 17, 2020

**ADVERTISEMENT TO BIDDERS
FOR
BOILER INSPECTION AND REPAIR-FALL 2020 OUTAGE
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Boiler Inspection and Repair-Fall 2020 Outage will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Thursday, September 3, 2020 at 2:15 p.m. local time, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. Submit an original and three copies if submitting by mail. Bid package and any Addendas are also available on-line at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN for a fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. Bids received after the specified time will be returned unopened to sender.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers' check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers' check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

Advertised

(All bids must be submitted on this form)

BOILER INSPECTION AND REPAIR - FALL 2020 OUTAGE
BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide all necessary supervision, materials, equipment, and labor to support the inspection and repair of generator components and auxiliaries equipment as needed, and replacing a 6" Chrome Moly Steel blowdown line, four coal tips on level "A", four CCOFA tips, and two aux air tips during the Fall Outage throughout the Platte Generating Station FOB the City of Grand Island, freight prepaid, at the following price:

ITEM DESCRIPTION

Material	\$ _____
Labor	\$ _____
Applicable Sales tax*	\$ _____
Base Bid	\$ _____

* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

- EXCEPTIONS: By checking this box, Bidder acknowledges there are Exceptions or Clarifications noted to the bid, and those exceptions are fully explained on a separate sheet, clearly marked, and attached to the Bid Data Form.
- By checking this box, Bidder acknowledges the specified completion date of the project is **November 14, 2020**.

Bidder Company Name Date

Company Address City State Zip

Print Name Signature

Email: _____ Telephone No. _____

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Option 1 (Section 1-017.05) _____ Option 2 (Section 1-017.06) _____ Option 3 (Section 1-017.07) _____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

- By checking this box, Bidder acknowledges that Addenda Number(s) _____ were received and considered in Bid preparation.

If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

CHECKLIST FOR BID SUBMISSION
FOR
BOILER INSPECTION AND REPAIR - FALL 2020 OUTAGE

Bids must be received by the City Clerk before 2:15 p.m. on Thursday, September 3, 2020.

The following items must be completed for your bid to be considered.

- Submittal of bid documents:
 - Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
 - Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
 - Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- A certified check, cashiers' check or bid bond in a separate envelope attached to the **outside of the envelope containing the original bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.
- Selection of Nebraska Sales Tax Option.
- A reference list of at least three (3) projects of similar scope and complexity.
- A summary of the experience of the Job Superintendent proposed for this project.
- A copy of your Contractor's R stamp.
- A proposed schedule.
- A detailed breakdown of the individual bid amounts in the same format as will be used for daily time sheets and final billing.
- Site visit prior to bidding.
- Acknowledgment of Addenda Number(s) _____.
- Time is of the essence: Provide all other proposed terms and conditions which will be in effect during the performance of the work as a separate attachment with the bid. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted with the bid.

Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

11. GRATUITIES AND KICKBACKS.

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

12. FISCAL YEAR.

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

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *BOILER INSPECTION AND REPAIR-FALL 2020 OUTAGE*; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid Materials	\$.00
Labor	\$.00
Applicable Sales Tax	<u>\$.00</u>
Total	\$.00

Contractor Tax Option _____.

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Invoices can be presented hard copy or via email to billing@giud.com. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BOILER INSPECTION AND REPAIR-FALL 2020 OUTAGE.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **November 14, 2020**.

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

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another

person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The Contract is in due form according to law and hereby approved.

DRAFT

Attorney for the City Date _____

REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** * If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Boiler Inspection and Repair-Fall 2020 Outage”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Thursday, **September 3, 2020 at 2:15 p.m. local time.** to:

Mailing Address: City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address: City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1st floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City’s requirements will be returned at vendor’s expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5494, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

BOILER INSPECTION AND REPAIR FALL 2020 OUTAGE

DETAILED SPECIFICATION

I. **SCOPE:** This work will generally consist of providing labor, equipment, materials and supervision on a time and material basis to support the inspection and repair of generator components and auxiliaries equipment as needed during the Fall Outage, currently scheduled for October 19, 2020 through November 19, 2020. Such work may consist of:

- Hydro testing of the boiler with inspection for tube leaks
- Boiler tube repairs
- Boiler tube surface preparation for UT inspection by others
- Installation of tube shields
- Repair of boiler tube alignment attachments
- Removal of baffle plates in the economizer
- Weld repair of cracks in boiler plate steel

In addition, a firm price shall be provided for replacing a 6" Chrome Moly Steel blowdown line as shown in the attached drawings, and the replacement of four (4) coal tips on level "A", the four (4) CCOFA tips, and two (2) aux air tips.

II. **OTHER WORK IN PROGRESS:** Under separate contracts, there will be numerous other contractors on site for the provision of other repair services. Some primary contracts include:

- Precipitator cleaning with grit blast October 20th and duct cleaning through October 27th.
- Industrial cleaning in the boiler, bottom ash systems, duct work and spray dry absorber with hydro blasting equipment, grit blasting and vacuum trucks will be performed October 20th-27th.
- Turbine Valve Overhaul October 20th through November 15th.
- Chimney repairs and structural painting.
- ID Fan bearing re-babbit.

The Contractor shall cooperate with the Owner's representatives and other contractors on site in maintaining individual work areas, laydown and staging areas, break areas and parking areas so as to minimize interference with one another's work efforts. The Contractor shall attend periodic joint scheduling meetings to enhance communications and coordination amongst the various Contractors on site.

The Owner anticipates locating tooling and equipment for boiler work under this specification on the ground level below the boiler inside the plant and throughout all levels of the main boiler and adjacent platforms. A staging and laydown area will be provided at the ground level immediately outside the southeast corner of the unit. A break area will be provided inside the plant on the second floor.

III. **DESCRIPTION:** The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island, Nebraska. The Unit 1 steam generator is a natural circulation, superheat/reheat, pulverized coal-fired boiler manufactured by ABB-CE (CE Contract No. 13477). The steam generator produces 765,000 lb/hr (MCR) of steam at 1000 F and 1800 psi which is delivered to a 122,000 kw steam turbine. Steam generator auxiliary equipment includes a vertical rotor, Ljungstrom regenerative air heater (type 27-VI-90), a United Conveyor water impounded "W" type bottom ash storage hopper, and four CE-Raymond pulverizers (type 683 RS).

IV. **INSPECTIONS AND REPAIRS:** The Contractor shall perform the following inspections and repairs to the boiler and auxiliaries.

A. **Inspections:** The Contractor shall perform the inspections and tube UT inspection preparations as soon as

possible so that any problem areas discovered can be evaluated and repaired as required.

1. Conduct a thorough visual inspection of the accessible tube shields, hangers, alignment bars and boiler tubing along all retract sootblower paths to identify any repairs needed. Specifically identify sootblower and ash erosion damage in the 1st, 2nd, 3rd and 4th tubes in from each sootblower to such extent as feasible.
2. Clean the tube surfaces in all areas identified for UT inspection during the visual inspection.
3. Inspect the Penthouse and all dead air spaces for casing cracks.

B. Non-Pressure Component Repairs: Review all repair recommendations with the Owner's representative to determine scopes of repair based on inspection results. Contractor shall perform all repairs authorized by the Owner, including but not limited to:

1. Replace tube shields that are missing. Tube shields will be furnished by the City.
2. Repair damaged alignment bars.
3. Repair dislodged spacer bars.
4. Repair the casing cracks in the penthouse and dead air spaces.
5. All other non-pressure component repairs identified and authorized by the Owner.
6. The Contractor will receive approval from the City's representative for these repairs prior to starting, shall track all repairs and hours, and report status and hours to the City representative daily. Full document before and after repairs.
7. Replace four coal nozzle tips on level "A", four CCOFA Air tips, and two Aux air tips.
8. Replace 45' of 6" blowdown drain line to the blowdown tank as per drawing BD-1.

C. Pressure Part Repairs: Contractor shall review all recommendations for pressure part repairs with the Owner's Representative. Those repairs authorized by the Owner will be performed by the Contractor who shall track all repairs and hours, and report status and hours to the City representative daily. Fully document before and after repairs.

D. Attachments:

1. BD-1 Blowdown line. (Note The 2" line furthest from the blowdown tank is capped and will not be needed.)
2. 51-001 Boiler Side View
3. 51-721 Boiler Soot Blower Arrangement
4. Babcock Coal / Air Nozzle Drawings pgs 1-7

V. MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CITY: The City shall provide the materials mentioned, including all tubing, tube shields and clips, electrical power and electrical connections, and a drinking water source. The Owner shall provide temporary, portable restroom facilities.

VI. MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CONTRACTOR: The Contractor shall provide required hand tools, hoists, chain falls, cutting torches and gases, welding machines, welding leads and consumables, and all other equipment and materials necessary to completely perform the work.

VII. QUALIFICATIONS: The Contractor shall be a firm specializing in the installation, overhaul, repair, and maintenance of steam generating equipment used in the power generation industry. The Contractor shall be capable of fully performing the work without the assistance of City personnel, except as required for the City to identify specific repair locations. A reference list of projects of similar scope and complexity shall be provided

with the bid. The Contractor shall possess a valid ASME "R" stamp and valid welding procedures as typical for utility boilers and as specifically required for welds required in these specifications. All welders shall be certified as required for the work performed and the certification documents shall be available to review at the job site. Prior to award, the Contractor shall submit procedures for all welding required in this specification to the City for review.

- VIII. **FIELD SUPERVISION:** The Contractor shall provide an on-site Superintendent to direct the work. The Superintendent shall be thoroughly familiar with Combustion Engineering tangential boilers and auxiliary equipment, and have had previous experience with projects of similar scope. A summary of the experience of the Superintendent proposed for the project shall be provided.
- IX. **SAFETY:** The Contractor shall be responsible for compliance with all safety practices as required by the regulatory agencies governing the Contractor's operations as well as any and all safety requirements of the Contractor's organization and shall submit historical evidence of such compliance. All personnel working on site will be required to participate in the plant's safety orientation prior to performing any work on site at PGS and comply with plant safety requirements.

The plant has an equipment lockout/tag out procedure to prevent the unauthorized starting of motors and the unauthorized movement of valves and dampers. The Contractor is required to use the procedure and add its own locks/tags on top of the plant lock/tags if required. *Removal of plant locks/tags is not allowed and is cause for removal from the plant site.*

- X. **SCHEDULE:** It is expected that the boiler will be removed from service on October 19th and hydro tested on October 21, 2020. These dates are not guaranteed and remain subject to adjustment based on the needs of the utility.

The access to the boiler may be limited at times during the first week of the outage due to other work. The Contractor shall coordinate all work in advance with the Owner. The Contractor shall complete all work by November 14, 2020, to allow the owner to fire the unit in preparation for return to service.

There is no separate contractor entrance at the Platte Generating Station. There is one gate with a card access security system and the Contractor may request to use access cards to gain entry rather than request entry and exit each trip. There is a \$25.00 charge for each access card that is not returned.

- XI. **SERVICE RATES:** The Contractor shall provide lump sum T&M not-to-exceed pricing for the scope of work as specified on the Bid Data Form. A separate sheet shall show the following breakdown of separate lump sum pricing for each of:

- 1 - Firm price for all Mobilization, Demobilization, Tools, Equipment, supplies, PPE, expendables, supervision and project management, overhead, fixed costs and expenses.
- 2 - A Lump sum T&M cost of labor for one crew working 10 hours per day October 20-November 14, 2020. For bidding purposes, the crew shall consist of 1 Superintendent, 1 BM General Foreman and 3 BM Journeymen. The number of days shall be five (5) days a week for four (4) weeks or 20 days at 10 hours per day.
- 3 - Provide T&M rate sheets that are the basis of the costs above and which will further be used for all billing, including all modifications to the labor crew required during the performance of the work.
- 4 - Firm price for Materials and labor to replace the 45' of 6" blowdown line as shown on drawing BD-1.
- 5 - Lump sum for replacement of coal nozzles, aux air nozzles, and COFA nozzles.

The Platte Generating Station is NOT tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at www.revenue.state.ne.us for contractor's tax information.

XII. SUBMITTALS REQUIRED:

A. Contractor shall submit the following documentation for review with the bid:

1. References for at least three (3) projects of a similar scope and for a similar size unit, including a description, name, and phone contact.
2. Subcontractor's names and reference lists.
3. Copy of Contractor's R stamp.
4. Superintendent's experience summary.
5. Pricing
6. Firm T&M Unit prices for additions or reductions to the bid labor hours included in the lump sum price, and for any other work added to the project for miscellaneous repairs.
7. Provide all other standard terms and conditions which will be in effect during the project.
8. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted **with the bid**, and noted on the Bid Data Form.

Time is of the essence in the evaluation of proposals, the execution of contract documents and/or issuance of a Purchase Order for the execution of the work. Submittal of proposals that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

XIII. SITE CONTACT: All bidders shall have visited the site prior to bidding to familiarize themselves with site conditions affecting the work. To arrange a site visit or for any questions regarding this specification, contact Lynn Mayhew at 308-385-5494 or email lmayhew@giud.com

XIV. INSURANCE: The Contractor shall comply with the attached Insurance Requirements

XV. PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

VII. Time and Material Accounting: Contractor shall be required to maintain accurate job logs and daily time sheets detailing all work performed and expenses incurred in the same format as the bid detail submittal for T&M work. Daily time sheets shall identify all individuals by name, craft and all hours worked on each portion of the work. Such job logs and time sheets shall accurately account for all man-hours with clear separation and identification of Time, equipment and Material as required accounting for the actual work hours and expenses.

The timesheets/logs shall clearly detail the specific work that was accomplished during the shift. These sheets will be presented to the Owner's representative on a daily basis for review with the Contractor. The Owners representative will sign these documents as a record of receipt and review only. Any corrections that need to be made to such signed documents shall be implemented upon the discovery of the error and both parties shall initial the change made on the form. These records will then serve as record of the work performed and a basis for determining the final billing.

REQUEST FOR BIDS - SITE CONDITIONS

BOILER INSPECTION AND REPAIR – FALL 2020 OUTAGE

Site Visit: Bidders shall visit the site in order to inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the existing facilities, the obstacles which may be encountered, the sequence of the work, and all other relevant matters concerning the work to be performed. No extra compensation shall be allowed by reason of the failure of such bidder to fully inform themselves of said site conditions prior to the bidding. The Contractor shall employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with the City's operations and any other contractors.

A site visit may be arranged by contacting Lynn Mayhew at (308) 385-5496.

Signature of person visiting site: _____

Signature of Utilities personnel witnessing visit: _____

Date of Visit: _____

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

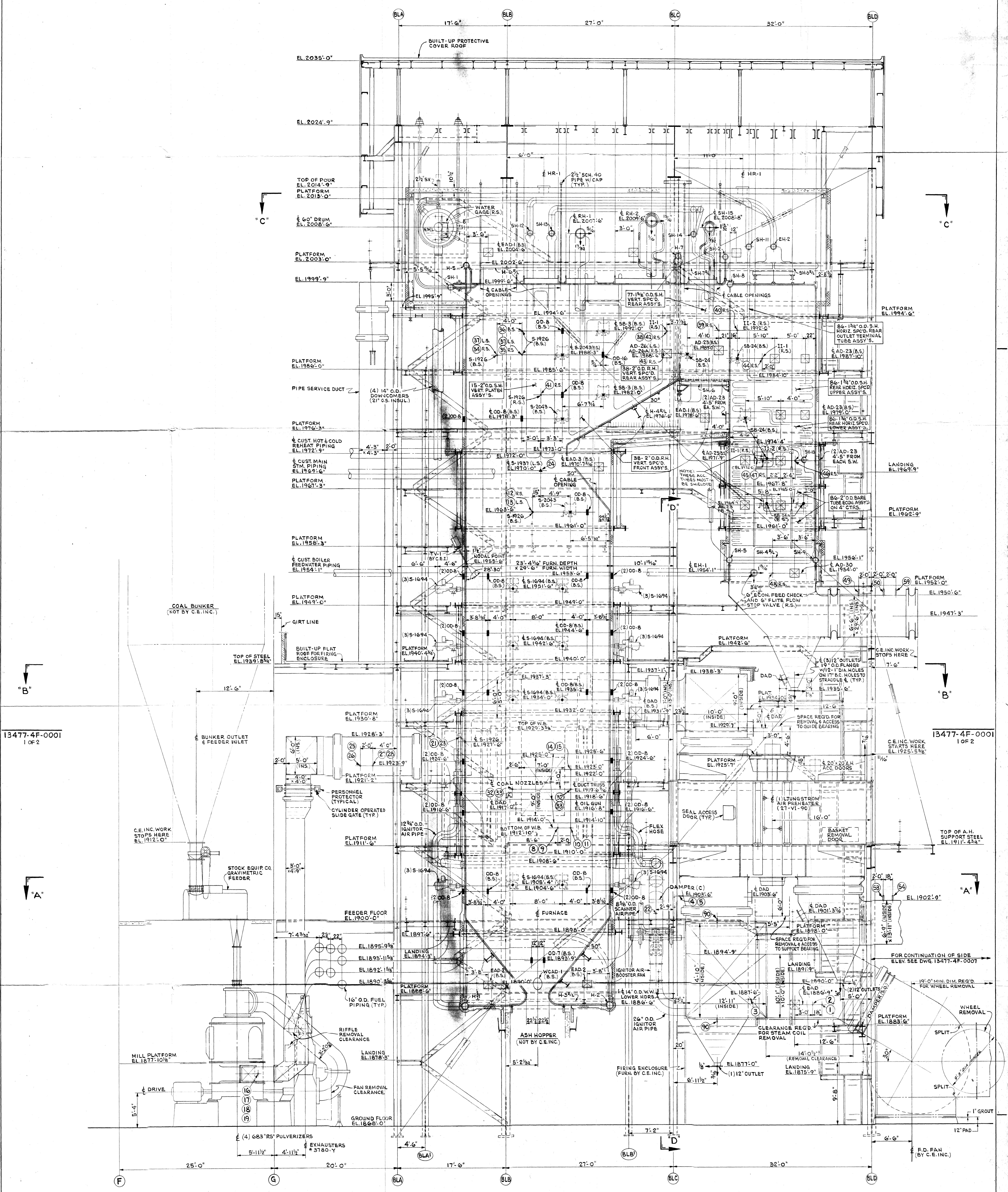
The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**



13477-4F-001 1 OF 2

13477-4F-001 1 OF 2

REVISIONS

1	REVISED	GROUND FLOOR ELEV. FROM 1860'-0" TO 1866'-0" DIM. FROM GRID TO & W/L LOWER HDRS. & ALL ELEV. ACCORDINGLY
2	ADDED	PIPE DUCT DRUM HANGER RODS PRESS. PARTS SUPPORT LEVEL DIM. FOR FIRING ENCL.
3	REVISED	LOC. OF INST. CONNS 45 & 47 @ 1971'-9"
4	REVISED	LOC. OF INST. CONNS 45 & 47 @ 1971'-9"
5	REVISED	LOC. OF INST. CONNS 45 & 47 @ 1971'-9"

LEGEND OF HEADER MARK NUMBERS

MARKER	DESCRIPTION
HR-1	12" O.D. ECON. INLET HDR.
HR-2	10" O.D. ECON. OUTLET HDR.
H-1	14" O.D. FURN. LOWER FRONT HDR.
H-2	14" O.D. FURN. LOWER REAR HDR.
H-3	14" O.D. FURN. LOWER SIDE HDRS.
H-4	8" O.D. FURN. EXT. SIDE INLET HDRS.
H-5	10" O.D. FURN. UPPER SIDE HDRS.
H-6	10" O.D. FURN. REAR OUTLET HDR.
SH-1	10" O.D. BACKPASS & ROOF INLET HDR.
SH-2	10" O.D. BACKPASS & ROOF OUTLET HDR.
SH-3	10" O.D. BACKPASS SIDE INLET HDRS.
SH-4	10" O.D. BACKPASS SIDE OUTLET HDRS.
SH-5	10" O.D. BACKPASS FRONT INLET HDR.
SH-6	10" O.D. BACKPASS EXT. SIDE INLET HDR.
SH-7	10" O.D. BACKPASS EXT. SIDE OUTLET HDR.
SH-8	10" O.D. BACKPASS FRONT JUNCTION HDR.
SH-9	10" O.D. BACKPASS REAR OUTLET HDR.
SH-10	10" O.D. S.H. VERT. SPID. INLET HDR.
SH-11	12" O.D. S.H. VERT. SPID. REAR OUTLET HDR.
SH-12	10" O.D. S.H. VERT. PLATEN INLET HDR.
SH-13	12" O.D. S.H. VERT. SPID. FRONT INLET HDR.
SH-14	12" O.D. S.H. VERT. SPID. FRONT INLET HDR.
SH-15	18" O.D. S.H. VERT. SPID. FRONT OUTLET HDR.
RH-1	18" O.D. R.H. VERT. SPID. INLET HDR.
RH-2	24" O.D. R.H. VERT. SPID. OUTLET HDR.

LEGEND OF SETTING NUMBERS FOR DOORS, SOOT BLOWERS AND INSTRUMENT INSERTS

SETTING NUMBER	DESCRIPTION
S-1694	WALL BLOWER
S-2045	RETRACT. SOOT BLOWER
SB-3124	HAFT TRACT. SOOT BLOWER
SB-24	TEMPERATURE PROBE
WCAD-1	16" X 23" WATER COOLED ACCESS DOOR
OD-748	4' X 10' OBSERVATION DOOR
EO-1243	18" X 16" ENCLOSURE ACCESS DOOR
AD-26630	AD-266A
DAD	DUCT ACCESS DOOR
HR-1	HEAT REMOVAL DOOR (15" X 10")
TV-1	TV CAMERA
S-1926	INSTRUMENT INSERT
II-142	

UNIT DESCRIPTION

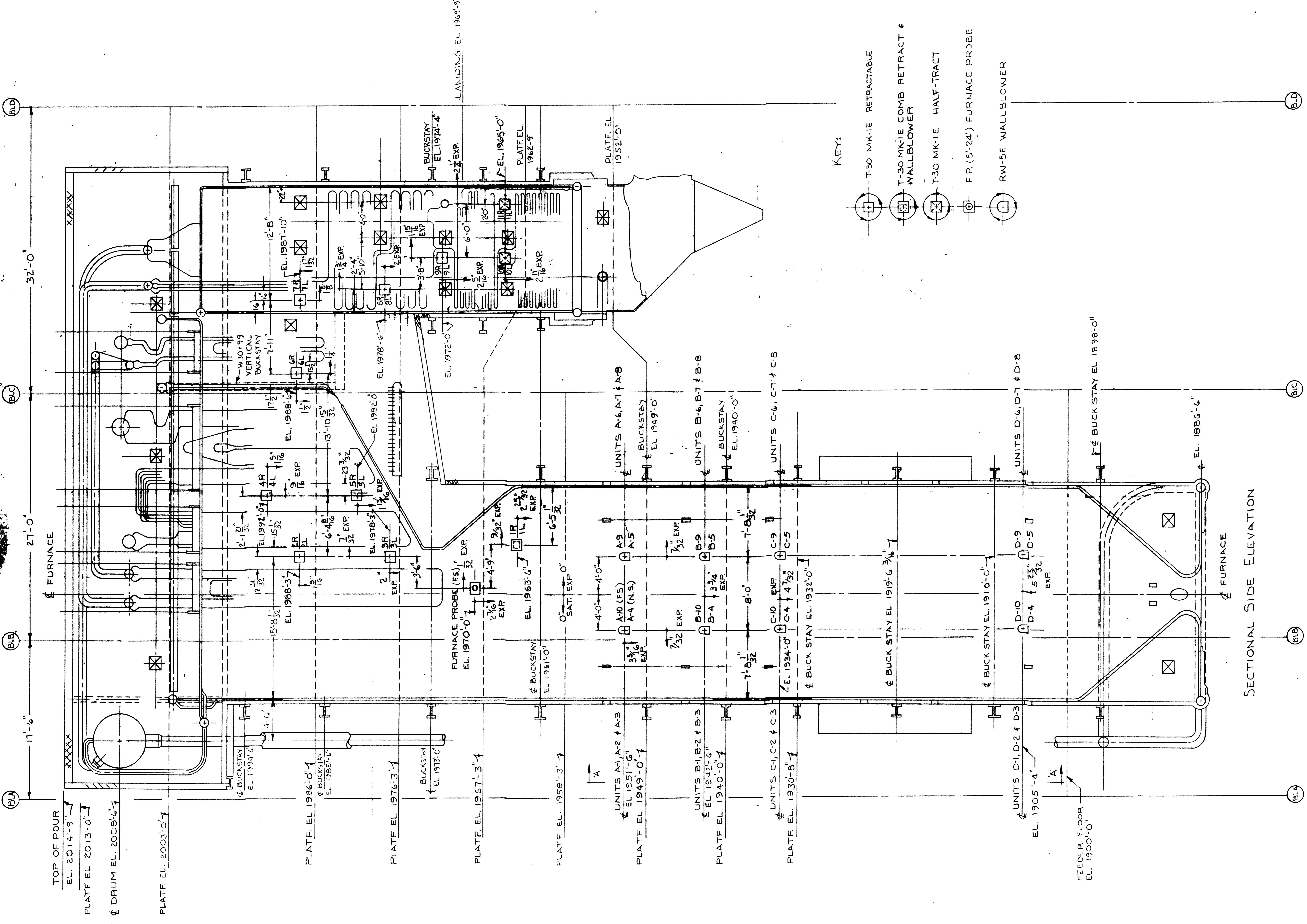
ONE (1) 100 MW RADIANT HEAT, 8" LINED DUCT OUTDOOR UTILITY UNIT. FUSION WELDED FURNACE WALLS (2 1/2" O.D. TUBES ON 3" CENTERS) FIN WELDED FURNACE EXT. SIDE TUBES (2 1/2" O.D. TUBES ON 5" CENTERS) FIN WELDED BACKPASS REAR TUBES (2 1/2" O.D. TUBES ON 4" CENTERS) FIN WELDED BACKPASS FRONT TUBES (2 1/2" O.D. TUBES ON 4" CENTERS) RIBBED ALUMINUM OUTER CASING STRUCTURAL STEEL BY C.E. INC. SEISMIC DESIGN: U.B.C. ZONE #1 WIND LOAD: U.B.C. 30 P.S.F. ZONE

REFERENCE DRAWINGS

GENERAL ARR'GT. - PLAN	DESCRIPTION	NO.
"A-A"	"A-A"	13477-4E-0002
"B-B"	"B-B"	13477-4E-0003
"C-C"	"C-C"	13477-4E-0004
"D-D"	"D-D"	13477-4E-0005
"E-E"	"E-E"	13477-4E-0006
"F-F"	"F-F"	13477-4E-0007
"G-G"	"G-G"	13477-4E-0008
"H-H"	"H-H"	13477-4E-0009
"I-I"	"I-I"	13477-4E-0010
"J-J"	"J-J"	13477-4E-0011
"K-K"	"K-K"	13477-4E-0012
"L-L"	"L-L"	13477-4E-0013
"M-M"	"M-M"	13477-4E-0014
"N-N"	"N-N"	13477-4E-0015
"O-O"	"O-O"	13477-4E-0016
"P-P"	"P-P"	13477-4E-0017
"Q-Q"	"Q-Q"	13477-4E-0018
"R-R"	"R-R"	13477-4E-0019
"S-S"	"S-S"	13477-4E-0020
"T-T"	"T-T"	13477-4E-0021
"U-U"	"U-U"	13477-4E-0022
"V-V"	"V-V"	13477-4E-0023
"W-W"	"W-W"	13477-4E-0024
"X-X"	"X-X"	13477-4E-0025
"Y-Y"	"Y-Y"	13477-4E-0026
"Z-Z"	"Z-Z"	13477-4E-0027

UTZ, DAILY & BRAIN - CONT. N° 17-0-2
GENERAL ARRANGEMENT - SIDE
CITY OF GRAND ISLAND
PLATE GENERATING STATION, UNIT #1
GRAND ISLAND, NEBRASKA
SCALE: 1/8" = 1'-0"
DATE: 12/21/78
TRACED BY: [Signature]
APPROVED BY: [Signature]
COMP. CODE: 91-84-0503
13477-4F-001-06

1719158



- KEY:
- T-30 MK-1E RETRACTABLE
 - T-30 MK-1E COMB. RETRACT & WALLBLOWER
 - T-30 MK-1E HALF-TRACT
 - F.P. (5'-24") FURNACE PROBE
 - RW-5E WALLBLOWER

C.V.I. COMPLEMENTARY DRAWINGS

- B-183703 T-30 MK-1E COMB. RET./WB. SOOT BLOWER VIEWS
- B-183701 T-30 MK-1E SOOT BLOWER VIEWS
- B-183705 T-30 MK-1E RETRACT & COMB. RETRACT & WB. SLEEVE VIEWS
- L-183706 HEATER ARR'G'T FOR: T-30 MK-1E RETRACT & T-30 MK-1E COMB. RETRACT/WB. RW-5E SOOT BLOWER VIEWS
- B-183707 F.P. (5'-24") FURNACE PROBE VIEWS
- B-183703 SCHEMATIC PIPING DIAGRAM
- B-183884 VIEW 'A-A' SOOT BLOWER ARRANGEMENT
- M-184092 STEAM CONSUMPTION DATA
- D-185795 PHYSICAL PIPING DIAGRAM RIGHT SIDE ELEVATION
- D-185796 PHYS. PIPING DIAGRAM FRONT ELEVATION
- D-185797 PRESS. REDUCING STATION, PIPING NOTES & DETAILS, HANGER, ANCHOR & GUIDE DETAILS
- S-185799 PIPING BILL OF MATERIAL T-30 MK-1E HALF-TRACT VIEWS
- B-266773 T-30 MK-1E HALF-TRACT SLEEVE VIEWS

BOILER DATA

MFGR. & TYPE BOILER: C.E. RADIANT REHEAT
 DESIGN PRESSURE: 2225 P.S.I.G.
 OPER. PRESSURE: 1990 P.S.I.G. @ 1005° F.
 FUEL: COAL NO. OF BOILERS: ONE (1)

SOOT BLOWER INFORMATION

- CAST STEEL MODEL 'D' 2 1/2" 600" STD. HEAD
1. BLOWING PRESSURE CAN BE REGULATED BY AN EXTERNAL ADJUSTING SCREW ON ALL MODEL 'D' HEADS.
 2. PIPE, VALVES, AND FITTINGS BY COPES-VULCAN DIVISION EXCEPT AS NOTED.
 3. ITEMS MARKED "M" NOT FURNISHED BY COPES-VULCAN DIVISION.
 4. SOOT BLOWING MEDIUM: STEAM @ 205 P.S.I.G. @ 164° F. SOURCE: SH. LOW TEMPA. OUTLET HEAT.
 5. SLOPE BLOWING MEDIUM PIPING TO DRAIN.
 6. HAND OF INSTALLATION: RIGHT & LEFT - PROBE - LEFT - WALL - RIGHT, LEFT - FRONT & REAR.
 - * 7. MIN. BLOWING PRESS. REQ'D. FOR LANCE COOLING DO NOT OPERATE BLOWER AT ANY PRESS. LESS THAN NOTED.
 8. COEFFICIENT OF EXPANSION = .05%/FT.

51-721

SOOT BLOWER START-UP PRESSURE

UNIT NO.	TYPE OF BLOWER	BLOWING PRESSURE
1R/L	COMBINATION W.B. RETRACT	215
2R/L	RETRACTABLE	165
4R/L	RETRACTABLE	135
6R/L - 8R/L	RETRACTABLE	110
ALL BANDS	WALLBLOWERS	150

PRESSURES LISTED ARE TO BE CONSIDERED AS START-UP PRESSURES ONLY, AND NOT TO BE INTERPRETED AS FINAL. FREQUENCY OF BLOWER OPERATION, GRADE OF FUEL BURNED, AND BOILER OPERATION WILL AFFECT THESE PRESSURES. 13477-B-22E5

COPES-VULCAN, INC.
 One of the White Consolidated Industries
 LAKE CITY (PA. CO.), PA. U.S.A.

CITY OF GRAND ISLAND
 POWER GENERATING STATION
 UNIT NO. 1
 C.E. INC. CONT# 13477
 C.E. INC. P.O. # 1870500
 RIGHT SIDE ELEVATION
SOOT BLOWER ARRANGEMENT

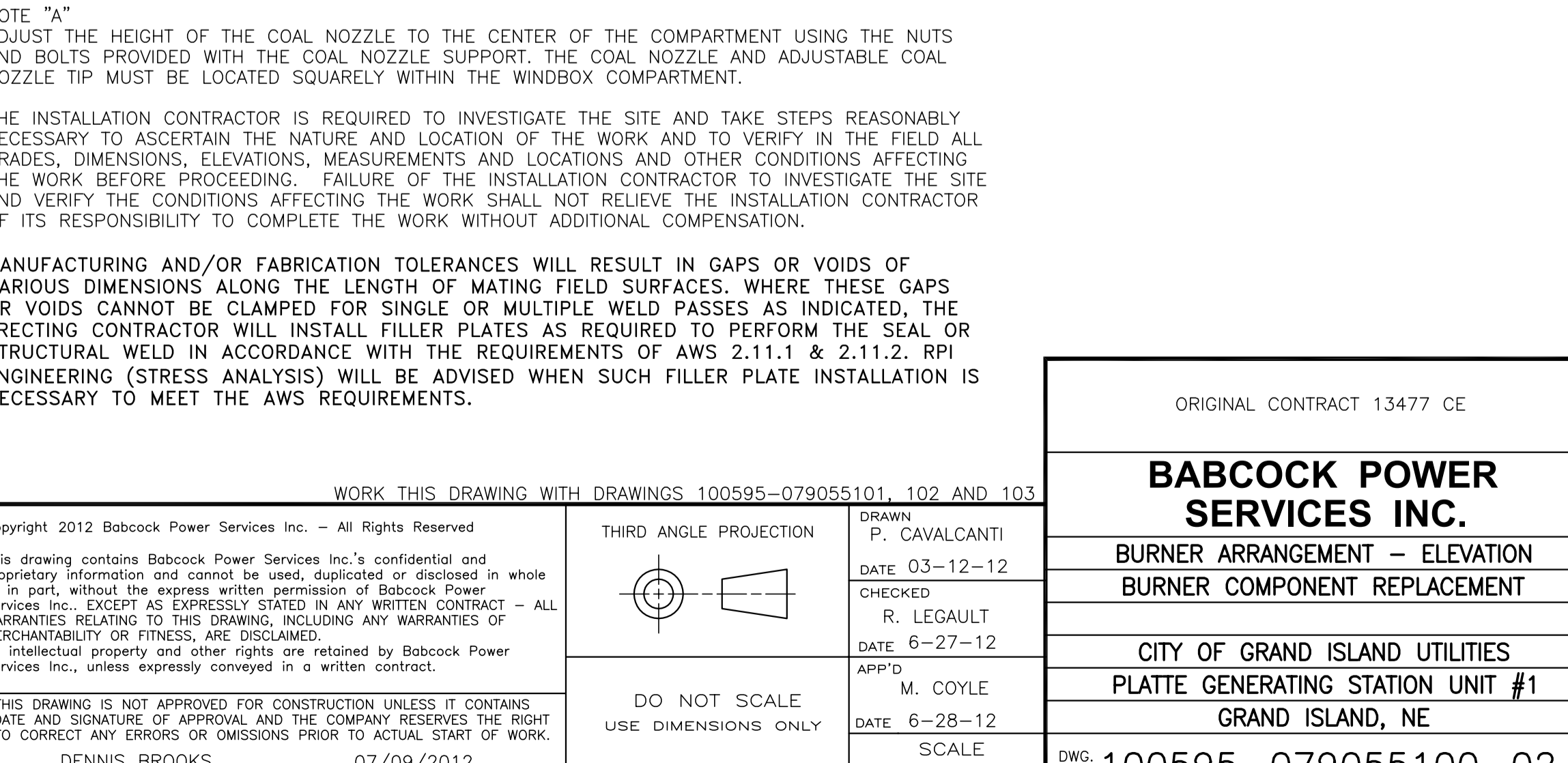
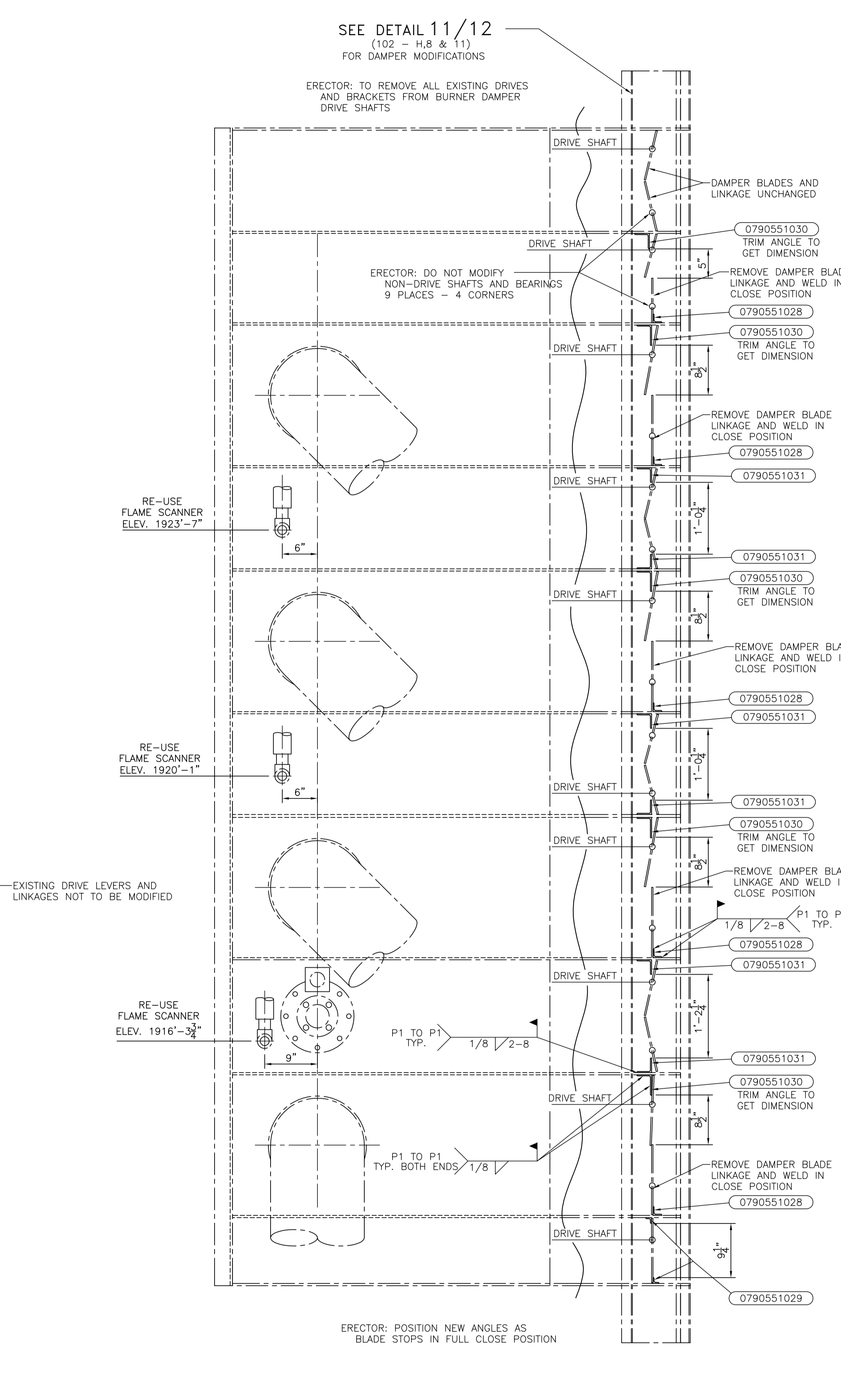
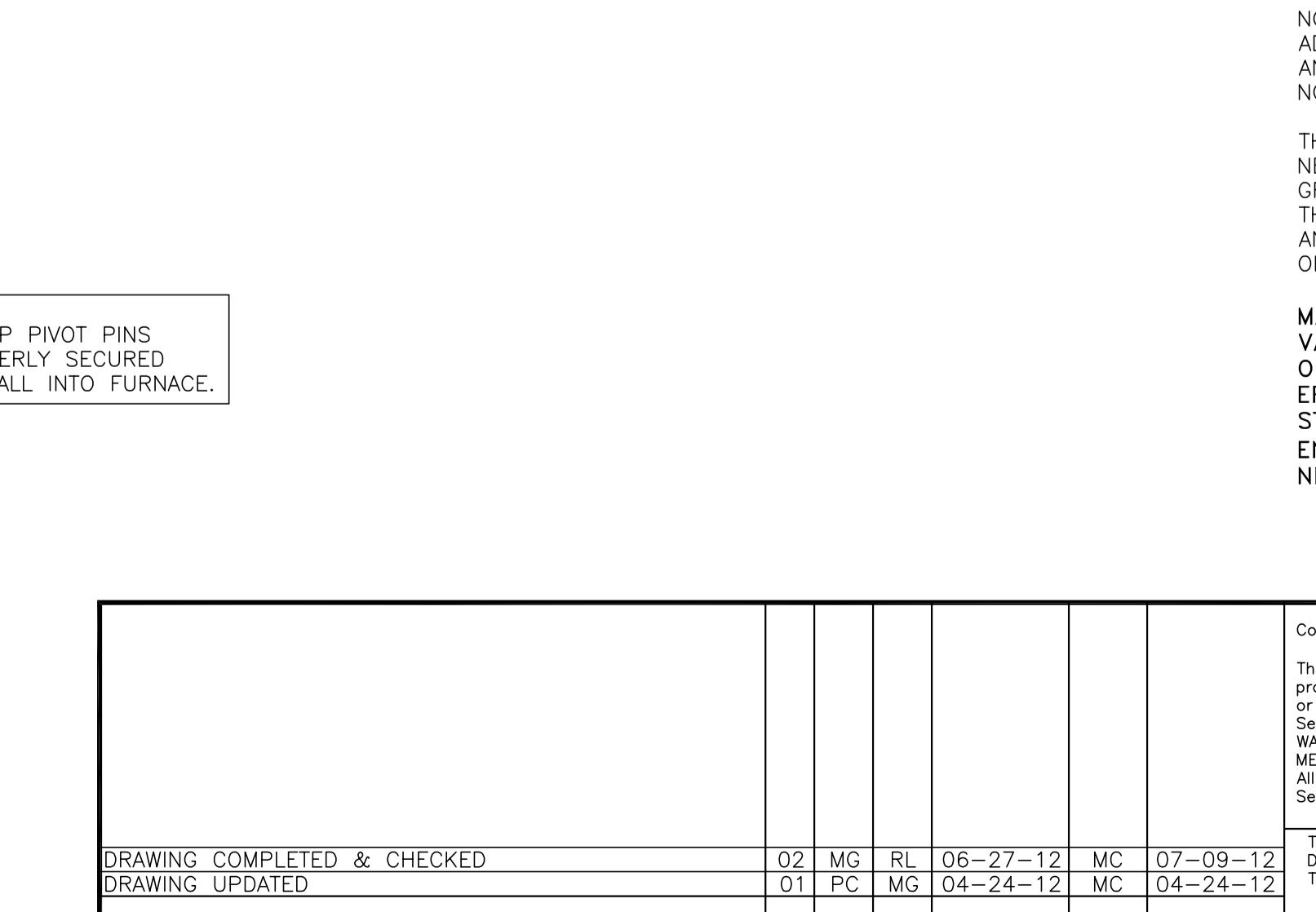
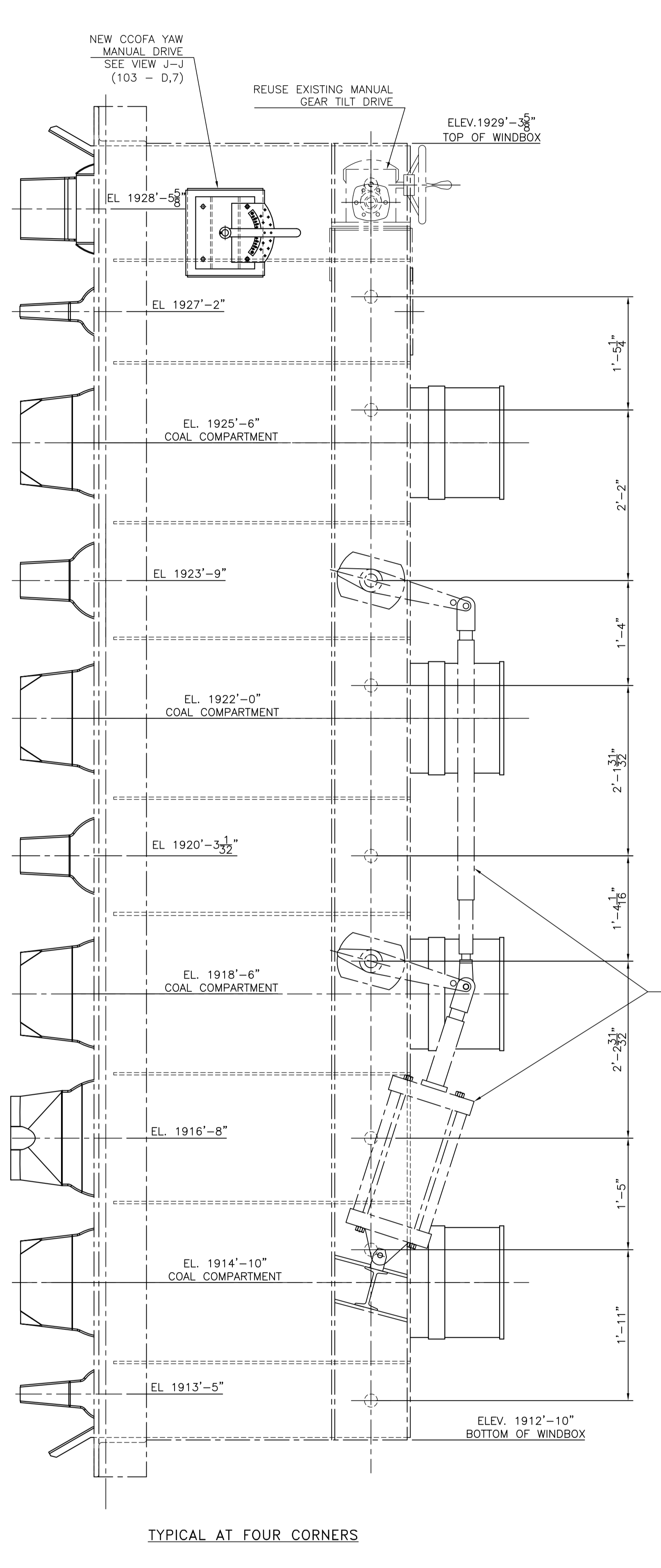
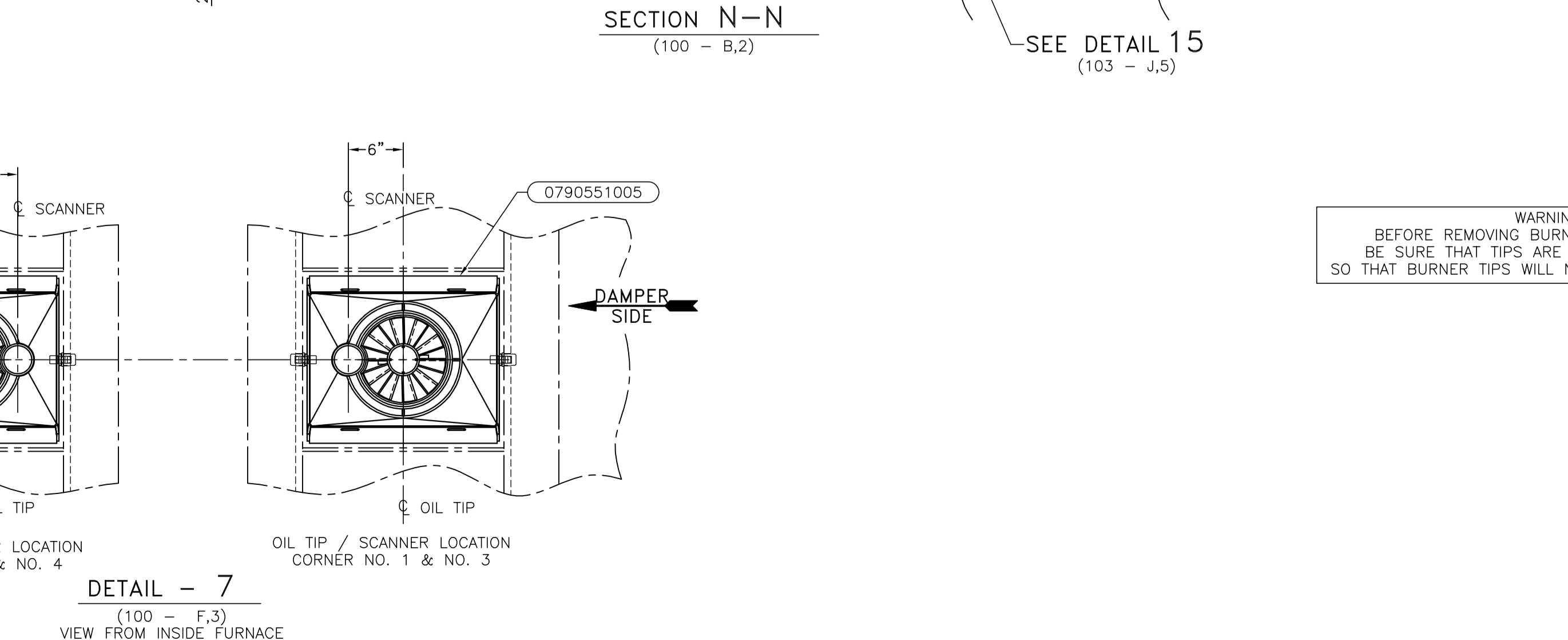
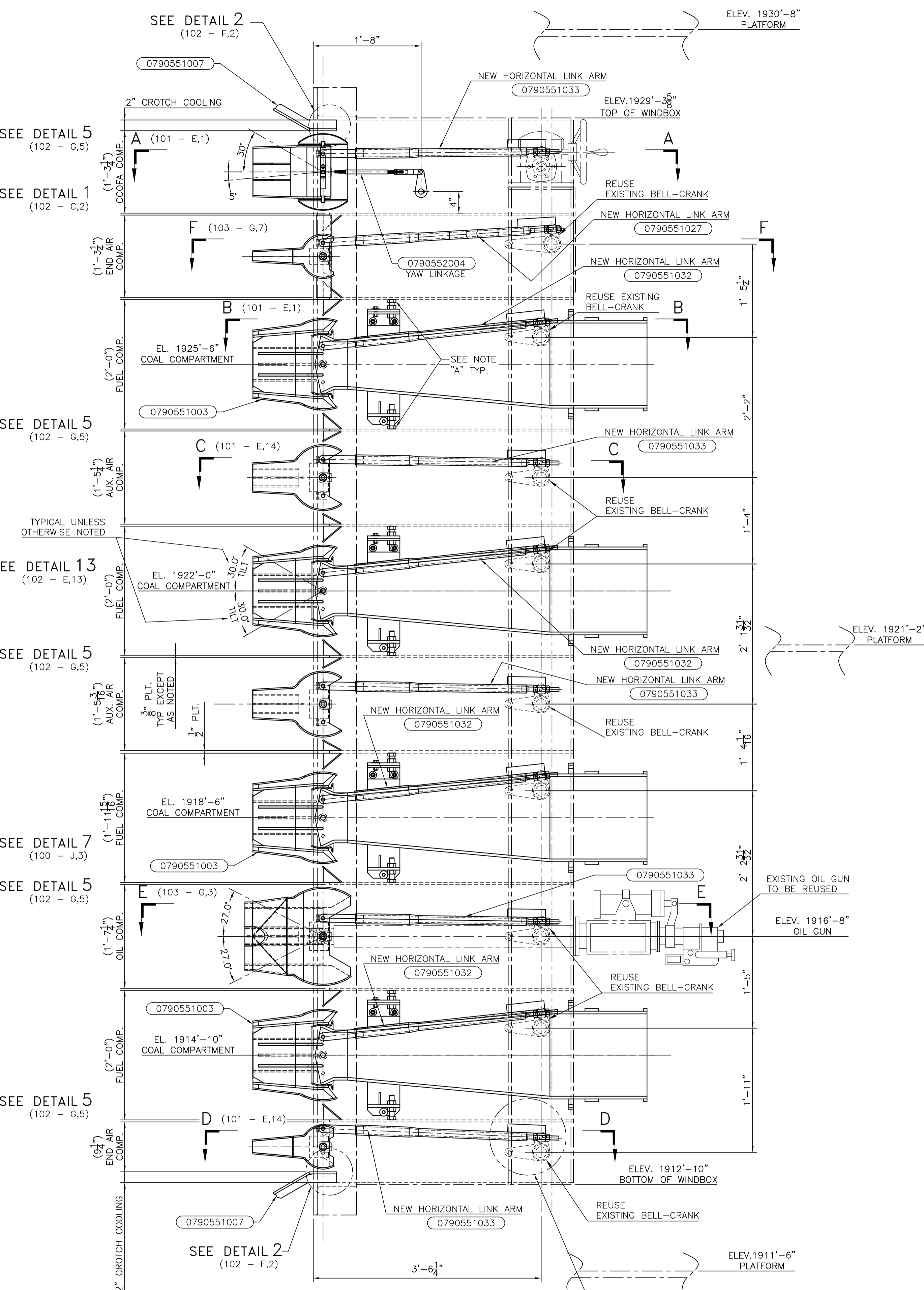
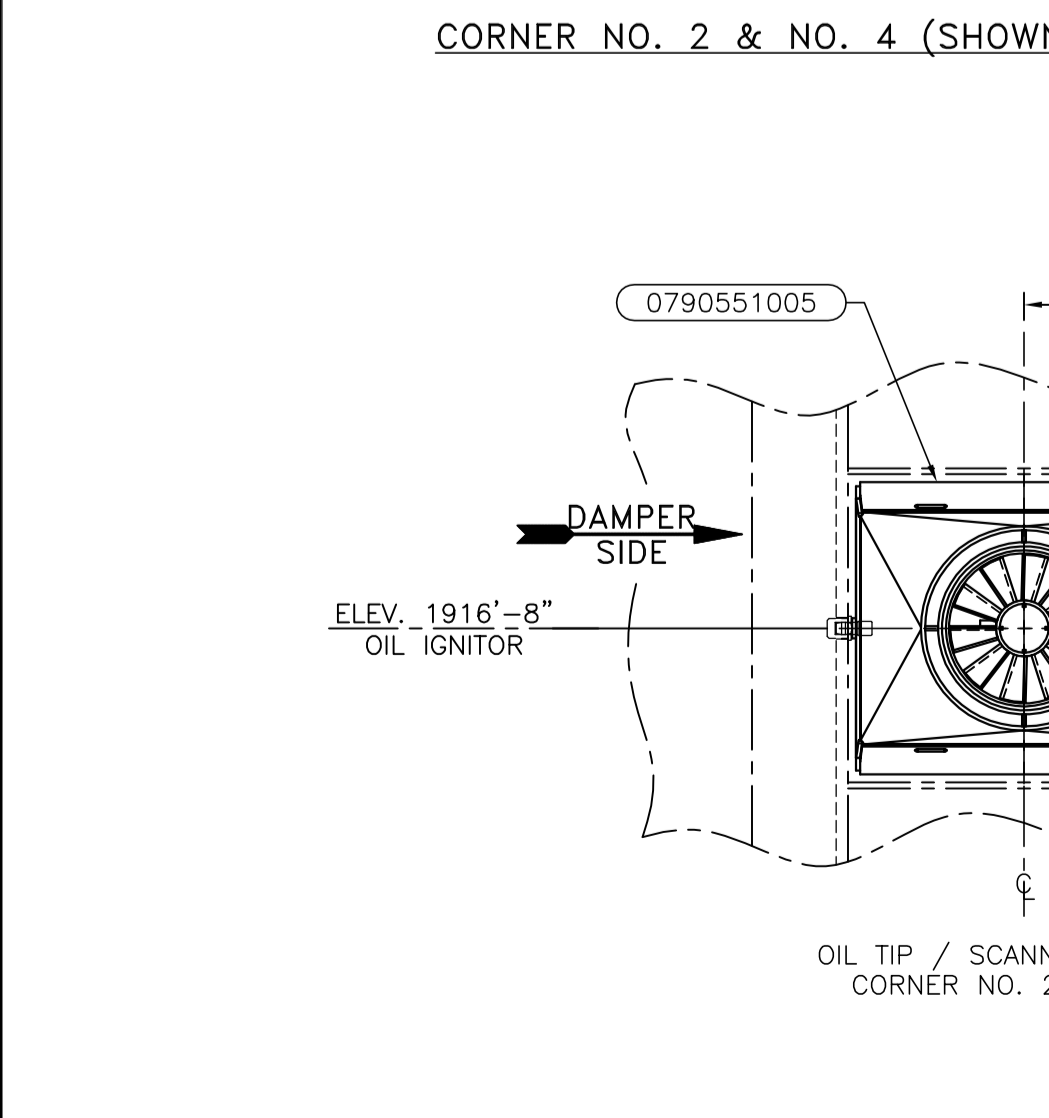
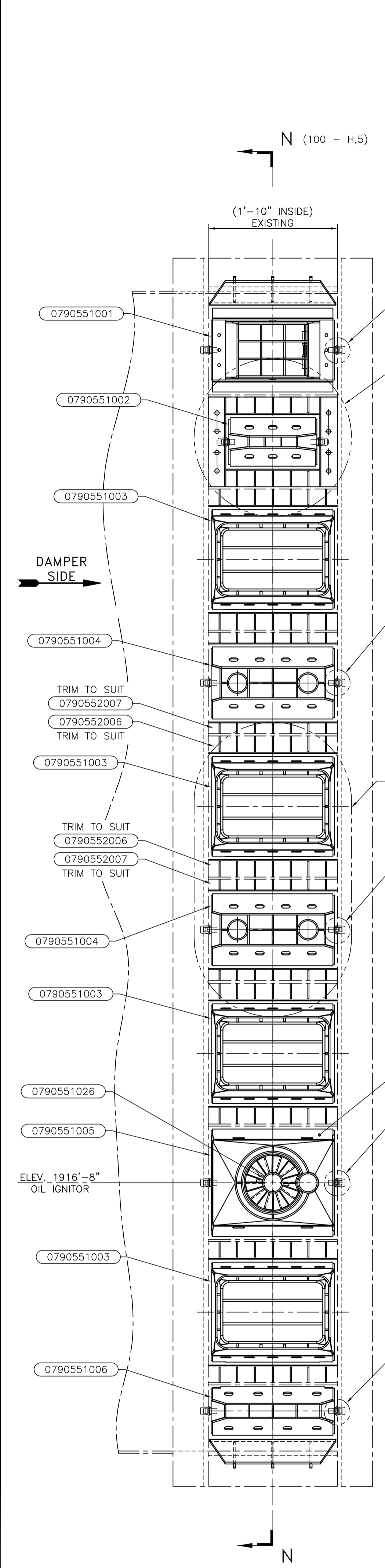
AUG 25 1983

DESIGNED BY: <i>[Signature]</i> DATE: 4-13-83	JOB NO: 7830-86081
CHECKED BY: <i>[Signature]</i> DATE: 5-27-83	SCALE: 1/4" = 1'-0"
APPROVED BY: <i>[Signature]</i> DATE: 7-1-83	

GRAND ISLAND 77-8

PART CODE 6

RWC NO. D-183702 REV. 2



NOTE "A"
ADJUST THE HEIGHT OF THE COAL NOZZLE TO THE CENTER OF THE COMPARTMENT USING THE NUTS AND BOLTS PROVIDED WITH THE COAL NOZZLE SUPPORT. THE COAL NOZZLE AND ADJUSTABLE COAL NOZZLE TIP MUST BE LOCATED SQUARELY WITHIN THE WINDBOX COMPARTMENT.

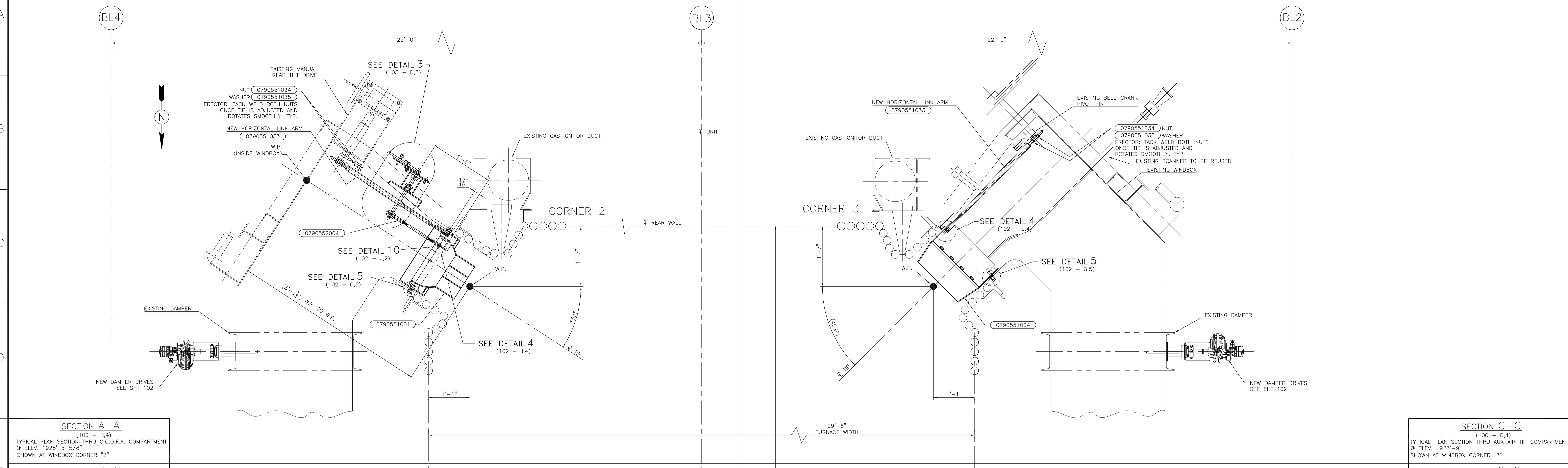
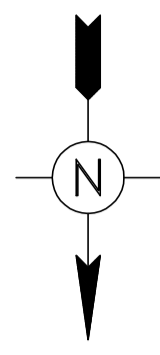
THE INSTALLATION CONTRACTOR IS REQUIRED TO INVESTIGATE THE SITE AND TAKE STEPS REASONABLY NECESSARY TO ASCERTAIN THE NATURE AND LOCATION OF THE WORK AND TO VERIFY THE FIELD ALL GRADES, DIMENSIONS, ELEVATIONS, MEASUREMENTS AND LOCATIONS AND OTHER CONDITIONS AFFECTING THE WORK BEFORE PROCEEDING. FAILURE OF THE INSTALLATION CONTRACTOR TO INVESTIGATE THE SITE AND VERIFY THE CONDITIONS AFFECTING THE WORK SHALL NOT RELIEVE THE INSTALLATION CONTRACTOR OF ITS RESPONSIBILITY TO COMPLETE THE WORK WITHOUT ADDITIONAL COMPENSATION.

MANUFACTURING AND/OR FABRICATION TOLERANCES WILL RESULT IN GAPS OR VOIDS OF VARIOUS DIMENSIONS ALONG THE LENGTH OF MATING FIELD SURFACES. WHERE THESE GAPS OR VOIDS CANNOT BE CLAMPED FOR SINGLE OR MULTIPLE WELD PASSES AS INDICATED, THE ERECTING CONTRACTOR WILL INSTALL FILLER PLATES AS REQUIRED TO PERFORM THE SEAL OR STRUCTURAL WELD IN ACCORDANCE WITH THE REQUIREMENTS OF AWS 2.11.1 & 2.11.2. RPI ENGINEERING (STRESS ANALYSIS) WILL BE ADVISED WHEN SUCH FILLER PLATE INSTALLATION IS NECESSARY TO MEET THE AWS REQUIREMENTS.

REVISION	NO.	BY	CHK	DATE	APP'D	DATE
DRAWING COMPLETED & CHECKED	02	MG	RL	06-27-12	MC	07-09-12
DRAWING UPDATED	01	PC	MG	04-24-12	MC	04-24-12

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THIS DRAWING IS NOT APPROVED FOR CONSTRUCTION UNLESS IT CONTAINS DATE AND SIGNATURE OF APPROVAL AND THE COMPANY RESERVES THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS PRIOR TO ACTUAL START OF WORK.		DATE 6-28-12
DENNIS BROOKS RELEASED & APPROVED		SCALE 1 IN. = 1 FT.
		DWG. NO. 100595-079055100-02

ORIGINAL CONTRACT 13477 CE
BABCOCK POWER SERVICES INC.
BURNER ARRANGEMENT - ELEVATION
BURNER COMPONENT REPLACEMENT
CITY OF GRAND ISLAND UTILITIES
PLATTE GENERATING STATION UNIT #1
GRAND ISLAND, NE

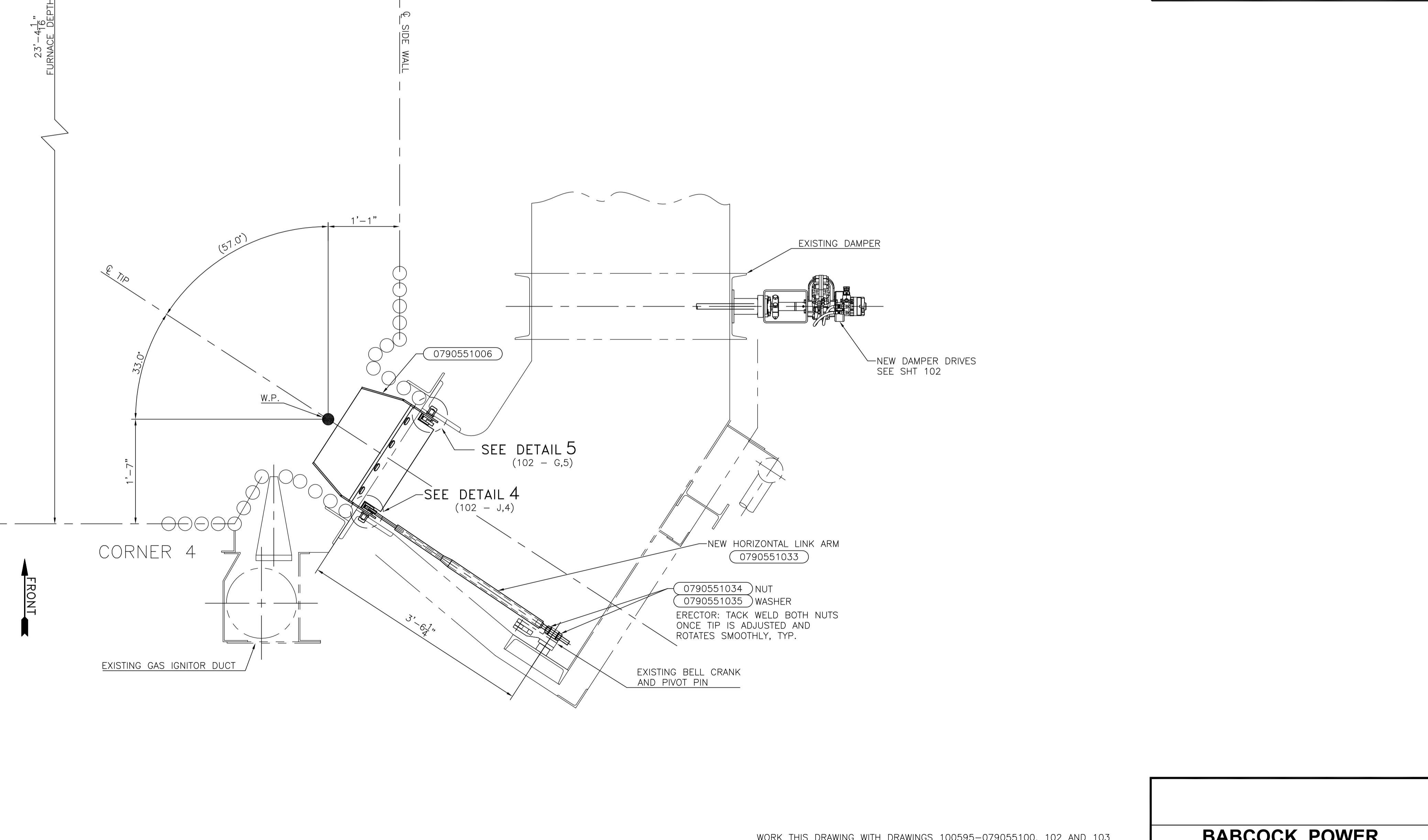
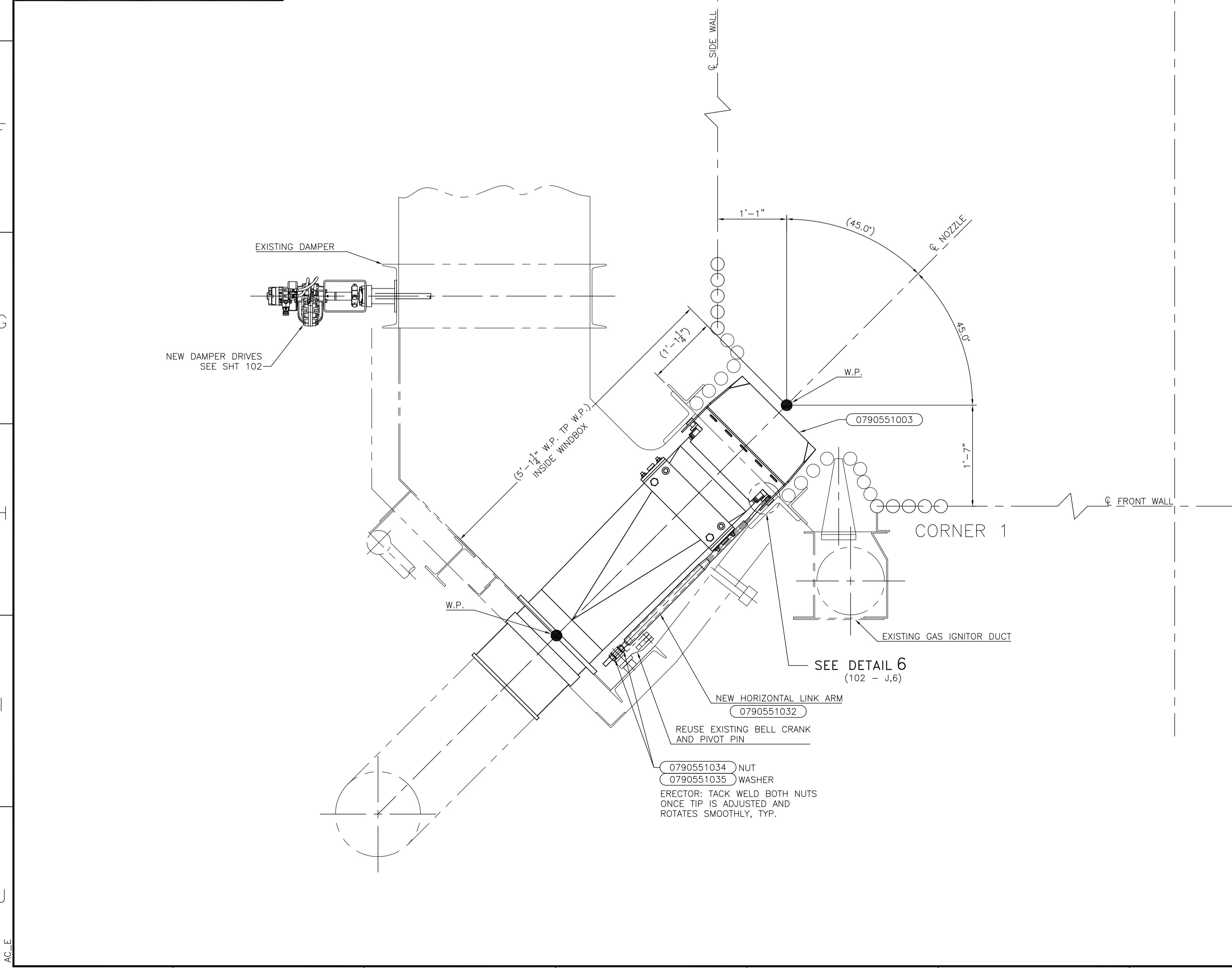


SECTION A-A
(100 - B,4)
TYPICAL PLAN SECTION THRU C.C.O.F.A. COMPARTMENT
@ ELEV. 1928' 5-5/8"
SHOWN AT WINDBOX CORNER "2"

SECTION B-B
(100 - C,4)
TYPICAL PLAN SECTION THRU COAL COMPARTMENT
@ ELEV. 1925'-6"
SHOWN AT WINDBOX CORNER "1"

SECTION C-C
(100 - D,4)
TYPICAL PLAN SECTION THRU AUX AIR TIP COMPARTMENT
@ ELEV. 1923'-9"
SHOWN AT WINDBOX CORNER "3"

SECTION D-D
(100 - E,4)
TYPICAL PLAN SECTION THRU END AIR TIP COMPARTMENT
@ ELEV. 1912' 7"
SHOWN AT WINDBOX CORNER "4"

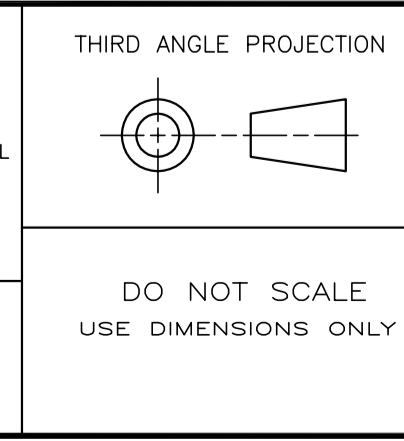


REVISION	NO.	BY	CHK	DATE	APP'D	DATE
DRAWING COMPLETED & CHECKED	02	MG	RL	06-27-12	MC	07-09-12
DRAWING UPDATED	01	PC	MG	04-24-12	MC	04-24-12

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DENNIS BROOKS
RELEASED & APPROVED 07/09/2012 DATE

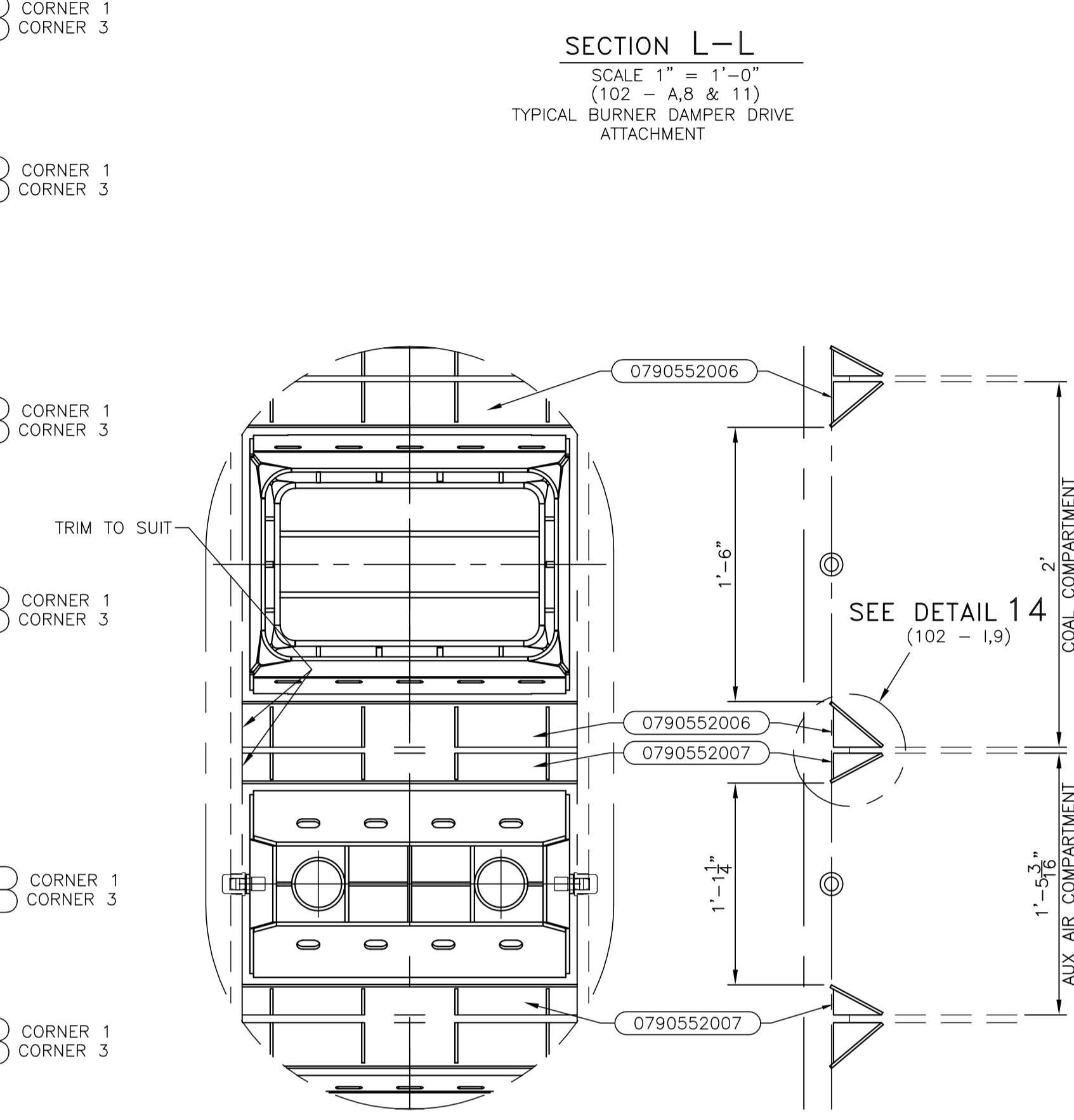
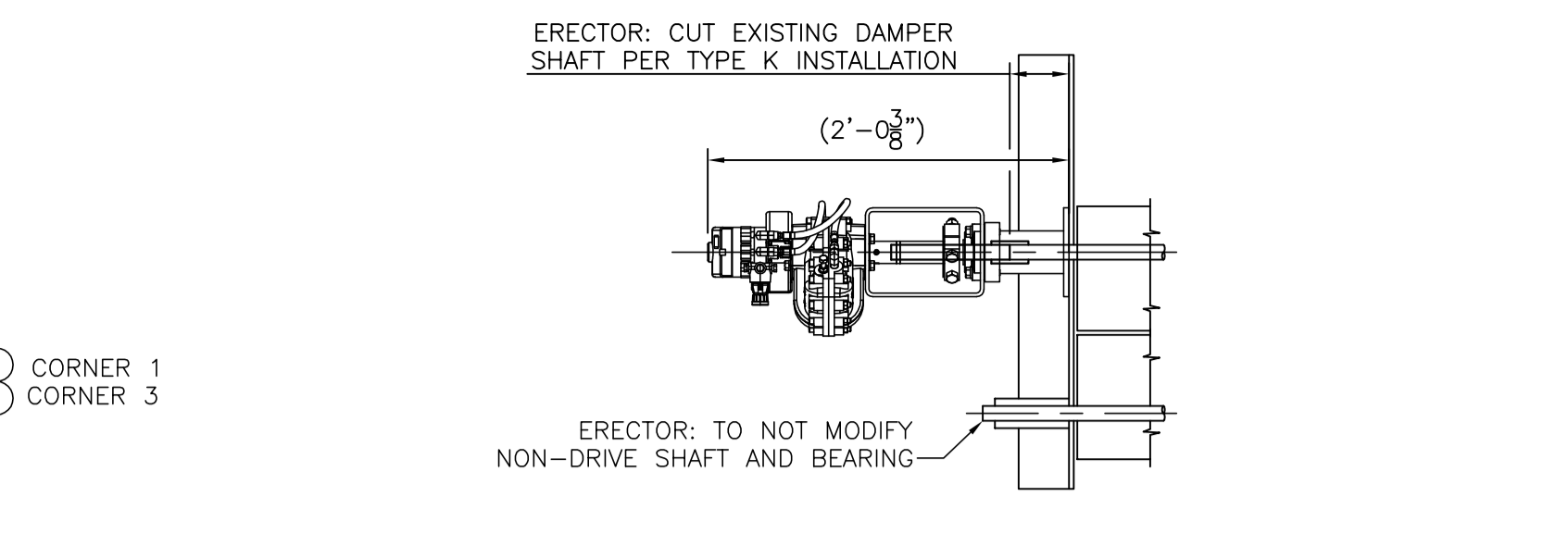
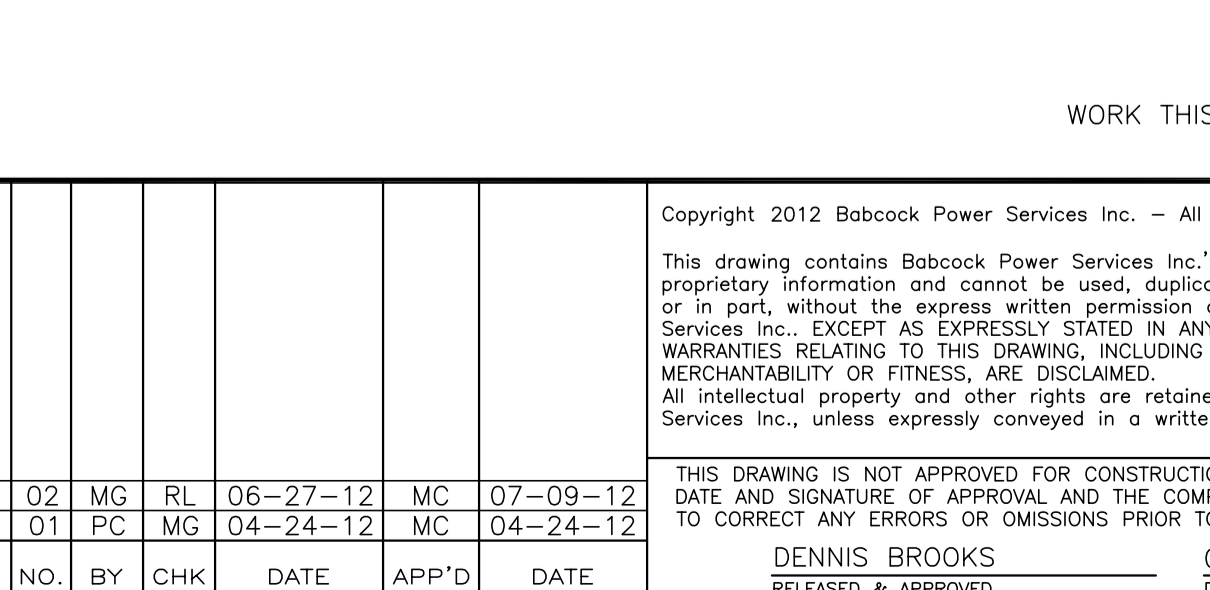
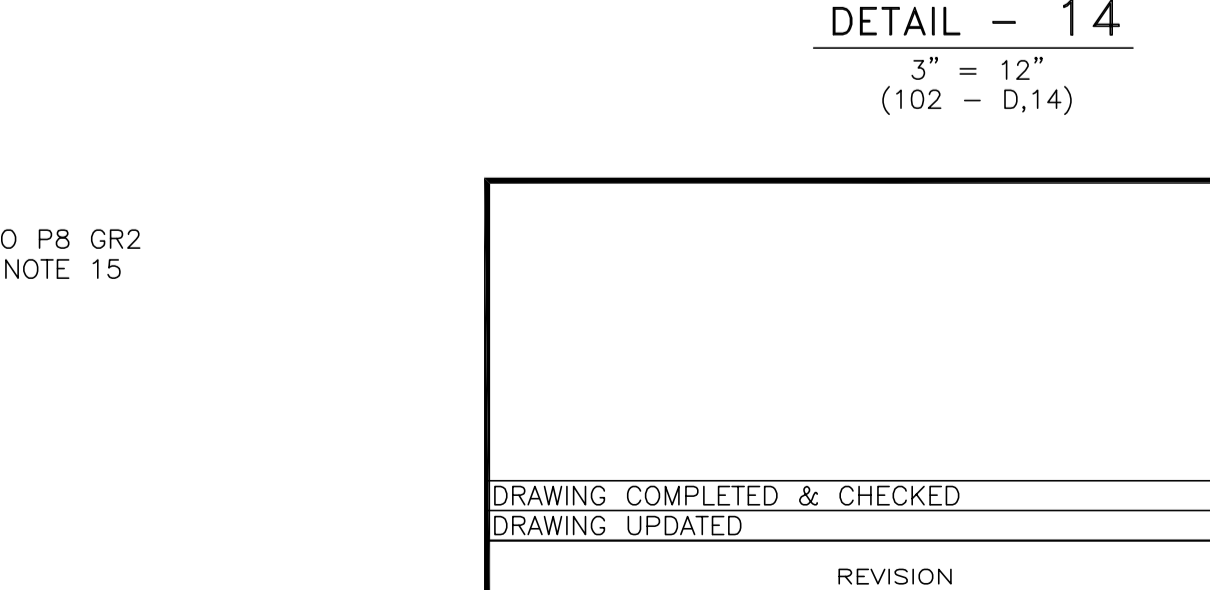
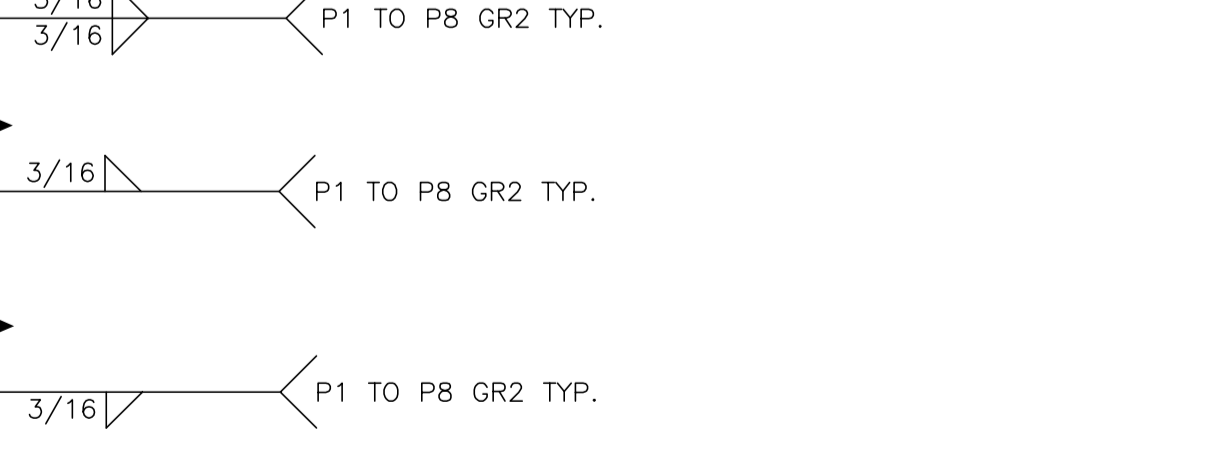
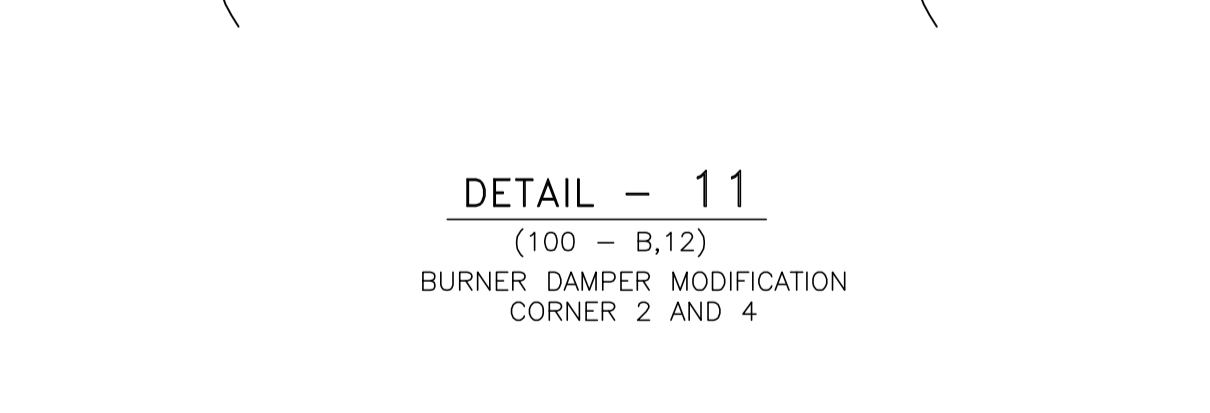
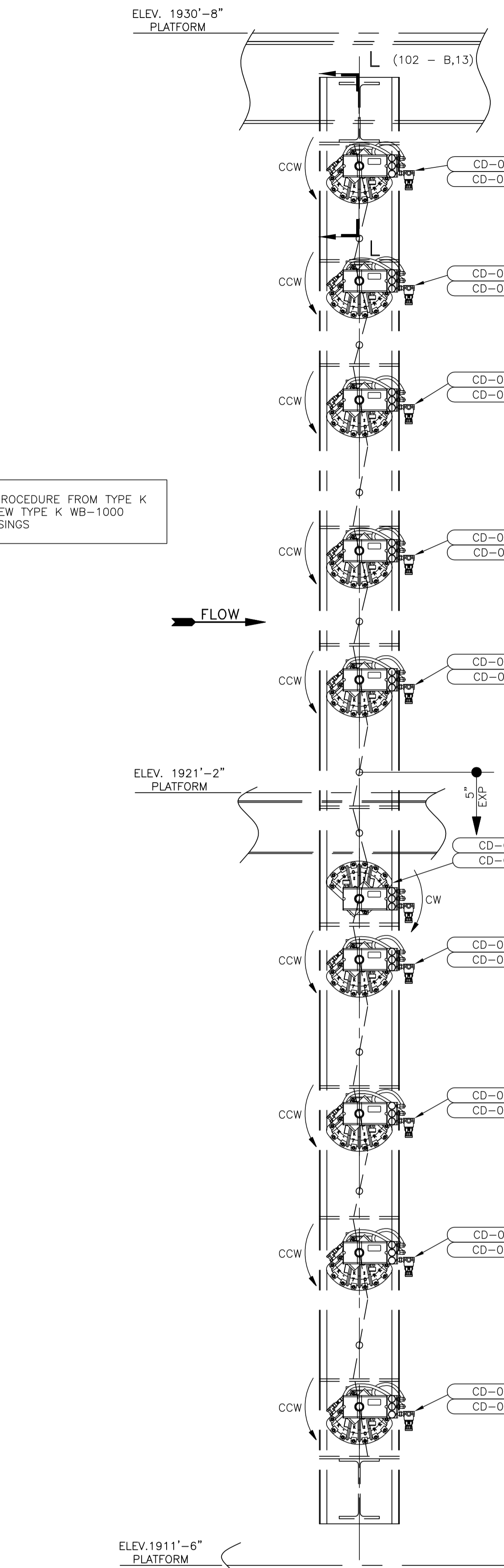
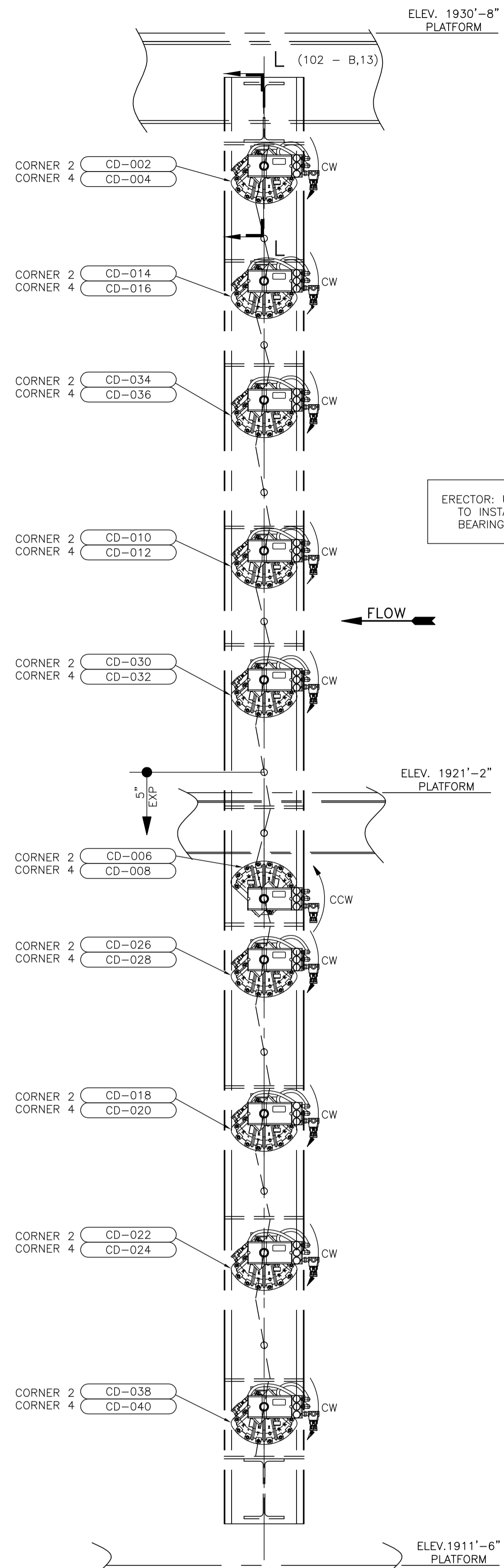
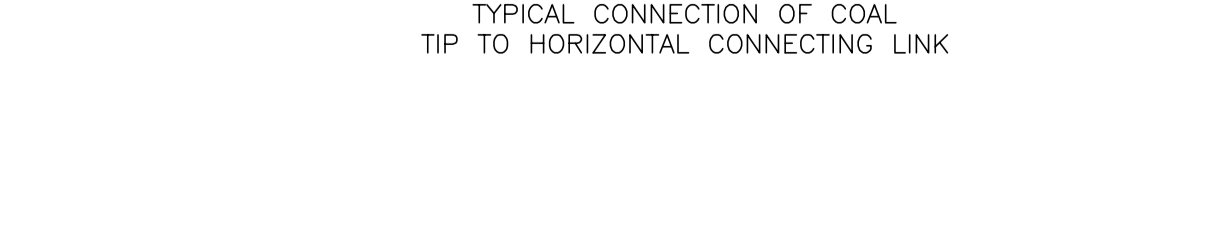
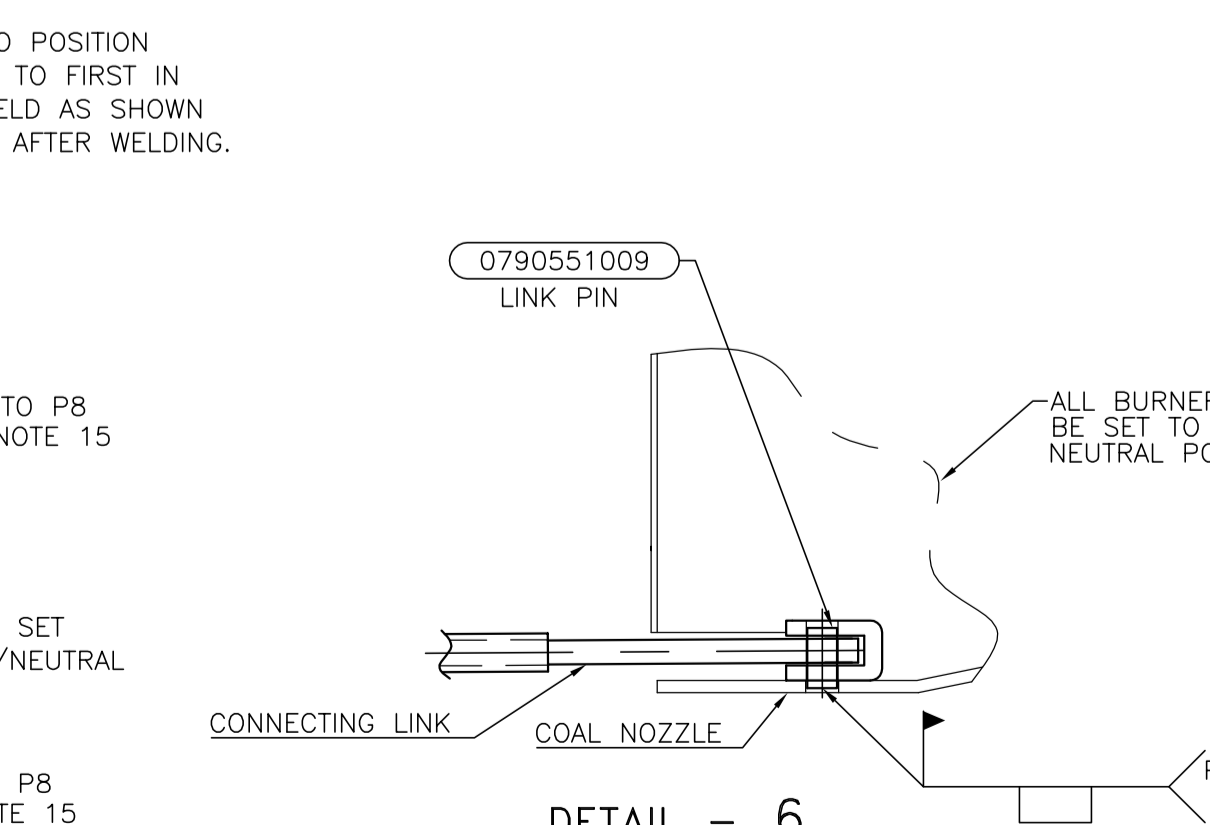
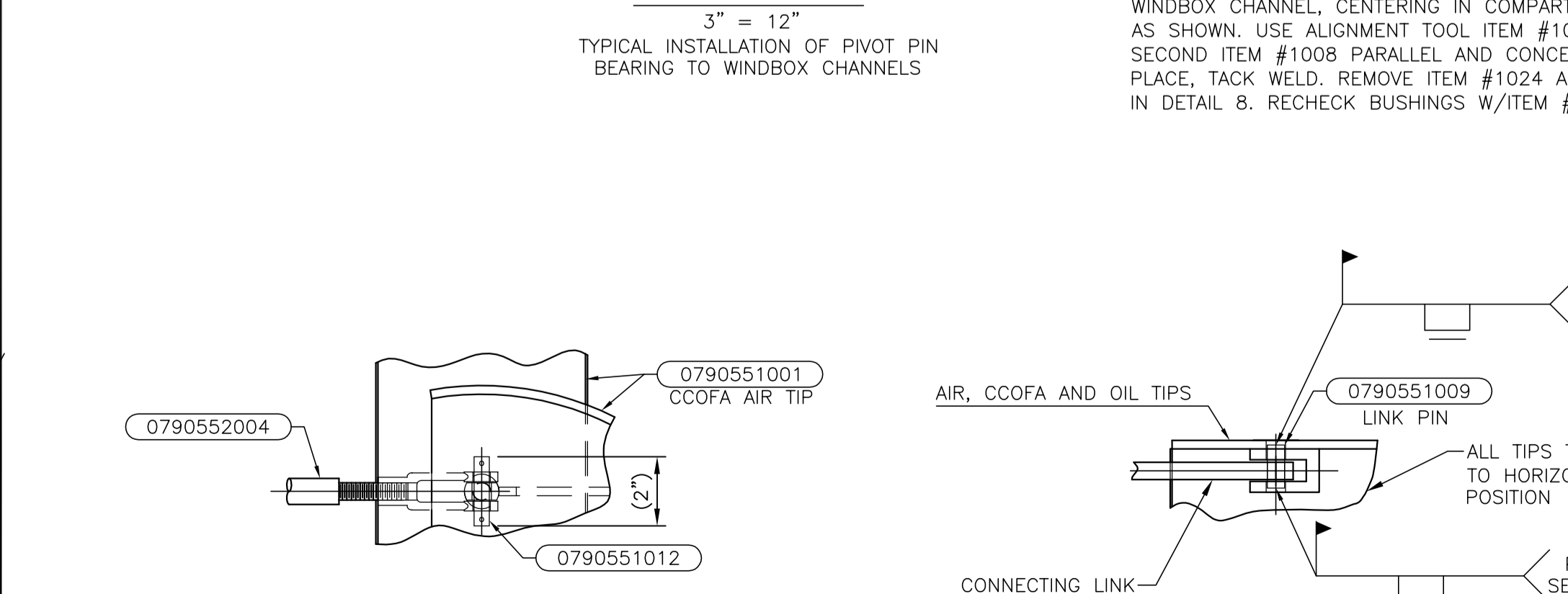
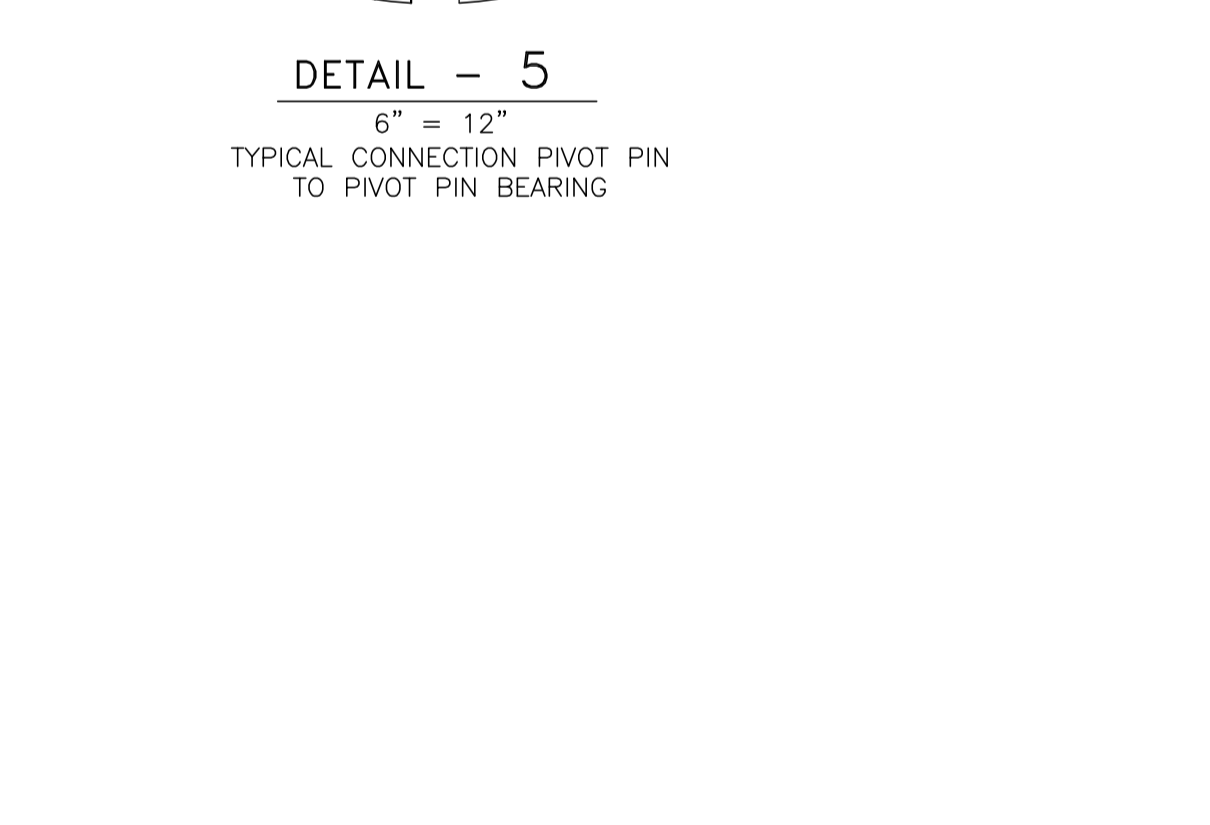
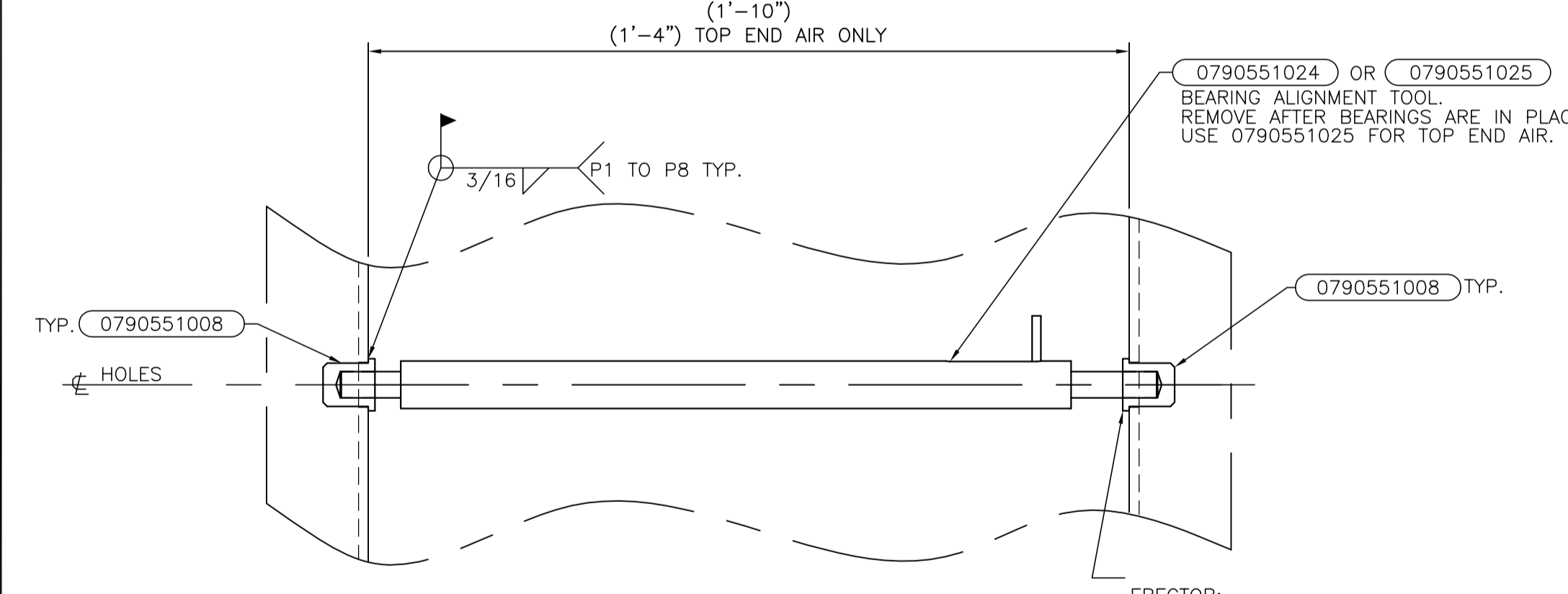
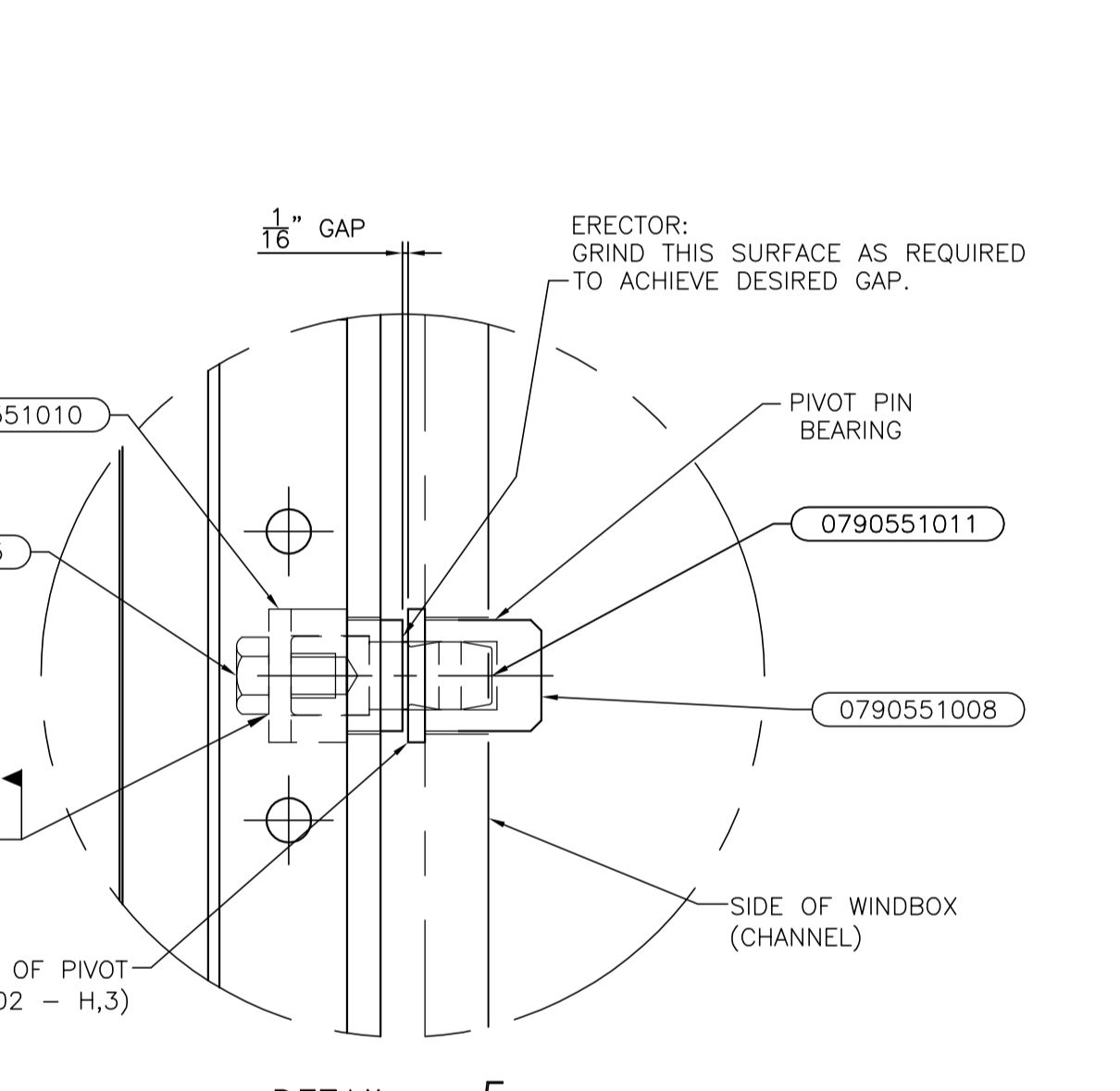
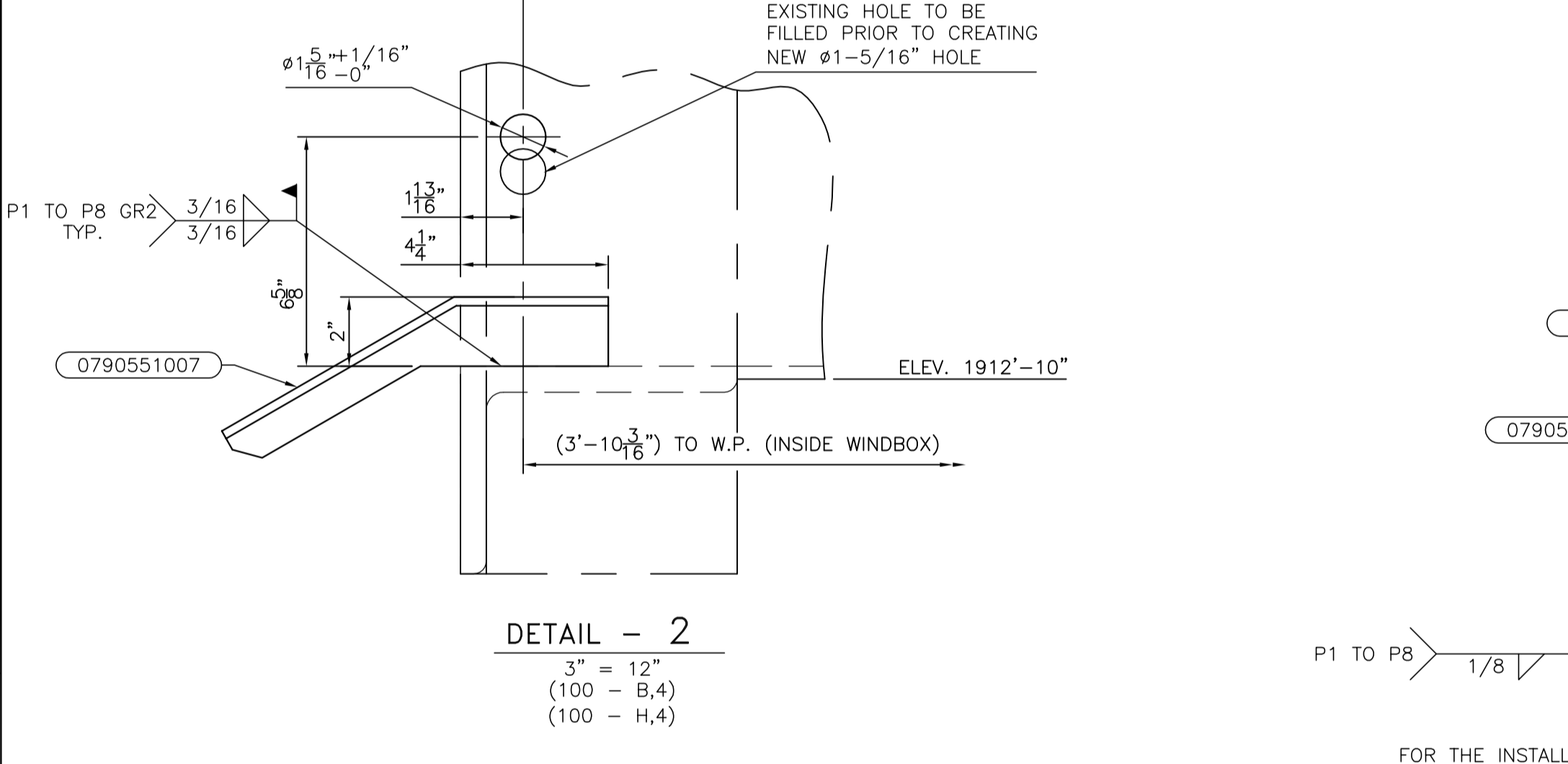
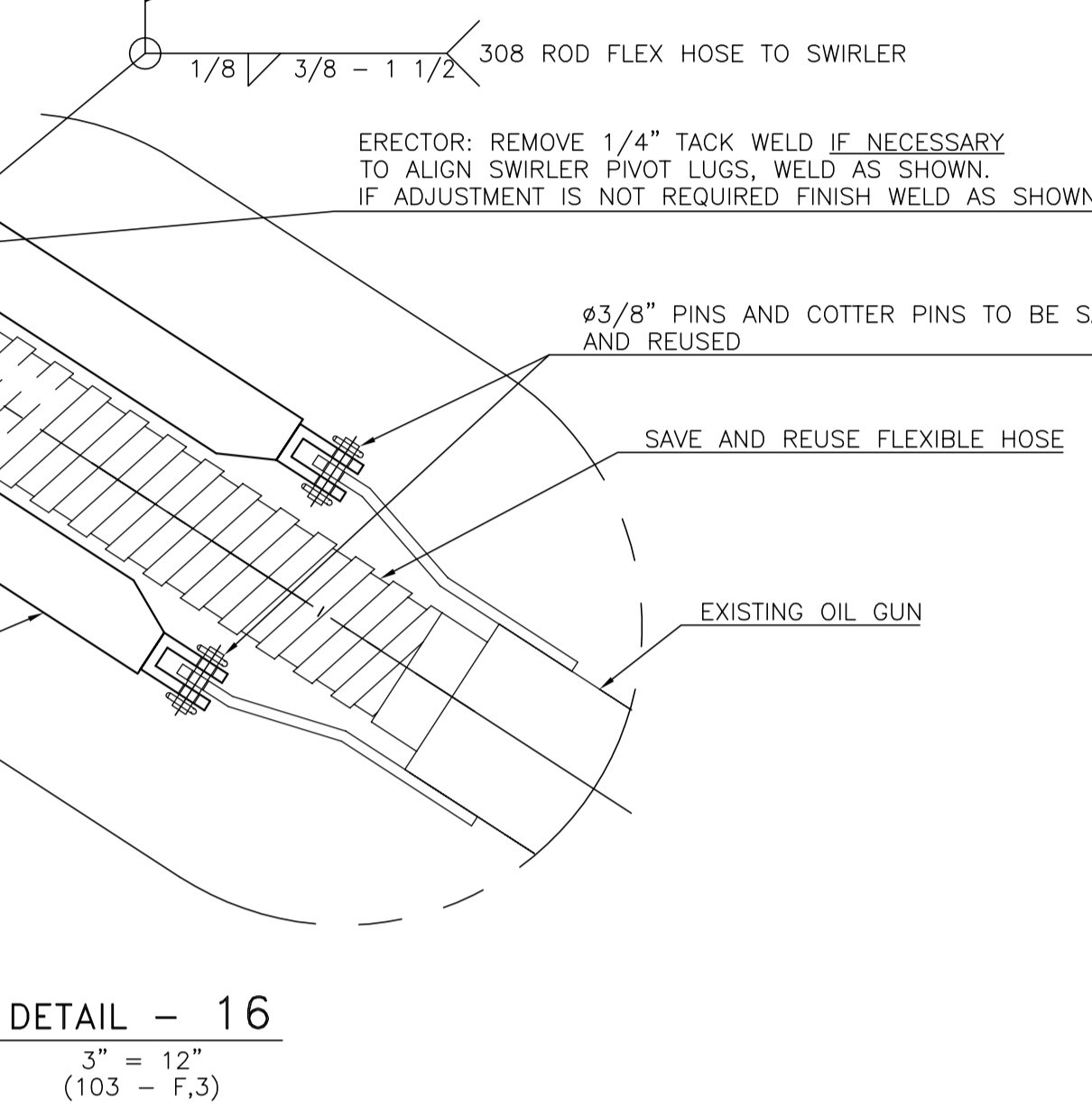
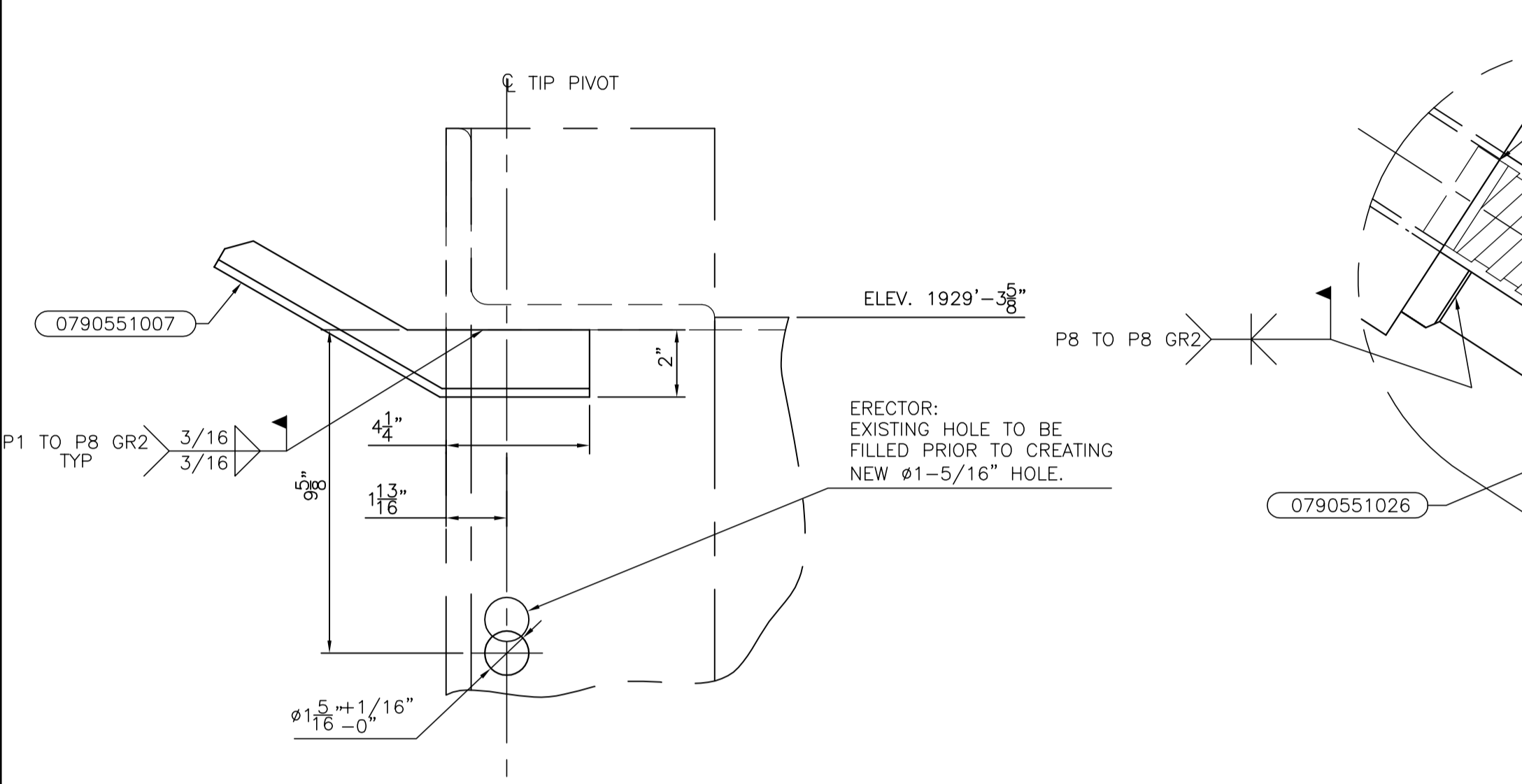
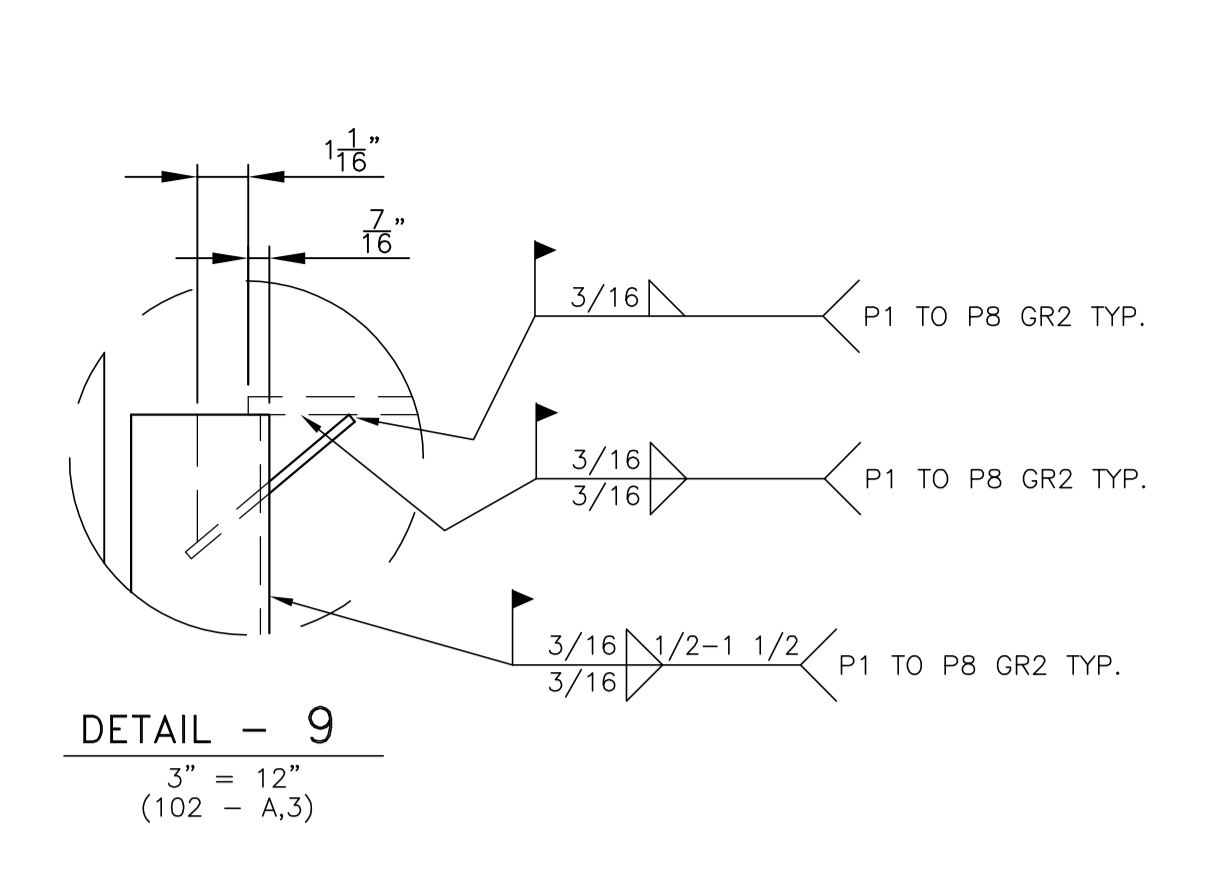
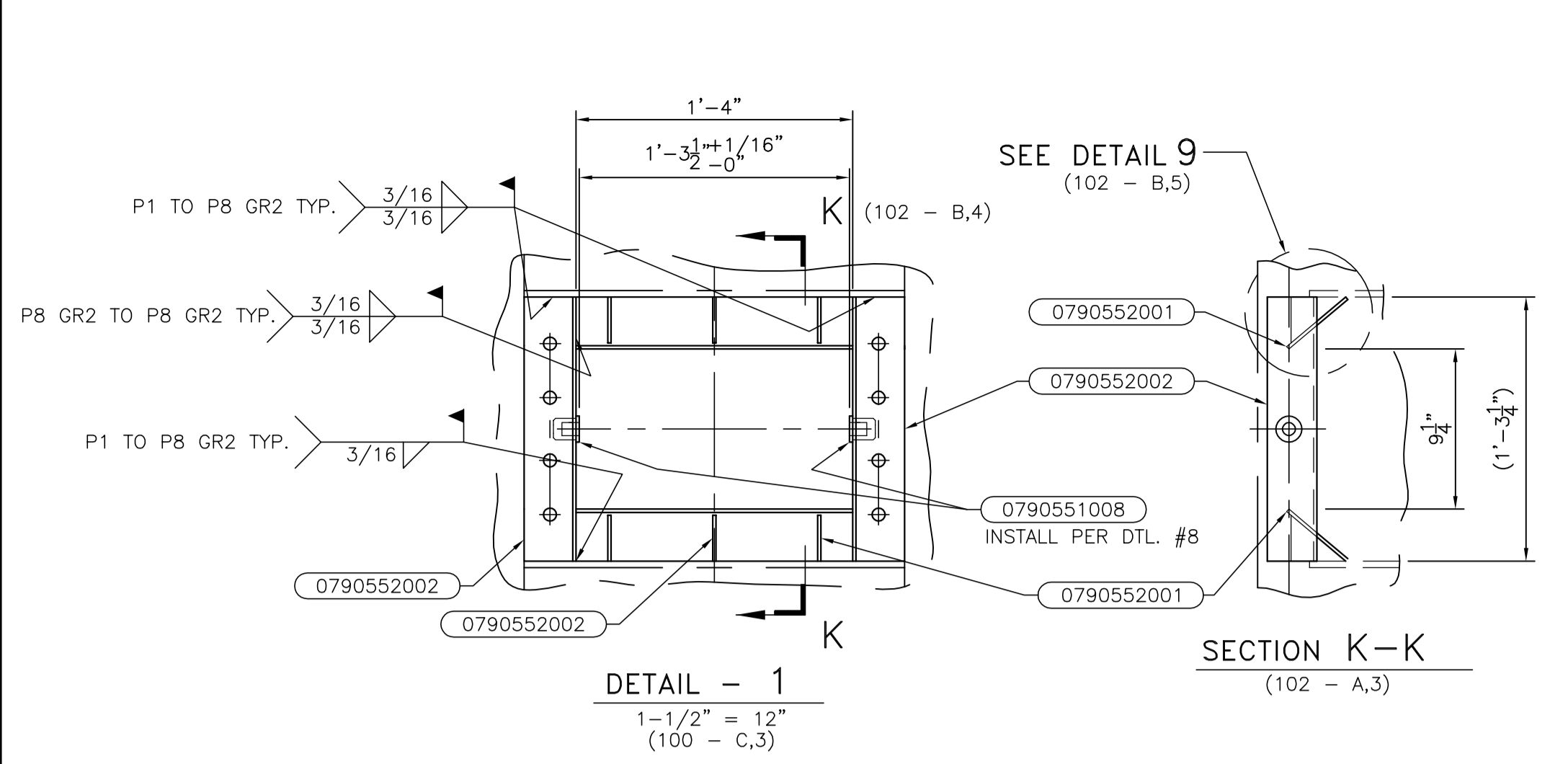


DRAWN: P. CAVALCANTI
DATE: 03-12-12
CHECKED: R. LEGAULT
DATE: 6-27-12
APP'D: M. COYLE
DATE: 6-28-12
SCALE: 1" = 1'-0"

BABCOCK POWER SERVICES INC.
BURNER ARRANGEMENT - CORNER DETAILS
BURNER COMPONENT REPLACEMENT

CITY OF GRAND ISLAND UTILITIES
PLATTE GENERATING STATION UNIT #1
GRAND ISLAND, NE

DWG. NO. 100595-079055101-02



- ERECTOR NOTES**
- ERECTOR TO ESTABLISH SEQUENCE OF OPERATIONS FOR REMOVAL AND MODIFICATION OF EXISTING MATERIAL AS WELL AS INSTALLATION OF NEW MATERIAL AND EQUIPMENT.
 - ALL TIPS ARE TO BE SET TO HORIZONTAL POSITION PRIOR TO DISASSEMBLY.
 - TIP MATERIAL SPEC. A240-TP309
 - REMOVE AND SAVE THE FOLLOWING EQUIPMENT AT EACH CORNER FOR REUSE:
 - EXISTING OIL GUN AND GUIDE TUBE ASSEMBLY EXCEPT AS NOTED.
 - EXISTING BEARINGS IN AIR COMPARTMENTS WHERE TIPS ARE BEING REPLACED, NOT TO BE SAVED
 - ALL FLAME SCANNERS, GUIDE PIPES, AND ASSOCIATED HARDWARE.
 - REMOVE ALL CASING AND INSULATION FROM AREA TO BE WORKED ON AND SAVE FOR REUSE.
 - REMOVE AND REUSE: ALL COOLING AIR HOSES AND CONNECTIONS AS REQUIRED, EXISTING IGNITORS, SPARKERS & IGNITER PLATES
 - INSTALL THE FOLLOWING MATERIAL AS SPECIFIED:
 - NEW COAL NOZZLE ASSEMBLY.
 - NEW COCOFA TILTING TIPS WITH YAW LINKAGE.
 - NEW TOP END AIR TILTING TIPS WITH HORIZONTAL REACH ARM.
 - NEW AUX AIR TILTING TIPS.
 - NEW BOTTOM AIR TILTING TIPS.
 - ALL RELATED TILTING LINKAGE PER DWG 100595-079055100 SERIES FOR BEARING INSTALLATION ALIGNMENT PROCEDURE SEE DETAIL #8
 - APPLY PERMA SLIK ITEM #100595-0790551038 TO ALL LINKAGE PINS AND BEARINGS AT ASSEMBLY EXCEPT AS FOLLOWS: WITH GRAPHITE BUSHINGS, PINS OR SHAFTS ASSOCIATED WITH THEM.
 - ERECTOR TO STROKE TILT DRIVES TO ENSURE PROPER MOVEMENT OF TIPS
 - ERECTOR TO CHECK EACH COMPARTMENT WIDTH, HEIGHT AND DIAGONAL MEASUREMENT FOR LOCATION, AND RESTORE TO ORIGINAL COMPARTMENT DIMENSIONS. OPPOSITE DIAGONAL TO BE WITHIN ±1/8".
 - ALL DIMENSIONS ARE IN FEET AND INCHES OR INCHES.
 - UNLESS OTHERWISE NOTED, ALL FRACTIONAL DIMENSIONS TO BE ±1/8"
 - DISCONNECT PNEUMATIC AIR TUBING FROM ALL WINDBOX DAMPER DRIVES. REMOVE AND DISCARD TUBING BETWEEN DRIVE AND ISOLATION VALVE IN COPPER AIR HEADER. EXISTING PNEUMATIC SIGNAL LINE TO BE DISCONNECTED FROM DRIVE & REMOVED UP TO TUBE CHASE.
 - ATTACHMENT OF HORIZONTAL REACH ARMS TO TIPS WILL NEED TO BE COMPLETED PRIOR TO INSTALLATION INTO WINDBOX.

SHOP REF DRAWINGS
100595-072675100
100595-07440101

WORK THIS DRAWING WITH DRAWINGS 100595-079055100, 101 AND 103

BABCOCK POWER SERVICES INC.
BURNER ARRANGEMENT - CORNER DETAILS
BURNER COMPONENT REPLACEMENT
CITY OF GRAND ISLAND UTILITIES
PLATTE GENERATING STATION UNIT #1
GRAND ISLAND, NE

REVISION	NO.	BY	CHK	DATE	APP'D	DATE
DRAWING COMPLETED & CHECKED	02	MG	RL	06-27-12	MC	07-09-12
DRAWING UPDATED	01	PC	MG	04-24-12	MC	04-24-12

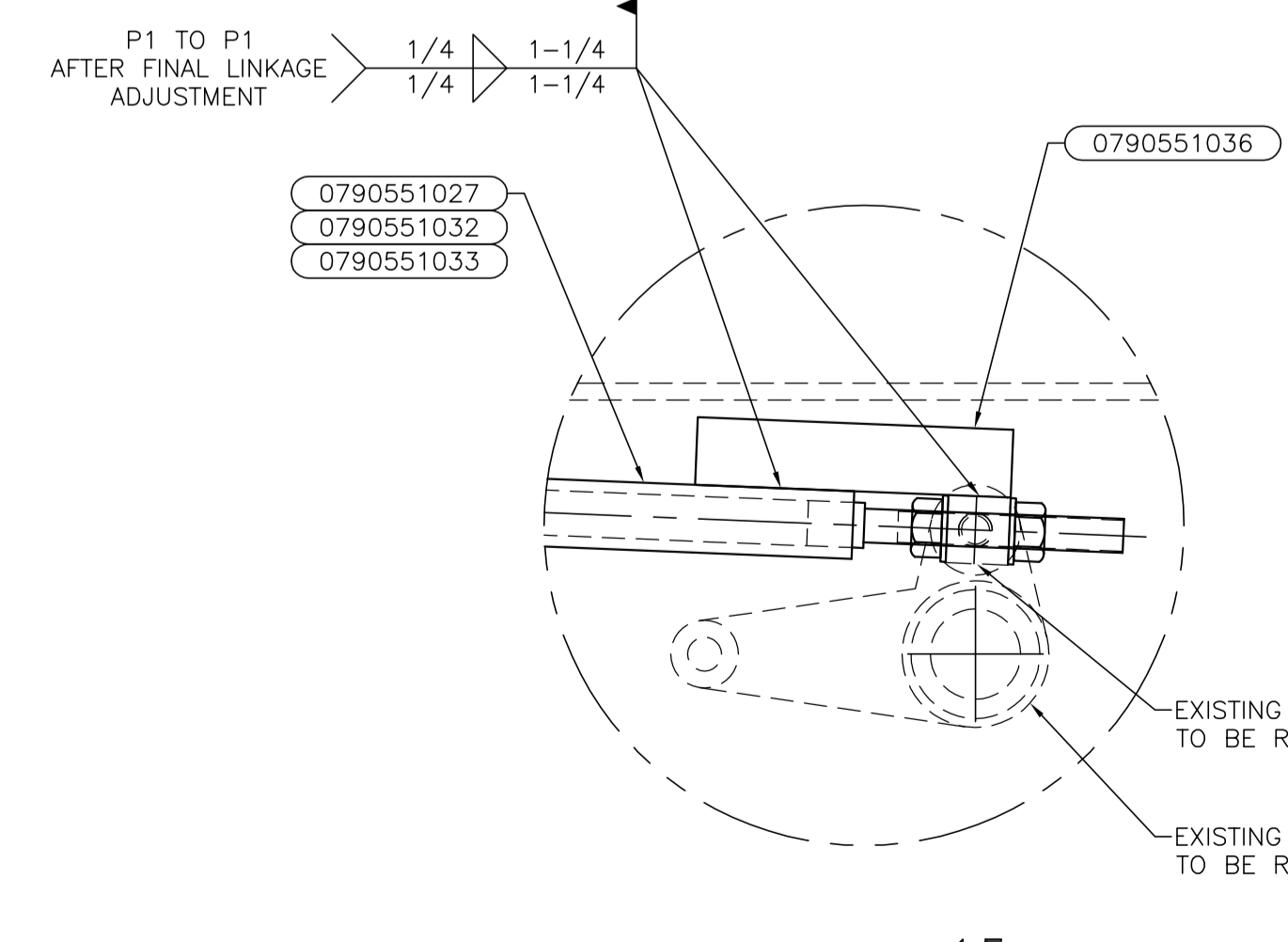
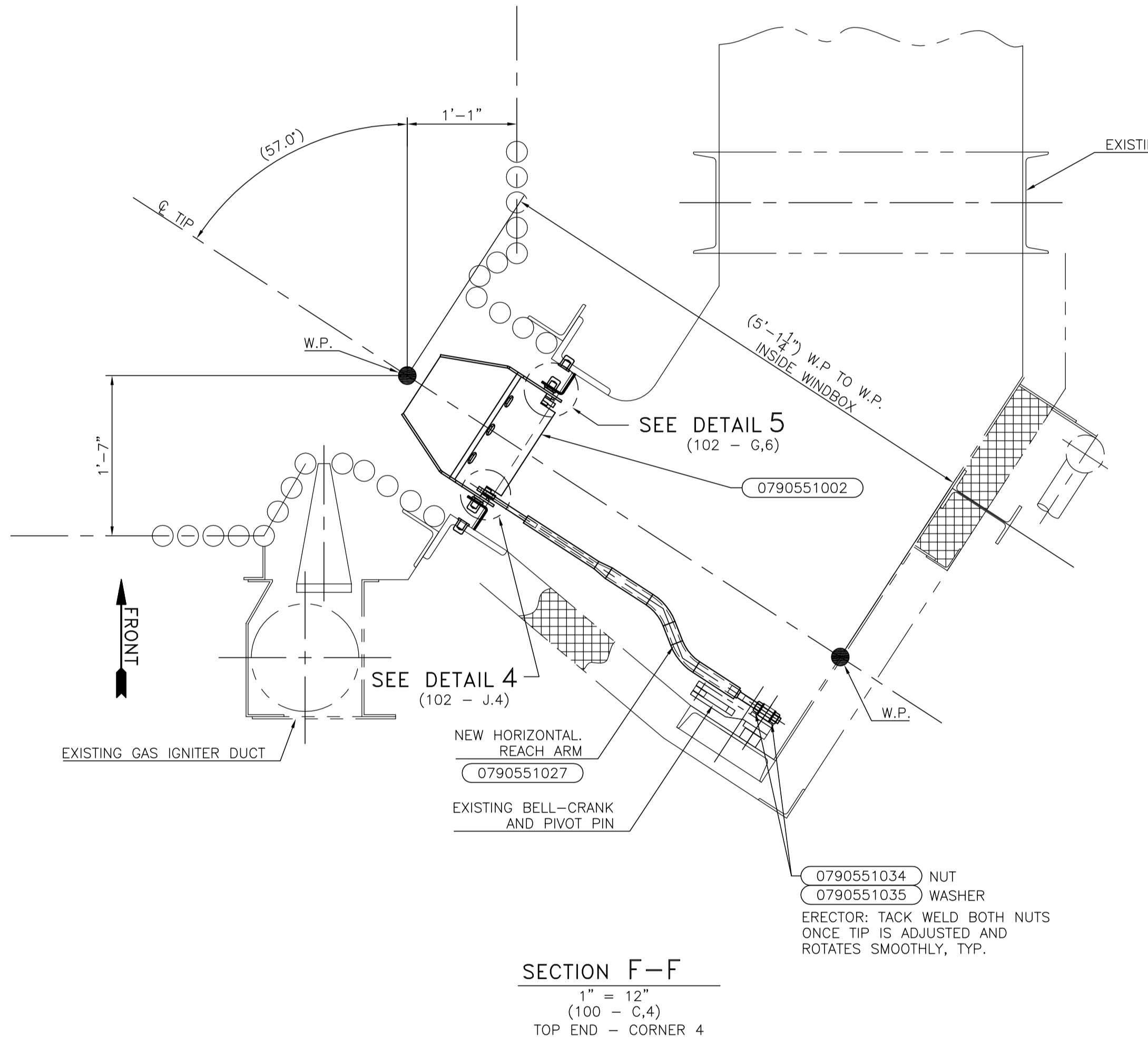
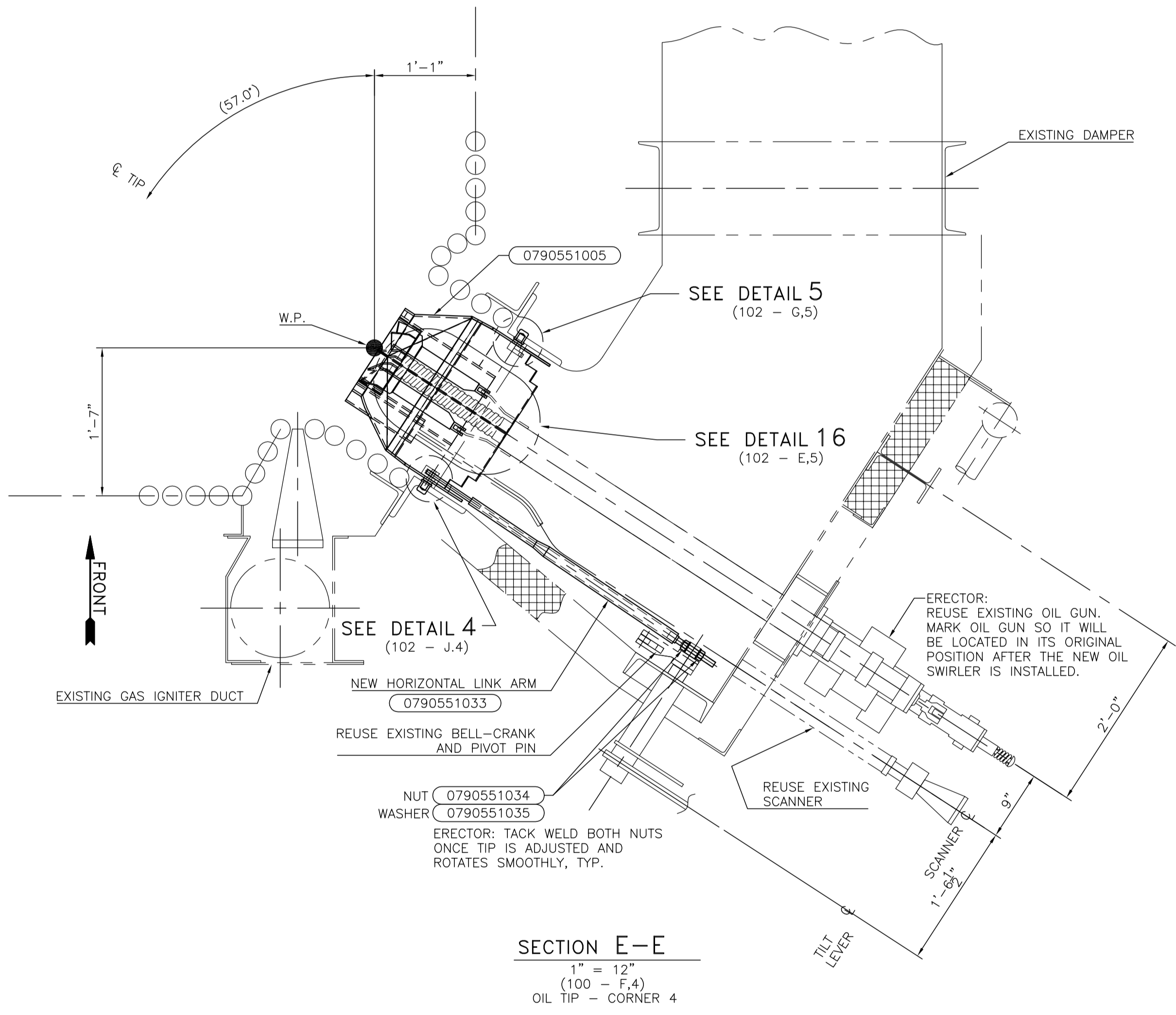
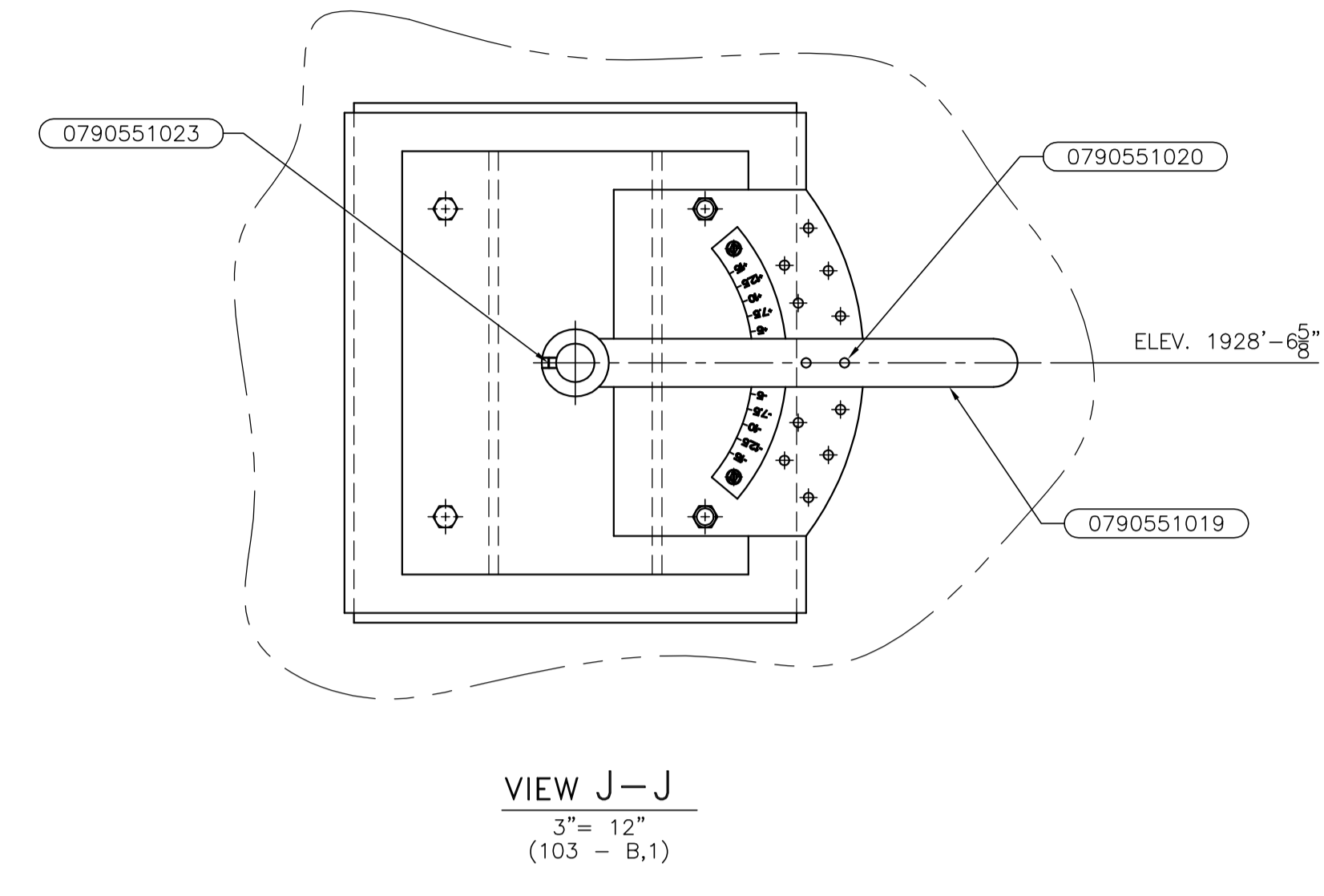
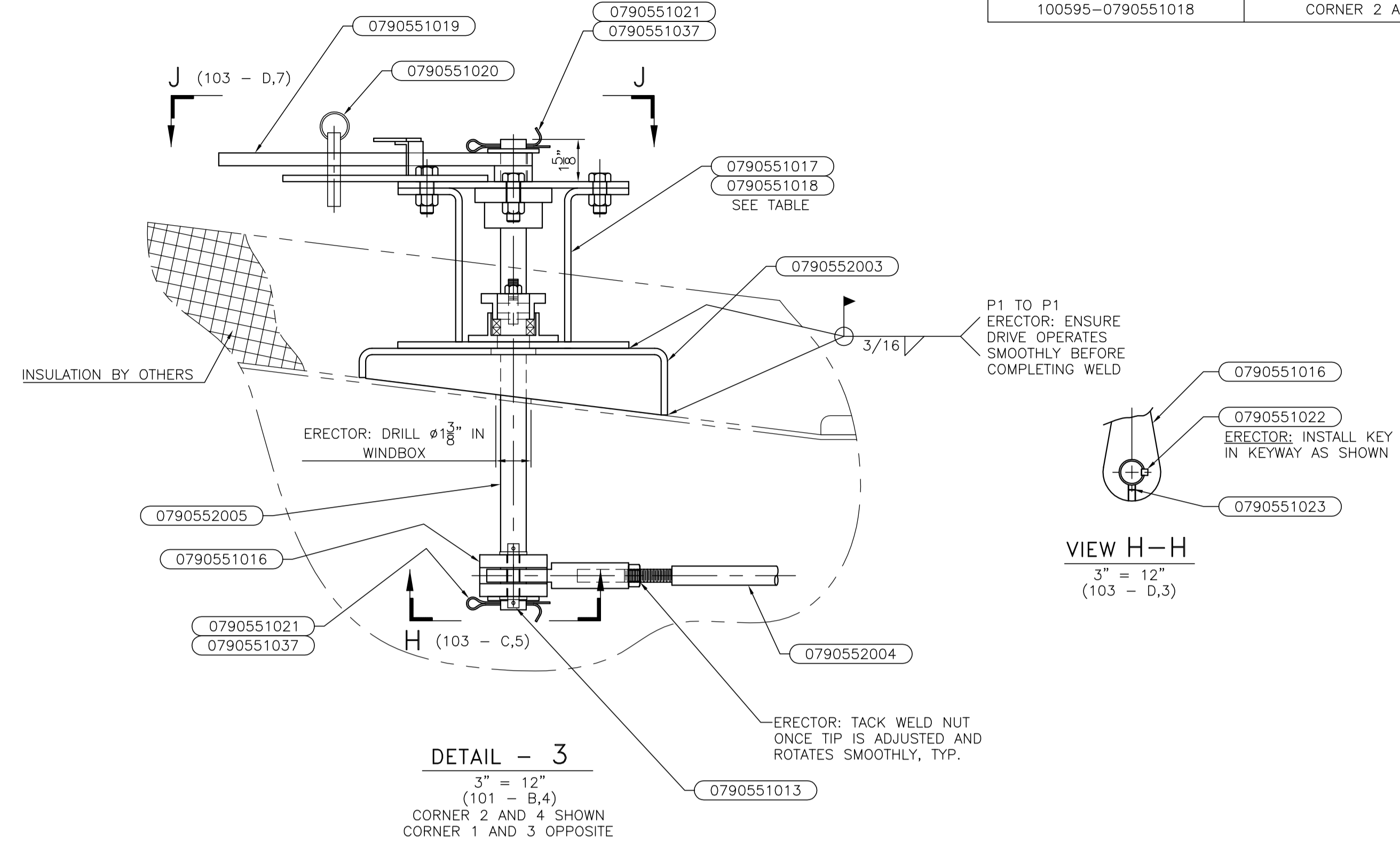
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DENNIS BROOKS
RELEASED & APPROVED 07/09/2012
DATE

THIRD ANGLE PROJECTION
DO NOT SCALE
USE DIMENSIONS ONLY

DRAWN: P. CAVALCANTI
DATE: 03-12-12
CHECKED: R. LEGAULT
DATE: 6-27-12
APP'D: M. COYLE
DATE: 6-28-12
SCALE: 1" = 1'-0"
DWG. NO.: 100595-079055102-02

SHIPPING PART NUMBER	CORNER NUMBER
100595-0790551017	CORNER 1 AND 3
100595-0790551018	CORNER 2 AND 4



BILL OF MATERIAL									
Shipping Part No.	No. Req Unit	Assembly Part No.	Item Description		Mat'l.	Approx Weight			
100595-0790551001	4	E2128-7-9055-00	CCOFA AIR TIP (YAW)		-	130			
100595-0790551002	4	E2124-7-9055-00	TOP END AIR ASSEMBLY		-	46			
100595-0790551003	16	E2131-7-9055-00	COAL NOZZLE ASSEMBLY		-	800			
100595-0790551004	8	E2125-7-9055-00	AUXILIARY AIR NOZZLE TIP		-	110			
100595-0790551005	4	E2126-7-9055-00	OIL TIP ASSEMBLY		-	138			
100595-0790551006	4	E2127-7-9055-00	LOWER END AIR TIP ASSEMBLY		-	67			
100595-0790551007	8	C3021-7-9055-02	MAIN WINDBOX CROTCH COOLING PLATE		-	32			
100595-0790551008	48	B4003-7-9055-00	BEARING, PIWOT PIN		-	-			
100595-0790551009	40	-	PIN, 1/2" DIA. X 1" LG. (McMaster-Corr #90145A712 OR EQUAL)		-	-			
100595-0790551010	48	B4007-7-9055-00	PIVOT PIN BEARING COVER PLATE		-	18-8			
100595-0790551011	48	B4002-7-9055-00	NOZZLE TIP PIVOT PIN		-	-			
100595-0790551012	4	B3038-7-9055-01	YAW LINKAGE PIN ASSEMBLY		-	-			
100595-0790551013	4	B3038-7-9055-02	YAW LINKAGE PIN ASSEMBLY		-	-			
100595-0790551014	-	-	-		-	A36			
100595-0790551015	48	-	BOLT, HEX, 1/2"-13UNC X 3/4" LG.		-	J429 GR5			
100595-0790551016	4	B4020-7-9055-00	BELL-CRANK WITH KEYWAY		-	-			
100595-0790551017	2	C3012-7-9055-01	YAW LEVER ASSEMBLY		-	-			
100595-0790551018	2	C3012-7-9055-02	YAW LEVER ASSEMBLY		-	-			
100595-0790551019	4	B3032-7-9055-00	YAW LEVER ARM		-	-			
100595-0790551020	4	-	1/4" X 2" "KWIK-LOC" PIN (MSC CAT. #05668629)		-	-			
100595-0790551021	8	-	COTTER PIN, 1/8" X 3" LG.		-	C1018			
100595-0790551022	8	-	KEY, 1/4" X 1/4" X 1-1/2" LG		-	KEYSTOCK			
100595-0790551023	8	-	SCREW, 1/4"-20UNC X 3/8" LG. SOC.HD.CUP PT (McMaster-Corr #91375A535)		-	-			
100595-0790551024	2	B3009-7-9055-03	ALIGNMENT TOOL, 22" WINDBOX		-	-			
100595-0790551025	1	B3009-7-9055-01	ALIGNMENT TOOL, 16" WINDBOX		-	-			
100595-0790551026	4	D2117-7-9055-00	OIL TIP SWIRLER		-	16			
100595-0790551027	4	D3010-7-9055-00	OFFSET HORIZONTAL REACH ARM		-	-			
100595-0790551028	20	-	L1-1/2" X 1-1/2" X 3/16" X 2' 11-7/8" LG.		-	A36			
100595-0790551029	8	-	L1" X 1" X 3/16" X 2' 11-7/8" LG.		-	A36			
100595-0790551030	20	-	L3-1/2" X 3-1/2" X 3/16" X 2' 11-7/8" LG.		-	A36			
100595-0790551031	24	-	L2-1/2" X 2-1/2" X 3/16" X 2' 11-7/8" LG.		-	A36			
100595-0790551032	16	D3012-7-9055-00	HORIZONTAL REACH ARM - COAL COMPARTMENT		-	-			
100595-0790551033	20	D3011-7-9055-01	HORIZONTAL REACH ARM		-	-			
100595-0790551034	80	-	NUT, HEX HD, 3/4"-10UNC-2B		-	J995 GR5			
100595-0790551035	80	-	WASHER, 3/4" SAE FLAT		-	A1011			
100595-0790551036	40	-	PLATE, 1/2" X 1-1/2" X 7" LG		-	-			
100595-0790551037	8	-	WASHER, 1" SAE FLAT		-	A1011			
100595-0790551038	1	-	PERMA SLIK RWAC, 1 GALLON, SEE NOTE #8		-	-			
100595-0790552001	8	-	TOP/BOTTOM RESTRICTION PLATE, SEE DETAIL		-	-			
100595-0790552002	8	-	SIDE RESTRICTION PLATE, SEE DETAIL		-	-			
100595-0790552003	4	-	YAW SEAL BOX, SEE DETAIL		-	-			
100595-0790552004	4	-	YAW LINKAGE, SEE DETAIL		-	-			
100595-0790552005	4	-	YAW LINKAGE SHAFT, SEE DETAIL		-	-			
100595-0790552006	32	-	TOP/BOTTOM RESTRICTION PLATE, SEE DETAIL		-	-			
100595-0790552007	16	-	TOP/BOTTOM RESTRICTION PLATE, SEE DETAIL		-	-			
CD-001	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-002	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-003	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-004	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-005	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-006	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-007	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-008	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-009	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-010	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-011	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-012	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-013	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-014	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-015	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-016	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-017	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-018	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-019	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-020	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-021	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-022	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-023	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-024	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-025	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-026	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-027	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-028	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-029	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-030	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-031	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-032	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-033	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-034	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-035	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-036	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-037	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-038	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			
CD-039	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CCW		-	-			
CD-040	1	TK-23XX010A908B	TYPE "K" DAMPER DRIVE - CW		-	-			

WEIGHT SHOWN IS CALCULATED MATERIAL WEIGHT ONLY. TEMPORARY BRACING AND WELD WEIGHT NOT INCLUDED.

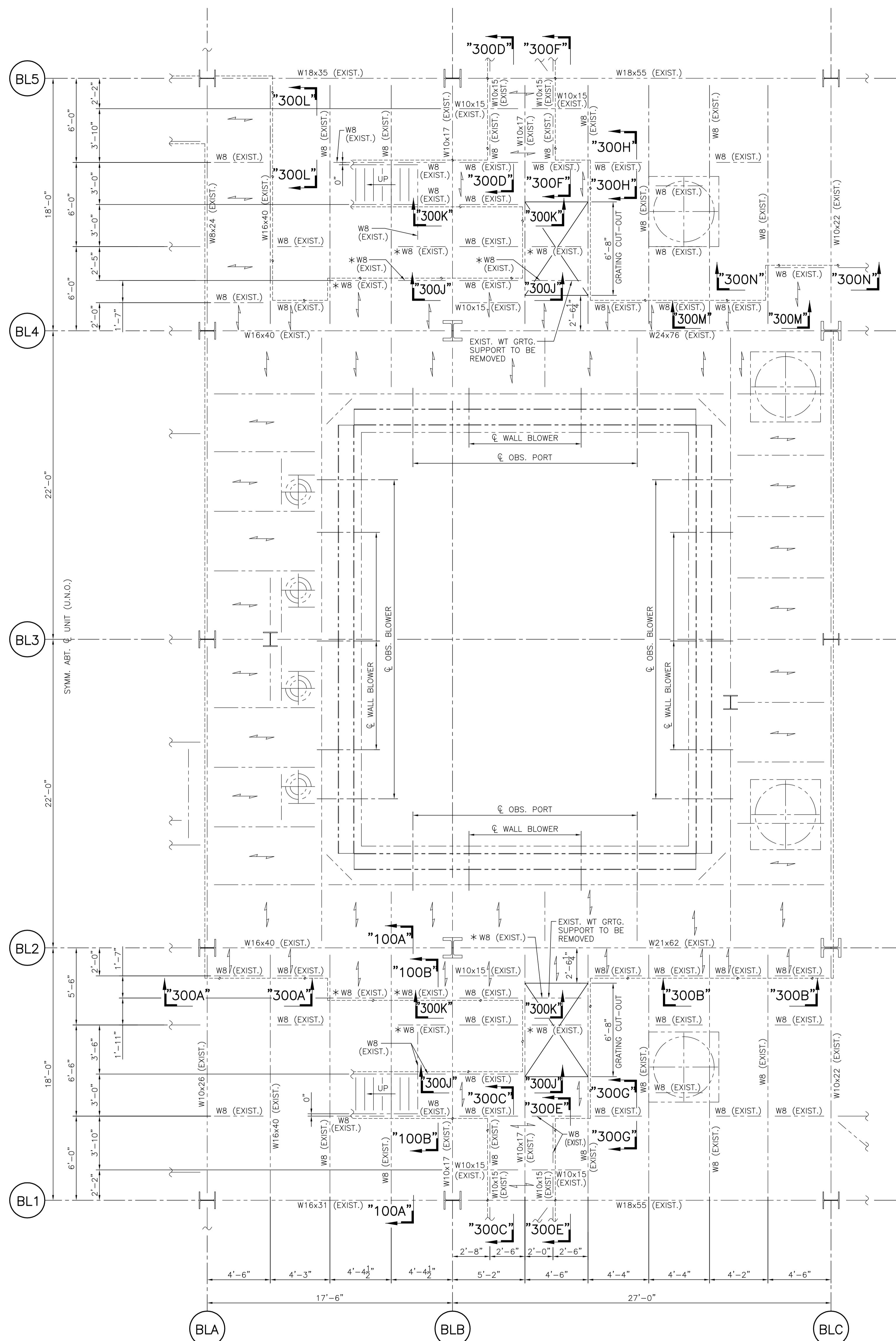
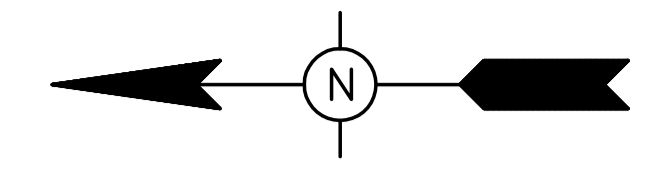
SHIPPING PART NUMBERS SHOWN IN SECTIONS AND DETAILS ARE THE LAST TEN NUMBERS AS SHOWN FOR SHIPPING PART NUMBERS IN BILL OF MATERIAL.

REVISION	NO.	BY	CHK	DATE	APP'D	DATE
DRAWING COMPLETED AND CHECKED. ADDED IN BOM ITEMS 1027 THRU 1038, 2006 AND 2007, CD-001 THRU CD-040, ADDED CW & CCW WITH VENDORS PART NUMBER, ITEM 1015 WAS 44020-7-9055-00, REMOVED ITEM 1014, ITEM 1012 & 1013 ADDED DWG NUMBERS, ITEM 1003 WAS E2120-7-9055-0. QTY FOR ITEMS 1008, 1010, 1011 AND 1015 WAS 80.	01	PC	MG	04-24-12	MC	04-24-12
DRAWING UPDATED	02	MG	RL	06-27-12	MC	07-09-12

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 DENNIS BROOKS
 RELEASED & APPROVED
 07/09/2012

WORK THIS DRAWING WITH DRAWINGS 100595-079055100, 101 AND 102
 THIRD ANGLE PROJECTION
 DO NOT SCALE
 USE DIMENSIONS ONLY

BABCOCK POWER SERVICES INC.
 BURNER ARRANGEMENT - CORNER DETAILS
 BURNER COMPONENT REPLACEMENT
 CITY OF GRAND ISLAND UTILITIES
 PLATTE GENERATING STATION UNIT #1
 GRAND ISLAND, NE
 100595-079055103-02

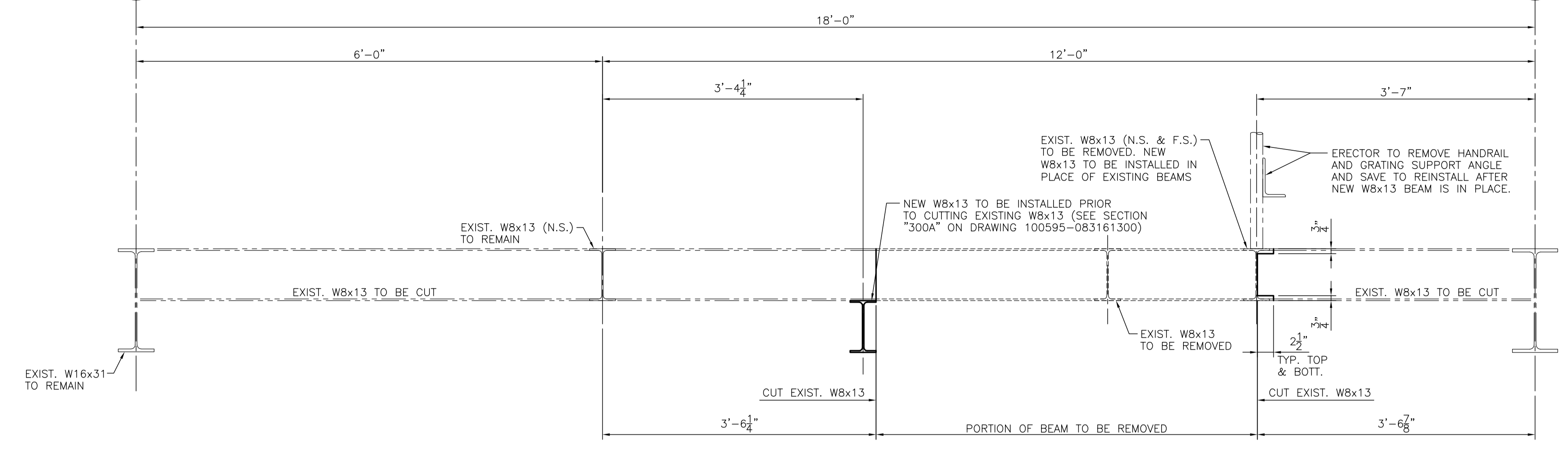


PARTIAL PLAN AT EL. 1940'-0"
 T.O.S. -3 1/4" (EL. 1939'-8 3/4") (U.N.O.)
 T.O.G. EL. 1940'-7 1/8" (TYP.)
 GRATING TO BE 2"

LEGEND:
 WB = W8x13
 * = EXISTING BEAM TO BE REMOVED

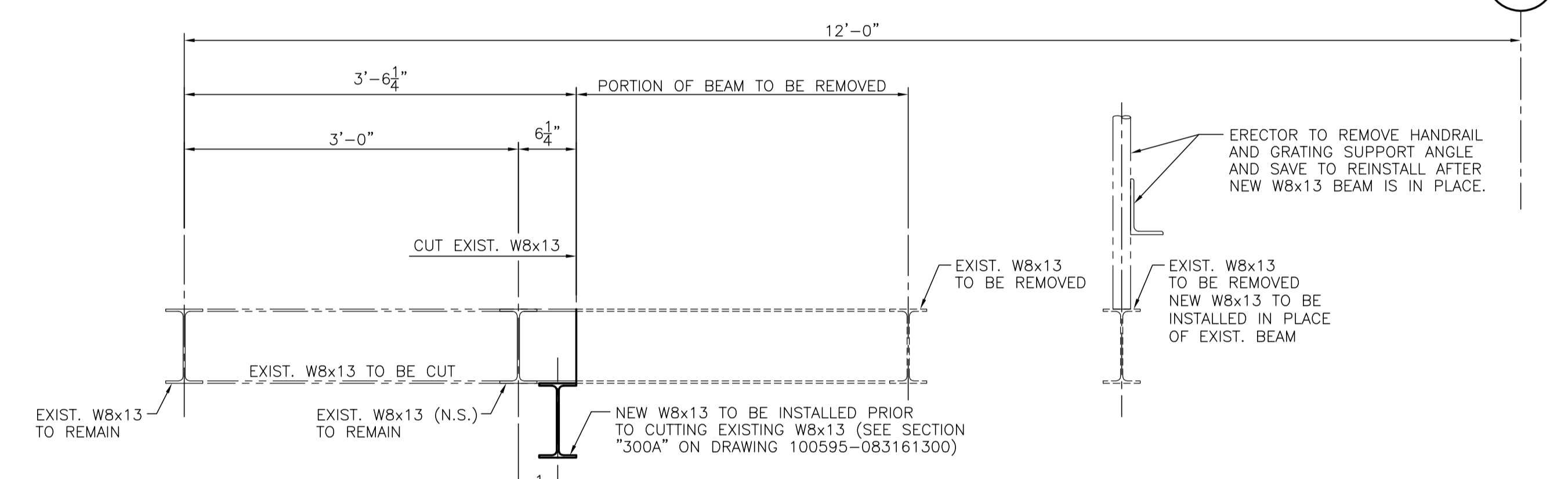
BL1 AS SHOWN
 BL5 OPP. HAND

BL2 AS SHOWN
 BL4 OPP. HAND



SECTION "100A-100A"
 SCALE: 1" = 1'-0"

BL2 AS SHOWN
 BL4 OPP. HAND



SECTION "100B-100B"
 SCALE: 1" = 1'-0"

WORK THIS DRAWING WITH DRAWING 100595-083143300
 FOR NEW STEEL AND HANDRAIL AT THIS ELEVATION, SEE DRAWINGS 100595-083161100 AND 083161300.

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 ROBERT RANGATORE 05/09/2012
 RELEASED & APPROVED DATE

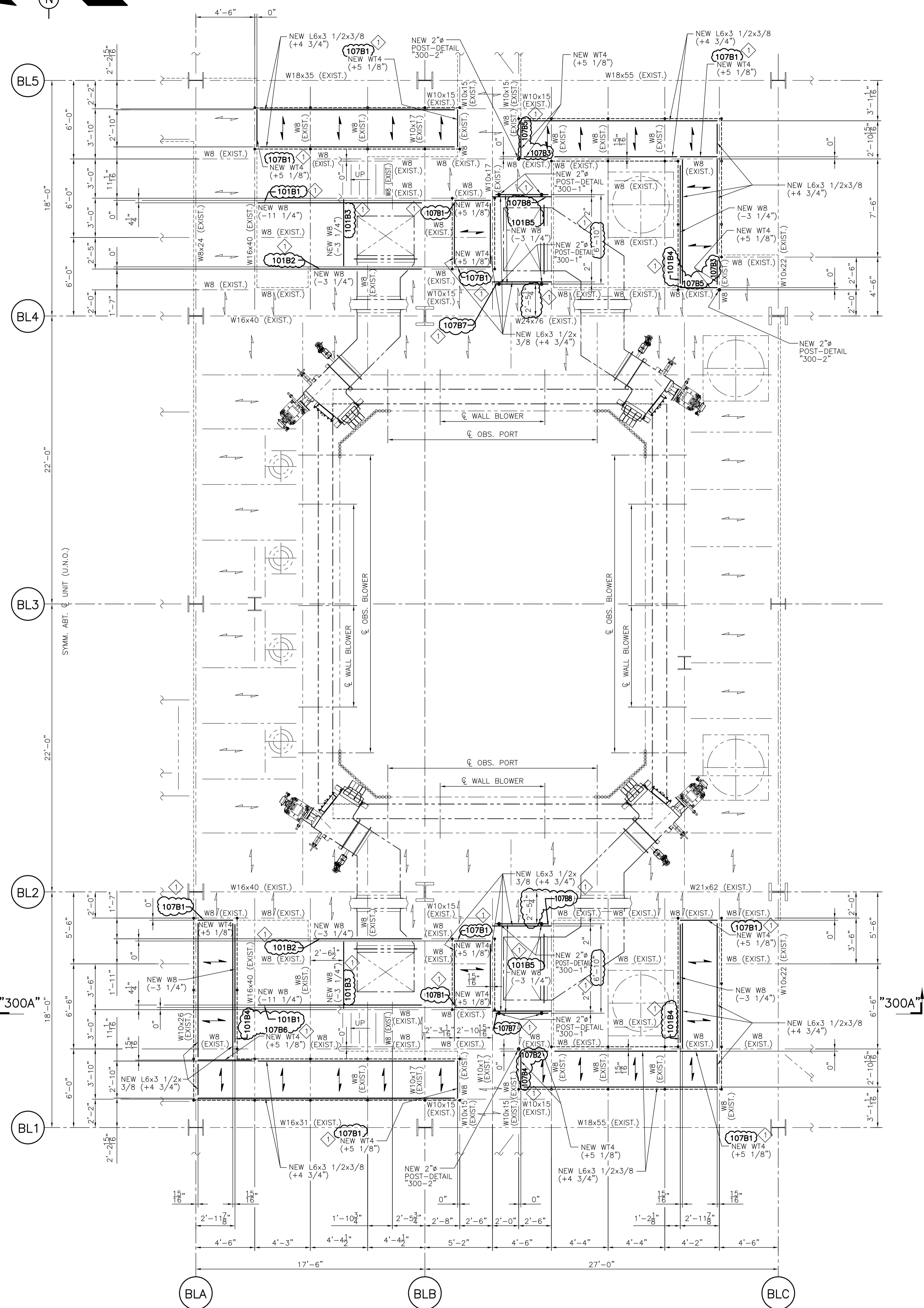
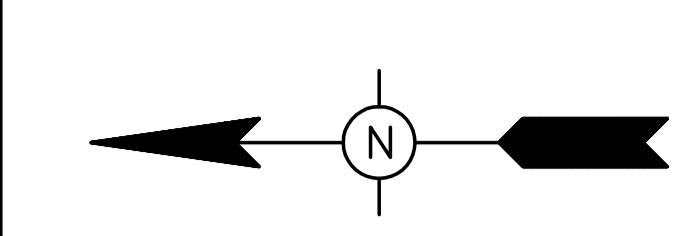
THIRD ANGLE PROJECTION

 DO NOT SCALE
 USE DIMENSIONS ONLY

DRAWN: K. MCELROY
 DATE: 05-08-12
 CHECKED: R. MILLER
 DATE: 05-08-12
 APP'D: S. KIBLER
 DATE: 05-09-12
 SCALE: IN. = 1 FT.

BABCOCK POWER SERVICES INC.
 DEMOLITION PLAN AT EL. 1940'-0"
 STRUCTURAL STEEL ARRANGEMENT
 CITY OF GRAND ISLAND UTILITIES
 PLATTE GENERATING STATION UNIT #1
 GRAND ISLAND, NE
 DWG. NO. 100595-083143100-00

REVISION	NO.	BY	CHK	DATE	APP'D	DATE



PARTIAL PLAN AT EL. 1940'-0"
 T.O.S. -3 1/4" (EL. 1939'-8 3/4") (U.N.O.)
 T.O.G. EL. 1940'-7 1/8" (TYP.)
 GRATING TO BE 2"

LEGEND:
 WB = WBx13
 WT4 = WT4x12 (STEM OF WT TO BE TOED DOWN)
 * INDICATES NEW H.R. POST (U.N.O.)

- GENERAL NOTES:**
- STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION SHALL BE IN CONFORMANCE WITH THE FOLLOWING CODES AND SPECIFICATIONS, LATEST EDITION, UNLESS NOTED OTHERWISE.
 AISC (AMERICAN INSTITUTE OF STEEL CONSTRUCTION) MANUAL OF STEEL CONSTRUCTION, ALLOWABLE STRESS DESIGN, NINTH EDITION.
 AISC SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS.
 AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES.
 AISC SPECIFICATION FOR STRUCTURAL STEEL JOINTS USING ASTM A325 BOLTS.
 - ALL STRUCTURAL STEEL MATERIAL TO BE AS NOTED:
 W- AND WT-SHAPES - ASTM A992
 S- AND ST-SHAPES, CHANNELS AND ANGLES - ASTM A36
 ROUND HSS - ASTM A500, GRADE B
 SQUARE AND RECTANGULAR HSS - ASTM A500, GRADE B
 PIPE SHAPES - ASTM A53 GRADE B
 ALL OTHER SHAPES AND PLATES - ASTM A36, Fy=50 KSI
 BOLTED CONNECTIONS SHALL USE 7/8" DIA. ASTM A325 BOLTS, A563 NUTS, AND F436 WASHERS, UNLESS NOTED OTHERWISE.
 - ALL WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE-AWS D1.1 LATEST EDITION.
 - WELDING ELECTRODES SHALL HAVE A MINIMUM TENSILE STRENGTH OF 70 KSI, A MINIMUM YIELD STRENGTH OF 60 KSI AND SHALL BE OF THE LOW-HYDROGEN TYPE.
 - WELDING PROCEDURES AND WELDER QUALIFICATIONS SHALL BE MAINTAINED IN THE FABRICATOR'S AND CONTRACTOR'S FILES FOR ALL.
 - ALL GRATING SHALL BE, SERRATED, 2" DEEP, WITH 3/16" GALVANIZED STEEL RESISTANCE WELDED, BARS SPACED AT 1 3/16" O.C. WITH CROSS BARS AT 4" O.C. GRATING SHALL BE ANCHORED WITH GALVANIZED NO. 14 GAGE SADDLE CLIPS AND GRATING FASTENERS TO BE 1/4" TEK STAINLESS STEEL SELF TAPPING SCREWS SUPPLIED BY GRATING MANUFACTURER. STEEL GRATING AND THEIR ACCESSORIES ARE TO BE GALVANIZED PER ASTM A 123. GRATING FASTENERS SHALL BE LOCATED AT FOUR CORNERS OF EACH GRATING CROSSBARS SHALL BE ONE OF THE FOLLOWING:
 a. HEXAGON: 5/16-INCH DIAMETER OF INSCRIBED CIRCLE.
 b. RECTANGULAR: 1/2" x 3/16"
 c. SQUARE: 1/4-INCH WITH SPIRAL TWIST.
 d. ROUND: 21/64-INCH DIAMETER.
 THE NUMBER OF GRATING FASTENERS PER PANEL SHALL BE AS FOLLOWS:
- | PANEL WIDTH | END SUPPORT | INTERMEDIATE SUPPORT |
|-------------|-------------|----------------------|
| 20'-36" | 3 | 2 |
| 12'-20" | 2 | 2 |
| 0'-12" | 2 | 1 |
- GRATING FASTENERS SHALL BE POSITIONED BETWEEN THE SECOND AND THIRD LONGITUDINAL BAR ON EACH END OF PANEL (TWO FASTENERS), WHERE A THIRD FASTENER IS REQUIRED, IT SHALL BE PLACED APPROXIMATELY AT THE MID-WIDTH OF THE PANEL.
- RAILING SHALL BE DOUBLE PIPE RAILING OF WELDED CONSTRUCTION. HANDRAIL POSTS SHALL BE 1 1/2" NOMINAL DIAMETER EXTRA STRONG (SCH 80). (OUTSIDE DIAMETER 1.9 INCHES & WALL THICKNESS 0.145 INCHES). HANDRAIL POST SPACING NOT TO EXCEED 6'-0" CENTER TO CENTER. RAILS SHALL BE 1 1/2" DIAMETER SCHEDULE 40. ALL CORNERS SHALL BE BENT TO A 2 1/2" RADIUS OR WELDED ELBOWS WITH A MAXIMUM RADIUS OF 2 1/2" MAY BE USED, UNLESS SPECIFIED OTHERWISE. ALL OPEN ENDS OF HORIZONTAL RAILING SHALL BE CLOSED BY WELDING A 3/16" STEEL PLATE IN PLACE OR CAPPED AND SEAL WELDED. HANDRAIL DETAILS SHALL MEET THE REQUIREMENTS OF OSHA.
 - FOR SHOP CLEANING AND PAINTING, SEE CUSTOMER PAINT SPECIFICATION 100595-SSNU-0001-00.

WORK THIS DRAWING WITH DRAWING 100595-083161300
 FOR MODIFICATIONS TO EXISTING STEEL AND HANDRAIL SEE DRAWINGS 100595-083143100 AND 083143300

REVISION	NO.	BY	CHK	DATE	APP'D	DATE
UPDATED PER CUSTOMER COMMENTS; ADDED PIECE MARKS; ISSUED FOR CONSTRUCTION.	01	KJM	RLM	05-08-12	SK	05-09-12

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 ROBERT RANGATORE 05/09/2012
 RELEASED & APPROVED DATE

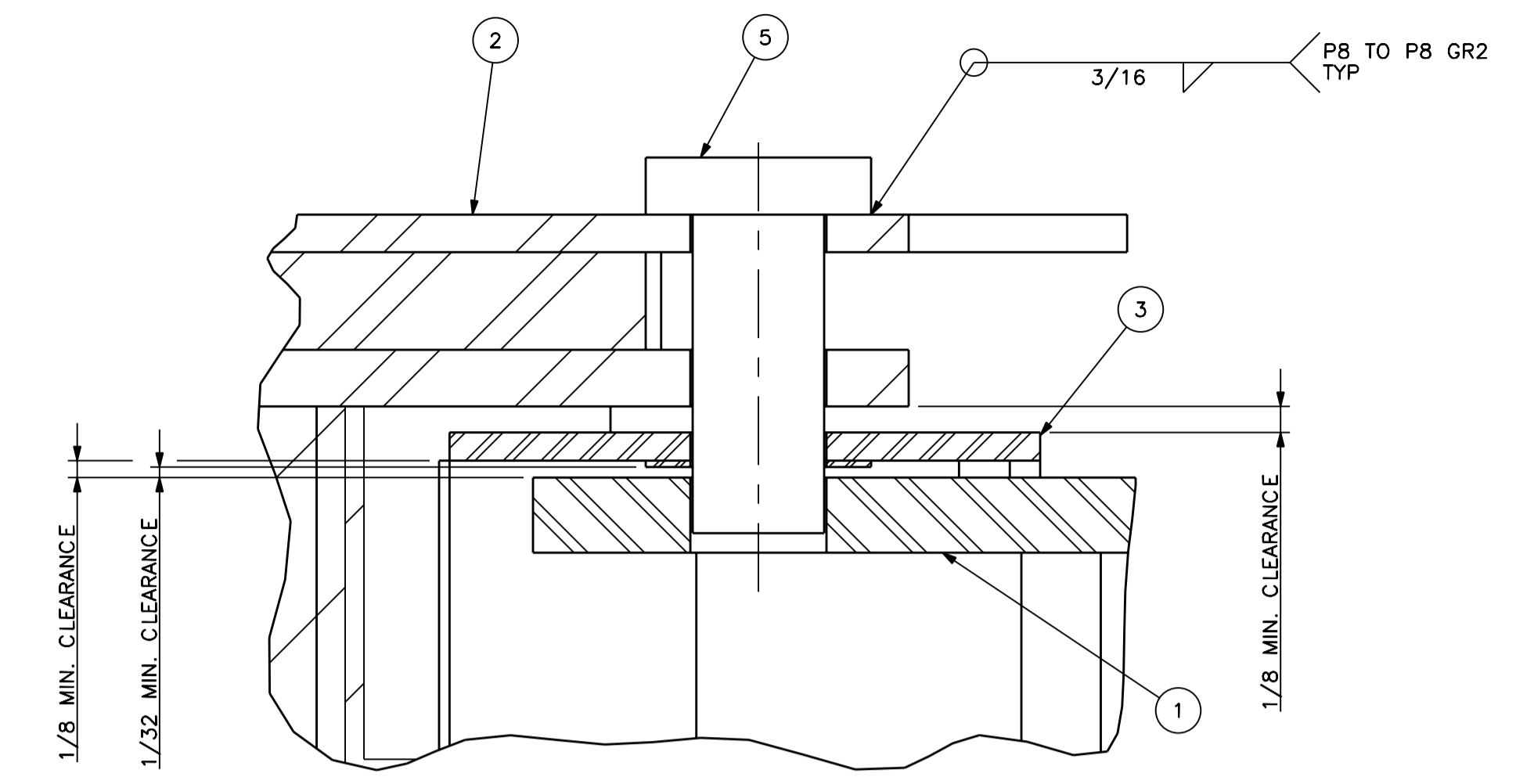
THIRD ANGLE PROJECTION

DO NOT SCALE
 USE DIMENSIONS ONLY

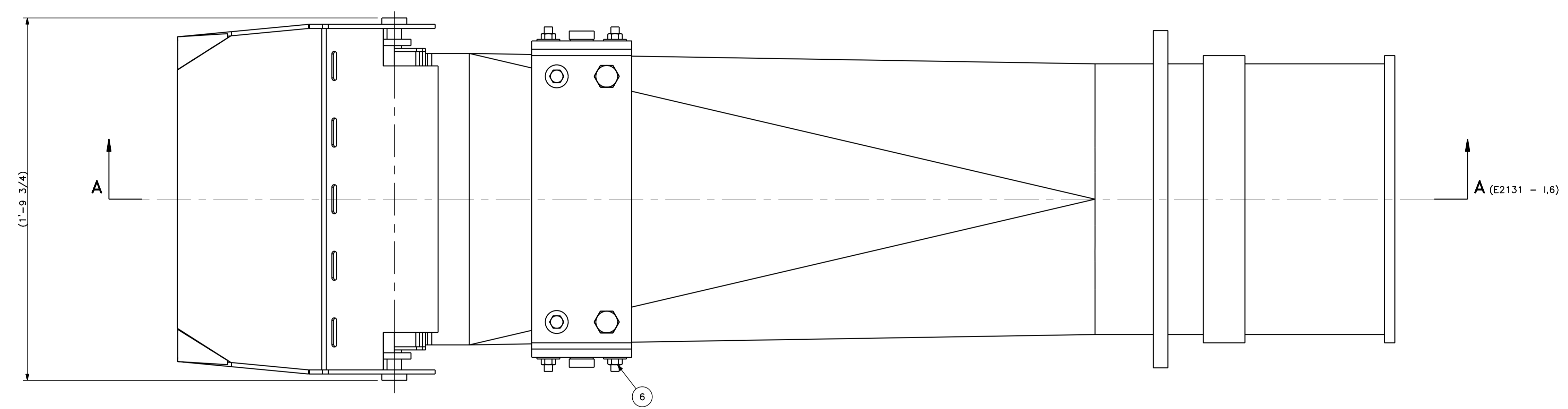
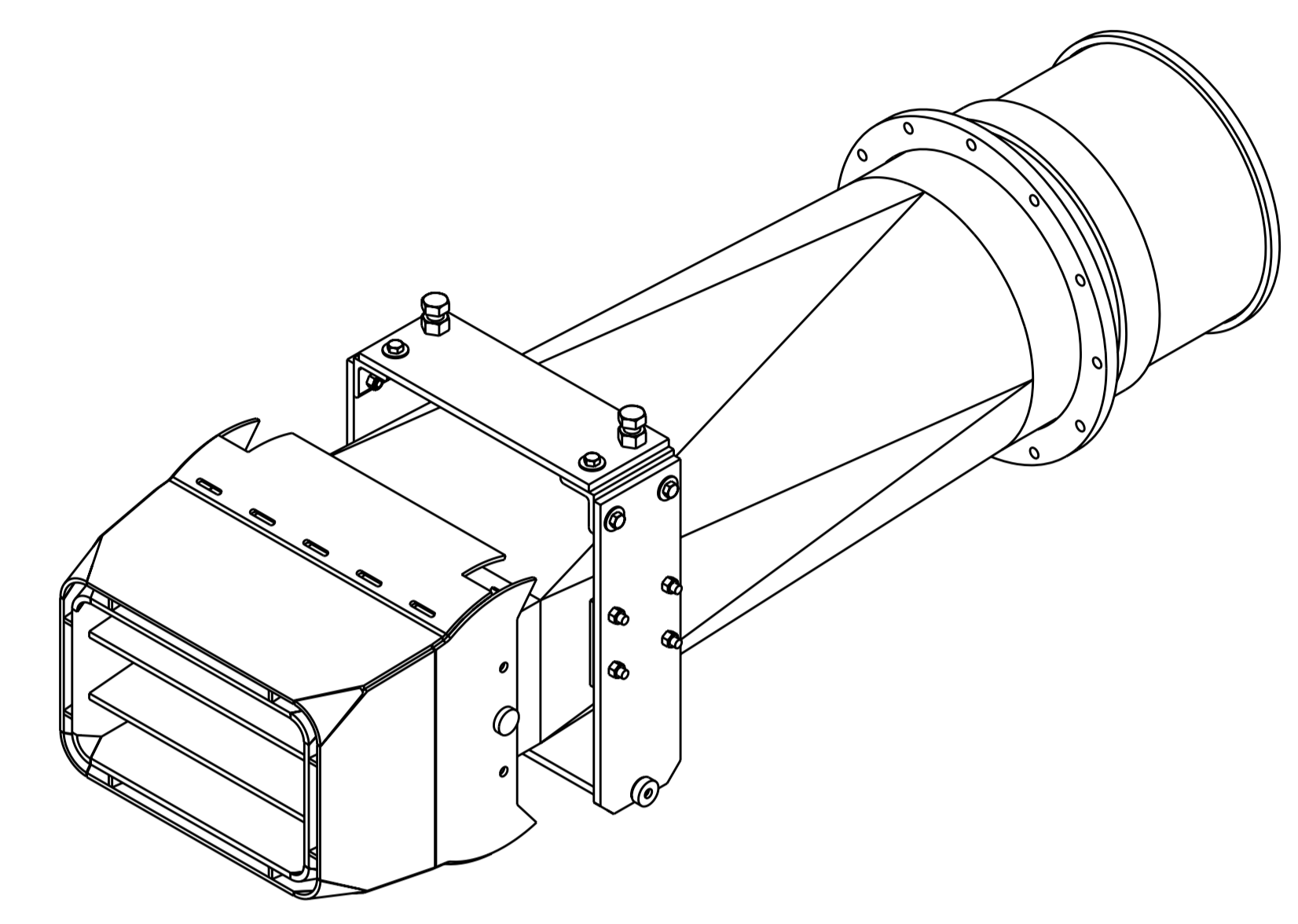
DRAWN BY: MCELROY
 DATE: 03-23-12
 CHECKED BY: R. MILLER
 DATE: 05-08-12
 APP'D BY: S. KIBLER
 DATE: 05-08-12
 SCALE: IN. = 1 FT.
 DWG. NO. 100595-083161100-01

BABCOCK POWER SERVICES INC.
 PARTIAL PLAN AT EL. 1940'-0"
 STRUCTURAL STEEL ARRANGEMENT
 CITY OF GRAND ISLAND UTILITIES
 PLATTE GENERATING STATION UNIT #1
 GRAND ISLAND, NE
 DWG. NO. 100595-083161100-01

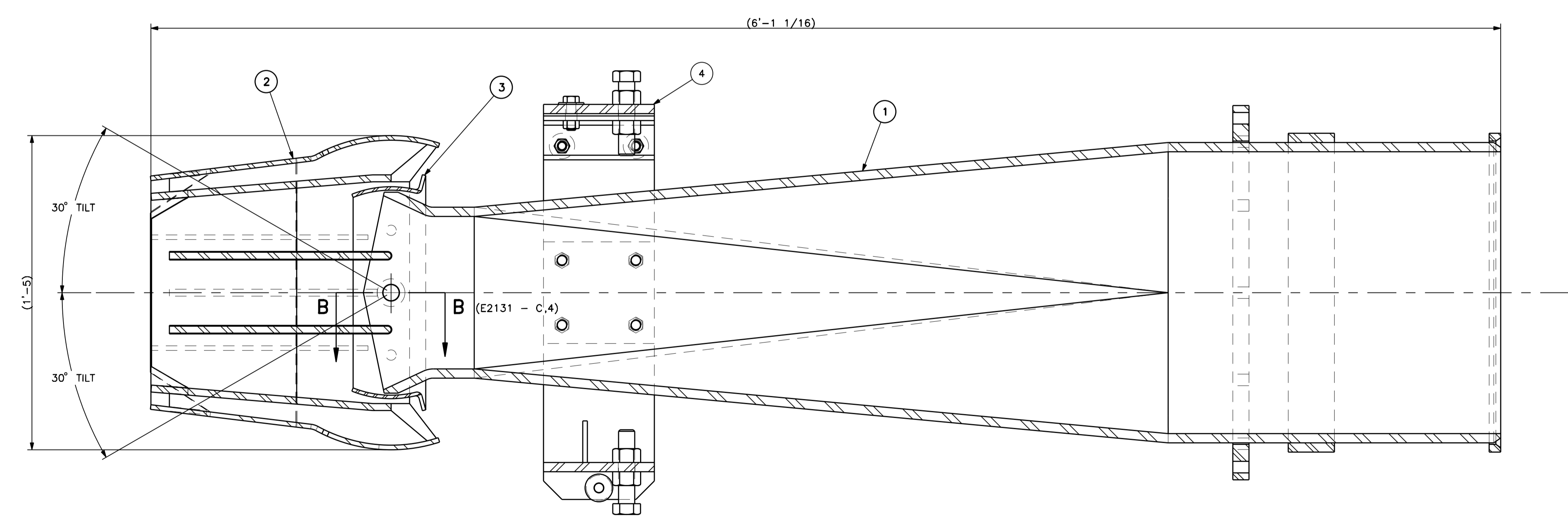
Dwg. Item	Assembly Part No.	No. Req.	Item Description	Mat'l Spec
1	E3001-7-9055-00	1	COAL NOZZLE	-
2	E2120-7-9055-00	1	COAL TIP	-
3	B3035-7-9055-00	1	COAL NOZZLE SEAL PLATE	-
4	E2119-7-9055-02	1	FRONT SUPPORT ASSEMBLY	-
5	A4010-7-9055-00	2	COAL NOZZLE PIVOT PIN	-
6	B821-005-053	8	NUT, HEX 1/2-13UNC-2B	J995 GR5



SECTION B-B
SCALE 1:000
(E2131 - H,4)



SECTION A-A
(E2131 - E,9)



WEIGHT SHOWN IS CALCULATED MATERIAL WEIGHT ONLY.
TEMPORARY BRACING AND WELD WEIGHT NOT INCLUDED.
ALL WELDING SHALL BE PERFORMED PER E.S. PL900-02
PAINT ANY SHIPPING TIES YELLOW

DRAWING PER ASME Y14.5M-1994	
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES	
TOLERANCES UNLESS OTHERWISE SPECIFIED	
FRACTIONAL DIMENSIONS	LESS THAN 12 INCHES ± 1/16"
	12 INCHES OR GREATER ± 1/8"
DECIMAL DIMENSIONS .XXX	± .005
	.XX ± .010
	X ± .100
ANGULARITY	± 1/2°
SURFACE FINISH	250/

APPROX WEIGHT 800 LBS

FIRST USED ON CONTRACT 100595

RILEY POWER INC.

COAL NOZZLE ASSEMBLY
22" WINDBOX WIDTH
24" COAL COMPARTMENT HEIGHT
Ø16" COAL PIPE

REVISION	NO	BY	CHK	DATE	APP'D	DATE
RELEASED & APPROVED					D. BROOKS	05-02-12

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THIRD ANGLE PROJECTION	DRAWN R. LEGAULT
DO NOT SCALE USE DIMENSIONS ONLY	DATE 04-20-12
	CHECKED P. CAVALLANTI
	DATE 05-02-12
	APP'D D. DORMAN
	DATE 05-02-12
	SCALE 3 IN. = 1 FT.
	DWG. NO. E2131-7-9055-00-00

RESOLUTION 2020-224

WHEREAS, the City of Grand Island invited sealed bids for Boiler Inspection and Repair at Platte Generation Station – Fall 2020 Outage, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 3, 2020, bids were received, opened and reviewed; and

WHEREAS, Locke AMI of Olathe, Kansas, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$199,758.00; and

WHEREAS, the bid of Locke AMI is less than the estimate for Boiler Inspection and Repair at Platte Generating Station – Fall 2020 Outage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Locke AMI, in the amount of \$199,758.00, for Boiler Inspection and Repair at Platte Generating Station – Fall 2020 Outage, is hereby approved as the lowest responsible bid.

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-7

#2020-225 - Approving Bid Award - Purchase of Sulfuric Acid with Telemetry Program

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 22, 2020

Subject: Purchase of Sulfuric Acid with Telemetry Program

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

Background

The Platte Generating Station utilizes a cooling tower, condenser and circulating piping as part of the plant's cooling water system. The cooling tower uses heat exchangers to dissipate large heat loads to the atmosphere. Bulk sulfuric acid at the Platte Generating Power Plant is used for the pH control of the cooling tower system. The system's cooling water impurities are concentrated through an evaporative cooling process and requires chemical treatment to prevent scaling, corrosion, and contamination and assists with conductivity. Depending on the time of year and the production load, approximately 140 gallons are used per day. The current contract to provide the additive is complete. Plant staff developed specifications for the purchase of sulfuric acid for another year and issued for bid.

Discussion

The Utilities Department solicits bids annually for the sulfuric acid. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on September 10, 2020. One bid was received as listed below. The engineer's estimate for this project was \$100,000.00.

Bidder	Unit Price/Ton	Estimated Annual cost	Telemetry Program	Adjusted Bid Price
Univar USA Omaha, NE	\$ 156.00	\$ 71,557.20	\$ 0	\$71,557.20

Department staff has reviewed the bid for compliance with the City's detailed specifications. The bid was evaluated based upon the unit cost per ton, and the cost of installing a telemetry program, if needed. Univar USA is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the purchase of Sulfuric Acid with Telemetry Program be awarded to Univar USA from Kent, Washington, as the low responsive bidder, for a not-to-exceed price of \$156.00 per ton; an annual amount estimate at \$71,557.20.

Sample Motion

Move to approve bid award for the Purchase of Sulfuric Acid with Telemetry Program in the amount of \$156.00 per ton per gallons of treated water, to Univar USA from Kent, Washington.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 10, 2020 at 2:00 p.m.
FOR: Sulfuric Acid with Telemetry Program
DEPARTMENT: Utilities
ESTIMATE: \$100,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 31, 2020
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: Univar Solutions
Kent, WA
Bid Security: Fidelity and Deposit Company of Maryland
Exceptions: None
Bid Price:
Unit Price: \$ 156.00
Sales Tax: \$ 5366.79
Annual Est.: \$71,557.20
Telemetry Cost: \$0.00

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

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Scott Sekutera, Reg. & Enviorn. Mgr.

P2229



Working Together for a
Better Tomorrow. Today.

SPECIFICATION PACKAGE

for

PURCHASE OF SULFURIC ACID WITH TELEMETRY PROGRAM

Bid Opening Date/Time

**Thursday, September 10, 2020 at 2:00 p.m. local time
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968**

Contact

**Scott Sekutera
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5495**

Date issued: August 31, 2020

**ADVERTISEMENT TO BIDDERS
FOR
PURCHASE OF SULFURIC ACID WITH TELEMTRY PROGRAM
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Purchase of Sulfuric Acid with Telemetry Program will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, September 10, 2020** at 2:00 p.m. local time, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. Submit an original and three copies if submitting by mail. Bid proposal documents package and any Addenda are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals/Bid Calendars under the bid opening date and can be downloaded from the QuestCDN website for a fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fourteen (14) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

Advertised

(All bids must be submitted on this form)

PURCHASE OF SULFURIC ACID WITH TELEMETRY PROGRAM BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide FOB the City of Grand Island, freight prepaid, Sulfuric Acid with telemetry program at the following price for the term beginning **October 1, 2020** through **September 30, 2021** with the option to extend a second year.

Specification

All Sulfuric Acid furnished shall conform to the following specifications:

- STRENGTH (%H ₂ SO ₄)	Low Limit - 93.19	Upper Limit - 94.50
- IRON (FE) ppm	Low Limit - (-)	Upper Limit - 50
- Specific Gravity	Low Limit - 1.8354	Upper Limit - (-)

Bid Price

Delivered Unit Price Bid: \$ _____ per ton of sulfuric acid delivered to and placed into the plant's bulk sulfuric acid storage system within 24-48 hours after receipt of order. No adjustment will be made in the "Delivered Unit Price Bid" if the actual quantity ordered varies from the estimated quantity needed.

Sales Tax \$ _____

Annual Total Estimated Sulfuric Acid Cost \$ _____

Telemetry program Cost \$ _____

Bidder's Certification

The undersigned bidder hereby certifies that the Sulfuric Acid quoted above is in accordance with all specifications and requirements defined herein. All chemical costs should be submitted as delivered pricing per ton and shall provide the exact delivered amounts per ton.

(Date)

Bidder Company Name

Company Address

City

State

Zip Code

(Signature)

Telephone Number

Email Address

By checking this box, Bidder acknowledges there are Exceptions noted to the bid.

NOTE: Any exceptions to specifications must be fully explained on a separate sheet attached to this Bid Data Form.

*** If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.**

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.

Option 1 (Section 1-017.05)_____ Option 2 (Section 1-017.06)_____ Option 3 (Section 1-017.07)_____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

End of Bid Data Form

CHECKLIST FOR BID SUBMISSION
FOR
PURCHASE OF SULFURIC ACID WITH TELEMETRY PROGRAM

Bids must be received by the City Clerk before 2:00 p.m. on Thursday, September 10, 2020.

The following items must be completed for your bid to be considered.

- A signed original and three (3) copies of the bidding documents.
- A reference list of at least three (3) projects of similar scope and complexity.
- Firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- A detailed description ensuring the sulfuric acid furnished confirms to the required specifications.
- A detailed description on the telemetry monitor.
- Acknowledgment of Addenda Number(s) _____.
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- A certified check, cashiers check or bid bond in a separate envelope attached to the **outside of the envelope containing the bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.

Please check off each item as completed.

Signature

Company

REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** * If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Bids shall include the following on the **outside** of the mailing envelope: **“Purchase of Sulfuric Acid with Telemetry Program”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than **Thursday, September 10, 2020 at 2:00 p.m. local time** to:

Mailing Address: City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address: City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Bids will be opened at this time in the City Hall Council Conference Room #1 located on 1st floor of City Hall. Any bid received after the specified date will not be considered. No verbal bid will be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City’s requirements will be returned at vendor’s expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fourteen (14) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds may be required for this project if outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid Data Form. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Scott Sekutera at 308-385-5495, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

Detailed Specification Purchase of Sulfuric Acid with Telemetry Program

SCOPE: The City of Grand Island Utilities is accepting bids for the purchase of Sulfuric Acid and installation of a Telemetry monitoring program at Platte Generating Station.

LOCATION: Platte Generating Station is located at 1035 West Wildwood Drive, in Grand Island, Nebraska.

SPECIFICATIONS: All Sulfuric Acid furnished shall conform to the following specifications:

- STRENGTH (%H ₂ SO ₄)	Low Limit - 93.19	Upper Limit - 94.50
- IRON (FE) ppm	Low Limit – (-)	Upper Limit - 50
- Specific Gravity	Low Limit – 1.8354	Upper Limit - (-)

A Telemetry program will be included to monitor real-time sulfuric acid inventory and transmit information. This program will facilitate automated replenishment, eliminating manual measurements and emergency delivery requests.

DELIVERY: Delivery shall be made to the plant's bulk sulfuric acid storage system located on the plant site at 1035 W. Wildwood Drive, two (2) miles south of Grand Island, Nebraska. The sulfuric acid shall be delivered F.O.B. at the plant site during normal business hours within 24-48 hours after receipt of order.

QUANTITY: The quantity of sulfuric acid required will vary depending on operating conditions, equipment conditions, and unit outage schedules. In the past, the quantity required has varied in range from 3,000 to 5,000 gallons per month. This quantity is noted to assist the contractor in bidding and is not guaranteed.

TERMS: October 1, 2020 through September 30, 2021 with the option to extend a second year.

PRICING: A firm delivered price is requested for sulfuric acid per ton for a one (1) year term from October 1, 2020 to September 30, 2021 with the option to extend a second year. The Contractor may bid a firm delivered price which is preferred, or include details of how the price will be escalated.

BID SUBMITTAL: Bids shall submit the Bid Data Form provided with these specifications. All blanks, information requested, and calculations required on the Bid Data Form shall be completed by the Bidder. The Bid Data Form shall be signed by an officer of the Bidder's company or the Bid Data Form shall be accompanied by an authorization from the Board of Directors for the person to sign the Bid Data Form, and thereby obligate the Bidder to comply with all terms and conditions of these Detailed Specifications, and the City of Grand Island General Specifications.

All Bids must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed according to the instructions in the General Specification and the Advertisement for Bids. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. If submitting

through QuestCDN, one original document of the bid is required to be uploaded. No verbal bids will be considered.

CONTACT: Questions regarding this specification may be directed to Scott Sekutera or Rob Zobel at 308-385-5496.

INSURANCE REQUIREMENTS: Contractor agrees to the terms of the City's Insurance Requirements attached.

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

(All bids must be submitted on this form)

PURCHASE OF SULFURIC ACID WITH TELEMETRY PROGRAM BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide FOB the City of Grand Island, freight prepaid, Sulfuric Acid with telemetry program at the following price for the term beginning **October 1, 2020** through **September 30, 2021** with the option to extend a second year.

Specification

All Sulfuric Acid furnished shall conform to the following specifications:

- STRENGTH (%H2SO4)	Low Limit - 93.19	Upper Limit - 94.50
- IRON (FE) ppm	Low Limit - (-)	Upper Limit - 50
- Specific Gravity	Low Limit - 1.8354	Upper Limit - (-)

Bid Price

Delivered Unit Price Bid: \$ \$156.00 per ton of sulfuric acid delivered to and placed into the plant's bulk sulfuric acid storage system within 24-48 hours after receipt of order. No adjustment will be made in the "Delivered Unit Price Bid" if the actual quantity ordered varies from the estimated quantity needed.

Sales Tax \$ 7.5% (\$5,366.79)

Annual Total Estimated Sulfuric Acid Cost \$ \$71,557.20

Telemetry program Cost \$ 0.00

Bidder's Certification

The undersigned bidder hereby certifies that the Sulfuric Acid quoted above is in accordance with all specifications and requirements defined herein. All chemical costs should be submitted as delivered pricing per ton and shall provide the exact delivered amounts per ton.

9/2/2020

(Date)

Univar Solutions USA Inc

Bidder Company Name

8201 S 212th Street

Company Address

Kent

City

WA

State

98032

Zip Code

(Signature)

253-872-5068

Telephone Number

muniteam-west@univarsolutions.com

Email Address

By checking this box, Bidder acknowledges there are Exceptions noted to the bid.
NOTE: Any exceptions to specifications must be fully explained on a separate sheet attached to this Bid Data Form.

* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.

Option 1 (Section 1-017.05)_____ Option 2 (Section 1-017.06)_____ Option 3 (Section 1-017.07)_____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

End of Bid Data Form

CHECKLIST FOR BID SUBMISSION

FOR

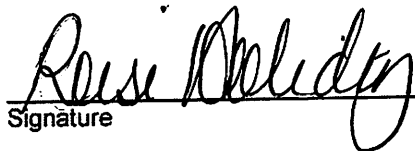
PURCHASE OF SULFURIC ACID WITH TELEMETRY PROGRAM

Bids must be received by the City Clerk before 2:00 p.m. on Thursday, September 10, 2020.

The following items must be completed for your bid to be considered.

- A signed original and three (3) copies of the bidding documents.
- A reference list of at least three (3) projects of similar scope and complexity.
- Firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- A detailed description ensuring the sulfuric acid furnished confirms to the required specifications.
- A detailed description on the telemetry monitor.
- Acknowledgment of Addenda Number(s) _____.
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- A certified check, cashiers check or bid bond in a separate envelope attached to the **outside of the envelope containing the bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.

Please check off each item as completed.



Signature

Univar Solutions USA Inc.

Company



REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska. * If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Bids shall include the following on the outside of the mailing envelope: "Purchase of Sulfuric Acid with Telemetry Program". All bids submitted by mail must include an original and three copies of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. If submitting through QuestCDN, one original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than **Thursday, September 10, 2020 at 2:00 p.m. local time to:**

Mailing Address: City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address: City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Bids will be opened at this time in the City Hall Council Conference Room #1 located on 1st floor of City Hall. Any bid received after the specified date will not be considered. No verbal bid will be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fourteen (14) days at the bid price if accepted by the City. Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds may be required for this project if outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid Data Form. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Scott Sekutera at 308-385-5495, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

Detailed Specification Purchase of Sulfuric Acid with Telemetry Program

SCOPE: The City of Grand Island Utilities is accepting bids for the purchase of Sulfuric Acid and installation of a Telemetry monitoring program at Platte Generating Station.

LOCATION: Platte Generating Station is located at 1035 West Wildwood Drive, in Grand Island, Nebraska.

SPECIFICATIONS: All Sulfuric Acid furnished shall conform to the following specifications:

- STRENGTH (%H ₂ SO ₄)	Low Limit - 93.19	Upper Limit - 94.50
- IRON (FE) ppm	Low Limit – (-)	Upper Limit - 50
- Specific Gravity	Low Limit – 1.8354	Upper Limit - (-)

A Telemetry program will be included to monitor real-time sulfuric acid inventory and transmit information. This program will facilitate automated replenishment, eliminating manual measurements and emergency delivery requests.

DELIVERY: Delivery shall be made to the plant's bulk sulfuric acid storage system located on the plant site at 1035 W. Wildwood Drive, two (2) miles south of Grand Island, Nebraska. The sulfuric acid shall be delivered F.O.B. at the plant site during normal business hours within 24-48 hours after receipt of order.

QUANTITY: The quantity of sulfuric acid required will vary depending on operating conditions, equipment conditions, and unit outage schedules. In the past, the quantity required has varied in range from 3,000 to 5,000 gallons per month. This quantity is noted to assist the contractor in bidding and is not guaranteed.

TERMS: October 1, 2020 through September 30, 2021 with the option to extend a second year.

PRICING: A firm delivered price is requested for sulfuric acid per ton for a one (1) year term from October 1, 2020 to September 30, 2021 with the option to extend a second year. The Contractor may bid a firm delivered price which is preferred, or include details of how the price will be escalated.

BID SUBMITTAL: Bids shall submit the Bid Data Form provided with these specifications. All blanks, information requested, and calculations required on the Bid Data Form shall be completed by the Bidder. The Bid Data Form shall be signed by an officer of the Bidder's company or the Bid Data Form shall be accompanied by an authorization from the Board of Directors for the person to sign the Bid Data Form, and thereby obligate the Bidder to comply with all terms and conditions of these Detailed Specifications, and the City of Grand Island General Specifications.

All Bids must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed according to the instructions in the General Specification and the Advertisement for Bids. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. If submitting

through QuestCDN, one original document of the bid is required to be uploaded. No verbal bids will be considered.

CONTACT: Questions regarding this specification may be directed to Scott Sekutera or Rob Zobel at 308-385-5496.

INSURANCE REQUIREMENTS: Contractor agrees to the terms of the City's Insurance Requirements attached.

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

Mission Statement

Univar sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility.

Vision Statement

Be the benchmark of excellence.

Quality Policy

Univar Solutions USA Inc. is committed to the success of our customers and supplier/partners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business process and its total quality process.

Statement of Core Values

- *Safety: Safety is the first priority, the most important aspect of our work.*
- *Continuous Improvement: We will improve results for all our stakeholders by doing the right things better every time.*
- *Employees: We respect and value every employee and are committed to support and develop each other personally and professionally.*
- *Environment: We are committed to protecting the health and well being of our employees, our customers, the community and the environment.*
- *Ethics: We treat every individual in our business and personal practices ethically with integrity and honesty.*
- *Leadership: Each of us strives to lead and motivate by example and consistently live up to these core values. We coach, train, develop and empower employees to reach their full potential.*

Univar Solutions USA Inc.
3002 F Street
Omaha, NE

T 402-733-3266
F 314-522-8112
www.univarsolutions.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 5:00 pm (CST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency pager – 24-hour response: Jeff Flakus cell 402-658-8726

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 314-522-6400
Office Fax: 314-522-8112

Custsolmid-central@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar USA Inc.
Attn: WER Muni Team
8201 S 212th St.
Kent, WA 98032

Contacts: muniteam-west@univarsolutions.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5040
Fax: (253) 872-5041
Jennifer.perras@univarsolutions.com

Roise Holiday
Municipal Specialist
Phone: (253) 872-5068
Fax: (253) 872-5041
Roise.Holiday@univarsolutions.com

Stacy Ziegler
Municipal Specialist
Phone: (253) 872-5023
Fax: (253) 872-5041
Stacy.Ziegler@univarsolutions.com

Shawnasey McCarthy
Municipal Business Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.McCarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information

Standard Payment Terms:

Net 30 days

Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutionsusa.com



September 2, 2020

REFERENCES:

City of Grand Island
Attn: Rob – 308-385-5468
1035 West Wildwood Dr
Grand Island, NE 68801

Sullivan Precision
Attn: Mike Hatcher – 573-468-8049
995 North Service Road
West Sullivan, MO 63080

Metal Container Corp.
Attn: Bob Mendicant – 636-282-6154
42 Tenbrook Ind Park
Arnold, MO 63010

Thank you,

Roise Holiday
Municipal Specialist
Western Region
Univar Solutions USA Inc.
253-872-5068
muniteam-west@univar.com
www.univar.com

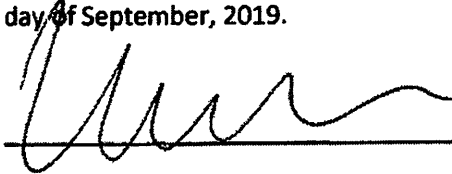
Certificate of Corporate Secretary

I, Noelle J. Perkins, hereby certify that:

1. I am the duly elected, qualified and acting Deputy General Counsel and Corporate Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager
Victoria Meakim – Municipal Specialist
Roise Holiday – Municipal Specialist
Jennifer Perras – Municipal Specialist
Shelley Stevens –Municipal Specialist
Stacy Ziegler –Municipal Specialist
Michael Crea – Municipal Specialist

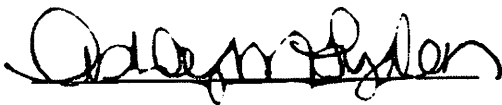
IN WITNESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this 18th day of September, 2019.



Noelle J. Perkins, Corporate Secretary

State of Illinois
County of DuPage

This Certificate of Secretary was signed and sworn to before me on this 18th day of September 2019 by Noelle J. Perkins, Deputy General Counsel and Corporate Secretary of Univar Solutions USA Inc.



Ashley M. Lydon, Notary Public
My commission expires December 19, 2021





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570081940874			
CARRIER See Certificate Number: 570081940874	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				MMT H25306624 Truckers Liability	06/01/2020	06/01/2021	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
D		N/A		SCFC6745926A WI	06/01/2020	06/01/2021		
B		N/A		WCUC67459301 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2020	06/01/2021		
	OTHER							
	<input checked="" type="checkbox"/> Claims made							

Univar Solutions
PO Box 34325
Seattle, WA
98124-1325 USA

T 425 889 3400
F 425 889 3671

www.univarsolutions.com



INFORMATION REGARDING W-9 FORM FOR UNIVAR SOLUTIONS

****PLEASE NOTE****

The Address listed on the attached W-9 **is not a remittance address.**

Please mail any payments made by check to the correct remit-to address printed on your Univar Solutions invoice.

If you are currently remitting payment electronically, there has been no change in procedure.

Thank you,

Univar Solutions

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Univar Solutions USA Inc.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>3075 Highlands Pkways Ste 200</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Downers Grove, IL 60515-5560</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	1	-	1	3	4	7	9	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date ▶ <u>9/11/19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



Univar
 3075 Highland Pkwy STE 200
 Downers Grove, IL 60515
 425-889-3400

SAFETY DATA SHEET

1. Identification

Product identifier: - SULFURIC ACID w/more than 51%

Other means of identification

SDS number: 00010000025

Recommended use and restriction on use

Recommended use: Reserved for industrial and professional use.

Restrictions on use: Not known.

Emergency telephone number:For emergency assistance Involving chemicals

call CHEMTREC day or night at: 1-800-424-9300. CHEMTREC INTERNATIONAL Tel# 703-527-3887

2. Hazard(s) identification

Hazard Classification

Health Hazards

Skin Corrosion/Irritation Category 1A

Serious Eye Damage/Eye Irritation Category 1

Environmental HazardsAcute hazards to the aquatic environment Category 3

Label Elements

Hazard Symbol



Signal Word	Danger
Hazard Statement	Causes severe skin burns and eye damage. Harmful to aquatic life.
Precautionary Statements	
Prevention	Do not breathe dust or mists. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use personal protective equipment as required. Avoid release to the environment.
Response	IF INHALED: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If swallowed: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER/doctor. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up.
Disposal	Dispose of contents/container to an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.
Other hazards which do not result in GHS classification	None.



3. Composition/information on ingredients

Substances

Chemical Identity	Common name and synonyms	CAS number	Content in percent (%)*
Sulfuric Acid		7664-93-9	>=52 - <=100%
Water		7732-18-5	<=48%

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

Composition Comments: The components are not hazardous or are below required disclosure limits.

4. First-aid measures

Ingestion: Call a physician or poison control center immediately. DO NOT induce vomiting. Get medical attention immediately. Never give liquid to an unconscious person.

Inhalation: Move to fresh air. If breathing is difficult, give oxygen. Perform artificial respiration if breathing has stopped.

Skin Contact: Immediately flush with plenty of water for at least 15 minutes while removing contaminated clothing and shoes.

Eye contact: If in eyes, hold eyes open, flood with water for at least 15 minutes and see a doctor.

Most important symptoms/effects, acute and delayed
Symptoms: No data available.

Indication of immediate medical attention and special treatment needed

Treatment: Symptoms may be delayed.

5. Fire-fighting measures

General Fire Hazards: No unusual fire or explosion hazards noted.

Suitable (and unsuitable) extinguishing media

Suitable extinguishing media: Do not use water as an extinguisher. Use: Carbon dioxide or dry powder.

Unsuitable extinguishing media: No data available.



Specific hazards arising from the chemical: During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Special fire fighting procedures: No data available.

Special protective equipment for fire-fighters: Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures: Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep unauthorized personnel away.

Methods and material for containment and cleaning up: Absorb spillage with non-combustible, absorbent material.

Notification Procedures: Dike for later disposal. Prevent entry into waterways, sewer, basements or confined areas. Stop the flow of material, if this is without risk.

Environmental Precautions: Avoid release to the environment. Do not contaminate water sources or sewer.

7. Handling and storage

Precautions for safe handling: Use personal protective equipment as required. Do not allow contact with water. Store away from incompatible materials. Use only with adequate ventilation. Material can accumulate static charges which may cause an electrical spark (ignition source). Use proper bonding and/or grounding procedures.

Conditions for safe storage, including any incompatibilities: Store locked up.

8. Exposure controls/personal protection

Control Parameters

Occupational Exposure Limits

Chemical Identity	type	Exposure Limit Values	Source
Sulfuric Acid	TWA	1 mg/m ³	US. Tennessee. OELs. Occupational Exposure Limits, Table Z1A (06 2008)
	TWA PEL	0.1 mg/m ³	US. California Code of Regulations, Title 8, Section 5155. Airborne Contaminants (02 2012)
	STEL	3 mg/m ³	US. California Code of Regulations, Title 8, Section 5155. Airborne Contaminants (02 2012)
Sulfuric Acid - Thoracic fraction.	TWA	0.2 mg/m ³	US. ACGIH Threshold Limit Values (03 2013)
Sulfuric Acid	REL	1 mg/m ³	US. NIOSH: Pocket Guide to Chemical Hazards (2010)
	PEL	1 mg/m ³	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
	TWA	1 mg/m ³	US. OSHA Table Z-1-A (29 CFR 1910.1000) (1989)

Appropriate Engineering Controls No data available.

Individual protection measures, such as personal protective equipment

General information: Provide easy access to water supply and eye wash facilities. Use personal protective equipment as required. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing to remove contaminants. Discard contaminated footwear that cannot be cleaned.

Eye/face protection: Wear a full-face respirator, if needed. Wear safety glasses with side shields (or goggles) and a face shield.

Skin Protection

Hand Protection: Chemical resistant gloves

Other: Wear chemical-resistant gloves, footwear, and protective clothing appropriate for the risk of exposure. Contact health and safety professional or manufacturer for specific information.

Respiratory Protection: In case of inadequate ventilation use suitable respirator.
Hygiene measures: Observe good industrial hygiene practices. Wash hands before breaks and immediately after handling the product. Do not get in eyes. Wash contaminated clothing before reuse. Do not get this material in contact with skin.

9. Physical and chemical properties

Physical state:	liquid
Form:	No data available.
Color:	Colorless
Odor:	Odorless
Odor threshold:	No data available.
pH:	0.3
Melting point/freezing point:	3 °C 37.4 °F
Initial boiling point and boiling range:	337 °C 638.6 °F
Flash Point:	No data available.
Evaporation rate:	No data available.
Flammability (solid, gas):	No data available.
Upper/lower limit on flammability or explosive limits	
Flammability limit - upper (%):	No data available.
Flammability limit - lower (%):	No data available.
Explosive limit - upper (%):	No data available.
Explosive limit - lower (%):	No data available.
Vapor pressure:	No data available.
Vapor density:	No data available.
Relative density:	1.84
Solubility(ies)	
Solubility in water:	Miscible with water.
Solubility (other):	No data available.
Partition coefficient (n-octanol/water):	No data available.
Auto-ignition temperature:	No data available.
Decomposition temperature:	No data available.
Viscosity:	No data available.

SDS_US - 000100000025

6/13

10. Stability and reactivity

Reactivity:	No data available.
Chemical Stability:	No data available.
Possibility of hazardous reactions:	Contact with water may cause flash fire.
Conditions to avoid:	Avoid heat or contamination.
Incompatible Materials:	No data available.
Hazardous Decomposition Products:	No data available.

11. Toxicological information

Symptoms related to the physical, chemical and toxicological characteristics

Ingestion:	No data available.
Inhalation:	No data available.
Skin Contact:	No data available.
Eye contact:	No data available.

Information on toxicological effects

Acute toxicity (list all possible routes of exposure)

Oral

Product: ATEmix (): 2,140 mg/kg

Dermal

Product: No data available.

Inhalation

Product: No data available.

Specified substance(s):

Sulfuric Acid LC50 (Rat,): 375 mg/m³ (, No) 2 = reliable with restrictions

Repeated dose toxicity

Product: No data available.

Skin Corrosion/Irritation

Product: No data available.

Serious Eye Damage/Eye Irritation

Product: No data available.

Respiratory or Skin Sensitization

Product: No data available.

Carcinogenicity

Product: No data available.

IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:

Sulfuric Acid Overall evaluation: 1. Carcinogenic to humans.

US. National Toxicology Program (NTP) Report on Carcinogens:

Sulfuric Acid Known To Be Human Carcinogen.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050):

No carcinogenic components identified

Germ Cell Mutagenicity

In vitro

Product: No data available.

In vivo

Product: No data available.

Reproductive toxicity

Product: No data available.

Specific Target Organ Toxicity - Single Exposure

Product: No data available.

Specific Target Organ Toxicity - Repeated Exposure

Product: No data available.

Aspiration Hazard

Product: No data available.

Other effects: No data available.

12. Ecological information

Ecotoxicity:

Acute hazards to the aquatic environment:

Fish

Product: No data available.

Specified substance(s):

Sulfuric Acid LC50 (Starry, european flounder (*Platichthys flesus*), 48 h): 100 - 330 mg/l
Mortality LC50 (Western mosquitofish (*Gambusia affinis*), 24 h): 42 mg/l
Mortality LC50 (Western mosquitofish (*Gambusia affinis*), 48 h): 42 mg/l
Mortality LC50 (Western mosquitofish (*Gambusia affinis*), 96 h): 42 mg/l
Mortality

Aquatic Invertebrates

Product: No data available.

Specified substance(s):

Sulfuric Acid LC50 (Aesop shrimp (*Pandalus montagui*), 48 h): 42.5 mg/l Mortality LC50



(Common shrimp, sand shrimp (Crangon crangon), 48 h): 70 - 80 mg/l
Mortality LC50 (Green or European shore crab (Carcinus maenas), 48 h): 70
- 80 mg/l Mortality LC50 (Cockle (Cerastoderma edule), 48 h): 200 - 500
mg/l Mortality

Chronic hazards to the aquatic environment:

Fish

Product: No data available.

Aquatic Invertebrates

Product: No data available.

Toxicity to Aquatic Plants

Product: No data available.

Persistence and Degradability

Biodegradation

Product: No data available.

BOD/COD Ratio

Product: No data available.

Bioaccumulative Potential

Bioconcentration Factor (BCF)

Product: No data available.

Partition Coefficient n-octanol / water (log Kow)

Product: No data available.

Mobility in Soil:

No data available.

Known or predicted distribution to environmental compartments

Sulphuric acid No data available.

Water No data available.

Known or predicted distribution to environmental compartments

Sulphuric acid No data available.

13. Disposal considerations

Disposal instructions: Discharge, treatment, or disposal may be subject to national, state, or local laws.

Contaminated Packaging: Since emptied containers retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN Number:	UN 1830
UN Proper Shipping Name:	Sulfuric acid
Transport Hazard Class(es)	
Class:	8
Label(s):	8
Packing Group:	II
Marine Pollutant:	Not regulated.
Special precautions for user:	-

IMDG

UN Number:	UN 1830
UN Proper Shipping Name:	SULPHURIC ACID
Transport Hazard Class(es)	
Class:	8
Label(s):	8
EmS No.:	F-A, S-B
Packing Group:	II
Marine Pollutant:	Not regulated.
Special precautions for user:	-

IATA

UN Number:	UN 1830
Proper Shipping Name:	Sulphuric acid
Transport Hazard Class(es):	
Class:	8
Label(s):	8
Packing Group:	II
Environmental Hazards	Not regulated.
Special precautions for user:	-
Other information	
Passenger and cargo aircraft:	Allowed.
Cargo aircraft only:	Allowed.

15. Regulatory information



US Federal Regulations US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

None present or none present in regulated quantities.

CERCLA Hazardous Substance List (40 CFR 302.4):

Sulfuric Acid Reportable quantity: 1000 lbs.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Acute (Immediate) Chronic (Delayed) Fire Reactive Pressure Generating

SARA 302 Extremely Hazardous Substance

Chemical Identity	RQ	Threshold Planning Quantity
Sulfuric Acid	1000 lbs.	1000 lbs.

SARA 304 Emergency Release Notification

Chemical Identity	RQ
Sulfuric Acid	1000 lbs.

SARA 311/312 Hazardous Chemical

Chemical Identity	Threshold Planning Quantity
Sulfuric Acid	500lbs
Water	500 lbs

SARA 313 (TRI Reporting)

Chemical Identity	Reporting threshold for other users	Reporting threshold for manufacturing and processing
Sulfuric Acid	10000 lbs	25000 lbs.

Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3)

Sulfuric Acid Reportable quantity: 1000 lbs.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130):

Sulfuric Acid Threshold quantity: 10000 lbs

US State Regulations

US. California Proposition 65

Sulfuric Acid Carcinogenic.

This product contains chemical(s) known to the State of California to cause cancer and/or to cause birth defects or other reproductive harm.

Sulfuric Acid Carcinogenic.

US. New Jersey Worker and Community Right-to-Know Act

Sulfuric Acid Listed

US. Massachusetts RTK - Substance List

Sulfuric Acid Listed

US. Pennsylvania RTK - Hazardous Substances

Sulfuric Acid Listed

US. Rhode Island RTK

Sulfuric Acid Listed

Inventory Status: Australia AICS:	On or in compliance with the inventory
Canada DSL Inventory List:	On or in compliance with the inventory
Japan (ENCS) List:	On or in compliance with the inventory
China Inv. Existing Chemical Substances:	On or in compliance with the inventory
Korea Existing Chemicals Inv. (KECI):	On or in compliance with the inventory
Philippines PICCS:	On or in compliance with the inventory
US TSCA Inventory:	On or in compliance with the inventory

16. Other information, including date of preparation or last revision

HMIS Hazard ID

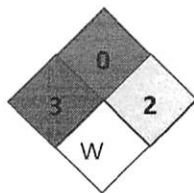
Health	*	3
Flammability		
Physical Hazards		2
PERSONAL PROTECTION		K

K - Hood, Gloves, Protective Suit & Boots

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; RNP - Rating not possible; *Chronic health effect

Further Information: Classification not possible. Consult the Supplier in Section 1 of the SDS for additional data.

NFPA Hazard ID



	Flammability
	Health
	Reactivity
	Special hazard.

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; RNP - Rating not possible
 W: Water-reactive

Issue Date: 02/06/2017
Revision Date: No data available.

SDS_US - 000100000025

12/13



Version #: 1.3
Further Information: No data available.

From: Veolia NA Regeneration Services LLC
 4760 World Houston Pkwy, Ste 100
 Houston TX 77032
 USA

To: UNIVAR USA INC
 30450 TRACY RD
 WALBRIDGE OH 43465-9775
 USA

Customer Order: TO-599918
 Veolia Order: 20050835
 Product: SULFURIC ACID (H2SO4) - 93%
 Batch/Lot No. 2008FH0238
 Material No. D12172191
 Shipping Point: VEOLIA FT HI MFGG CT01 - USA

Delivery Number: 50120916
 Date of Print: 08/28/2020

CERTIFICATE OF ANALYSIS

We certify that this product conforms to the relevant Veolia release specifications. Unless otherwise expressly agreed in writing, all other warranties, including those of fitness for particular purpose and merchantable quality of goods produced from this product, are specifically excluded.

The following values result from measurements made on a representative sample of the above mentioned lot number.

Please consult our product literature or refer all inquiries to your Veolia representative at our local Sales Office.

This certificate has been produced electronically. If you require a signature, please contact your Veolia representative.

* Results from averaged periodic analysis

@SCS

Production data

Container ID	GATX007295			
Weight shipped	202,373 lb			
	Value:	Unit	Specification	
			Min	Max
Characteristic				
Acidity as Sulfuric Acid	93.37	%	93.20	95.00
Iron	5.8	ppm		50.0
Light Transmission 425nm	94	%	85	
Gravity at 60F	66.03	BE DEG		
Specific Gravity 16/16C	1.836			
*Sulfur Dioxide	2.1	ppm		

View Safety Data Sheets (SDS) at: www.veolianorthamerica.com/resources/sds
 Customer fax N°:

Remote Sentry™ tank telemetry inventory management made safe and simple

Remote Sentry captures your inventory information around the clock so you can access up-to-the-minute data. Our telemetry system transmits volume level limits and reorder points to our secure, web-based server. By using your PC or mobile device, you can connect and view your data 24 / 7 in real time, from anywhere.

Your data is safe, secure, password-protected, and accessible only by you and Univar.

Why choose remote sentry™?

Remote Sentry solves your inventory management challenges

- ▶ The safe solution: eliminate manual measurement
- ▶ Immediate access to inventory data means no waiting for information to be delivered to your office
- ▶ Up-to-the minute data shows exactly how much material has been added or withdrawn and when
- ▶ Accurate inventory and planning ensure that you'll always have enough material for a day's production
- ▶ Reduce capital investment with accurate, consistent inventory levels
- ▶ Automated replenishment reduces time invested in order handling

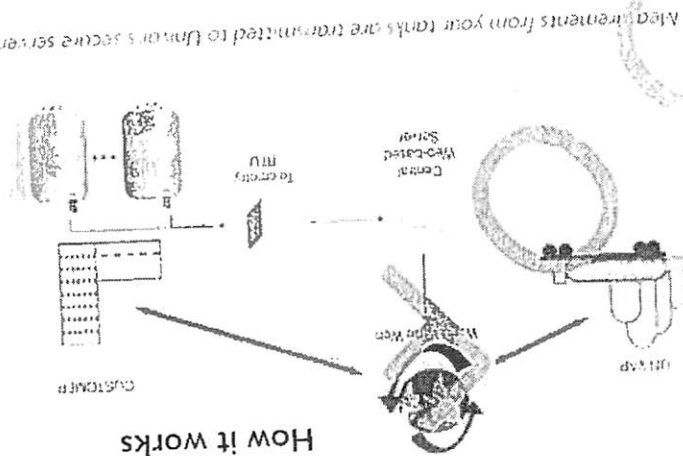
Remote Sentry™ inventory management features

- ▶ Tank details: tank capacity, current stocking levels, product data
- ▶ Access tank details: tank capacity, current stocking levels, product data and table formats
- ▶ Inventory history and estimated inventory trend available in chart and table formats
- ▶ Next scheduled delivery and proposed tank levels by date
- ▶ Tank schedule
- ▶ Sort and view data using your own criteria. Available views include
 - ▶ Scheduled refill date, time and volume to be filled for each tank
 - ▶ Days and hours until empty
 - ▶ Rolling seven-day forecast for up to a three month period
 - ▶ Scheduled delivery total by day
 - ▶ Current inventory total by each day
- ▶ Alarm emails
 - ▶ Email alerts can be scheduled to notify a designated operator when a tank reaches high volume, reorder stage, critical level status or is empty
- ▶ Tank inspector
 - ▶ View multiple tank photos and levels all on one page or on multiple pages



Univar
 www.univar.com
 +1 855 888 8648
 17125 NE Union Hill Road
 Redmond WA 98052, USA

How it works



RESOLUTION 2020-225

WHEREAS, the City Water Department invited sealed bids for Purchase of Sulfuric Acid with Telemetry Program; and

WHEREAS, on September 10, 2020, bids were received, opened and reviewed; and

WHEREAS, Univar USA, of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, for a Unit Price per ton of \$156.00, for an annual amount estimated at \$71,557.20; and

WHEREAS, the bid of Univar USA, is less than the estimate for Purchase of Sulfuric Acid with Telemetry Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Univar USA, for a unit price per ton of \$156.00, for an annual amount estimated at \$71,557.20, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 18, 2020	☒ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-8

#2020-226 - Approving the Renewal of Property, Peril, Fire & Terrorism Insurance with FM Global for 2020-2021

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 22, 2020

Subject: Renewal of Machinery Property Peril, Fire and Terrorism Insurance with FM Global for 2020 - 2021

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department Boiler and Machinery Property Peril and Fire insurance is specifically designed for Electric Utility and is readily adaptable to the Water Utility, which is also included in the coverage. The standard policy excludes losses due to acts of terrorism unless the optional Terrorism Insurance is accepted. The Utilities Department's insurance provider, FM Global, provided the attached proposal for renewal of the present coverage.

The complete policy is available in the Utilities office for review, along with a Policy Holder Disclosure form for execution by the City, either accepting or rejecting terrorism coverage. The renewal proposal and proposed policy have been reviewed by the Legal Department.

Discussion

Key provisions included in the proposed renewal are a change in the insured valuation from \$504,619,891 to \$510,519,889 and an annual all-risk premium change from \$447,617.00 for the current year to \$655,114 for the 2020-2021 year, and an annual Terrorism Insurance premium change from \$24,474 for the current year to \$36,711 for the 2020-2021 year.

The insured valuation of assets was reviewed by Utilities Department staff and is in line with replacement costs seen in the utility industry, and due to feedback from other plants that we participate in ownership, a premium increase was expected due to industry trends, however the resulting policy premium change of almost 50% was not expected. Our insurance broker, INSUR, investigated other options including other insurance carriers and changes in deductible levels. Of the carriers solicited, five declined to quote coverage, and one responded they could for about \$625,000 to \$650,000 without

terrorism coverage. INSUR advised that the proposed coverage form did not compare favorably to FM Global and advised not to pursue. FM Global came back with a premium savings of \$33,000 by raising the deductible from \$500,000 to \$750,000 and a premium savings of \$83,000 by raising the deductible from \$500,000 to \$1,000,000. The revised proposal increasing the deductible to \$1,000,000 for an annual premium of \$572,114 is recommended by the Utilities management staff.

The probability that a relatively remote location in the central part of the nation would be targeted for a terrorist attack may be very unlikely, but the determination of a terrorist attack is not clearly defined, such as an attack similar to the Oklahoma City Federal Building. Regardless of the cause, the loss of a high valued asset as the Platte Generating Station must be protected from risk, and the acceptance of Terrorism Insurance is recommended.

Execution of the Notice of Terrorism Insurance Coverage form is required annually and is recommended by the Utilities Department for approval.

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 renewal of the Utilities Department's Terrorism Insurance with FM Global with execution of the Notice of Terrorism Insurance Coverage form to accept that coverage.

Sample Motion

Move to approve renewal of the Utilities Department's Terrorism Insurance with FM Global with execution of the Notice of Terrorism Insurance Coverage form to accept that coverage.



City of Grand Island

2020 FM Global Property Insurance Proposal

Presented: August 25, 2020



Proposal

Partnering with FM Global

This renewal marks the 37th anniversary. Thank you very much for the strong partnership and for working to achieve such excellent loss prevention and resilience! Over the past year, FM Global has enjoyed partnering with The City of Grand Island to protect the value your business creates. FM Global is pleased to provide you with the following insurance proposal for the October 1st, 2020 renewal. Thank you for your business and we look forward to the continued partnership. This document details the pricing, coverage and planned insurance related services for The City of Grand Island over the coming year.

Below are some highlights of FM Global:

- **Responsive Claims Handling** – As a mutual organization, FM Global is deeply committed to meeting the needs of our clients, who are also our owners. Accordingly, our mutuality heavily influences our claims-handling activities. Client satisfaction is our ultimate pursuit and a true measure of our mutual success.

An *Advisen* survey of risk managers deemed FM Global as “*the most highly regarded insurer in property claims-handling.*” Further, FM Global was identified as their “*first choice,*” for property claims-handling by a wide margin – more than twice that of any other insurer. Survey participants ranked insurers based on a variety of claims-handling best practices, including expertise, equitable settlements, prompt payment and good communication.



- **Favorite among Risk Managers** – FM Global was top rated by *National Underwriter Property & Casualty Magazine* for Property and Boiler and Machinery Insurance. The annual survey recognizes the “top” carriers named by risk professionals in their efforts to mitigate exposures.
- FM Global maintains a solid balance sheet with ample liquidity to meet policyholder obligations. As of December 31st, 2019, Policyholders’ Surplus was US \$14.6 billion and Gross Premium in force was US \$6.0 billion. Our financial strength and stability have been affirmed by major industry rating agencies, principally:

<p>A+/Superior</p>	<p>AA/Stable</p>	<p>A+/Stable</p>
<p>Affirmed January 2020</p>	<p>Affirmed March 2020</p>	<p>Affirmed October 2019</p>

Insurance Proposal for The City of Grand Island
 August 2020
 Page 2 of 8

FM Global Difference

FM Global is a different kind of insurance company. We are a mutual company owned by our policyholders, and we write only property insurance. Additionally, FM Global provides engineering-driven underwriting and risk management solutions, ground breaking property loss prevention research, and prompt, professional claims handling. Our products and services directly support our policyholders' overall risk management objectives through:

- Understanding the nature and reality of your specific risks.
- Establishing sound loss prevention solutions that safeguard against loss.
- Develop cost-effective insurance and risk transfer solutions backed by large, stable capacity.

Engineering Services

FM Global provides loss prevention consulting services, which include on-site risk evaluations, jurisdictional services, plan review and construction management services.

Creating Cyber Resilience

The evolving Cyber risks are showing us that they are truly Global exposures. We have seen losses where a company's assets can be affected throughout multiple locations all in one single event. At FM Global we believe the majority of loss is preventable, including Cyber. Due to this evolving exposure, we have developed a suite of Cyber exposure analysis tools, which include:

- Physical security – evaluation of your location's physical protection, access, etc.
- Information Technology – a Cyber Risk Assessment tool has been rolled out and will evaluate your Cyber risk posture on an enterprise basis.
- Industrial Control Systems (ICS) – this evaluation tool is in development and being beta tested at this time. This risk assessment will be directed towards controls/access to your Industrial Control Systems from a cyber-attack perspective. Rollout is expected in 2020 for all clients.

We thank you for taking part in the cyber risk assessment. Please remember that our cyber risk consultant is available for your use should you have any questions or concerns regarding The City of Grand Island's cyber posture.

Proposal

Changes to Existing Coverage

On July 31st you were sent a conditional renewal notice advising you of the following changes in your renewal policy.

As we discussed, the reduced limit for Communicable Disease Response and Interruption By Communicable Disease covers were necessitated by the curtailment of reinsurance capacity for such coverages resulting from the COVID-19 pandemic. The limits in your renewal policy will be:

A USD10,000 combined single limit and annual aggregate for the following two covers:

- Communicable Disease Response
- Interruption By Communicable Disease

Proposal

Client Service Plan/Risk Improvement Plan

At FM Global, we are mindful that the strategies we pursue and the decisions we make must ultimately be for the benefit of our mutual policyholders. Our aim is always to mobilize our range of value-added services in support of mutually agreed objectives.

During the last year, we've been able to not only identify hazards and present engineering solutions, but we've been able to refine our approach to managing risk for Grand Island.

Our Client Service Plan is developed annually, and we report on progress through engineering meetings. We would like to develop this plan to meet and exceed the goals of the Grand Island's risk management along with working towards common goals. Should you choose to renew for the 2020 policy year, we would like to create a plan that will guide us through the years to come.

- **Contract Certainty** – Efficient and timely administration provides an essential foundation for everything we do, particularly when it comes to the provision of necessary Underwriting and Engineering information, Premium Payments and Policy wording.
- **Project Management/Plan Review Services** – Working along with Grand Island's project and facility personnel we will ensure that all new projects are considered Highly Protected Risks (HPR) when completed.
- **Research Campus Visit** – Our World Class Research Campus conducts state of the art fire testing, natural hazard simulations, and approval of fire protection products. Please let your Client Service team know if you are interested in attending a visitor's day on campus.
- **Risk Improvement Plan** – Understanding that a key part of Total Cost of Risk is preventing losses. We will utilize our World Class Research Campus test results and our highly trained field engineers to work with The City of Grand Island to mitigate exposures which may exist at any of your facilities. We would like to continue our discussions around the Risk Improvement plan for 2020. For example, firm commitment on which specific recommendations from the suggested risk improvement plan will be completed and when, including who will be responsible from The City Of Grand Island to ensure completion.

Pricing Details – The City of Grand Island

Premium

USD 655,114*

Total Insured Values: USD 510,519,889

*This premium does not include various fees and taxes, as well as the additional premium quote for U.S. Certified Terrorism, and Cyber coverages which follow. Payment is due upon receipt of invoice or on the date coverage begins, whichever is later. Policies will be subject to cancellation for non-payment of premium bills.

Premium Comparison

	2019	2020
TIV	USD 504,619,891	USD 510,519,889
Total Premium	USD 447,617	USD 655,114

Policy Deductible

	2019	2020
All Other Loss Deductible	USD 500,000	USD 500,000
Burdick Station – Gas Turbines	USD 525,000	USD 525,000
Pumping Station and Wells	USD 75,000	USD 75,000

Policy Limit

	2019	2020
Limit of Liability	USD 510,000,000	USD 510,000,000

Policy Options

Cyber Event Limits (not included above)

- For the current policy limits of \$10M for DATA RESTORATION and OWNED NETWORK INTERUPTION and \$5M for DATA SERVICE PROVIDER PROPERTY DAMAGE and DATA SERVICE PROVIDER TIME ELEMENT the premium would be **\$207,000**

Terrorism Options (not included above)

	Additional Premium
United States (TRIA)	USD 36,711

Terrorism

US Terrorism

The Terrorism Risk Insurance Act of 2002 as amended and extended in 2005, 2007, 2015 and again in 2019, requires that insurers advise clients of their option to elect or reject terrorism coverage under the act as part of their property program. It also requires insurers to disclose the cost of such coverage for the policy term. As a brief reminder, the act provides licensed, admitted carriers with a substantial federal reinsurance backstop for terrorism acts that are certified by the Secretary of the Treasury of the United States as covered events (known as certified losses). Generally speaking, the act responds strictly to events that take place within the United States, its protectorates, territories, and possessions. The Act has been extended to expire on 31 December 2027.

Pursuant to the act, we are offering certified terrorism cover in the United States with no specific terrorism limit of liability meaning your certified terrorism limit would be equal to the policy limit of liability or any location or coverage sublimits in your policy. In addition, in the United States, the policy would no longer be subject to a terrorism sublimit for Flood, Miscellaneous Unnamed Locations, Miscellaneous Personal Property, Off Premises Storage For Property Under Construction, and Temporary Removal of Property and any terrorism exclusion for Service Interruption, Contingent Time Element Extended, Protection And Preservation of Property, Ingress/Egress, Logistics Extra Cost, Extended Period of Liability, Crisis Management and Attraction Property coverages.

The premium for certified coverage is **USD 36,711** for the term of October 1, 2020 to October 1, 2021 and does not include applicable taxes or surcharges.

We have provided the Policyholder Disclosure Notice of Terrorism Coverage document. Please note the Disclosure form must be completed, signed and returned to Kevin Doak, Account Manager – Client Service, FM Global indicating your choice to accept or reject the certified terrorism coverage offered.

TERRORISM

As respects locations outside the United States and Puerto Rico, terrorism coverage is provided with a limit of USD5,000,000 in the aggregate during any policy year but not to exceed the following limit(s) in the aggregate during any policy year:

- a) USD5,000,000 limit in the aggregate during any policy year for miscellaneous unnamed locations, MISCELLANEOUS PERSONAL PROPERTY, OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION and TEMPORARY REMOVAL OF PROPERTY combined
- b) USD5,000,000 limit in the aggregate during any policy year for flood when caused by or resulting from terrorism

These limits shall not include the actual cash value portion of fire damage caused by terrorism. Please see the attachment for the Terrorism Disclosure.

Insurance Proposal for The City of Grand Island
August 2020
Page 7 of 8

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Insured Name: The City of Grand Island

Account Number: 05249

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005, 2007, 2015 and again in 2019, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A \$100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 DURING ANY CALENDAR YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED \$100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF OCTOBER 1, 2020, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of USD 36,711. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

_____ Policyholder/Applicant Signature

_____ Print Name

_____ Date

Insurance Proposal for The City of Grand Island
August 2020
Page 8 of 8

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Insured Name: The City of Grand Island

Account Number: 05249

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005, 2007, 2015 and again in 2019, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

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_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of USD 36,711. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

_____ Policyholder/Applicant Signature

_____ Print Name

_____ Date]

RESOLUTION 2020-226

WHEREAS, the City's Utility Department subscribes to insurance for boiler and machinery, property, peril and fire coverage; and

WHEREAS, the boiler and machinery, property, peril and fire coverage insurance term expires October 1, 2020; and

WHEREAS, the insurance of electric and water utilities facilities is a specialized market with a limited number of potential providers; and

WHEREAS, a proposal to renew insurance for the 2020 – 2021 fiscal year was received from the current provider, Factory Mutual Insurance Company of St. Louis, Missouri, for a renewal premium of \$572,114, and terrorism coverage for \$36,711; and

WHEREAS, the City has opted to accept the optional Terrorism Insurance Coverage; and

WHEREAS, the insurance provider requires that the City either except or reject Terrorism Insurance Coverage by executing the form provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Factory Mutual Insurance Company of St. Louis, Missouri, with premium in the amount of \$572,114, and to execute the form to accept Terrorism Insurance Coverage, with a premium in the amount of \$37,711. The Mayor is hereby authorized to sign the acceptance form for the Terrorism Insurance on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-9

**#2020-227 - Approving PGS Coal Combustion Residual (CCR)
Groundwater Services - Task 16 with HDR Engineering**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 22, 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 Inc., of Omaha, Nebraska, 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.

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 March 10, 2020, Council approved HDR Engineering to amend Task 10 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 for an additional cost not to exceed \$14,860.00.

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.

On March 10, 2020, Council approved HDR Engineering to complete Task 13 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 for a cost not to exceed \$47,100.00.

On June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation services for the detection of contaminants at an increased level for a cost not to exceed \$25,900.00.

On August 11, 2020, Council approved HDR Engineering to complete Task 15 for the CCR Groundwater Services-NDEE Meeting and Corrective Action for the NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report for a cost not to exceed \$35,600.00.

Task 16 is being presented for the CCR 2020 Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00.

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 Engineering, Inc., of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals program CCR Groundwater Services – Task 16 for a fee not to exceed \$13,310.00.

Sample Motion

Move to authorize HDR Engineering, Inc., of Omaha, Nebraska for providing Engineering Services for the Platte Generating Station CCR Groundwater Services –Task 16 for a fee not to exceed \$13,310.00.

TASK ORDER 16

This Task Order pertains to an Agreement by and between the City of Grand Island, NE (City), (“OWNER”), and HDR Engineering, Inc. (HDR), (“ENGINEER”), as attached Master Services, (“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: **16**

PROJECT NAME: **CCR 2020 Annual Inspection & Reports**

PART 1.0 PROJECT DESCRIPTION:

The intent of this Scope of Services is to conduct the annual inspection/report and annual coal combustion residuals (CCR) fugitive dust control report required by the Federal Disposal of Coal Combustion Residuals from Electric Utilities final rule (Federal CCR Rule) for the Platte Generating Station (PGS) Ash Landfill (CCR unit) at the Platte Generating Station in Grand Island, Nebraska. The City has also requested HDR to prepare the annual CCR generation and utilization report for the Nebraska Department of Environment and Energy (NDEE).

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 16-100 – CCR Landfill Annual Inspection

1. HDR will conduct an annual inspection for the CCR unit. As required by the Federal CCR rule, annual inspections are to be conducted to ensure that the design, construction, operation and maintenance of the CCR unit are consistent with recognized and generally accepted good engineering standards. The annual inspection will be conducted by a qualified professional engineer. Annual inspection will include:
 - Review of available information regarding status and condition of the CCR unit, including weekly inspections, previous annual inspection, and files available in the operating record.
 - Visual inspection to identify signs of distress or malfunction of unit and appurtenant structures.
2. HDR will prepare an annual inspection report for the CCR unit to identify and discuss findings of the inspection as well as discuss potential remedies for addressing any deficiencies discovered during the inspection. The inspection report will include observations of the following:
 - Any changes in geometry of the structure since the previous annual inspection.
 - Approximate volume of CCR contained in the unit at the time of the inspection.
 - Any appearances of actual or potential structural weakness of the CCR unit, in addition to any existing conditions that are disrupting or have the potential to disrupt the operation and safety of the CCR unit.
 - Any other change(s) which may have affected the stability or operation of the CCR unit since the previous annual inspection.
3. HDR will send a draft report (electronically) to the City for review and comment. City shall provide comments within ten calendar days. HDR will address comments and provide a final annual inspection report electronically.
4. HDR will provide the City a draft notification letter to NDEE on the availability of the annual inspection report as required by the Federal CCR rule (Section 257.106). The City will put the notification letter on City letterhead, sign and submit to NDEE.

Task Deliverables:

- Draft Annual Inspection Report
- Final Annual Inspection Report

- Draft notification letter for City use

Planned Meetings:

One (1) day site visit for annual inspection.

Key Understandings:

1. One site visit to Platte Generating Station will be conducted by one HDR professional for annual inspection. Site visit is anticipated to occur in December 2020 (i.e. should occur when minimal to no snow at the PGS Ash Landfill and date prior to the required deadline for this subsequent annual inspection report).
2. Discussion of potential remedies in the annual inspection report does not include evaluations or designs of features.
3. Annual Inspection Report and certification will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
4. The City will post the annual inspection report on their public CCR website and send notification letter to NDEE within 30 days of placement in the facility operating record.

Task Schedule:

Notice to Proceed	by November 2020
Annual inspection site visit	prior to December 18, 2020
Draft Annual Inspection Report	January 5, 2021
Final Annual Inspection Report	January 15, 2021
PE certification & draft notification letter	January 15, 2021
City place in facility operating record	no later than January 17, 2021
City post to CCR website/NDEE notification	within 30 days of placement in facility operating record

Task 16-200 – Annual CCR Fugitive Dust Control Report

1. HDR will review the amended CCR Fugitive Dust Control Plan (dated December 2019) and previous annual CCR fugitive dust control report. HDR will request and review documentation provided by the City on fugitive dust control measures taken at the Platte Generating Station since the last annual report (i.e., December 19, 2019). We will also review the weekly inspection reports for CCR fugitive dust and resulting actions. Documentation and input will be obtained from the City on the following for CCR rule compliance:
 - Description of the actions taken by the City to control CCR fugitive dust
 - Record of all citizen complaints
 - Summary of any corrective measures taken

HDR will review the documentation provided, discuss the control measures and corrective actions with the City to confirm the activities (via conference call), and incorporate the summary of information into the draft annual CCR Fugitive Dust Control Report. The draft annual report will be submitted to the City for review and comments.

2. HDR will incorporate City comments and finalize the Annual CCR Fugitive Dust Control Report for the PGS Ash Landfill.
3. HDR will draft the notification letter to NDEE on the availability of the annual CCR fugitive dust control report as required by the CCR rule (Section 257.106). The City will put on City letterhead, sign and submit to NDEE.

Task Deliverables:

- Draft CCR Fugitive Dust Control Report
- Final CCR Fugitive Dust Control Report
- Draft notification letter for City use

Planned Meetings: None. Communications will occur via emails and telephone calls.

Key Understandings:

1. HDR will utilize report format developed previously as starting basis for annual report.
2. Final report will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
3. The City will post the fugitive dust control report on their public CCR website and notify NDEE within 30 days of placement in the facility operating record.

Task Schedule:

Notice to Proceed	by November 2020
All Data Received from City	November 30, 2020
Draft Annual CCR Dust Control Report	December 7, 2020
Final Annual CCR Dust Control Report	December 19, 2020
City place in facility operating record	no later than December 19, 2020 (i.e. within 12 months from date of last report)
Draft notification letter	by December 24, 2020
City post to CCR website/NDEE notification	within 30 days of placement in facility operating record

Task 16-300 – Initial CCR Generation & Utilization Report

1. Pursuant to the NDEE Title 132 permit and special permit conditions, the NDEE requires the City to submit an annual report by January 15th of each year that summarizes the generation and utilization of fly ash, bottom ash, and scrubber ash for the previous 12 months. The report will also include the volume of bottom ash and scrubber ash that is currently in storage piles in the PGS Ash landfill.
2. HDR will summarize the 2020 CCR generation and utilization from the PGS by month in table format. We will prepare a technical memorandum describing the CCR quantities and trends. Volume information on CCR storage piles within the PGS Ash Landfill will be obtained from the CCR Annual Inspection Report (see Task 16-100). The draft memorandum will be submitted to the City for review and comments.
3. HDR will incorporate City comments and finalize the Annual CCR Generation & Utilization Report for the PGS Ash Landfill. HDR will submit the report to NDEE on behalf of the City.

Task Deliverables:

- Draft memorandum with CCR Generation & Utilization Report
- Final memorandum with CCR Generation & Utilization Report

Planned Meetings: None. Communications will occur via emails and telephone calls.

Key Understandings:

1. HDR will develop simple table and memorandum report format.
2. CCR data evaluation from Task 16-100 will be used for the table, supplemented with the December 2020 CCR quantities. City will provide the December 2020 data to HDR by January 4, 2021.
3. Final report will be provided in PDF format.

Task Schedule:

Notice to Proceed	by November 2020
All 2020 CCR Data received from City	January 4, 2021
Draft memorandum	January 8, 2021
Final memorandum	January 14, 2021
Submit to NDEE	by January 15, 2021

PART 3.0 OWNER'S RESPONSIBILITIES:

1. City will provide copies of all weekly inspections performed, maintenance and corrective actions that have occurred for the PGS Ash Landfill from December 2019 through December 2020. City will identify and make available files in the operating record of work orders, ash trucked out, and other data on the status and condition of the PGS Ash Landfill.
2. City will provide most recent survey and CCR quantities disposed in the existing PGS Ash Landfill since the last survey. Survey files from most recent survey should be provided in AutoCAD format and/or xml file. City will also provide recorded quantities of CCR disposed and removed for beneficial use through the date of the inspection.
3. City will provide monthly CCR generation and utilization quantities for fly ash, bottom ash and scrubber ash from January 1, 2020 through December 31, 2020.
4. City will provide access to the site and all structures and features related to the PGS Ash Landfill. City personnel may accompany HDR during the annual site inspection.
5. City will place the annual inspection report into the facilities' operating record by January 17, 2021. Within 30 days of such placement, City will post the report on the CCR website, and comply with submitting the notification requirements to the NDEE.
6. Any deficiencies or release identified during the annual inspection will be remedied by City as soon as possible. City will need to prepare the documentation detailing the corrective measures taken.
7. City will provide copies of the following information from December 2019 to December 2020:
 - Work orders or other record of the actions taken by the City to control CCR fugitive dust. This should include any periodic assessments performed by the City to assess the effectiveness of the control plan.
 - Record of all citizen complaints (available from the City's procedures to log citizen complaints).
 - Work orders or other record of any corrective measures taken to control CCR fugitive dust.
 - Identification of meetings (dates, agenda and/or minutes) where CCR fugitive dust control discussed.
8. City will place the Annual CCR Fugitive Dust Control Report in the facility operating record by December 19, 2020. Within 30 days of the placement, City will post the report on their CCR web site and submit notification to NDEE.

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 for each task is outlined within the tasks above.

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for these Services shall be on a per diem basis with an agreed maximum amount of Thirteen Thousand Three Hundred Ten dollars (\$13,310.00) without additional City authorization. The following table contains a breakdown of the estimated fee by task for this project.

Task Description		Estimated Total Fee
Task 16-100	CCR Landfill Annual Inspection	\$8,650
Task 16-200	Annual CCR Fugitive Dust Control Report	\$3,020
Task 16-300	Initial CCR Generation & Utilization Report	\$1,640
TOTALS		\$13,310

Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of 3.18 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, 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. No subcontractor is anticipated on these tasks.

This Task Order is executed this _____ day of _____, 2020.

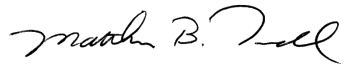
CITY OF GRAND ISLAND, NE

 "OWNER"

 BY: _____
 NAME: _____
 TITLE: _____
 ADDRESS: _____

HDR ENGINEERING, INC.

 "ENGINEER"

 BY: 

 NAME: Matthew B. Tondl

 TITLE: Senior Vice President

 ADDRESS: 1917 S. 67th Street

 Omaha, NE 68106

RESOLUTION 2020-227

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

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, on March 10, 2020, Council approved Task 13 for the CCR Groundwater Monitoring and Reporting which included 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.

WHEREAS, on June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation Services for the detection of contaminants at an increased level for a cost not to exceed \$25,900.00.

WHEREAS, on August 11, 2020, Council approved Task 15 for the CCR Groundwater Services – NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report at a cost not to exceed \$35,600.00; and

WHEREAS, Task 16 is being presented for the CCR Annual Landfill Inspection,

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney

Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00, and;

WHEREAS, the 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 Task 16 for the CCR Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not exceed \$13,310.00.

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 16 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$13,310.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-10

**#2020-228 - Approving Change Order #1 with Locke AMI for
Boiler Inspection and Repair - Spring, 2020**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 22, 2020

Subject: Boiler Inspection and Repair - Spring 2020 Change Order #1

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

Background

During the spring outage at Platte Generating Station, the turbine generator receives boiler inspections. The Spring 2020 outage was completed on May 7, 2020, during which time inspection and maintenance on the boiler was performed. The work on the boiler included hydro testing of the boiler with inspection for tube leaks and tube repairs, boiler tube alignment attachment repairs, and support for regenerative air heater inspection and repair. Plant engineering staff developed specifications issued for bids covering this scope of work. The bidders were also required to provide Time and Material contract rates for scope adjustments that would be based on actual conditions found upon inspecting the boiler.

The specification was issued for bid and the contract was awarded by Council to Locke AMI from Olathe, Kansas, in the amount of \$90,037.00 on January 28, 2020, per Resolution 2020-21.

Discussion

During the inspection, additional work was required above the base hours to make repairs for replacing tube shields and pad welding thinning tubes. The additional work was completed in accordance with the contracted time and materials. These additions and modifications to the work scope resulted in an additional \$8,027.85, for a final contract cost of \$98,064.85.

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 Locke AMI of Olathe, Kansas, for the Boiler Inspection and Repair – Spring 2020 for an addition of \$8,027.85 to the contract price, for a total contract price of \$98,064.85.

Sample Motion

Move to approve Change Order #1 from Locke AMI in the amount of \$8,027.85 for the Boiler Inspection and Repair – Spring 2020.

Boiler Inspection and Repair-Spring 2020

Comments: During the inspection, additional work was required above the base hours to make repairs for replacing tube shields and pad welding thinning tubes.

Contract: \$90,037.00

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Additional work required for tube shields/pad welding repairs	\$ 8,027.85
002		
003		
004		
005		
006		
007		
008		
009		
010		
011		
012		
013		
014		
015		
017		
018		
019		
020		
021		
023		
024		
028		
029		
030		
	Total	\$ 8,027.85

RESOLUTION 2020-228

WHEREAS, at the January 28, 2020 meeting, Council awarded the contract for Boiler Inspection and Repair – Spring 2020, to the Locke AMI of Olathe, Kansas in the amount of \$90,037.00; and

WHEREAS, during the inspection, additional work was required above the base hours to make repairs for replacing tube shields and pad welding thinning tubes; and

WHEREAS, the additional work was completed in accordance with the contracted time and materials; and

WHEREAS, these additions and modifications to the work scope resulted in an additional \$8,027.85, for a final contract cost of \$98,064.85.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 in the amount of \$8,027.85 to the contract for Boiler Inspection and Repair – Spring 2020, is approved and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 18, 2020	☒ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-11

**#2020-229 - Approving Final Plat and Subdivision Agreement for
Copper Creek 16th Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: September 22, 2020
Subject: Copper Creek Estates Sixteenth Subdivision – Final Plat
Presenter(s): Chad Naby, AICP, Regional Planning Director

Background

This property is located south of Old Potash Highway and east of Engleman Road in Grand Island, Nebraska. (27 lots, 4.086 acres). This property is zoned R2 – Low Density Residential with an application to change the zoning to R3-SL Medium Density Small Lot.. A tract of land consisting of part of the northwest quarter (NW ¼) of Section Twenty-Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.

Discussion

The final plat for Copper Creek Estates Sixteenth Subdivision were considered at the Regional Planning Commission at the September 2, 2020 meeting.

A motion was made by Maurer and second by Rubio to approve all items on the Copper Creek 16th Subdivision subject to the conditions approval of the rezoning.

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

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner
Guarantee Group LLC
PO BOX 5916
Grand Island, NE 68802

To create

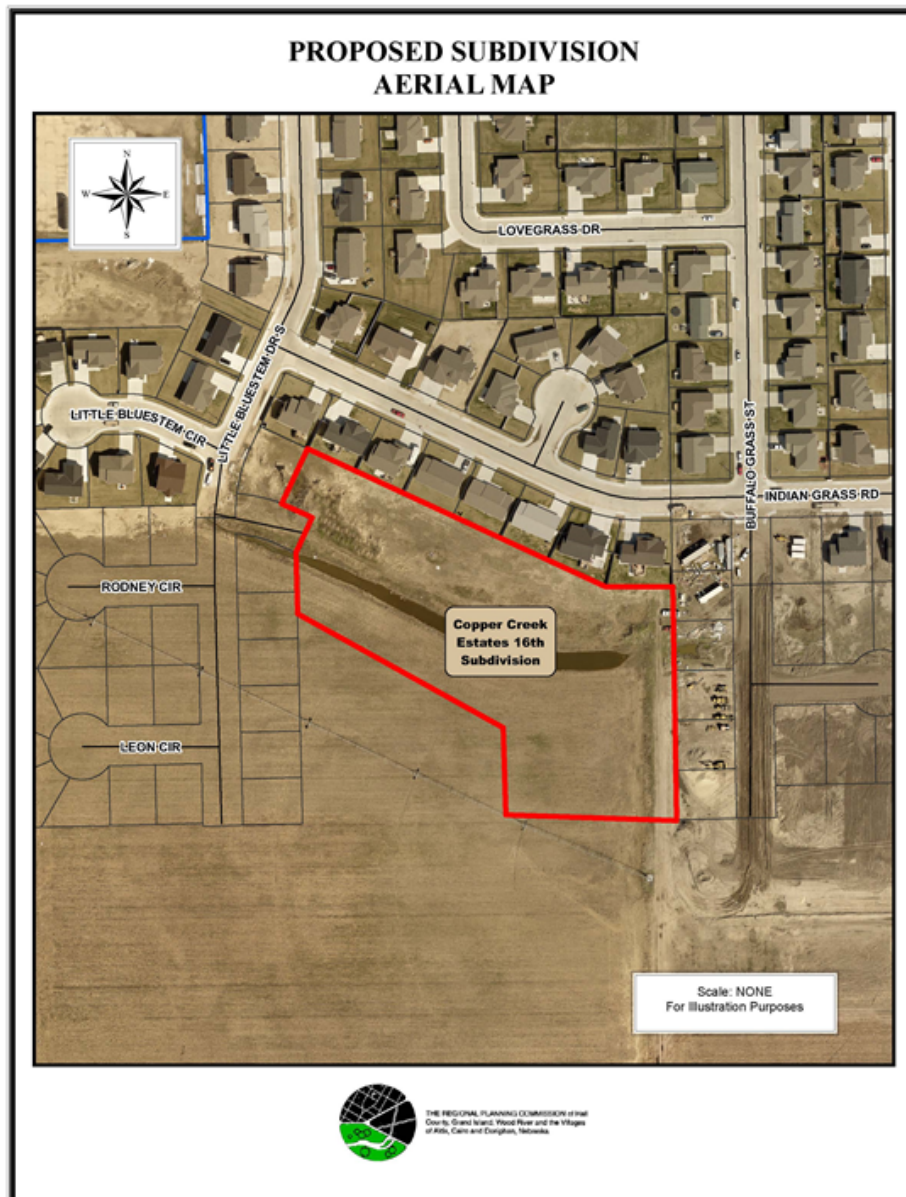
Size: Final Plat 27 lots, 4.086 Acres

Zoning: R3-SL Medium Density Small Lot Residential if approved

Road Access: All new streets will be 37 foot concrete curb and gutter.

Water Public: City water is available and will be extended to all lots.

Sewer Public: City sewer is available and will be extended to all lots.



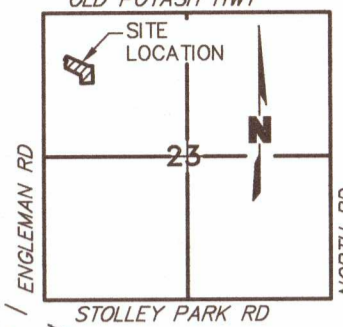
COPPER CREEK ESTATES SIXTEENTH SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

LOCATION MAP

SEC. 23-T11N-R10W
NOT TO SCALE
OLD POTASH HWY



LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (5/8" REBAR)
- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- SUBDIVISION LINE
- - - EXIST. DRAINAGE EASEMENT LINE
- - - EXIST. UTILITY EASEMENT LINE
- - - PROPOSED DRAINAGE EASEMENT LINE
- - - PROPOSED UTILITY EASEMENT LINE
- M MEASURED DISTANCE
- P1 PLATTED DISTANCE COPPER CREEK RODNEY LEON SUB
- P2 PLATTED DISTANCE COPPER CREEK ESTATES EIGHTH SUB
- P3 PLATTED DISTANCE COPPER CREEK ESTATES 13TH SUB

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF LOT 24, COPPER CREEK ESTATES EIGHTH SUBDIVISION, ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S65°08'44"E ALONG THE SOUTHWESTERLY LINE OF SAID COPPER CREEK ESTATES EIGHTH SUBDIVISION, A DISTANCE OF 500.06 FEET TO THE SOUTHWEST CORNER LOT 17, SAID COPPER CREEK ESTATES EIGHTH SUBDIVISION; THENCE N88°14'16"E A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE S00°54'44"E ALONG THE WEST LINE OF COPPER CREEK ESTATES 13TH SUBDIVISION, A DISTANCE OF 349.31 FEET TO THE SOUTHWEST CORNER OF LOT 5, COPPER CREEK ESTATES 13TH SUBDIVISION; THENCE S89°37'46"W A DISTANCE OF 253.27 FEET; THENCE N01°22'27"W, A DISTANCE OF 150.77 FEET; THENCE N64°58'48"W A DISTANCE OF 351.45 FEET TO A POINT BEING ON THE EAST LINE OF COPPER CREEK RODNEY LEON SUBDIVISION; THENCE N01°22'22"W A DISTANCE OF 101.41 FEET TO THE NORTHEAST CORNER LOT 24, SAID COPPER CREEK RODNEY LEON SUBDIVISION; THENCE N25°02'34"E A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF KENNETH DRIVE; THENCE N65°08'42"W ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 37.86 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 02°19'53", HAVING A RADIUS OF 300.00 FEET, AND CHORD BEARING N68°33'09"W A CHORD DISTANCE OF 12.21 FEET TO THE SOUTHEAST CORNER LOT 25, SAID COPPER CREEK RODNEY LEON SUBDIVISION; THENCE N25°02'34"E ALONG THE EAST LINE OF SAID LOT 25 A DISTANCE OF 91.05 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 177,998.25 SQUARE FEET OR 4.086 ACRES MORE OR LESS OF WHICH 0.931 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2020, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT THE GUARANTEE GROUP, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "COPPER CREEK ESTATES SIXTEENTH SUBDIVISION" IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA
THIS ____ DAY OF _____, 2020

SEAN P. O'CONNOR, A MEMBER
THE GUARANTEE GROUP, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 2020, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED SEAN P. O'CONNOR, A MEMBER, THE GUARANTEE GROUP, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

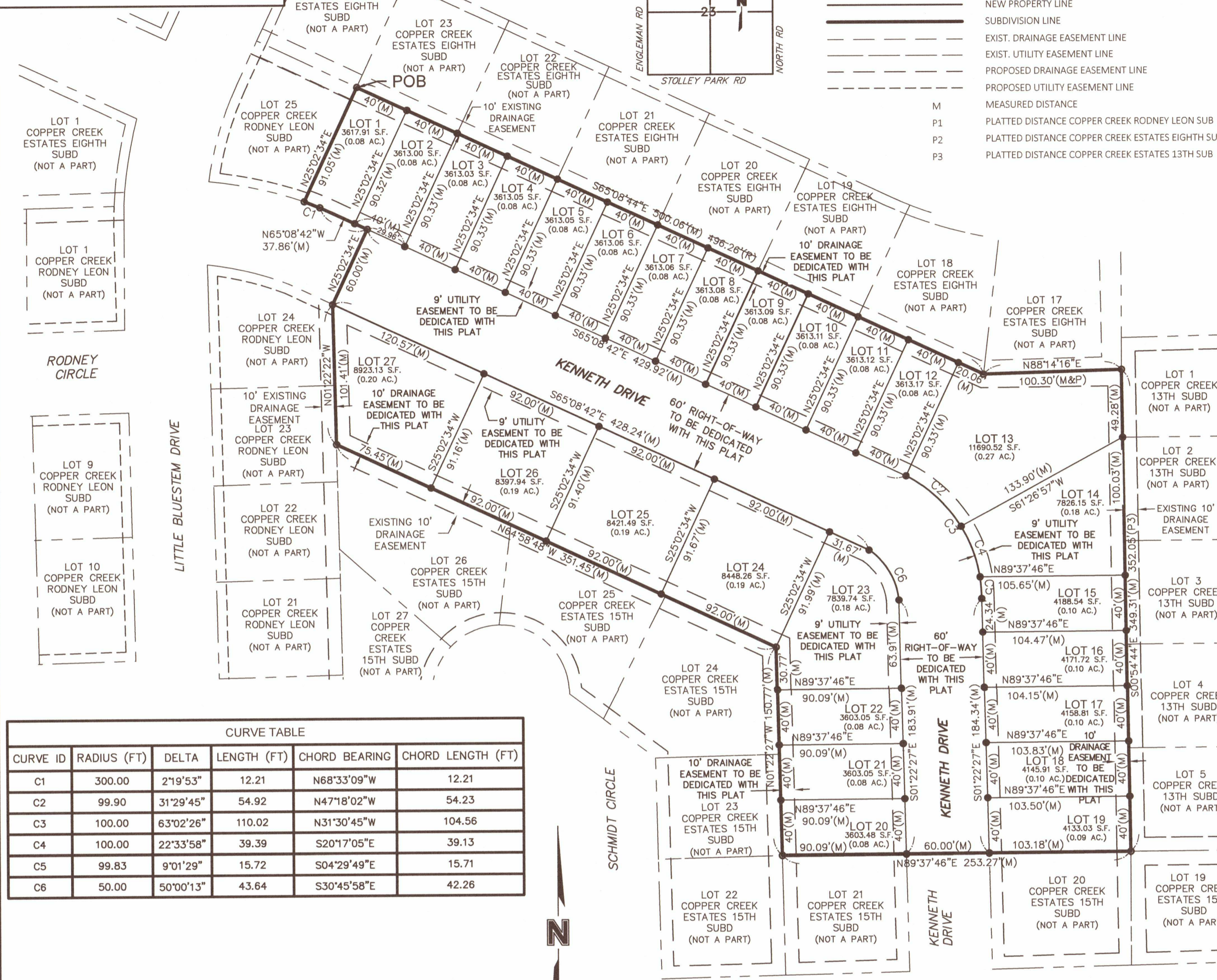
CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2020

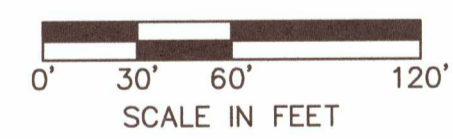
MAYOR _____

CITY CLERK _____



CURVE TABLE

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	300.00	2°19'53"	12.21	N68°33'09"W	12.21
C2	99.90	31°29'45"	54.92	N47°18'02"W	54.23
C3	100.00	63°02'26"	110.02	N31°30'45"W	104.56
C4	100.00	22°33'58"	39.39	S20°17'05"E	39.13
C5	99.83	9°01'29"	15.72	S04°29'49"E	15.71
C6	50.00	50°00'13"	43.64	S30°45'58"E	42.26



olsson
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2020-0378-A
GUARANTEE GROUP
SURVEY
FB

OWNERS: THE GUARANTEE GROUP, LLC
SUBDIVIDER: THE GUARANTEE GROUP, LLC
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 27

DWG: F:\2020\0001-0500\020-0378-A\40-Design\Survey\SRV\Sheets_V_FPT_COPPER_CREEK_ESTATES_16TH_0200378A.dwg
 DATE: Aug 14, 2020 1:00pm
 XREFS: v_xtpc.gim_80480 V_FPT_COPPER_CREEK_15TH_0180480 V_FPT_019-0415 V_XBASE_A200378_7-2-20
 USER: jjimenez PBASE_70270

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

COPPER CREEK ESTATES SIXTEENTH SUBDIVISION
(1 through 27 Inclusive)

In the City of Grand Island, Hall County Nebraska

The undersigned, GUARANTEE GROUP LCC hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF LOT 24, COPPER CREEK ESTATES EIGHTH SUBDIVISION, ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED S65°08'44"E ALONG THE SOUTHWESTERLY LINE OF SAID COPPER CREEK ESTATES EIGHTH SUBDIVISION, A DISTANCE OF 500.06 FEET TO THE SOUTHWEST CORNER LOT 17, SAID COPPER CREEK ESTATES EIGHTH SUBDIVISION; THENCE N88°14'16"E A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE S00°54'44"E ALONG THE WEST LINE OF COPPER CREEK ESTATES 13TH SUBDIVISION, GRAND ISLAND, NEBRASKA, A DISTANCE OF 349.29 FEET TO THE SOUTHWEST CORNER OF LOT 5,

COPPER CREEK ESTATES 13TH SUBDIVISION, GRAND ISLAND, NEBRASKA; THENCE S88°37'46"W A DISTANCE OF 253.27 FEET; THENCE N01°22'27"W 150.77 FEET; THENCE N64°58'48"W A DISTANCE OF 351.45 FEET TO A POINT BEING ON THE EAST LINE OF COPPER CREEK RODNEY LEON SUBDIVISION, GRAND ISLAND, NEBRASKA; THENCE N01°22'22"W A DISTANCE OF 101.41 FEET TO THE NORTHEAST CORNER LOT 24, SAID COPPER CREEK RODNEY LEON SUBDIVISION; THENCE N25°02'34"E A DISTANCE OF 60.00 FEET TO A POINT THE NORTH RIGHT-OF-WAY LINE OF GOLDENROD DRIVE; THENCE N65°08'42"W ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 37.86 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 02°19'53", HAVING A RADIUS OF 300.00 FEET, AND CHORD BEARING N68°33'09"W A DISTANCE OF 12.21 FEET TO THE SOUTHEAST CORNER LOT 25, SAID COPPER CREEK RODNEY LEON SUBDIVISION, THENCE N25°02'34"E ALONG THE EAST LINE OF SAID LOT 25 A DISTANCE OF 91.05 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 177,998.25 SQUARE FEET OR 4.086 ACRES MORE OR LESS OF WHICH 0.931 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as COPPER CREEK ESTATES SIXTEENTH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said COPPER CREEK ESTATES SIXTEENTH SUBDIVISION, the Subdivider hereby consents and agrees with the

City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to pave Kenneth Drive in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Kenneth Drive, the City may create a paving district to perform such work.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be

regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Kenneth Drive			NO

6. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Front Yard Setback.** The Subdivider shall maintain the required front yard setback along the entire street frontage of Kenneth Drive adjoining Lot 12. This clarification was added to the agreement because of the length and curve along this frontage to avoid confusion in the future

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the

seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as COPPER CREEK ESTATES SIXTEENTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2020.

GUARANTEE GROUP LLC., A
NEBRASKA LIMITED LIABILITY
COMPANY, Subdivider

By: _____
Sean P. O'Connor, A Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sean P. O'Connor, A Member of Guarantee Group, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Guarantee Group, L.L.C.

WITNESS my hand and notarial seal the date above written.

—

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

—

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020 before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2020-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2020-229

WHEREAS know all men by these presents, that the Guarantee Group, LLC, a Nebraska Limited Liability Company, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "COPPER CREEK ESTATES SIXTEENTH SUBDIVISION", A tract of land consisting of part of the northwest quarter (NW ¼) of Section twenty-three (23), Township eleven (11) north, range ten (10) west of the 6th P.M., in the jurisdiction of the City of Grand Island, Hall County Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of COPPER CREEK ESTATES SIXTEENTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 10, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-12

#2020-230 - Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2021 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Council Agenda Memo

From: Andres Gomez, MPO Program Manager

Meeting: September 22, 2020

Subject: Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2021 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Background

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which required the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450.

Discussion

The Nebraska Department of Transportation-Intermodal Planning Divison has drawn up Program Agreements with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2021. The agreement with the Department of Transportation is attached for reference.

The maximum Federal Transit Administration, Section 5305 Funding, is 80%, with a not to exceed amount of \$31,574.00 for FY 2021 (July 1, 2020 – June 30, 2021) eligible costs.

The local 20% funds would be the City's obligation not to exceed \$7,893.50 and can be part of inkind services (staff time & expenses).

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 authorizes the Mayor to sign the Fiscal Year 2021 Transit Transportation Planning Program agreement.

Sample Motion

Move to approve resolution authorizing the Mayor to sign the agreement.

AGREEMENT
BETWEEN
THE CITY OF GRAND ISLAND
AND THE
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as City) and the State of Nebraska, Department of Transportation (hereinafter referred to as the State). The purpose is to provide partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2020, as outlined in the FY21 Unified Planning Work Program (hereinafter referred to as Work Program) and attached to this Agreement.

Funding for GIAMPO's portion of transportation planning activities is shown in the Unified Planning Work Program (hereinafter referred to as Program). The maximum amount of cash support from the State under this Agreement is \$31,574 of 49 USC Section 5305(d) and (e) funds for Fiscal Year 2020. The Project funds referred to in this Agreement are subject to the enactment of final apportionment funding and the grant management requirements of the Federal Transit Administration Circular FTA C 5010.1D, Rev.1, August 27, 2012, and specifically, the Financial Management provisions contained in Chapter VI. The Federal Share of the Project funds will be from FTA Grant 2019-012-01, Catalog of Federal Domestic Assistance #20.505.

WHEREAS, the Federal transportation's legislation requires that a continuing, comprehensive transportation planning process be carried on cooperatively between State and local governments in urban areas of over 50,000 population; and

WHEREAS, City has agreed to establish and maintain a continuing comprehensive and cooperative transportation planning process in the Metropolitan Area on behalf of those governmental subdivisions; and

WHEREAS, City has been designated as the recipient agency for planning funds pursuant to the Federal Transportation Administration's legislation; and

WHEREAS, the Federal transportation's legislation requires the State to administer the 49 USC Section 5305 MPO Planning Funds for the Federal Transit Administration (FTA);

NOW, THEREFORE, in consideration of these facts the parties agree as follows:

I. SCOPE OF AGREEMENT

A. The work performance under the terms of this Agreement for City's transportation planning program will be in accordance with the City's FY 2021 Unified Planning Work Program included herewith as Attachment "C" and made a part of this Agreement.

B. City shall:

1. Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the Program.
2. Assign qualified City staff personnel as needed to execute City's portion of the Program.
3. Coordinate all transit planning activities conducted by the GIAMPO with other

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

transportation service providers in the area.

4. Arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the Program.

C. State shall:

1. Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by the State.

II. DURATION OF AGREEMENT

City and the State agree to perform their responsibilities as outlined in the Program within the time of this Agreement. The Agreement shall cover all work performed commencing with the fiscal year beginning July 1, 2020 and ending June 30, 2021.

III. PAYMENT

- A. The State agrees to pay for the services rendered by City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct and indirect costs in accordance with the applicable provisions of 23 CFR 172 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation System. Direct and indirect costs shall not exceed, in any event, thirty one thousand five hundred seventy four dollars (\$31,574) for costs incurred during fiscal year 2021.
- B. Payments will be made to City not more often than once each thirty (30) days, and shall be for services theretofore performed under this Agreement. City shall submit invoices within twenty (20) days following the end of the period covered by the account. The invoices or supplements thereto shall be the basis of payment pursuant hereto, and shall contain a statement of City 's estimate of the percentage of work completed and be signed by a responsible representative of City certifying that all of the items therein are true and correct for the work performed under the provisions of this Agreement. Payment shall be made subject to audit by duly authorized representatives of the State. The State upon receipt of the proper invoices will make every reasonable effort to provide payment to City within fifteen (15) calendar days thereafter.
- C. Payment for partial billings will be determined by multiplying the value of the percentage of work completed by 0.80. In no event may the total interim payments exceed eighty percent of the value of the total work completed and may not exceed \$31,574 for fiscal year 2021.
- D. City shall submit to the State a listing of all City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is understood that the salaries and expenses of the Chairperson of City, and the City Council will not

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

be reimbursable as direct costs to Program. It is agreed that employees of City whose time is directly assignable to the Program shall keep and sign a time record showing element of the Program, date and hours worked and title of position.

- E. It is understood that reimbursement for out-of-state, other than Nebraska, Iowa, and Kansas City, travel costs will not be requested by City unless written prior approval for such travel has been given by the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.

IV. CHANGES IN THE PROGRAM

- A. If, after consultation with the State, it is determined that changes to the Program are necessary, written approval by the State and the FTA shall be obtained.
- B. The parties to this Agreement agree to collaborate closely on the decisions affecting the composition, scope and duration of the work and those decisions shall receive the written approval of the State prior to proceeding with the Program.
- C. If, as the work progresses, major changes in the schedules, funding, scope, character or estimated total cost of the work to be performed is deemed necessary or desirable, adjustments for payment or modification in the performance of the work shall be submitted by supplemental agreement to the State for review and approval by the State and the FTA.

V. REPORTS

City shall prepare reports suitable for publication as indicated in the work program. A draft of each report shall be submitted to the State for review and approval. Upon final review and approval by the State, and the FTA, City will deliver a final report. Both draft and final reports can be transmitted electronically in a formatted file agreeable by the State.

VI. INSPECTION OF WORK

The State and authorized personnel of the FTA or any authorized representative of the Federal government shall at all times be accorded proper facilities for review and inspection of the work hereunder and shall at all times have access to the premises of all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the work hereunder.

VII. RECORDS

City shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the State, FTA or any authorized representative of the Federal government and shall permit extracts and copies thereof to be made, during the contract period and for three (3) years after the date of final payment.

VIII. AUDITS

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

City shall at all times afford a representative of the State, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require, shall produce and exhibit such books, accounts, documents and property as he may desire to inspect, and shall in all things aid him in the performance of his duties. Lincoln shall be responsible for meeting the audit requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Super Circular).

IX. OWNERSHIP OF DATA

Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

X. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of the State and FTA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FTA. However, if the State or FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the State or the Federal Transit Administration."
- D. In the event of failure of agreement between the State and City relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the non-concurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper had not been reviewed by the State.

XI. CLAIMS

City indemnifies, saves and holds harmless the State and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by City hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by City. It is further agreed that any and all employees of City and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by City shall not be considered employees of the State, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

XII. CONTRACTUAL SERVICES

All agreements for contractual services pertinent to the Program and subject to partial reimbursement under this Agreement shall be submitted to the State for review and prior to final execution shall have been approved in writing by the State. City intends to provide the services pertinent to the Program with its own personnel. It is understood, however, that not less than fifty percent (50%) of such work will be performed with City personnel and/or by subcontract with other public agencies.

XIII. CANCELLATION

The State reserves the right to cancel this Agreement at any time it deems it to be in the best interest of the State upon giving thirty (30) days written notice of such cancellation to City. If the contract is cancelled under this provision, the State shall reimburse City for all expenses incurred and work completed to the date of cancellation.

XIV. LIMITATIONS OF LAW

It is mutually understood between the parties that the final authority in highway matters now vested in the State by federal and state statutory and case law shall not be affected by this Agreement.

XV. NONDISCRIMINATION

City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126 (Reissue 2010); and all regulations
City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Attachment "A" attached hereto and hereby made a part of this agreement.

XVI. TITLE VI

As the State is the recipient of the FTA Section 5305 funds and extends FTA financial assistance to City to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. and related provisions in regulation, the State shall provide assistance to City in complying with the general reporting requirements and shall monitor Lincoln's compliance with Title VI (as outlined in Circular 4702.1B, Chapter III, 3, 10 and 11 and Appendix K). If City subcontracts any of its metropolitan planning organization activities that the State provides the FTA Section 5303 funds for these activities, these Title VI provisions shall extend to the subcontracts.

XVII. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

XVIII. LOBBYING CERTIFICATION

City agrees to abide by the provisions of the Federal Lobbying Certification. "Certification for grants, loans, and cooperative agreements" is included herewith as Attachment "B" and made a part of this agreement.

XIX. EQUIPMENT

- A. The State agrees to participate in the cost of specialized items of equipment, not of a nature normally used or required in the regular administrative or engineering operations of City, which items are required for, and will be used primarily on work incident to this Agreement, and the cost of which is considered reasonable.
- B. City agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.
- C. City agrees to obtain the approval of the State and of the FTA prior to the purchase of an item of equipment of the type described above in Paragraph A.

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

EXECUTED by City this _____ day of _____ 2020.

City of Grand Island

EXECUTED by the State this _____ day of _____ 2020.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Jodi Gibson, Manager
Local Assistance Division

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

NONDISCRIMINATION CLAUSES

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

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or

City of Grand Island
DUNS # 040919607
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Section 5305 – FTA Planning

- (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning

CERTIFICATION REGARDING LOBBYING
Certification for Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any Federal 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 as amended by "Government wide Guidance for New Restrictions on Lobbying."

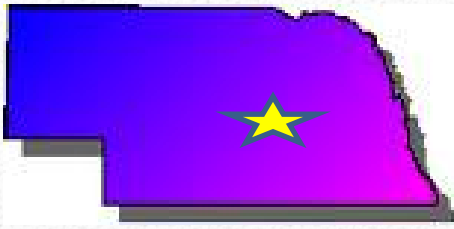
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Certified by the City of Grand Island this _____ day of _____ 2020.

City of Grand Island

City of Grand Island
DUNS # 040919607
Project No. C990(021) CN 00546Y
Section 5305 – FTA Planning



Grand Island Area Metropolitan Planning Organization (GIAMPO)

FY 2021 Unified Planning Work Program

The preparation of this document has been financed in part through funds from the Federal Highway Administration, Federal Transit Administration, the U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23 U.S. Code, and Nebraska Department of Transportation. The contents of this document do not necessary reflect the official views or policy of the U.S. Department of Transportation.

APPROVED ON MAY 26, 2021 BY THE GIAMPO POLICY BOARD (RESOLUTION 2020-3)

**Grand Island Area Metropolitan Planning Organization (GIAMPO)
Unified Planning Work Program for Fiscal Year 2021**

Policy Board Members

Chair – Roger G. Steele

Vice-Chair – Gary Quandt

MPO Director/Secretary – John Collins

Grand Island Mayor: Roger G. Steele

Grand Island City Council Members: Mitch Nickerson, Julie Hehnke, Clay Schutz

Hall County Board of Supervisors Members: Ron Peterson, Gary Quandt

Hall County Regional Planning Commission Chairperson: Pat O’Neill

Nebraska Department of Transportation Director: Kyle Schneweis

Ex-Officio (non-voting) Members include:

FHWA Nebraska Division Administrator: Joseph Werning

FTA Region VII Administrator: Mokhtee Ahmad

Approved Ex-Officio (non-voting) Other Members:

City of Grand Island: Jerom Janulewicz, John Collins, Keith Kurz, Chad Nabity

Nebraska Department of Transportation: Craig Wacker, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

Chair – Chad Nabity

Vice Chair – Steve Riehle

MPO Director/Secretary – John Collins

Grand Island Public Works Director: John Collins

Grand Island City Administrator: Jerome Janulewicz

Grand Island Manager of Engineering Services: Keith Kurz

Grand Island Transit Program Manager: Charley Falmlen

Hall County Regional Planning Director: Chad Nabity

Hall County Public Works Director: Steve Riehle

NDOT Intermodal Planning Division Manager or designee: Ryan Huff

NDOT District Four Engineer: Wes Wahlgren

Merrick County Public Works Director or Highway Superintendent: Mike Meyer

One representative from the Village of Alda: Ramona Schafer

The Board of the Central Nebraska Regional Airport may appoint one representative: Mike Olson

Ex-Officio (non-voting) Members:

FHWA Nebraska Division Transportation Planner or designee: Justin Luther

FTA Region VII Transportation Planner or designee: Mark Bechtel, Logan Daniels, Daniel Nguyen

NDOT Local Projects Division Urban Engineer: Jodi Gibson

Grand Island Finance Director: Patrick Brown

Grand Island Street Superintendent: Shannon Callahan

One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the Policy Board as needed: Sara Thompson Cassidy, Bentley Tomlin

One representative from the Grand Island Area Chamber of Commerce: Cindy Johnson

One representative from the Grand Island Area Economic Development Corporation: Mary Berlie

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General Acronyms

ADA	Americans with Disabilities Act
AICP	American Institute of Certified Planners
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
CFR	Code of Federal Regulations
DOT	Department of Transportation
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIAMPO	Grand Island Area Metropolitan Planning Organization
GIS	Geographical Information System
HPMS	Highway Performance Management System
LEP	Limited English Proficiency
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
NDOT	Nebraska Department of Transportation
ONE DOT	Federal Highway Administration and Federal Transit Administration
PEA	Planning Emphasis Areas
PPP	Public Participation Plan
TAC	Technical Advisory Committee
TDM	Travel Demand Model

TIP Transportation Improvement Program
UPWP Unified Planning Work Program
3-C Continuing, Cooperative, and Comprehensive

Introduction

What is the UPWP?

The purpose of the Unified Planning Work Program (UPWP) is to provide the citizens of the Grand Island Area Metropolitan Planning Organization (GIAMPO) and all partnering governing bodies with an outline of the Metropolitan Planning Organization's (MPO) planned work activities for fiscal year 2021 (July 1, 2020 to June 30, 2021). The UPWP is a budget document prepared annually, and it may be amended by the GIAMPO Policy Board as priorities and activities change.

The UPWP provides guidance and serves as a management mechanism for scheduling, budgeting, and evaluating the planning activities of GIAMPO. The UPWP defines the major administrative and technical work elements for a specific planning year and identifies the major sources of funding for these projects. The primary purpose of the UPWP is to ensure adherence to/compliance with provisions of 23 CFR 450. The UPWP guides GIAMPO in completing the work elements that lead to the development and implementation of the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The work elements defined in the UPWP are reviewed and approved by GIAMPO, ONE DOT (Federal Highway Administration and Federal Transit Administration), and the Nebraska Department of Transportation (NDOT) who in turn have designated the City of Grand Island as the contracting agent responsible for administering and performing these elements approved within the program.

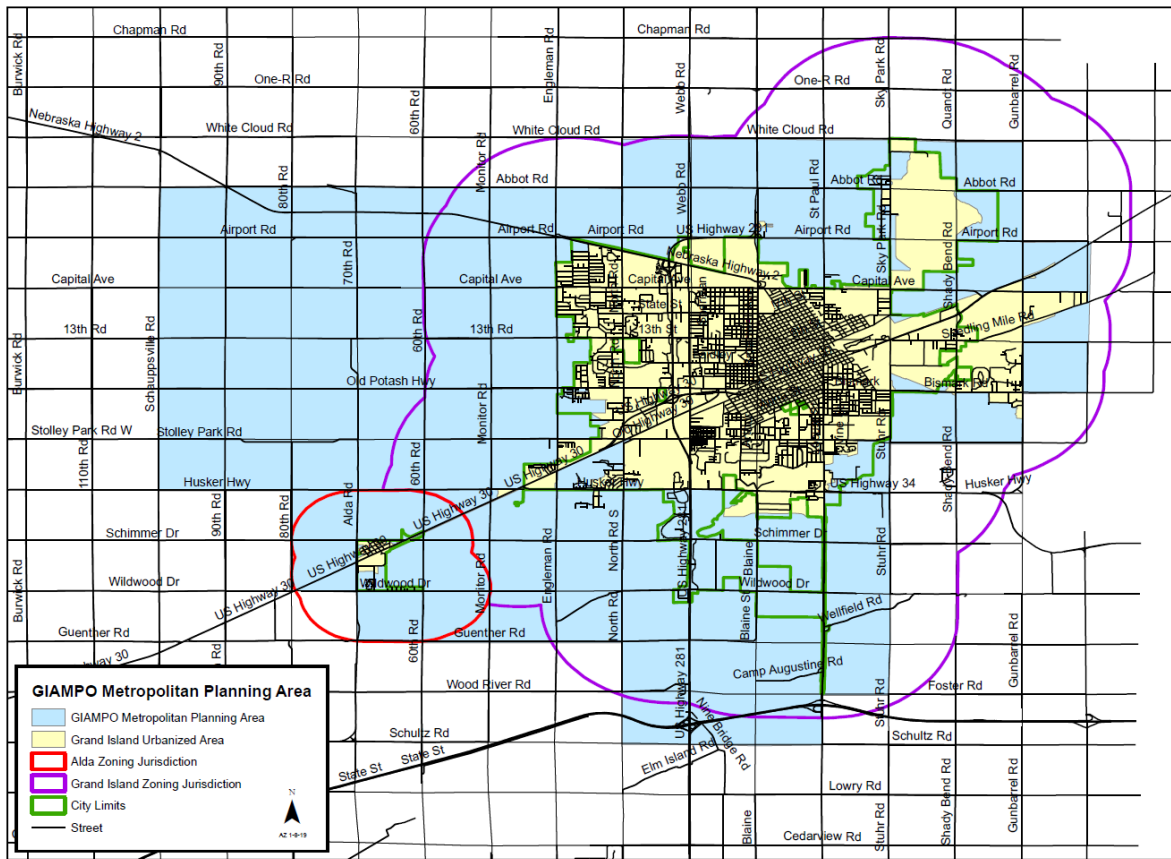
What is GIAMPO?

The Grand Island Area Metropolitan Planning Organization (GIAMPO) is the federally required Metropolitan Planning Organization (MPO) to carry out the Continuing, Cooperative, and Comprehensive (3-C) transportation planning process for the Grand Island metropolitan region. Responsibilities of GIAMPO include, but are not limited to:

- Providing the forum for local decision-making on transportation issues of a regional nature.
- Encouraging and seeking public involvement throughout the planning and development of the area's transportation plans and programs.
- Facilitating the development of all planning elements for the Metropolitan Planning Area
- Submitting transportation planning documents to the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and NDOT.

GIAMPO is responsible for transportation planning activities within a geographic area identified as the Metropolitan Planning Area (MPA). GIAMPO's MPA is comprised of the City of Grand Island, Village of Alda, portions of Hall County, and a portion of west Merrick County. The MPA is shown in **Figure 1**.

Figure 1 – GIAMPO Metropolitan Planning Area (MPA)



GIAMPO’s structure is formed by two designated committees – Policy Board and Technical Advisory Committee (TAC). GIAMPO staff provides support to these committees.

Policy Board

The Policy Board is the governing body of GIAMPO. It is comprised of mostly elected officials that establish the overall policy direction for GIAMPO’s planning activities. The Policy Board has the final responsibility of these activities, and it approves the MPO work products such as the UPWP, LRTP, and TIP.

Technical Advisory Committee

The Technical Advisory Committee (TAC) is a staff-level committee, which advises the Policy Board on technical matters related to MPO work products, transportation policies, and other technical studies and plans considered by GIAMPO. The TAC can establish subcommittees to provide technical and recommendations to them on transportation-related projects or issues. In 2016, a Non-Motorized subcommittee was created to act as the advisory body to the TAC on the development of the GIAMPO Bicycle and Pedestrian Master Plan.

Staff

The GIAMPO staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a MPO Program Manager supported by the Director of Public Works/City Engineer and the Public Works staff in conjunction with the Director of the Hall County Regional Planning Department, and administrative staff.

MPO FY 2020 Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months	Est. Hours
Professional Staff (MPO Program Manager) - Direct	11.08	1,920
Administrative Staff (Administrative Coordinator) - Direct	0.14	25

Federal Requirements for Transportation Planning

The *Fixing America's Surface Transportation Act* or "FAST Act", became law on December 4, 2015, and continues the Metropolitan Planning program. This program continues the federal requirement of the metropolitan transportation planning process to be continuous, cooperative, and comprehensive. The FAST Act includes ten (10) factors required for consideration in the planning process. The UPWP includes work activities to be accomplished over fiscal year 2020 which will address these factors. The ten (10) factors are the following:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility options available to people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

Planning Emphasis Areas

The FHWA and FTA have jointly issued Planning Emphasis Areas (PEAs) for federal fiscal year 2016 that are planning areas the MPOs and State Departments of Transportation (DOTs) are to address as they develop their planning work programs. Listed here are the three strategic objectives for surface transportation that highlight current transportation planning regulations.

Transition to Performance Based Planning and Programming – This is the implementation of a performance management approach to transportation planning and programming.

Promote Cooperation and Coordination across Transit Agency, MPO, and State Jurisdictions – This is to be a coordinated approach with State DOTs, MPOs, and providers of public planning to improve the effectiveness of transportation decision-making that better supports common goals.

Access to Essential Services (Ladders of Opportunity) – The transportation planning process is used to develop and implement analytical methods that identify gaps in the connectivity of the transportation system and develop infrastructure and operational solutions that provide adequate access to essential services.

FY 2020 GIAMPO Accomplishments

The items listed below are the major activities completed during the previous fiscal year:

- Approved amendments and/or administrative modifications to the Long Range Transportation Plan and FY 2019 Unified Planning Work Program
- Adopted the FY 2021-2025 Transportation Improvement Program and FY 2021 Unified Planning Work Program for the GIAMPO Metropolitan Planning Area
- Adopted the MPO targets for CY 2018-2021 NHS pavement and bridge condition performance measures, CY 2018-2021 NHS travel time reliability and freight reliability performance measures, and CY 2020 safety performance measures
- Initiated the process to update the Travel Demand Model and Long Range Transportation Plan
- Prepared a “DRAFT” Limited English Proficiency Plan
- Continued development and maintenance of planning data repository/GIS datasets

MPO FY 2021 Work Elements

The following pages detail the work elements that GIAMPO will undertake in FY 2021. These elements are divided into Unified Planning Work Program, Transportation Improvement Program, Public Participation Plan, Short Range Planning Activities, Long Range Transportation Plan, Transit Planning, and Administration/System Management.

Element A - Unified Planning Work Program (UPWP)

Purpose:

Develop and maintain the annual UPWP and budget

Previous Work:

- Monitored and maintained the FY 2020 UPWP
- Developed the FY 2021 UPWP
- Prepared quarterly progress reports and reimbursement requests to NDOT

Activities:

- Maintain the FY 2021 UPWP and budget, and amend the work program and budget through amendments or administrative modifications as needed
- Manage the GIAMPO funding streams and track the status of the UPWP budget and activities
- Prepare quarterly progress reports that document activities accomplished and associated with the UPWP work elements
- Prepare and submit quarterly reimbursement requests to NDOT
- Coordinate GIAMPO’s annual budget with the City of Grand Island’s annual budget
- Maintain the annual FHWA PL grant contract and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities
- Prepare a “DRAFT” FY 2022 UPWP and budget
- Finalize and adopt the FY 2022 UPWP and budget

Work Products:

- Monitoring the FY 2021 UPWP and budget
- Quarterly progress reports and reimbursement requests
- Amendments and administration modifications to the FY 2021 UPWP as needed

- Annual "DRAFT" FY 2022 UPWP
- Annual "FINAL" FY 2022 UPWP

Budget - 200 MPO Program Manager Hours	Costs	Schedule
Quarterly Progress Reports and Reimbursement Requests	\$ 2,476.40	Quarterly
FY 2021 UPWP Amendments/Admin Modifications	\$ 1,857.30	Ongoing
"DRAFT" FY 2022 UPWP	\$ 5,571.90	3 rd /4 th Quarters
"FINAL" FY 2022 UPWP	\$ 1,238.20	4 th Quarter
Other Activities (i.e. manage funding streams and budget)	\$ 1,238.20	Ongoing
Other Direct	\$ 0.00	
Total Budget	\$ 12,382.00	

Element B - Transportation Improvement Program (TIP)

Purpose:

Develop, maintain, and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects.

Previous Work:

- Monitored and maintained the FY 2020-2024 TIP
- Developed the FY 2021-2025 TIP
- Prepared the Annual Listing of Federally Obligated Projects for FY 2019

Activities:

- Develop the Annual Listing of Federally Obligated Projects for FY 2020
- Work with the City of Grand Island staff in developing the City's one and six street improvement plan for 2021
- Monitor the status of projects in the FY 2021-2025 TIP
- Maintain, revise, and amend the FY 2021-2025 TIP through amendments and administrative modifications as needed
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation
- Coordinate with planning partners regarding TIP activities
- Prepare the "DRAFT" FY 2022-2026 TIP, which includes the self-certification of the MPO Planning Process
- Finalize and adopt the FY 2022-2026 TIP

Work Products:

- Annual Listing of Federally Obligated Projects for FY 2020
- Amendments and administrative modifications to the FY 2021-2025 TIP as needed
- "DRAFT" FY 2022-2026 TIP
- "FINAL" FY 2022-2026 TIP

Budget - 175 MPO Program Manager Hours	Costs	Schedule
Annual Listing of Federally Obligated Projects for FY 2020	\$ 541.71	2 nd Quarter
FY 2021-2025 TIP Amendments/Admin Modifications	\$ 1,083.43	Ongoing
Grand Island's 1 and 6 Year Street Improvement Plan	\$ 1,083.43	2 nd Quarter

“DRAFT” FY 2022-2026 TIP	\$ 5,417.13	3 rd /4 th Quarters
“FINAL” FY 2022-2026 TIP	\$ 1,625.14	4 th Quarter
Other Activities (i.e. monitor the FY 2021-2025 TIP)	\$ 1,083.43	Ongoing
Other Direct	\$ 0.00	
Total Budget	\$ 10,834.25	

Element C - Public Participation Plan (PPP)

Purpose:

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

Previous Work:

- Continued making updates and enhancements to the GIAMPO website
- Published notices for meetings and/or public comment periods of MPO work products
- Conducted public comment periods for MPO work products
- Prepared a “DRAFT” Limited English Proficiency (LEP) Plan, which comprised a Limited English Proficiency analysis and Environmental Justice analysis

Activities:

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, GITV, and public speaking engagements with civic groups, as requested.
- Develop publications (i.e. pamphlets, handouts, brochures) about the MPO planning process and products as needed
- The GIAMPO website will be maintained and updated for meeting notices, agendas, and/or minutes, and other information regarding transportation planning activities that affect the region.
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities
- Attend public information meetings for transportation improvement projects and/or studies (as needed)
- Conduct public comment periods for MPO work products (i.e. UPWP and TIP)
- Publish notices for meetings and/or public comment periods of MPO work products (i.e. UPWP and TIP)
- Maintain the GIAMPO stakeholder contact list
- Amend and revise the current Public Participation Plan as needed
- Maintain the Title VI Implementation Plan
- Finalize and adopt the Limited English Proficiency Plan
- Prepare a “DRAFT” Public Participation Plan Update

Work Products

- Continue to update GIAMPO website
- Continue to update social media sites
- Amendments/administrative modifications to the current Public Participation Plan as needed
- “FINAL” Limited English Proficiency Plan
- “DRAFT” Public Participation Plan Update

Budget - 150 MPO Program Manager Hours	Costs	Schedule
Title VI Mitigation/Assessment, including LEP Plan	\$ 1,857.30	Ongoing
Current PPP Review	\$ 928.65	Ongoing
“DRAFT” PPP Update	\$ 2,785.95	3 rd /4 th Quarters
Website Development/Maintenance	\$ 1,857.30	Ongoing

MPO Education	\$ 928.65	Ongoing
Other Activities (i.e. public notices)	\$ 928.65	Ongoing
Other Direct (i.e. advertising)	<u>\$ 1,500.00</u>	
Total Budget	\$ 10,786.50	

Element D - Short Range Planning

Purpose:

Carry out ongoing short range planning activities like mapping, data collection and maintenance, highway functional classification, and performance measures.

Previous Work:

- Adopted the MPO targets for CY 2020 safety performance measures
- Data interpretation
- Compiled data for GIAMPO planning area
- Developed a dataset for the City Geographic System (GIS) relating to crash data for 2018
- Prepared maps for FY 2021-2025 TIP
- Started collecting bicycle and pedestrians counts on multi-use trails

Activities:

- Coordinate with NDOT and other agencies in obtaining data for the GIAMPO planning area
- Continue to develop or maintain a planning data repository for the GIAMPO planning area (i.e. demographics, socioeconomic, traffic counts, crashes)
- Work with City of Grand Island's GIS Coordinator to develop and/or update datasets for the City Geographical Information System (GIS) including roads, sidewalks, bicycle routes, trails, traffic counts, crashes, etc.
- Assist NDOT in Highway Performance Management System (HPMS) data collection (i.e. traffic data collection)
- Provide technical assistance to local and state jurisdictions for their transportation projects as needed
- Perform the following activities relating to performance measures:
 - Develop or update performance measures and targets in coordination with FHWA, FTA, and NDOT relating to safety, pavement and bridge condition, system performance, and freight
 - Conduct data collection and analysis related to transportation performance measures
- Work with City of Grand Island's GIS Coordinator to prepare maps for analysis, presentation, and MPO work products
- Collect bicycle and pedestrian counts on multi-use trails and/or sidepaths
- Assist the City of Grand Island staff with preparing grant applications via the Recreational Trails Program and Set Aside from ST Block Grant Program
- Review and update the Highway Function Classification System in coordination with NDOT as needed

Work Products

- Performance measures and targets
- Planning data repository/GIS datasets
- Purchase of vehicle traffic counting equipment and supplies
- Purchase of bicycle and pedestrian traffic counting equipment and supplies

<u>Budget - 235 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
Performance Measures	\$ 2,909.77	Ongoing
Data Collection	\$ 2,909.77	Ongoing

Planning Database Repository/GIS Datasets and Mapping	\$ 5,092.10	Ongoing
Other Activities (i.e. grant preparation)	\$ 3,637.21	Ongoing
Other Direct (vehicle and bike/ped traffic counting equipment and supplies)	\$ 500.00	
Total Budget	\$ 15,048.85	

Element E - Long Range Transportation Plan (LRTP)

Purpose:

Implement and maintain the LRTP with regards to the intent and requirements of the FAST Act and guidance by the FHWA, FTA, and NDOT. This work element will support transportation activities recommended by the LRTP that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods.

Previous Work:

- Reviewed TIP projects to ensure that TIP was consistent with the current LRTP
- Amended and revised the current LRTP
- Initiated the process of updating the Travel Demand Model for the LRTP Update
- Started working on the LRTP, Travel Demand Model, and Public Engagement

Activities:

- Amend and/or revise the current LRTP as necessary
- Revisions to the GIAMPO Bicycle and Pedestrian Master Plan as needed
- Maintain and refine the current regional travel demand model as needed
- Analyze socioeconomic changes and land use proposals since the adoption of current LRTP
- Continue updating the Travel Demand Model for the LRTP Update, which include activities such as updating and enhancing the baseline model and developing model runs for the base year network and future years networks
- Continue the update of the LRTP, which includes activities such as data collection, reviewing and updating the goals, objectives, and performance measures, evaluating the existing transportation system’s condition/performance, assessing future conditions and identifying emerging issues, identifying investment priorities, policies, and strategies, developing a financial plan, and conducting public involvement and stakeholder outreach in the LRTP update process
- Coordinate FAST Act performance measures with FHWA, FTA, and NDOT and continue working on the performance monitoring and reporting required by the FAST Act for inclusion with the current LRTP and the LRTP Update
- Assist NDOT with statewide Long Range Transportation Plan and Freight Plan as needed

Work Products:

- Current LRTP amendments and/or revisions
- Current Travel Demand Model maintenance
- Adopt the 2045 LRTP

Budget - 595 MPO Program Manager Hours	Costs	Schedule
Amendment and/or Revisions to the Current LRTP	\$ 7,367.29	Ongoing
Travel Demand Model & LRTP Update – GIAMPO Staff	\$ 27,627.34	Ongoing
Other Activities (i.e. NDOT LRTP)	\$ 1,841.82	Ongoing
Travel Demand Model and LRTP Update – Professional Services	\$ 87,613.38	Ongoing

Other Direct	\$ 0.00
Total Budget	\$124,449.83

Element F - Transit Planning

Purpose:

This work element will conduct and coordinate the planning activities of the City Transit Program to meet applicable federal, state, and municipal requirements.

Previous Work:

- Prepared transit elements for the FY 2020 UPWP and FY 2021-2025 TIP
- Reviewed the draft version of the Title VI Plan and ADA Policy Guide for the City of Grand Island Transit Program
- Coordinated a transit-related administrative modification to the FY 2018-2022 TIP
- Began evaluating the historical ridership data for the Grand Island urbanized area
- Reviewed the Request for Proposals for a Public Transit Provider for the City of Grand Island and participated on the proposals review committee

Activities:

- Prepare transit elements for the FY 2022 UPWP and FY 2022-2026 TIP
- Coordinate transit-related amendments/revisions to the FY 2021 UPWP, FY 2021-2025 TIP, and current LRTP as needed
- Perform the following activities relating to performance measures:
 - Establish or update performance measures and targets in coordination with FTA, NDOT, and the City of Grand Island relating to transit asset management
 - Conduct data collection and analysis related to transit performance measures
- Evaluate and track transit services and activities (i.e. identify gaps, monitor ridership)
- Support the development of the LRTP Update
- Maintain the annual FTA Section 5305 grant contract and any subsequent amendments
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Transit Institute
 - FTA
 - NDOT
- Prepare for and/or attend relevant transit-related meetings
- Provide support to FTA grants for transit services in the Grand Island urbanized area
- Prepare quarterly progress reports and reimbursement requests (transit-related) to NDOT
- Assist the City of Grand Island Transit Program with the implementation of the fiscally constrained plan from the Regional Transit Needs Assessment and Feasibility Study

Work Products:

- Performance measures and targets
- Transit elements of the FY 2022 UPWP and FY 2022-2026 TIP

Budget - 175 MPO Program Manager Hours	Costs	Schedule
Performance Measures	\$ 541.71	4 th Quarter
Transit Elements of UPWP and TIP	\$ 2,708.56	3 rd /4 th Quarters

Data Collection and Analysis	\$ 3,791.99	Ongoing
Other Activities (i.e. transit-relating meetings)	\$ 3,791.99	Ongoing
Other Direct (Travel, Training, Misc.)	<u>\$ 1,000.00</u>	Ongoing
Total Budget	\$ 11,834.25	

Element G - Administration/System Management

Purpose:

Carry out the administrative duties of the MPO. Activities include organizing meetings, producing agenda, minutes, committee support, coordination of agencies, and the general administration of the MPO. In addition, attend various meetings, conferences, workshops and training.

Previous Work:

- Held Policy Board and TAC meetings, including preparing agendas, minutes, and supporting documents
- Held Non-Motorized Subcommittee meetings, including preparing agendas and supporting documents
- Set meeting schedules for the Policy Board and TAC for calendar year 2020
- Held monthly GIAMPO staff meetings, including preparing agendas and supporting documents
- Attended the Grand Island Resiliency Committee meetings
- Attended the Local Continuum of Care meetings
- Attended Railside Economic Vitality Committee meetings

Activities:

- Support the Policy Board and TAC, which includes the following detailed activities and all other related activities:
 - Develop, compile, and distribute meeting packets, including agendas, staff reports, and any additional information
 - Prepare presentations for meetings as needed
 - Record and transcribe meeting minutes
 - Provide training for new Policy Board and TAC members as needed
 - Maintain Policy Board and TAC bylaws
 - Maintain membership and contact lists
- Support the Non-Motorized Subcommittee (TAC subcommittee), which includes the following detailed activities and all other related activities:
 - Develop and distribute meeting agendas and other information
 - Prepare presentations for meetings as needed
 - Maintain membership and contacts
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Highway Institute
 - FHWA
 - NDOT
 - Nebraska Chapter of American Planning Association annual conference and other workshops
 - Nebraska Chapter of American Planning Association Fall Symposium
 - Association of Metropolitan Planning Organizations
- Prepare for and/or attend relevant transportation-related meetings that include; but not limited to:
 - GIAMPO staff meetings
 - MPO Coordination meetings
 - NDOT-related meetings
 - Attend the Grand Island Resiliency Committee meetings

- Attend the Grand Island Livable Community Core Team meetings
- Complete timesheets to include with quarterly reimbursement requests
- Prepare for and/or attend employee-related activities such as performance evaluation, work benefits, etc.
- Perform other administrative duties such as maintaining GIAMPO-related records, providing GIAMPO-related documents to the City of Grand Island Finance Department for the annual city audit, updating agreements as needed, etc.
- Purchase TransCAD technical support and software maintenance for a period of one year

Work Products:

- Meeting agendas, minutes, support documents, and/or presentations for Policy Board, TAC, and Non-Motorized Subcommittee
- General Administration of the established 3-C Transportation Planning Process for GIAMPO. This includes attending educational opportunities, transportation-related meetings, and employee-related activities.

Budget - 415 MPO Program Manager/Admin Staff Hours	Costs	Schedule
Direct		
Provide support for Policy Board, TAC, and Non-Motorized Subcommittee	\$ 7,576.17	Ongoing
Meeting Minutes and Other Documentation	\$ 3,788.09	Ongoing
General Administration of GIAMPO	<u>\$ 13,889.65</u>	Ongoing
	\$ 25,253.90	
Other Direct		
Office Expenses – Supplies, Phone, Postage, Misc.	\$ 2,097.46	
Computer Services/Hardware	\$ 10,300.00	
Software Maintenance/Support TransCAD	\$ 1,500.00	
Individual or Organizational Membership Fees with APA, AICP, and AMPO	\$ 820.00	
Travel, Training, Conferences, & Mileage Reimbursement	<u>\$ 5,000.00</u>	
	\$ 19,717.46	
Total Budget	\$ 43,971.36	

Total UPWP Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$230,307.04**, during FY 2021. Based on the formula funding for MPOs in Nebraska, in FY 2021 GIAMPO is eligible for up to \$114,271.63 Federal Highway Planning funds and \$69,974.00 Federal Transit Section 5305 funds for staffing and other expenses. The City of Grand Island, by agreement, provides at least a 20% match. Total revenue for the MPO planning program equals **\$247,111.33**.

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2021 UPWP

FY 2020 FHWA PL AND FTA 5305 - PROGRAM COSTS

July 1, 2020 - June 30, 2021

Project Number - PLG-1 (57), Control Number - 01001G, Agreement No. - UL1901

Category	Cost Category	Est. Work Hours	Total	NE Federal	Grand Island	Total
				80%	20%	100%
UPWP						
	Direct Labor - MPO Program Manager	200	9,264.00	7,411.20	1,852.80	9,264.00
	Fringe/Indirect - MPO Program Manager		3,118.00	2,494.40	623.60	3,118.00
	Other Direct		0.00	0.00	0.00	0.00
	Total Unified Planning Work Program		\$12,382.00	\$9,905.60	\$2,476.40	\$12,382.00
TIP						
	Direct Labor - MPO Program Manager	175	8,106.00	6,484.80	1,621.20	8,106.00
	Fringe/Indirect - MPO Program Manager		2,728.25	2,182.60	545.65	2,728.25
	Other Direct		0.00	0.00	0.00	0.00
	Total Transportation Improvement Program		\$10,834.25	\$8,667.40	\$2,166.85	\$10,834.25
PPP						
	Direct Labor - MPO Program Manager	150	6,948.00	5,558.40	1,389.60	6,948.00
	Fringe/Indirect - MPO Program Manager		2,338.50	1,870.80	467.70	2,338.50
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Public Participation Plan		\$10,786.50	\$8,629.20	\$2,157.30	\$10,786.50
Short Range Planning						
	Direct Labor - MPO Program Manager	235	10,885.20	8,708.16	2,177.04	10,885.20
	Fringe/Indirect - MPO Program Manager		3,663.65	2,930.92	732.73	3,663.65
	Other Direct		500.00	400.00	100.00	500.00
	Total Short Range Studies		\$15,048.85	\$12,039.08	\$3,009.77	\$15,048.85
L RTP						
	Direct Labor - MPO Program Manager	595	27,560.40	22,048.32	5,512.08	27,560.40
	Fringe/Indirect - MPO Program Manager		9,276.05	7,420.84	1,855.21	9,276.05
	Professional Services - Travel Demand Model (TDM) and LRTP Update		87,613.38	70,090.70	17,522.68	87,613.38
	Other Direct		0.00	0.00	0.00	0.00
	Total Long Range Transportation Plan		\$124,449.83	\$99,559.86	\$24,889.97	\$124,449.83
Transit Planning						
	Direct Labor - MPO Program Manager	175	8,106.00	6,484.80	1,621.20	8,106.00
	Fringe/Indirect - MPO Program Manager		2,728.25	2,182.60	545.65	2,728.25
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Transit Planning		\$11,834.25	\$9,467.40	\$2,366.85	\$11,834.25
Administration/System Management						
	Direct Labor - MPO Program Manager	390	18,064.80	14,451.84	3,612.96	18,064.80
	Fringe/Indirect - MPO Program Manager		6,080.10	4,864.08	1,216.02	6,080.10
	Direct Labor - Administrative Assistance	25	876.50	701.20	175.30	876.50
	Fringe/Indirect - Administrative Assistance		232.50	186.00	46.50	232.50
Other Direct	Office Expenses		2,097.46	1,677.97	419.49	2,097.46
	Computer Services		10,300.00	8,240.00	2,060.00	10,300.00
	Software Maintenance/Support TransCAD		1,500.00	1,200.00	300.00	1,500.00
	Individual and Organizational Membership Fees		820.00	656.00	164.00	820.00
	Travel, Training, Conferences, & Mileage Reimbursement		5,000.00	4,000.00	1,000.00	5,000.00
	Total Administration/System Management		\$44,971.36	\$35,977.09	\$8,994.27	\$44,971.36

FHWA 2021	Direct Labor FHWA	1770	81,704.90	65,363.92	16,340.98	81,704.90
	Fringe/Indirect FHWA		27,437.05	21,949.64	5,487.41	27,437.05
	Other Direct (includes Professional Services for TDM & LRTP Update)		33,697.59	26,958.07	6,739.52	33,697.59
FHWA FY 2021	Grand Total FHWA PL UPWP		\$142,839.54	\$114,271.63	\$28,567.91	\$142,839.54
FTA 2021	Direct Labor FTA	175	8,106.00	6,484.80	1,621.20	8,106.00
	Fringe/Indirect FTA		2,728.25	2,182.60	545.65	2,728.25
	Other Direct (includes Professional Services for TDM & LRTP Update)		76,633.25	61,306.60	15,326.65	76,633.25
FTA FY 2021	Grand Total FTA Section 5305		\$87,467.50	\$69,974.00	\$17,493.50	\$87,467.50

NOTES:

Total Highway Planning Federal Highway Administration - FHWA

\$142,839.54	\$114,271.63	\$28,567.91	\$142,839.54
\$87,467.50	\$69,974.00	\$17,493.50	\$87,467.50
\$230,307.04	\$184,245.63	\$46,061.41	\$230,307.04

Total Transit Federal Transit Administration - FTA

Total FY 2021 UPWP

FHWA Available Revenue *

\$159,643.83	\$127,715.06	\$31,928.77	\$159,643.83
\$87,467.50	\$69,974.00	\$17,493.50	\$87,467.50

FTA Available Revenue**

Remaining FHWA Funds

\$16,804.29	\$13,443.43	\$3,360.86	\$16,804.29
\$0.00	\$0.00	\$0.00	\$0.00

Remaining FTA Funds

Total Program Funds Remaining

\$16,804.29	\$13,443.43	\$3,360.86	\$16,804.29
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* FHWA PL Funds:

- FY 2021 Allocation - \$127,715.06 (Even distribution - \$40,000 and Population based distribution - \$74,952.23 and Deobligate FY 18 - \$12,762.83)
- Carryover from FY 2020 UPWP for TDM and LRTP Update - \$0

** FTA Section 5305 Funds:

- FY 2021 Allocation - \$31,574
- Note: Carryover from FY 2020 for LRTP Update (\$38,400 (FTA) + \$9,600 (Local) = \$48,000 (Total))

RESOLUTION 2020-230

WHEREAS, the Nebraska Department of Transportation has prepared a Planning Agreement for Fiscal Year 2021 for the City of Grand Island for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2020, as outlined in the Unified Planning Work Program attached to such agreements; and

WHEREAS, the maximum amount of cash support from the State under such agreement is \$31,574.00 (80%) of 49 USC Section 5305 funds for Fiscal Year 2021; and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$7,893.50 and can be part of inkind services (staff time & expenses); and

WHEREAS, an agreement with the Nebraska Department of Transportation for Fiscal Year 2021 is required to proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska Department of Transportation for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2020, as outlined in the Unified Planning Work Program attached to such agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2021.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-13

#2020-231 - Approving Change Order No. 1 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 22, 2020

Subject: Approving Change Order No. 1 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1

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

Background

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded a \$898,534.85 contract on March 24, 2020, via Resolution No. 2020-76, for the 2020 Asphalt Resurfacing Project No. 2020-AC-1.

This year's work involves asphalt resurfacing on the following City streets.

Section #1– Husker Highway; US Highway 30 to Regal Drive

Section #2– Engleman Road; Husker Highway to US Highway 30

Section #3– Schimmer Drive; North Road to Blaine Street

Section #4– Blaine Street; Schimmer Drive to US Highway 34

Discussion

Coordination is necessary for sections near railroad crossings, which has required more time than originally planned for. A time extension is being requested from September 4, 2020 to November 15, 2020.

There will be no cost associated with Change Order No. 1, leaving the contract agreement amount of \$898,534.85.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 1

PROJECT: 2020 Asphalt Resurfacing Project No. 2020-AC-1

CONTRACTOR: Gary Smith Construction Co., Inc.

AMOUNT OF CONTRACT: \$898,534.85

CONTRACT DATE: April 1, 2020

Contract Price Prior to this Change Order.....	\$ 898,534.85
Net Increase Resulting from this Change Order.....	\$ 0
Revised Contract Price Including this Change Order.....	\$ 898,534.85

Notice to Proceed Date -----	April 2, 2020
Original Completion Date -----	September 4, 2020
First Revised Completion Date -----	November 15, 2020

The Above Change Order Accepted:

Gary Smith Construction Co., Inc.

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2020-231

WHEREAS, on March 24, 2020, via Resolution No.2020-76, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska the bid in the amount of \$898,534.85 for Asphalt Resurfacing Project No. 2020-AC-1; and

WHEREAS, it has been determined that additional time is necessary to complete such project; and

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

WHEREAS, there will be no cost associated with such time extension, leaving the contract agreement amount of \$898,534.85; and

WHEREAS, the project completion date will be extended from September 4, 2020 to November 15, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1, at no additional cost, between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 18, 2020 ✕ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-14

#2020-232 - Approving the Re-establishment of Connection Fees for Subdivided Lots in Bosselville Fourth Subdivision- Sanitary Sewer District No. 530T

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 22, 2020

Subject: Approving the Re-establishment of Connection Fees for Subdivided Lots in Bosselville Fourth Subdivision-Sanitary Sewer District No. 530T

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

Background

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

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

On December 17, 2019, via Resolution No. 2019-376, City Council approved the redistribution of sanitary sewer tap fees within the recently subdivided Bosselville Fifth Subdivision consisting of five (5) lots, with a portion of the parcel west of Lot One (1) being added to such subdivision and reduced in size.

An additional tract of land has recently been subdivided and the individual lots need to have the appropriate connection fees re-established.

Discussion

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

The original connection fee to the Bosselman Travel Centers, Inc. tract was \$172,627.14. That tract has since been subdivided as Bosselville Fourth Subdivision consisting of two (2) lots. It is recommended the connection fee be split between the current two (2) lots, based on the redistribution of land. Please see attached exhibit for original tap assessment figures and parcel layout versus proposed tap assessment figures and current parcel layout.

Sanitary Sewer District No. 530T - Assessments

Parcel #	Owner	Legal	Sub-Total	Tap Fee Prev Paid	Tap Fee Owed
400448174	Bosselman Travel Centers, Inc.	Lot 1, Bosselville Fourth Subdivision, Alda Township (10.93 ac)	\$ 73,785.26	\$ -	\$73,785.26
400448173	Bosselman Travel Centers, Inc.	Lot 2, Bosselville Fourth Subdivision, Alda Township (14.65 ac)	\$ 98,841.88	\$ -	\$ 98,841.88
TOTAL					\$172,627.14

Alternatives

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

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

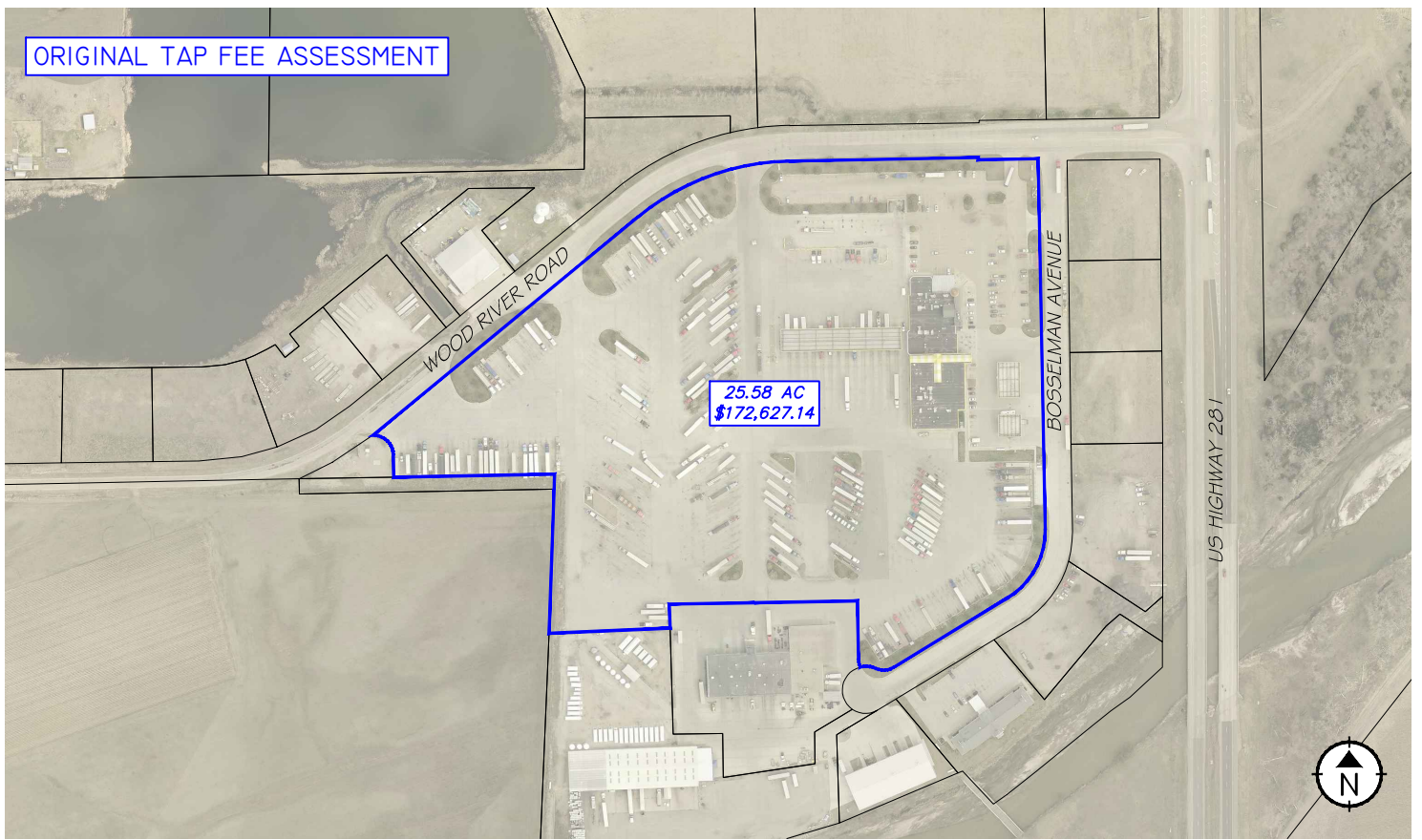
Recommendation

City Administration recommends that the City Council sit as a Board of Equalization on October 27, 2020, to establish the connection fees for the properties within Bosselville Fourth Subdivision in the City of Grand Island, Nebraska.

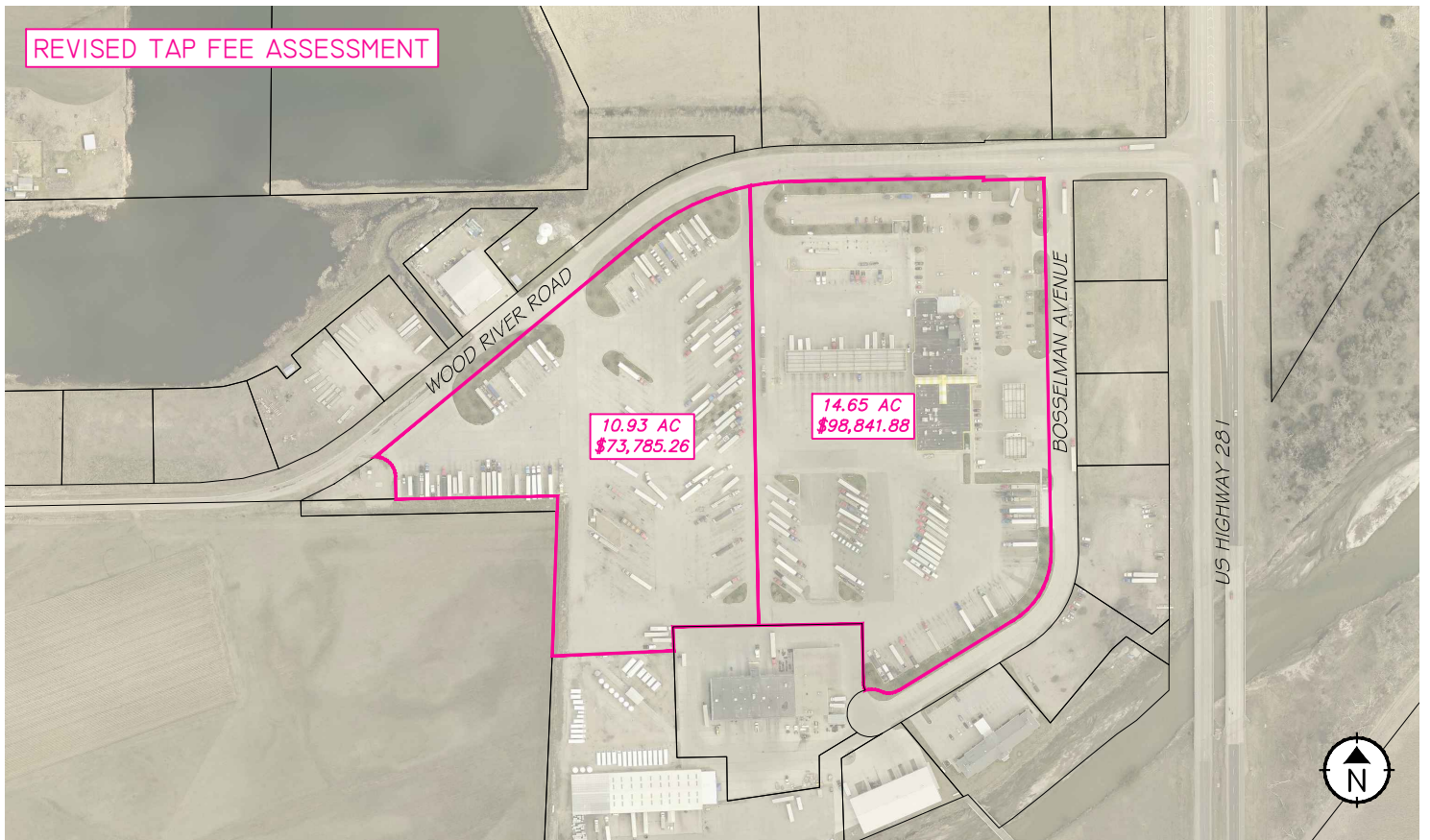
Sample Motion

Move to recommend that the City Council sit as a Board of Equalization on October 27, 2020, to establish the connection fees for the properties within Bosselville Fourth Subdivision in the City of Grand Island, Nebraska.

ORIGINAL TAP FEE ASSESSMENT



REVISED TAP FEE ASSESSMENT



SANITARY SEWER DISTRICT 530T TAP FEE REDISTRIBUTION

BOSSELVILLE FOURTH SUBDIVISION
GRAND ISLAND, NEBRASKA



RESOLUTION 2020-232

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

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

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

WHEREAS, On December 17, 2019, via Resolution No. 2019-376, City Council approved the redistribution of sanitary sewer tap fees within the recently subdivided Bosselville Fifth Subdivision consisting of five (5) lots, with a portion of the parcel west of Lot One (1) being added to such subdivision and reduced in size; and

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

WHEREAS, the original connection fee to the Bosselman Travel Centers, Inc. tract was \$172,627.14; and

WHEREAS, the tract has been subdivided as Bosselville Fourth Subdivision consisting of two (2) lots; and

WHEREAS, it is recommended the connection fee be split between the current two (2) lots, based on the redistribution of land.

Sanitary Sewer District No. 530T - Assessments

Parcel #	Owner	Legal	Sub-Total	Tap Fee Prev Paid	Tap Fee Owed
400448174	Bosselman Travel Centers, Inc.	Lot 1, Bosselville Fourth Subdivision, Alda Township (10.93 ac)	\$ 73,785.26	\$ -	\$73,785.26
400448173	Bosselman Travel Centers, Inc.	Lot 2, Bosselville Fourth Subdivision, Alda Township (14.65 ac)	\$ 98,841.88	\$ -	\$ 98,841.88
TOTAL			\$172,627.14		

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

- The City Council will sit as a Board of Equalization on October 27, 2020, to determine benefits and set assessments for the newly subdivided lots in Bosselville Fourth Subdivision in Sanitary Sewer District No. 530T.

- - -

Approved as to Form _____ September 18, 2020 ✕ City Attorney
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Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-15

#2020-233 - Approving Amendment No. 1 to Engineering Consulting Services for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 22, 2020

Subject: Approving Amendment No. 1 to Engineering Consulting Services for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

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

Background

Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions was created by City Council on January 28, 2020, via Ordinance No. 9755. Such district was continued by City Council on March 24, 2020 via Resolution No. 2020-78.

On March 24, 2020, via Resolution No. 2020-79, City Council approved an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$59,428.00 for engineering design services related to Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions.

Discussion

The original agreement with Alfred Benesch & Company requires an amendment to cover construction services and project closeout. This amendment will be in the amount of \$73,592.00 for a revised agreement of \$133,020.00.

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. 1 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$73,592.00.

Sample Motion

Move to approve the resolution.

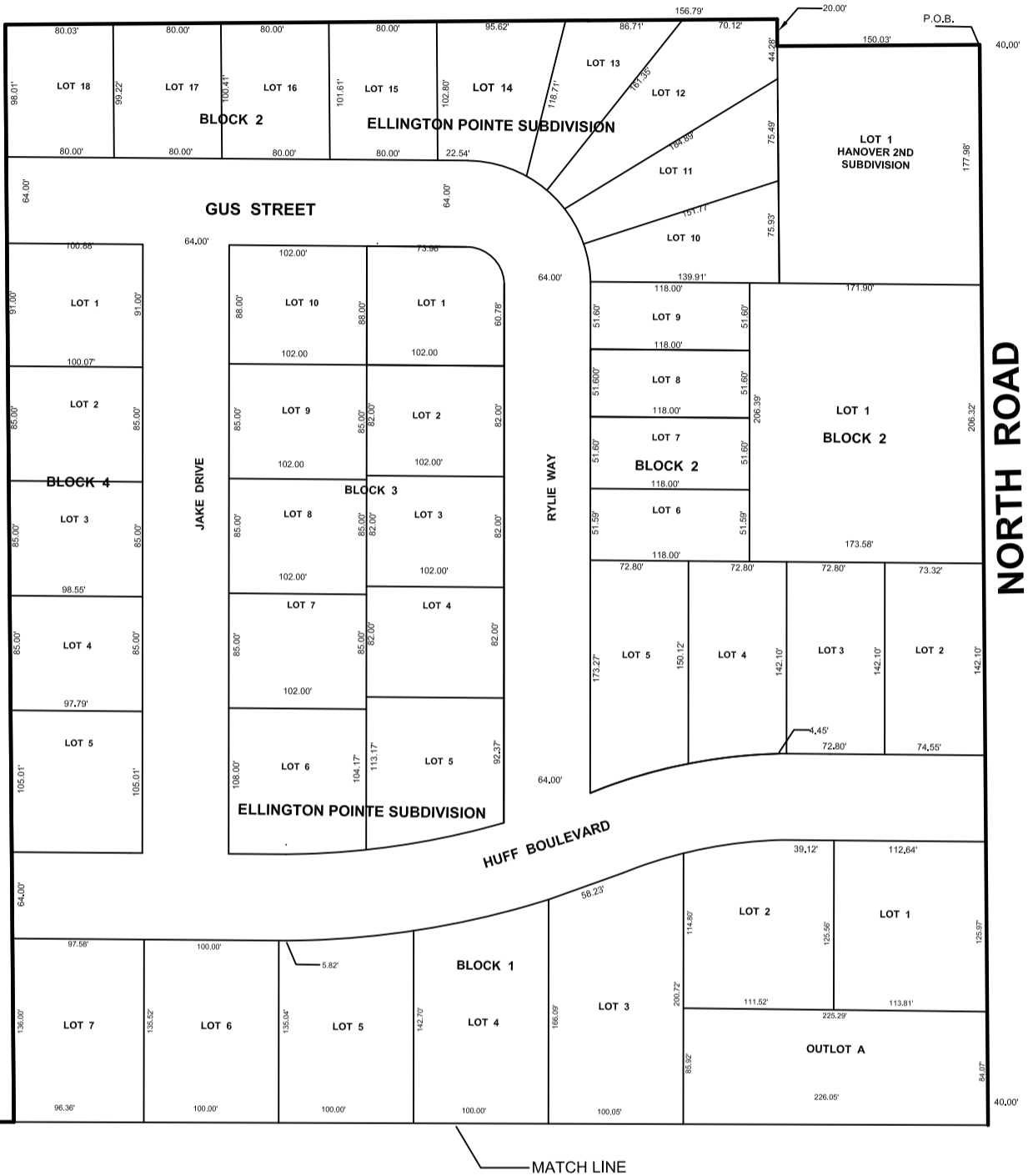


EXHIBIT "A"

INITIAL POINT SURVEYING LLC 410 S. Webb Rd Suite 4B Grand Island, NE 68803 308-383-6754 Cell 308-675-4141 Office		
LOCATION: ELLINGTON POINTE		
TITLE: Ellington Pointe Sewer District		
SCALE AT A3: NONE	DRAWING NO.:	DRAWN: Brent C.
PROJECT NO.:	DATE: NOV. 13, 2019	

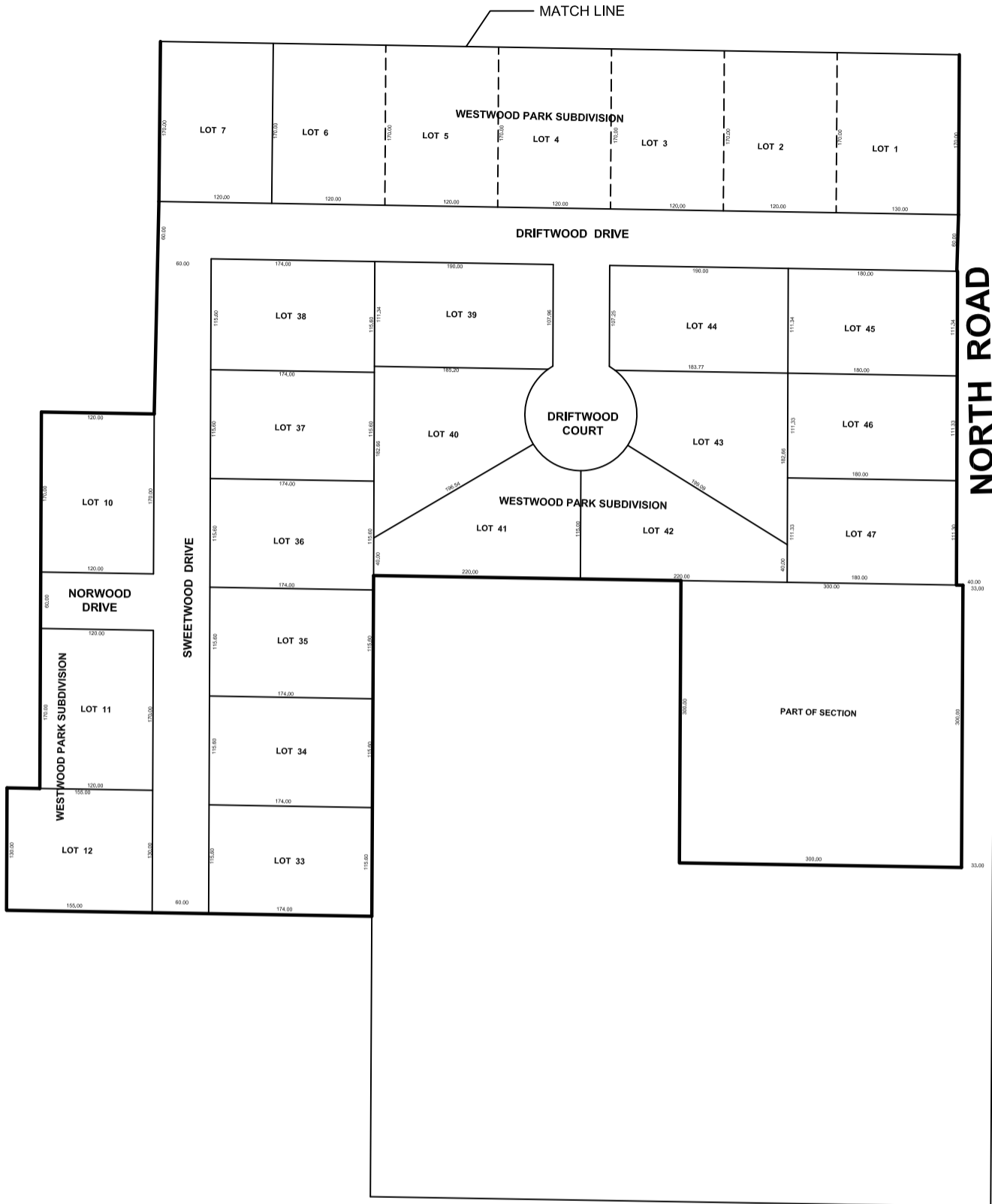


EXHIBIT "A"

INITIAL POINT SURVEYING LLC 410 S. Webb Rd Suite 4B Grand Island, NE 68803 308-383-6754 Cell 308-675-4141 Office		
LOCATION: WESTWOOD PARK		
TITLE: Westwood Park Sewer District		
SCALE AT A3: NONE	DRAWING NO:	
PROJECT NO:	DATE: NOV. 13, 2019	DRAWN: Brent C.

RESOLUTION 2020-233

WHEREAS, on March 24, 2020, via Resolution No. 2020-79 the Grand Island City Council approved entering into an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$59,428.00 for engineering design services related to Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions; and

WHEREAS, the original agreement is now being amended to allow for construction services and project closeout; and

WHEREAS, such amendment is in the amount of \$73,592.00, for a revised agreement amount of \$133,020.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Alfred Benesch & Company of Lincoln, Nebraska for engineering consulting services related to Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions 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, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-16

**#2020-234 - Approving Bid Award for Drainage Ditch Grading,
Excavating, and Hauling 2020-2021**

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: September 22, 2020

Subject: Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2020-2021

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

Background

Specialty equipment/operators are hired by the Streets Division to clean and grade large outfall ditches each year. The price per hour of such services has increased so the jobs are approaching the procurement point in which formal quotes are required. The timeline of the ditch work is weather dependent and is usually done when the Streets Division has staff to provide the hauling. These timelines can be difficult to forecast making the process of securing quotes from various vendors also difficult. The formal bid process streamlines the acquisition of such as-needed services.

A primary and secondary bid award is typically recommended for each equipment type so the optimal equipment can be used in the event the primary award vendor is unavailable or unable to meet the Streets Division's timeline. Bidders were given the opportunity to write-in equipment that they own/operate that could be used for drainage ditch grading, excavating, and hauling that was not specifically requested on the bid form. The write-in bid items gives the City more equipment options that otherwise would go unknown.

Discussion

Bids were advertised on August 12, 2020 and sent to (11) eleven potential bidders. One (1) bid was received and opened on September 3, 2020. Below is the bid award recommendation.

Drainage Ditch Grading, Excavating, and Hauling 2020-2021				
Bid Award Recommendation				
	Line Item	Equipment	Primary Award	Secondary Award
Requested Bid Items	1	Excavator (Track Mounted) with GPS-based Grade Control and Operator	Harders Dozer & Scraper, LLC \$250.00 per hour	no bid
	2	Excavator (Track Mounted) with Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	no bid
	3	Dozer with Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	no bid
	4	Dump Truck with Operator	Harders Dozer & Scraper, LLC \$125.00 per hour	no bid
	5	Dump Truck with Heated Dump Box and Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	no bid
Other, Write-In Option	6	Scraper	Harders Dozer & Scraper, LLC \$275.00 per hour	no bid
	7	Dozer with GPS (and Operator)	Harders Dozer & Scraper, LLC \$250.00 per hour	no bid

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award of Drainage Ditch Grading, Excavating, and Hauling 2020-2021 according to the bid award recommendation.

Sample Motion

Move to approve the bid award of Drainage Ditch Grading, Excavating, and Hauling 2020-2021 according to the bid award recommendation.

R E S O L U T I O N 2020-234

WHEREAS, the City of Grand Island invited sealed bids for furnishing Drainage Ditch Grading, Excavating, and Hauling 2020-2021, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on September 3, 2020 bids were received, opened and reviewed; and,

WHEREAS, Harders Dozer and Scraper, LLC submitted the lowest and best bids within the bid specifications for Drainage Ditch Grading, Excavating, and Hauling 2020-2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids shown in Exhibit "A" for Drainage Ditch Grading, Excavating, and Hauling 2020-2021 , are hereby approved;

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 18, 2020	☒ City Attorney

EXHIBIT "A"

	Line Item	Equipment	Primary Award	Secondary Award
Requested Bid Items	1	Excavator (Track Mounted) with GPS-based Grade Control and Operator	Harders Dozer & Scraper, LLC \$250.00 per hour	no bid
	2	Excavator (Track Mounted) with Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	no bid
	3	Dozer with Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	no bid
	4	Dump Truck with Operator	Harders Dozer & Scraper, LLC \$125.00 per hour	no bid
	5	Dump Truck with Heated Dump Box and Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	no bid
Other, Write-In Option	6	Scraper	Harders Dozer & Scraper, LLC \$275.00 per hour	no bid
	7	Dozer with GPS (and Operator)	Harders Dozer & Scraper, LLC \$250.00 per hour	no bid



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-17

**#2020-235 - Approving Certificate of Final Completion for
Furnishing Components for “EIMCO® Type C3D-Full Trough
Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5**

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Plant Engineer

Meeting: September 22, 2020

Subject: Approving Certificate of Final Completion for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5

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

Background

Ovivo USA, LLC of Salt Lake City, Utah was awarded a \$148,854.00 contract on November 26, 2019, via Resolution No. 2019-353, for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5.

This project involved the renovation of Final Clarifier No. 2. The work was divided into Phase I and Phase II. This bid was Phase I - parts procurement. Phase II followed for the labor and installation of parts procured, and painting of both existing and new clarifier components.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Materials were procured on budget, for a total cost of \$148,854.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5.

Sample Motion

Move to approve the Certificate of Final Completion for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Furnishing Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism;
Project No. 2019-WWTP-5

CITY OF GRAND ISLAND, NEBRASKA

September 22, 2020

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

This is to certify that Furnishing Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5 has been fully completed by The Ovivo USA, LLC of Salt Lake City, Utah under the contract dated December 17, 2019. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Base Bid-

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
1	48-Inch Lower Influent Collection Box, 316 SS	1.00	EA	\$ 34,700.00	\$ 34,700.00
2	Sludge Suction Header and Manifold, 316 SS	1.00	EA	\$ 69,800.00	\$ 69,800.00
3	Steel Squeegee, 304 S SS (10 Gauge)	12.00	EA	\$ 102.00	\$ 1,224.00
4	Flush Valve Assembly	1.00	EA	\$ 1,600.00	\$ 1,600.00
5	Installation Fasteners and Shim Kit, 316 SS	1.00	EA	\$ 2,300.00	\$ 2,300.00
6	Center Drive Mechanism	1.00	EA	\$ 39,230.00	\$ 39,230.00
Total Base Bid Section =					\$148,854.00

I hereby recommend that the Engineer's Certificate of Final Completion for Furnishing Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5 be approved.

John Collins – City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2020-235

WHEREAS, the City Engineer/Public Works Director issued a Certificate of Final Completion for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5 certifying that Ovivo USA, LLC of Salt Lake City, Utah, under contract, has completed such for the total amount of \$148,854.00; and

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

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5 is hereby confirmed for the total amount of \$148,854.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-18

#2020-236 - Approving Certificate of Final Completion for Final Clarifier No. 2 Renovation; Project No. 2020-WWTP-2

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Plant Engineer

Meeting: September 22, 2020

Subject: Approving Certificate of Final Completion for Final Clarifier No. 2 Renovation; Project No. 2020-WWTP-2

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

Background

Fab Tech Wastewater Solution, LLC of O'Fallon, Missouri was awarded a \$168,000.00 contract on April 14, 2020, via Resolution No. 2020-92, for Final Clarifier No. 2 Renovation; Project No. 2020-WWTP-2.

This project involves the rehabilitation of Final Clarifier No. 2, which consists of labor and installation of parts procured, and painting of both existing and new clarifier components.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed on budget, for a total cost of \$168,000.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Final Clarifier No. 2 Rehabilitation; Project No. 2020-WWTP-2.

Sample Motion

Move to approve the Certificate of Final Completion for Final Clarifier No. 2 Rehabilitation;
Project No. 2020-WWTP-2.

ENGINEER’S CERTIFICATE OF FINAL COMPLETION

Final Clarifier No. 2 Renovation; Project No. 2020-WWTP-2
CITY OF GRAND ISLAND, NEBRASKA

September 22, 2020

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

This is to certify that Final Clarifier No. 2 Renovation; Project No. 2020-WWTP-2 has been fully completed by Fab Tech Wastewater Solutions, LLC of O’Fallon, Missouri under the contract awarded April 14, 2020. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Base Bid-

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
1	Clarifier No. 2 Renovation	1.00	LS	\$ 168,000.00	\$ 168,000.00

Total Base Bid Section = \$168,000.00

I hereby recommend that the Engineer’s Certificate of Final Completion for Final Clarifier No. 2 Renovation; Project No. 2020-WWTP-2 certifying that Fab Tech Wastewater Solutions, LLC of O’Fallon, Missouri be approved.

John Collins – City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2020-236

WHEREAS, the City Engineer/Public Works Director issued a Certificate of Final Completion for Final Clarifier No. 2 Rehabilitation; Project No. 2020-WWTP-2 certifying that Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri under contract, has completed such for the total amount of \$168,000.00; and

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

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Final Clarifier No. 2 Rehabilitation; Project No. 2020-WWTP-2 is hereby confirmed for the total amount of \$168,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 9, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-19

#2020-237 - Approving Change Order No. 1 for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 22, 2020

Subject: Approving Change Order No. 1 for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1

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

Background

Mid Nebraska Land Developers, LLC of Aurora, Nebraska was awarded a \$239,593.20 contract on May 26, 2020, via Resolution No. 2020-123, for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1.

This project will build a portion of the Moores Creek Drainage Ditch extension, which will develop drainage to the southwest, serve current areas, as well as the proposed US Highway 30 realignment project. This portion of Moores Creek will provide a drainage outlet to the rapidly expanding Copper Creek Subdivision. The proposed route is shown on the attached exhibit.

Discussion

In addition to Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1, Mid Nebraska Land Developers, LLC was subcontracted by Starostka Group Unlimited, Inc. to perform dirt work on the Old Potash Highway Roadway Improvements; Project No. 2019-P-1. With the sensitive nature of having closures on Old Potash Highway, which is a major thoroughfare in the City, Mid Nebraska Land Developers, LLC was directed to prioritize the roadway project, which in turn created delays on the drainage project.

Original completion date was set at September 4, 2020, with a request to extend this to November 15, 2020. There will not be any contract amount modification with this change order.

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 extending the completion date to November 15, 2020, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1

CONTRACTOR: Mid Nebraska Land Developers, LLC

AMOUNT OF CONTRACT: \$239,593.20

CONTRACT DATE: May 26, 2020

Notice to Proceed Date ----- May 27, 2020

Original Completion Date ----- September 4, 2020

Revised Completion Date ----- November 15, 2020

The Above Change Order Accepted:

Mid Nebraska Land Developers, LLC

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2020-237

WHEREAS, on May 26, 2020, via Resolution 2020-123, the City of Grand Island awarded Mid Nebraska Land Developers, LLC of Aurora, Nebraska the bid in the amount of \$239,593.20 for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1; and

WHEREAS, the completion of such project has been delayed due to the prioritization of the Old Potash Highway Roadway Improvements; Project No. 2019-P-1; and

WHEREAS, Mid Nebraska Land Developers, LLC has requested an extension from September 4, 2020 to November 15, 2020 in order to complete the project; and

WHEREAS, there will not be any contract amount modification with such time extension; and

WHEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Mid Nebraska Land Developers, LLC of Aurora, Nebraska to provide the requested time extension for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-20

#2020-238 - Approving Bid Award for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 22, 2020

Subject: Approving Bid Award for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

Presenter(s): John Collins, Public Works Director

Background

Sanitary Sewer District No. 544 was created by the City Council on January 28, 2020, via Ordinance No. 9755. Legal notice of the creation of the District was published in the *Grand Island Independent* on February 3, 2020, with notification being mailed to all involved property owners.

City Council continued the creation of Sanitary Sewer District No. 544 on March 24, 2020, via Resolution No. 2020-78, with only one (1) protest being filed against this district. The owner represented 120.00 front feet, or 1.76% of the total district frontage of 6,802.11 feet.

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

The subdivision agreement for the Westwood Park Subdivision, dated March 28, 1978, and filed as Instrument No. 78-002723, stated “Further, the Subdividers agree not to protest any sanitary sewer or water main districts within said subdivision., the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdividers have not performed such conditions.” The full subdivision agreement is attached for reference.

Discussion

Six (6) bids were received and opened on September 15, 2020. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Section "A"</i>	<i>Bid Section "B"</i>	<i>Total Bid</i>
The Diamond Engineering Company of Grand Island, NE	None	\$611,776.95	\$66,589.30	\$678,366.25
Midlands Contracting, Inc. of Kearney, NE	None	\$731,861.00	\$72,681.50	\$804,542.50
Van Kirk Bros. Contracting of Sutton, NE	None	\$751,475.08	\$68,083.00	\$819,558.08
Myers Construction, Inc. of Broken Bow, NE	None	\$783,900.00	\$74,823.00	\$858,723.00
Starostka Group Unlimited, Inc. of Grand Island, NE	None	\$765,901.20	\$133,829.88	\$899,731.08
General Excavating Company of Lincoln, NE	None	\$943,968.00	\$129,859.00	\$1,073,827.00

There are sufficient funds in Account No. 53030055-85213-53560 to fund this project.

Alternatives

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

1. Approve the bid award.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the bid award for Sanitary Sewer District No. 544 in the amount of \$678,366.25 to The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 15, 2020 at 2:00 p.m.

FOR: Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

DEPARTMENT: Public Works

ESTIMATE: \$950,000.00

FUND/ACCOUNT: 53030055-85213-53560

PUBLICATION DATE: August 21, 2020

NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>General Excavating</u> Lincoln, NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	None	None
Bid Price:		
Section "A":	\$611,776.95	\$943,968.00
Section "B":	\$ 66,589.30	\$129,859.00
Bidder:	<u>Van Kirk Bros. Contracting</u> Sutton, NE	<u>Myers Construction, Inc.</u> Broken Bow, NE
Bid Security:	Universal Surety Company	United Fire & Casualty Company
Exceptions:	None	None
Bid Price:		
Section "A":	\$751,457.08	\$783,900.00
Section "B":	\$ 68,083.00	\$ 74,823.00

Bidder: Midlands Contracting, Inc.
Kearney, NE
Bid Security: Travelers Casualty & Surety Co.
Exceptions: None

Starostka Group Unlimited, Inc.
Grand Island, NE
Universal Surety Company
None

Bid Price:
Section "A": \$731,861.00
Section "B": \$ 72,681.50

\$765,901.20
\$133,829.88

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

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

P2227

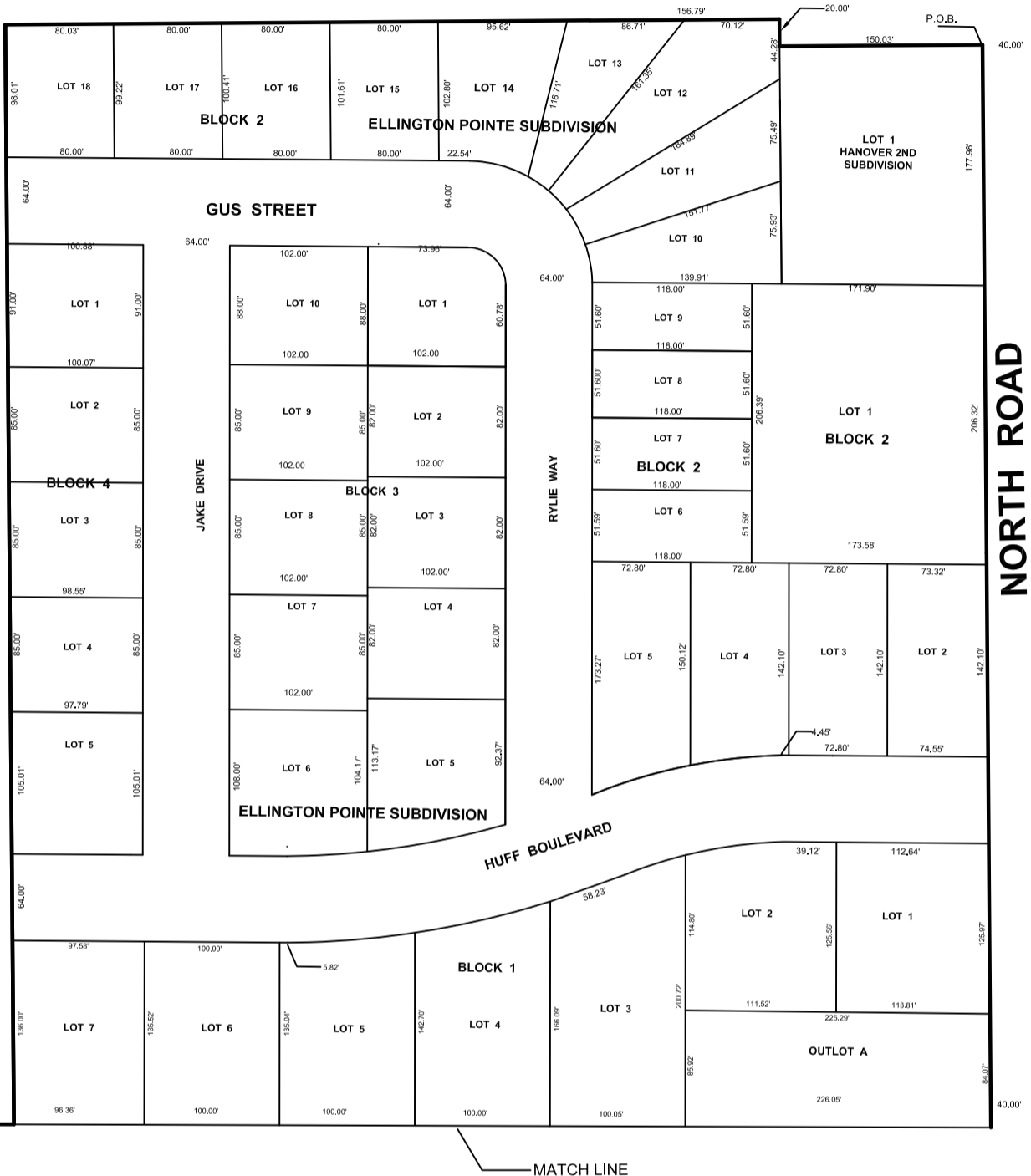


EXHIBIT "A"

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

LOCATION:
ELLINGTON POINTE

TITLE:
Ellington Pointe Sewer District

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

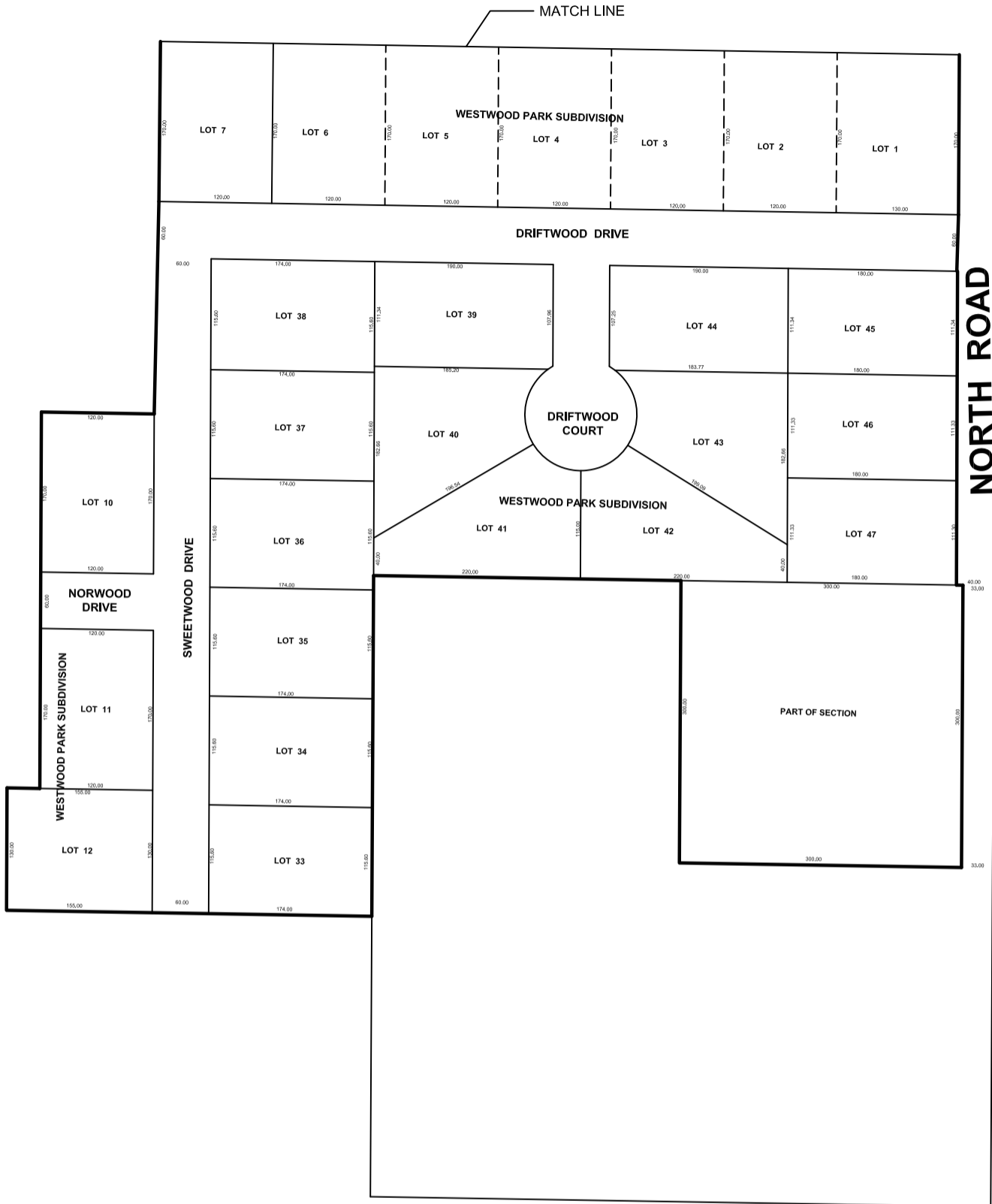


EXHIBIT "A"

INITIAL POINT SURVEYING LLC 410 S. Webb Rd Suite 4B Grand Island, NE 68803 308-383-6754 Cell 308-675-4141 Office		
LOCATION: WESTWOOD PARK		
TITLE: Westwood Park Sewer District		
SCALE AT A3: NONE	DRAWING NO:	
PROJECT NO:	DATE: NOV. 13, 2019	DRAWN: Brent C.

RESOLUTION 2020-238

WHEREAS, the City of Grand Island invited sealed bids for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions, according to plans and specifications on file with the City Engineer/ Public Works Director; and

WHEREAS, on September 15, 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 \$678,366.25; and

WHEREAS, funds are available in the Fiscal Year 2020/2021 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 \$678,366.25 for construction of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions is hereby approved as the lowest responsible bid.

BE IF 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, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-21

#2020-239 - Approving RFP for Design Services to Reconstruct Baffles at the Heartland Public Shooting Park - Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 22, 2020

Subject: Approval of Design Services for Renovate Baffles at Heartland Public Shooting Park

Presenter(s): Todd McCoy

Background

On March 8, 2020 the Parks and Recreation Department advertised for proposals to renovate the small arms firing range overhead baffles systems at Heartland Public Shooting Park (HPSP). The purpose of the overhead baffles at HPSP is to stop stray bullets from leaving the range making the baffles an important safety feature.

Nearly 50% of the HPSP baffles were damaged or destroyed during recent wind storms last year and this summer. Remaining baffles have aged or damaged to a point that staff is recommending a redesign and reconstruction of the baffle system.

So far the City has received \$73,310.11 for damages from insurance. The City will receive an additional \$74,488.88 from insurance upon the completion of repairs. The pre-design estimate to renovate the damaged ranges is \$425,000 to 485,000.



Discussion

Two proposals were received to design the reconstructed baffles:

JEO Consulting Group of Wahoo, Nebraska
AECOM of Portland, Oregon

Staff recommends accepting the proposal from JEO Consulting Group to redesign the HPSP baffle system. The proposed price from JEO is \$44,000.00. Food and Beverage funds will be used for expenses beyond the insurance payments.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council accept the proposal from JEO Consulting Group of Wahoo, Nebraska to design a reconstructed baffle system at HPSP.

Sample Motion

Move to approve the proposal from JEO Consulting Group to redesign HPSP baffles for a total of \$44,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
DESIGN SERVICES TO RENOVATE SMALL ARMS FIRING
RANGE OVERHEAD BAFFLE SYSTEM AT
HEARTLAND PUBLIC SHOOTING PARK**

RFP DUE DATE: March 25, 2020 at 4:00 p.m.
DEPARTMENT: Parks & Recreation
PUBLICATION DATE: March 8, 2020
NO. POTENTIAL BIDDERS: 4

PROPOSALS RECEIVED

AECOM
Portland, OR

JEO Consulting Group
Wahoo, NE

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

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

P2204



West Nebraska Claims Service

P.O. Box 2538
Grand Island, NE 68802-2538
Email: t-parr@wncs.net
ph: 308-390-6118
fax: 308-632-4055

Summary for Loc: 79: CO-1227 Endorsement - Shooting Range Baffles

Line Item Total	149,078.95
Replacement Cost Value	\$149,078.95
Less Depreciation	(67,041.26)
Actual Cash Value	\$82,037.69
Less Deductible	(10,000.00)
Net Claim	\$72,037.69
Total Recoverable Depreciation	67,041.26
Net Claim if Depreciation is Recovered	\$139,078.95

Todd Parr

Insurance Summary from July 8, 2020 Storm



West Nebraska Claims Service

P.O. Box 2538
Grand Island, NE 68802-2538
Email: t-parr@wncs.net
ph: 308-390-6118
fax: 308-632-4055

Summary for LOC 79 : CO1227 Endorsement: Shooting Range Baffles

Line Item Total	18,720.04
Replacement Cost Value	\$18,720.04
Less Depreciation	(7,447.62)
Actual Cash Value	\$11,272.42
Less Deductible	(10,000.00)
Net Claim	\$1,272.42
Total Recoverable Depreciation	7,447.62
Net Claim if Depreciation is Recovered	\$8,720.04

Todd Parr

REQUEST FOR PROPOSAL

SMALL ARMS FIRING RANGE OVERHEAD BAFFLE SYSTEM

Heartland Public Shooting Park
City of Grand Island, Nebraska

March 25, 2020



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CONTACT

David C. Henke

JEO CONSULTING GROUP, INC.

1937 North Chestnut Street
Wahoo, Nebraska 68066

Phone & Fax

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

Online

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



March 25, 2020

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

**RE: Small Arms Firing Range Overhead Baffle System at Heartland Public Shooting Park
Grand Island, Nebraska**

Dear Mr. McCoy and Selection Committee Members:

The City of Grand Island has some decisions to make regarding options for replacing or repairing the baffles at the Heartland Shooting Park. JEO's recommendation is to focus on replacing the baffle structures and not repairing. This approach provides a longer lasting product with less maintenance and provides a safer facility to the users. There are a number of important attributes that you should recognize about our approach to your project, including:

- **TEAMING PARTNERSHIP:** JEO has added Chris Lemke to our team. Chris has managed and designed numerous shooting sport projects while employed with the Nebraska Game and Parks Commission. JEO is also attempting a teaming partnership with Hornady Manufacturing to perform ballistic testing for options on the baffles and the supports. Teaming with great partners is the key to long-term success and client satisfaction. Customer and client satisfaction is what JEO is about.
- **ROOTED WHERE YOU ARE:** The construction administration services will be provided locally by Tyler Doane from JEO's Grand Island office. Tyler can be to the project site in minutes, if needed, providing efficiency during construction oversight. Seeing the project through construction and well into the future is the ultimate test of customer satisfaction. We are your 24/7 support line for years to come.
- **COMMUNICATION IS KEY:** We want to know what concerns you. We will tailor the design to meet your unique needs and provide it in a timeframe that ensures adequate time for your consideration, input, and ultimately the confidence that the right solutions are being implemented. In addition to that, the individuals on our team truly value an open and honest communication process. This proactive communication significantly reduces the number of unknowns and surprises that have a tendency to arise.

Because of our team's proximity, JEO offers a cost efficient and responsive choice for your baffle system engineering work. We greatly appreciate your consideration and ask that you select the JEO team for this important project.

Sincerely,

A handwritten signature in black ink that reads "David C. Henke".

David C. Henke, CPO
Project Manager

ROOTED WHERE YOU ARE



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

PRIME CONSULTANT CONTACT



JEO CONSULTING GROUP, INC. (INCORPORATED IN 1937)
1937 North Chestnut Street
Wahoo, NE 68066
www.jeo.com
p. (402) 443-4661



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



PROJECT MANAGER
Dave Henke
p. 402.494.7019
m. 402.241.7409
e. ejoy@jeo.com

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

JEO staff will lead the survey site work and design with assistance from former Nebraska Game and Parks Commission (NGPC) employees to provide a long-lasting product with less maintenance. JEO will also provide local construction observation at the shooting complex.

SUB-CONSULTANT

LEMKE ENGINEERING SERVICES

Chris Lemke, PE
Brainard, Nebraska
p. (402) 545-3631

Experienced in the design and construction management of outdoor recreation projects, including archery and gun ranges. Chris recently retired from the Nebraska Game and Parks Commission as the Engineering Division Manager. He played a key role as the project manager and design engineer on several of their shooting sports projects.



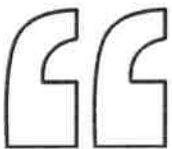
JEO has offered recreational planning and design services for more than 30 years. We have completed countless tennis/pickleball court, aquatic, park, and trail projects throughout Nebraska and Iowa. JEO's recreation team is dedicated to the design of safe recreational facilities. The team includes architects,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

RECREATION

- Tennis Courts
- Pickleball Courts
- Concession/Restroom Facilities
- Lighting
- Indoor Recreational Facilities
- Aquatic Facilities
- Splashpads
- Playground Equipment
- Baseball and Softball Fields
- Picnic Shelters
- Soccer Fields
- Pocket Parks
- Multipurpose Fields
- Trails and Trailheads
- Sports Field Irrigation Systems
- Pedestrian Bridges

STUDIES

- Aquatic/Pool
- Park Master Plan
- Trail



I have worked with JEO staff to build the Aurora Aquatic Facility for the City of Aurora, Nebraska. I couldn't be more pleased with the outcome of our joint efforts. We sought to build an aquatic facility that would address the needs, wants and desires of the patrons over the next thirty or more years, and you met that goal. Consider this an affirmation of my recommendation of your professionalism and workmanship in pool construction."

-Marlin Seeman Mayor of Aurora

RELATED EXPERIENCE AND REFERENCES

The best record of performance comes from satisfied clients. **Each of the projects listed below had involvement by one or more of the professionals who will work on your project.** We encourage you to review the successful fulfillment of the requirements of the projects below and contact the references to further strengthen your decision to entrust our team with your project.

PROJECT EXPERIENCE	PROJECT REFERENCE	TEAM MEMBERS			PROJECT COMPONENTS			
		Dave Henke	Jake Miriovsky	Chris Lemke	Berms	Backstops	Baffles	Ricochet Paths for Containment of Bullets
Platte River State Park Shooting Complex Louisville, Nebraska	Nebraska Game and Parks Commission Jim Swenson p. (402)-471-5499		■	■	■	■	■	■
Wildcat Hills State Recreation Area Shooting Sports Complex Gering, Nebraska	Nebraska Game and Parks Commission Jim Swenson p. (402)-471-5499			■	■	■	■	■
Nebraska Game and Parks Outdoor Education Center Lincoln, Nebraska	Nebraska Game and Parks Commission Jim Swenson p. (402)-471-5499			■	■	■	■	■

Platte River State Park Shooting Complex

Archery: 14 lanes, 60 yds, bullseye, and 3-D and Crossbow targets.
Rimfire: 50 yds., 10 benches, paper and steel targets.
Pellet Gun: 5 lanes retractable bullseye targets and 5 lanes interactive shooting gallery.
Shotgun: Trap range and 5-stand sporting clays.



Wildcat Hills State Recreation Area Shooting Sports Complex

Archery: 33 lanes, 60 yds, bullseye, and 3-D targets.
Rimfire: 50 yds., 7 lanes for rifles, and 6 lanes for pistols.
Rifle: 100 yds., 10 benches, paper and steel targets.
Pellet Gun: 5 lanes retractable bullseye targets and 5 lanes interactive shooting gallery.
Shotgun: Trap range and 5-stand sporting clays.



Nebraska Game and Parks Outdoor Education Center

Indoor Archery: 30 yds, bullseye, 3-D and Crossbow targets.
Indoor Firearm: 25 yds, with retractable targets. Accommodates rifles up to 30/06 and handguns up to 44 Remington Magnum.
Outdoor Archery: Fixed targets 10-60 yards with a roving field course.





APPROACH TO THE PROJECT

PROJECT UNDERSTANDING

The goal of the project is to provide new baffles for the rifle range at the Heartland Public Shooting Park. The work will include investigation of a baffle system that can withstand bullet impact that limits damage to the baffle. Anticipated maximum caliber is a .338 Winchester Magnum. The baffle will be designed to cover the sight area and an assessment of 'blue sky' will be required. Services will include design and construction phase services.

PROJECT APPROACH

At JEO, our project managers are all about you. Your happiness, your satisfaction, the success of your project, and ensuring our team delivers a product that makes you look good is what matters most. We believe in thinking differently. The way we challenge the status quo is by providing customer informed design, best value analysis, and superior experience. Dave Henke will be your project manager specifically because of his experience with Grand Island Parks Department on previous projects. Dave has selected a technical team that will assist him based on their experience and ability to meet deadlines.

JEO's customer informed design provides facilities that meet the needs of the users and management. We engage our clients and decision makers to learn about their needs and desires so we can design specifically what you want. Ultimately, at JEO our goal is to design a baffle system that will stand-up to the stray bullets when they happen.

So, you might ask, what sets us apart from the average engineering firm? We believe it is our structure and the freedom it provides to our project managers and our design staff. We clearly differentiate the role between the project manager and the project engineer. This method frees our project managers

to monitor the communication, workflow between disciplines, project risks, critical success factors, schedule, budget, and ultimately your satisfaction.

Our design team will include engineering staff that has experience in designing shooting baffle systems along with structural engineers to design a good product that will last. We will attempt to work with Hornady Manufacturing in Grand Island to perform ballistics testing to ensure the products we specify will last and will not allow stray bullets from leaving the shooting range. Our team will apply proven delivery methods that quickly step through design to provide confidence in meeting the schedule. We can deliver a high quality and safe finished product.

Our approach is that we will provide options for the replacement of the existing baffle systems and not concentrate on repairs of the existing baffle system. A couple of such options may be to test AR500 metal for bullet penetration or use conveyor belts to keep the bullets from exiting the structure.

SCOPE OF SERVICES AND PROPOSED FEE

JEO shall provide the following scope of services for the small arms firing range overhead baffle system at Heartland Public Shooting Park.

PROJECT MANAGEMENT

- A. Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
- B. Provide timely and coordinated communication to and from the City of Grand Island for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback through construction.
- C. Provide oversight to ensure scope of services and schedule is met.
- D. Work with disciplines to identify potential risks and how to mitigate those risks.
- E. Review billed hours by design team and prepare invoice statements for the City of Grand Island.

MEETINGS

- A. Prepare for and attend a design kick-off meeting with Grand Island staff at the Heartland Shooting Park.
- B. Prepare for and attend 90% submittal review, plan in hand meeting at the Heartland Shooting Park.

TASK 1: DESIGN \$33,180

- A. Conduct a site visit to investigate alternate baffle systems like the new Platte River State Park range the Nebraska Outdoor Education Center range in Lincoln, Nebraska.
- B. Prepare a 60% plan set to include cover sheet, site plan and baffle details.
- C. Prepare a 60% preliminary opinion of cost for the improvements.
- D. Prepare draft specifications, including technical specifications related to the materials and installation for improvements.
- E. Conduct an internal QA/QC review of the plan set.
- F. Conduct QC review of deliverables, revise as needed and submit to the City of Grand Island.
- G. Attend a conference call meeting with the City of Grand Island to review the preliminary plan set for input and concurrence.
 - i. Review preliminary opinion of cost.
 - ii. Review baffle details.
 - iii. Review locations of baffle repairs.
 - iv. Review needed specifications and special construction needs.
- H. Prepare a 90% plan set to include the revised sheets from the 60% plan set.
- I. Prepare final specifications, including technical specifications related to the materials and installation for the improvements.
- J. Prepare a 90% preliminary opinion of cost.
- K. Conduct QC review of deliverables, revise as needed and submit to the City of Grand Island.
- L. Attend a plan in hand meeting with the City of Grand Island to review the preliminary 90% plan set for input and concurrence. Coordinate with the City of Grand Island to prepare forms for contract documents including the invitation to bid used for the advertisement, bid form, construction contracts between the City of Grand Island and contractor(s), and necessary payment and performance bonds and insurance requirements.

TASK 2: CONSTRUCTION PHASE SERVICES..... \$10,820

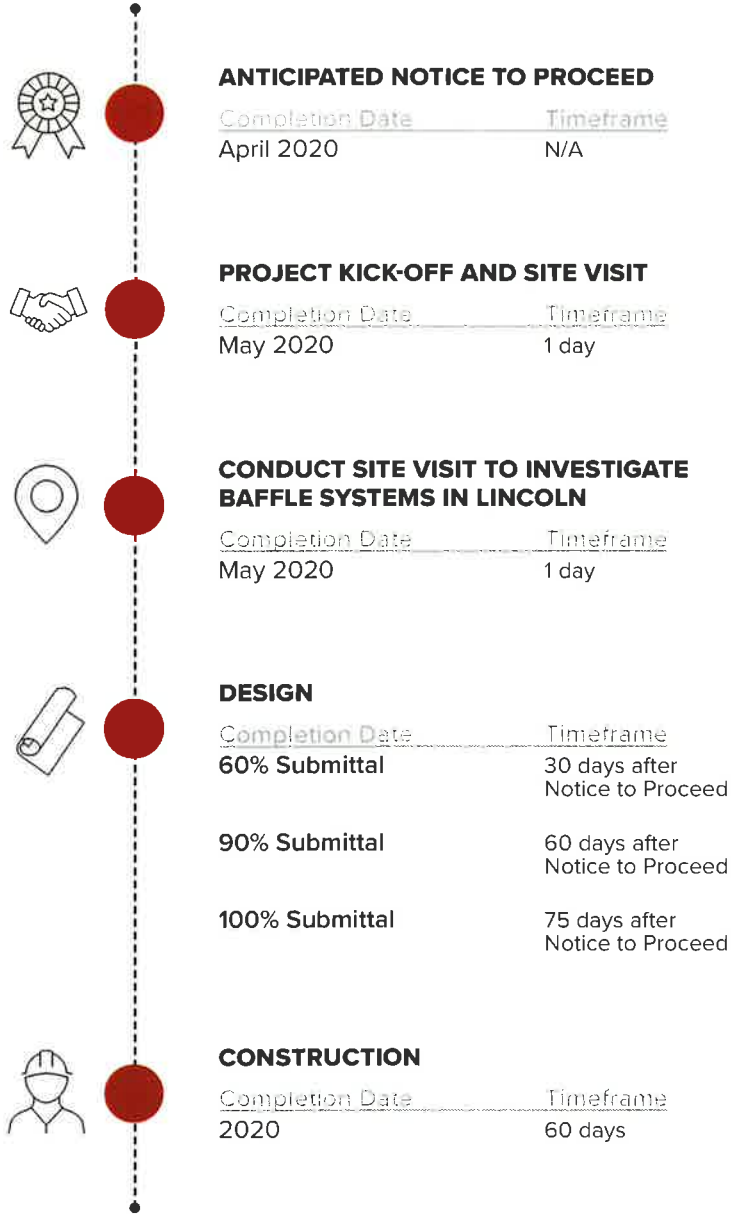
- A. Attend a pre-construction conference(s) prior to initiation of construction. This conference (pre-con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the contractor, review any requirements of the contractor for locates and staking needs.
- B. Review shop drawings (submittals) and related data supplied by the contractor. This will provide the JEO and the City of Grand Island the opportunity to review the materials and equipment that will be supplied for the improvements prior to the contractor securing and obtaining them; which allows JEO to compare the selected materials and equipment with the specifications to ensure compliance.
- C. Prepare for and attend monthly progress meetings (one anticipated). Conduct informal progress meetings on-site with the project engineer, observer, and contractor(s) to review the status of construction. JEO will record and submit minutes from these meetings to the project participants, as appropriate.
- D. Conduct field observation, on a part time basis, of the project to assure the construction is completed in accordance with the contract documents. The field construction timeline is assumed to be 30 calendar days with two site visits per week, 4 hours on-site each visit. On-site personnel will prepare and keep detailed notes, computations and measurements; records of quantities of pay items used in the work; results from tests, certifications, and/or other basis of acceptance for the work; a record of the contractor's operations; and catalog time-stamped photos documenting both preconstruction and post-construction, as necessary. Provide interpretation of the plans and specifications and visit the site at the request of the City of Grand Island.
- E. Review pay applications and prepare one change order.
- F. Set survey control and provide construction staking.
- G. Conduct a substantial completion inspection and final inspection of the project with the prime contractor and the City of Grand Island to assure components of the project have been completed and are acceptable to all parties prior to final payments. A list of items (also known as a punch list) will be produced for the contractors to complete prior to the entire final payment being released. Recommend to the City of Grand Island the acceptance of the project, and complete the necessary certificates. This recommendation will be based on JEO's observation of construction utilizing professional judgment and accepted tests to determine that the contractor has completed their contracts in substantial compliance with the drawings, specifications and contract documents.

TOTAL FEE \$44,000

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



PROPOSED SCHEDULE



All staff assigned to this project have the time to devote to this project. The anticipated construction contract award would be in 2020. Construction per contractor schedule estimated at 60 days. The above schedule is subject to change, should the notice to proceed be expedited or delayed.



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

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

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

Grand Island, Nebraska Heartland Park Shooting Renovations ("Project").

JEO Project Number: 171601.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - Compensation

3.01 Compensation

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

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: City of Grand Island, Nebraska

Engineer: JEO Consulting Group, Inc.



By: _____

By: David C. Henke

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: March 25, 2020

Address for giving notices:

Address for giving notices:

City of Grand Island

JEO Consulting Group, Inc.

PO Box 1968

1937 North Chestnut Street

100 E. First Street

Wahoo, Nebraska 68066

Grand Island, NE 68802-1968

EXHIBIT A

SCOPE OF WORK

The goal of the project is to provide new baffles for the rifle range at the Heartland Shooting Park. The work will include investigation of a baffle system that can withstand bullet impact that limits damage to the baffle. Anticipated maximum caliber is a .338 Winchester Magnum. The baffle will be designed to cover the sight area and an assessment of 'blue sky' will be required. Services include design and construction phase services.

1. Project Management

- a. Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
- b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback through construction.
- c. Provide oversight to ensure scope of services and schedule is met.
- d. Work with disciplines to identify potential risks and how to mitigate those risks.
- e. Review billed hours by design team and prepare invoice statements for Owner.

2. Meetings

- a. Prepare for and attend a design kick-off meeting with Grand Island staff at the Heartland Shooting Park.
- b. Prepare for and attend 90% submittal review, plan in hand meeting at the Heartland Shooting Park.

3. Design

- a. Conduct a site visit to investigate alternate baffle systems like the new Platte River State Park range the Nebraska Outdoor Education Center range in Lincoln, NE.
- b. Prepare a 60% plan set to include cover sheet, site plan and baffle details.
- c. Prepare a 60% preliminary opinion of cost for the improvements.
- d. Prepare draft Specifications, including technical specifications related to the materials and installation for improvements.
- e. Conduct an internal QA/QC review of the plan set.
- f. Conduct QC review of deliverables, revise as needed and submit to Owner.
- g. Attend a conference call meeting with the Owner to review the preliminary plan set for input and concurrence.
 - i. Review preliminary opinion of cost.
 - ii. Review baffle details.
 - iii. Review locations of baffle repairs.
 - iv. Review needed specifications and special construction needs.
- h. Prepare a 90% plan set to include the revised sheets from the 60% plan set.
- i. Prepare final Specifications, including technical specifications related to the materials and installation for the improvements.
- j. Prepare a 90% preliminary opinion of cost.

- k. Conduct QC review of deliverables, revise as needed and submit to Owner.
- l. Attend a plan in hand meeting with the Owner to review the preliminary 90% plan set for input and concurrence. Coordinate with the city of Grand Island to prepare forms for Contract Documents including the Invitation to Bid used for the advertisement, Bid Form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.

4. Construction Phase Services

- a. Attend a Pre-construction Conference(s) prior to initiation of construction. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc.
- b. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them; which allows the Engineer to compare the selected materials and equipment with the specifications to ensure compliance.
- c. Prepare for and attend monthly progress meetings, 1 anticipated. Conduct informal progress meetings on site with the project engineer, observer and Contractor(s) to review the status of construction. JEO will record and submit minutes from these meetings to the project participants, as appropriate.
- d. Conduct field observation, on a part time basis, of the project to assure the construction is completed in accordance with the contract documents. The field construction timeline is assumed to be 30 calendar days with two site visits per week, 4 hours on site each visit. Onsite personnel will prepare and keep detailed notes, computations and measurements; records of quantities of pay items used in the work; results from tests, certifications, and/or other basis of acceptance for the work; a record of the contractor's operations; and catalog time-stamped photos documenting both preconstruction and post-construction, as necessary. Provide interpretation of the plans and specifications and visit the site at the request of the Owner.
- e. Review pay applications and prepare one change order.
- f. Set survey control and provide construction staking.
- g. Conduct a substantial completion inspection and final inspection of the project with the prime Contractor and the Owner to assure components of the project have been completed and are acceptable to all parties prior to final payments. A list of items (also known as a Punch List) will be produced for the Contractors to complete prior to the entire final payment being released. Recommend to the Owner the acceptance of the project, and complete the necessary certificates. This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the drawings, specifications and contract documents.

5. Deliverables

- a. Monthly Invoices and Progress Reports.
- b. Construction reports as necessary.
- c. Digital photos (preconstruction, construction phase and post construction).
- d. Documentation of punch list items and resolution with associated correspondence.
- e. Three hard copies of the plans, narrative and specifications at appropriate design submittal stages.
- f. Two hard copy sets of the final documents and a PDF.
- g. Electronic deliverables will be on CD and include the AutoCAD drawings packaged with all layer reference files.

6. Project information format

JEO will follow the Owner’s standard procedures and guidelines in preparing plans.

7. Services Not Part of This Scope

- a. Laboratory sampling and materials testing.
- b. Environmental permitting and/or mitigation.
- c. Full time resident project representation.
- d. Payment of agency review and permitting fees.
- e. Meetings not identified above.
- f. Testing of baffle equipment is by Owner.

8. Schedule

- 1. Anticipated Notice to Proceed March 2020
- 2. 60% submittal 30 days after NTP
- 3. 90% submittal 60 days after NTP
- 4. 100% submittal 75 days after NTP
- 5. The anticipated construction contract award would be in 2020. Construction per Contractor schedule estimated at 60 days.

9. Fee (Lump Sum)

1. Design	\$33,180
2. Construction	<u>\$10,820</u>
Total	\$44,000

Exhibit B

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION 2020-239

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) to Provide Design Services to Renovate Small Arms Firing Range Overhead Baffle System at the Heartland Public Shooting Park; and

WHEREAS, two (2) request for proposals were received; and

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

WHEREAS, a contract amount of \$44,000.00 has been negotiated; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from JEO Consulting Group from Wahoo, Nebraska to Provide Design Services to Renovate Small Arms Firing Range Overhead Baffle System at the Heartland Public Shooting Park is hereby approved at a cost of \$44,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 18, 2020	☒ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-22

**#2020-240 - Approving Overnight RV Parking for May 2021
Softball Tournament at Veterans Sports Complex - Parks &
Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 22, 2020

Subject: Approve Overnight RV Parking for May 2021 Softball Tournament at the Veterans Sports Complex

Presenter(s): Todd McCoy

Background

All overnight use of City parks is restricted as a result of City Code:

§24-5. Curfews In City Parks

(1) The city council may, by resolution, establish, or alter, a curfew in any city park or playground, and prohibit access to, and the use of, such park or playground during the hours of the curfew so established.

(2) Signs shall be posted in any park or playground for which a curfew has been established, indicating the hours of such curfew.

(3) It shall be unlawful for any person to be in a park or playground during the curfew hours posted for such park or playground.

Discussion

Local softball tournament organizers have requested that an exception be made to the Veterans Sports Complex curfew on May 28, 29, 30, 31, 2021. Event organizers request the City to allow overnight Recreational Vehicle (RV) camping during a tournament that organizers believe will bring 100–125 youth softball teams to Grand Island. The majority of the softball families will likely stay in area hotels, but event organizers request this approval to accommodate a small percentage of families that prefer RV travel and are accustomed to onsite tournament parking.

If approved by City Council the Parks and Recreation Department plans to require the registration of each RV, charge \$20 nightly fee, designate parking areas, and communicate important facility rules.

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 City Council approve the Resolution to alter the curfew and City requirements at the Veterans Sports Complex May 28, 29, 30, 31, 2021 to allow for overnight RV parking.

Sample Motion

Move to approve overnight RV parking at the Veterans Sports Complex May 28, 29, 30, and 31, 2021.

RESOLUTION 2020-240

WHEREAS, local softball tournament organizers have requested that the Parks and Recreation Department allow Overnight RV Parking during a May 2021 Softball Tournament at the Veterans Sports Complex; and

WHEREAS, the City Parks and Recreation Department plans to require the registration of each RV, charge \$20 nightly fee, designate parking areas and communicate important facility rules.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approves the request to allow Overnight RV Camp Parking for a May 2021 Softball Tournament at the Veteran's Sports Complex.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-23

**#2020-241 - Approving CDBG Amendment No. 01 to Contract
#2018-6 with Hope Harbor Inc.**

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: September 22, 2020

Subject: Approving CDBG Amendment No. 01 to Contract #2018-6 with Hope Harbor Inc.

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In September of 2019, City Council approved the contract with Hope Harbor in the amount of \$20,000 to facilitate a public service program that meets the goals of the 2019 Annual Action Plan which is a requirement of being an Entitlement Community participating in the Community Development Block Grant Program administered by the Department of Housing and Urban Development.

Discussion

Hope Harbor received CDBG funding from the City of Grand Island's CDBG annual allocation in order to provide a Public service program to low to moderate income persons within the City of Grand Island. Hope Harbor is the lead agency in providing services through Project Connect an annual one-day event, which links individuals and families who are homeless or at-risk of homelessness to a variety of essential services that offer same-day solutions. The CDBG award is to be used to fund Project Connect for the 2019 and 2020 events, at this time due to local COVID-19 directed health measures the 2020 Project Connect event will not be held until the spring of 2021.

For this reason Community Development is requesting that the original contract completion date stated in the CDBG #2018-6 agreement with Hope Harbor Section II Paragraph G be amended to September 10, 2021 so that funding may be used to provide services during the 2021 Project Connect Event.

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 Amendment No. 01 to CDBG Contract #2018-6 with Hope Harbor Inc. and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve amendment No. 01 to CDBG Contract #2018-6 with Hope Harbor Inc.



Amendment #1

PROJECT: Project Connect CDBG-2018-6a

CONTRACTOR: Hope Harbor

AMOUNT OF ORIGINAL CONTRACT: \$20,000

CONTRACT START DATE: September 10, 2019

Revision #1 – Contract Extension date

Notice to Proceed Date ----- September 10, 2019

Original Completion Date ----- September 10, 2020

Revised Completion Date ----- September 10, 2021

Contractor Hope Harbor Inc.

By _____ **Date** _____

Title: Liz Mayfield, Executive Director _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ **Date** _____
Mayor

Attest _____
City Clerk

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 10th day of September, 2019 by and between the City of Grand Island ("City/Grantee,") and Hope Harbor, Inc. ("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 administering a CDBG Fiscal Year 2018 Entitlement Housing Rehabilitation, Public Facility, Public Improvement Public Service or Economic Development program 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

Hope Harbor shall use twenty thousand and 00/100(\$20,000.00) of Community Development Block Grant funds for cost associated with implementing a new or expansion of the Project Connect event, as submitted in the application for Community Development Block Grant (CDBG) funds dated (September 10, 2019) toward the goal of accomplishing services provided to homeless and near homeless persons within Grand Island. The Sub-recipient's program will create an Event which will provide services to a minimum of 300 persons. Fifty-one percent (51%) of these services will be provided to persons of low 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. Secure site for Project Connect Event
- b. Provide multiple health economic and safety services to homeless or near homeless persons who reside within Grand Island.
- c. Complete an income survey for all persons who receive services.

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 Sub-recipient's goal is to accomplish a Project Connect Event that will continue for a minimum of 3 years. The Sub-recipient is responsible to perform all administrative services necessary to administer the above mentioned program.
- b. The Sub-Recipient is to provide quarterly reports on achievements and program impact to include
 - a. Number of persons served
 - b. A summary of project progress
 - c. Client Demographics

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of persons served. The Sub-recipient will benefit a minimum of 300 persons. 153 persons served must be low to moderate income (80 % AMI) and 147 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: 2018-6
 Basic Eligibility Citation: 24 CFR 570.201
 Amount Funded: \$20,000.00

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 Sub-recipient shall perform the services set out above, and shall expend the Community Development Block Grant funding provided for above between September 10, 2019 and September 10, 2020. 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 Sub-recipient shall use Twenty Thousand dollars &00/100 (\$20,000.00) of Community Development Block Grant funds provided for the materials and space needed to complete a Project Connect event.

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 Twenty Thousand 00/100 Dollars (\$20,000.00). 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 City of Grand Island will conduct the Environmental Review and provide documentation of the findings to the Sub-recipient upon its completion. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

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.

L. 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)

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

Indenture of restrictive covenants, Davis Bacon sub recipient and contractor’s meeting, Davis Bacon regulations apply.

P. 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		Hope Harbor	
ATTN: Community Development Division		Liz Mayfield	
100 East First Street		615 W. First Street	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	(308)385-5190
Fax:	(308) 385-5488	Fax:	308-385-5195

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 2 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

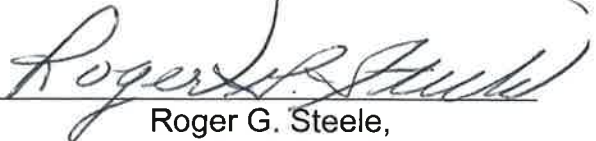
The provisions set forth in Sections I-XVI, and all attachments of this Agreement constitute the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall not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

September 13, 2019 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: Hope Harbor Inc.

Date

9/6/19

By



Liz Mayfield, Executive Director

Date

9/9/19

By



Board President

RESOLUTION 2020-241

WHEREAS, the City of Grand Island, Nebraska was awarded \$414,017 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 2018-2019 Annual Action Plan; and

WHEREAS, Hope Harbor Inc. 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 2018-2019 Annual Action Plan; and

WHEREAS, the original agreement with Hope Harbor Inc. is now being amended to extend the completion date to September 10, 2021 due to Covid-19 restrictions.

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 Hope Harbor Inc. and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-24

#2020-242 - Approving Grand Island Fire Departments Medical Director's Contract

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: September 22, 2020

Subject: Approving Grand Island Fire Departments Medical Director's Contract

Presenter(s): Cory Schmidt, Fire Chief, EMS Division Chief Russ Blackburn

Background

Ambulance Services in Nebraska are allowed to do Advanced Medical Life Support under a Medical Doctor's License. The Doctor that allows his license to be delegated down to Emergency Medical Services, is that service's Medical Director. The Medical Director is responsible for the quality of medical care provided by the Service's paramedics.

Discussion

Dr. Michael McGahan has been the Medical Director for Grand Island Fire Department's Emergency Medical Services since 1998. After a Request for Proposal (RFP), Dr. McGahan has been chosen to be our Medical Director candidate again. His RFP price to continue as the Medical Director will be the same fee he has been paid for the past ten years, \$23,000.00/ year. We request you approve the 5 year contract with Dr. McGahan to be our Medical Director, so we can continue the high level of care the citizens of Grand Island have come to expect.

Alternatives

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

1. Move to approve the request
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 Grand Island Fire Department's Medical Director's Contract with Dr. Michael McGahan.

Sample Motion

Move to approve approve the Grand Island Fire Department's Medical Director's Contract with Dr. Michael McGahan.

RESOLUTION 2020-242

WHEREAS, Grand Island Fire Department provides Advanced Life Support services, and is required by state law to have a Medical Directors license to work under to provide those services.

WHEREAS, Dr. Michael McGahan has been and with approval of this contract will continue to be the Medical director for the Grand Island Fire Department for 5 more years at the same cost of \$23,000.00 per year.

WHEREAS, such agreements have been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between Dr. Michael McGahan and the City of Grand Island Fire Department to provide Medical Director services.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item I-1

#2020-243 - Consideration of Approving Bid Award - Construction of Pickleball Courts at Veterans Sports Complex - Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Meeting: September 22, 2020
Subject: Bid Award for Veteran Sports Complex Pickleball Courts Project
Presenter(s): Todd McCoy

Background

On August 2, 2020 the Parks and Recreation Department advertised for bids to construct eight (8) new pickleball courts at the Veterans Sports Complex.

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

Discussion

Bids were received from five (5) builders:

Hellas Construction, Inc., Austin, TX	\$698,935.00
Mid Plains Construction Co., Grand Island, NE	\$621,680.00
Renner Sports Surfaces, Denver, CO	\$552,000.00
PCC Sports, Lone Jack, MO	\$490,000.00
Multicon, Inc., Wichita, KS	\$457,695.00

Staff recommends accepting the low bid of \$457,695.00 from Multicon, Inc. of Wichita, Kansas to build the eight (8) new pickleball courts that consists of post-tension technology, court lighting, vinyl-clad chain link fence, fabric shade awnings, concrete courtyard/sidewalks, seeding, and bleachers. Multicon has successfully completed several similar projects in Kansas. The project is scheduled to be completed by May 31, 2021.

The Parks and Recreation Department has teamed up with the Grand Island Pickleball Club in planning and support of this project. To date the Pickleball Club has formally pledged \$115,485.76 toward the project and the group is continuing fund raising efforts. Food and Beverage Tax proceeds will be utilized for expenses beyond private donations.

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 award the bid to build eight (8) new pickleball courts at the Veterans Sports Complex to Multicon, Inc. of Wichita, Kansas.

Sample Motion

Move to award the bid for the construction of new pickleball courts at the Veterans Sports Complex to Multicon, Inc. for a total of \$457,695.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 18, 2020 at 2:00 p.m.
FOR: Veterans Park Pickleball Court Complex
DEPARTMENT: Parks & Recreation
ESTIMATE: \$511,887.00
FUND/ACCOUNT: Food & Beverage
PUBLICATION DATE: August 2, 2020
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Renner Sports</u> Denver, CO	<u>Hellas Construction, Inc.</u> Austin, TX
Bid Security:	Federal Insurance Co.	Liberty Mutual Ins. Co.
Exceptions:	None	None
Base Bid:	\$552,000.00	\$698,935.00
Alternate No. 1:	\$409,000.00	\$ 89,000.00
Alternate No. 2:	\$587,000.00	\$ 7,180.00
Alternate No. 3:	\$568,000.00	\$ 24,818.00
Alternate No. 4:	\$549,000.00	\$ 29,370.00
Alternate No. 5:	\$563,000.00	\$ 28,160.00
Alternate No. 6:	\$584,000.00	\$ 9,012.00

Bidder:	<u>PCC Sports</u> Lone Jack, MO	<u>Multicon, Inc.</u> Wichita, KS
Bid Security:	Hudson Insurance Co.	Employers Mutual Casualty Co.
Exceptions:	None	None

Base Bid:	\$490,000.00	\$457,695.00
Alternate No. 1:	\$ 70,300.00	\$ 77,300.00
Alternate No. 2:	\$ 7,200.00	\$ 15,816.00
Alternate No. 3:	\$ 20,000.00	\$ 24,818.00
Alternate No. 4:	\$ 20,000.00	\$ 16,661.00
Alternate No. 5:	\$ 3,000.00	\$ 2,000.00
Alternate No. 6:	\$ 8,000.00	\$ 8,245.25

Bidder:	<u>Mid Plains Construction Co.</u> Grand Island, NE
Bid Security:	Universal Surety Company
Exceptions:	None

Base Bid:	\$621,680.00
Alternate No. 1:	\$ 85,500.00
Alternate No. 2:	\$ 7,000.00
Alternate No. 3:	\$ 21,900.00
Alternate No. 4:	\$ 35,400.00
Alternate No. 5:	\$ 5,500.00
Alternate No. 6:	\$ 9,500.00

cc: Todd McCoy, Park & Recreation Director
 Jerry Janulewicz, City Administrator
 Stacy Nonhof, Purchasing Agent

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

P2218

RESOLUTION 2020-243

WHEREAS, the City of Grand Island invited sealed bids for Veteran's Park Pickleball Court Complex according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on August 18, 2020, five (5) bids were received, opened and reviewed; and

WHEREAS, Multicon, Inc. from Wichita, Kansas, 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 \$457,695.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Multicon, Inc. from Wichita, Kansas in the total amount of \$457,695.00 for Veteran's Park Pickleball Court Complex is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item J-1

Approving Payment of Claims for the Period of September 9, 2020 through September 22, 2020

The Claims for the period of September 9, 2020 through September 22, 2020 for a total amount of \$7,995,661.99. A MOTION is in order.

Staff Contact: RaNae Edwards