
City of Grand Island



Tuesday, October 12, 2021 Council Session Agenda

City Council:

Jason Conley
Michelle Fitzke
Bethany Guzinski
Chuck Haase
Maggie Mendoza
Vaughn Minton
Mitchell Nickerson
Mike Paulick
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 - Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive

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, October 12, 2021

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 3403 Tri Street (R2S2, LLC)

Council action will take place under Consent Agenda item G-8.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 12, 2012

Subject: Acquisition of Utility Easement – R2S2 LLC – 3403 Tri Street

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of R2S2, LLC, located through a part of Lot One (1), Palu Third Subdivision, in the City of Grand Island, Hall County, Nebraska (3403 Tri Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Utilities Department is converting the overhead electric primary to underground at the intersection of US Highway 34 and South Locust Street. Approximately 150 linear feet of 6" PVC conduit with 500 mcm cable will be installed to accommodate the conversion.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item E-2

**Public Hearing on Acquisition of Public Easements in R.W.
Rasmussen Third Subdivision- 2711 Riverside Drive (Jason W.
Hornady)**

Council action will take place under Consent Agenda item G-11.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Public Hearing on Acquisition of Public Easements in R.W. Rasmussen Third Subdivision- 2711 Riverside Drive (Jason W. Hornady)

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Relocation of the existing sanitary sewer easement at 2711 Riverside Drive is necessary for construction of a new home at such location. A sketch is attached to show the easement area.

Discussion

To allow for construction of a new home at 2711 Riverside Drive it is requested that the City of Grand Island acquire a new location for the sanitary sewer easement, according to the attached sketch. At tonight's meeting a new location for the easement is recommended for acquisition.

There will be no cost of such action to the City.

Alternatives

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

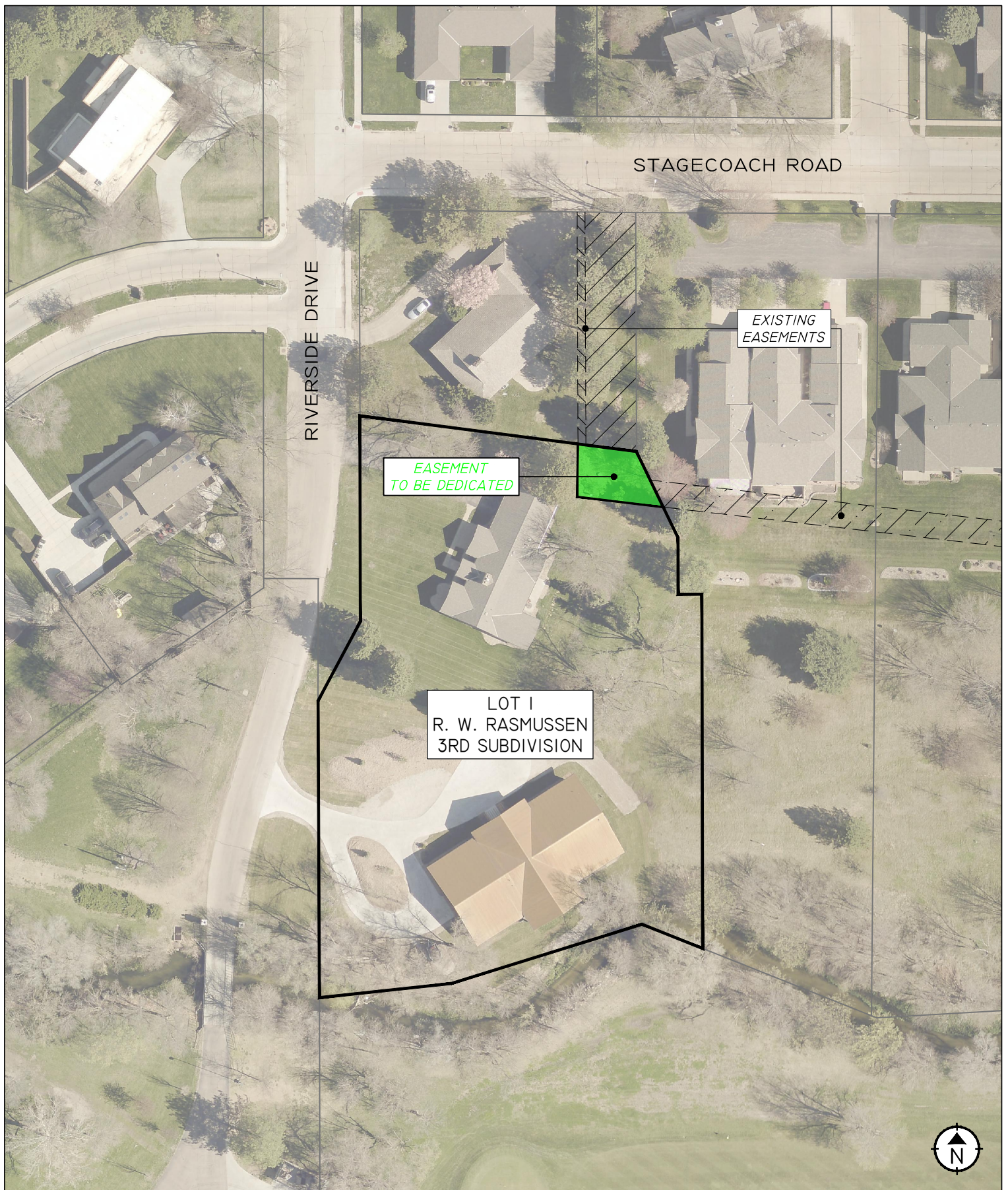
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the acquisition of the sanitary sewer easement.

Sample Motion

Move to approve the resolution.



EASEMENT DEDICATION

LOT I R. W. RASMUSSEN THIRD SUBDIVISION
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item F-1

**#9850 - Consideration of Annexation of Property Located at 1118
N. North Road (Lot 1 of Hanover 2nd Subdivision) (Final Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 12, 2021

Subject: Annexation of Property at 1118 N. North Road (Lot 1 of Hanover 2nd Subdivision)

Presenter(s): Chad Nabity, AICP

Background

The property at 1118 N. North Road consists of 1 single family home on 0.62 acres of property surrounded by the City of Grand Island on 3 sides - the north, south and west. There is a house to the south, Fire Station 4 to the north and a new subdivision to the west. The property is connected to city water and has city sewer available. The city of Grand Island maintains North Road to the east of the property.

Annexation of this property will facilitate the development of new and efficient election precincts and the planning department has received a request from the Hall County Election Commissioner to bring this item to the City Council for consideration.

At the August 10, 2021 meeting of the Grand Island City Council a resolution was passed indicating intent to annex property at 1118 N. North Road. The resolution also set the public hearing for annexation for September 14, 2021 and directed the planning department and other city staff as follows:

- to proceed with preparing annexation plans (as required and defined by statute),
- to notify property owners and school districts as required by law, and
- to forward the annexation plans to the Regional Planning Commission for review

The annexation plan is complete and was considered by the Regional Planning Commission after a public hearing at their meeting held September 1, 2021. This plan is available on the Grand Island City Website and from either the City Clerk or Regional Planning Department.

A map of the property and the annexation plan is attached.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation. Council approved Resolution #2021-200 on August 10, 2021 stating their intent to annex this property. An annexation plan has been prepared by staff and referred to the Regional Planning Commission for recommendation.

From the September 1, 2021 Planning Commission Meeting:

Public Hearing – Annexation of 1118 N. North Road – Grand Island – Public Hearing regarding the annexation plan for property located at 1118 N. North Road

O'Neill opened the public hearing:

Nabity stated the property is a single house located south of the fire station. Nabity explained that the property was not included when the subdivision to the south was done or when redevelopment of house to the south. All the property around this property was annexed. This property is the only piece that is not considered city limits. It is adjacent to the fire station. If there is a fire at the house Grand Island Fire Department will respond. City sewer will be available in the near future and the house is connected to city water. This annexation was requested by Hall County Election Commissioner to protect the integrity and confidentiality of ballots and simplify drawing election precinct boundaries. No comment was made by the property owner.

O'Neill closed the public hearing:

A motion was made by Rainforth and second by Allan to approve the annexation of property located at 1118 N. North Road and it is also urban and suburban in nature and contiguous with city limits and city infrastructure is in place.

The motion was carried with seven members voting yes (Nelson, Allan, O'Neill, Ruge, Rainforth, Hendrickesen and Randone) with no members voting no.

Annexation ordinances must be read on three separate occasions.

Alternatives

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

1. Approve the Ordinance on Final Reading
2. Choose not to approve the Ordinance.
3. Modify the ordinance to change the areas under consideration for annexation.
4. Postpone the issue

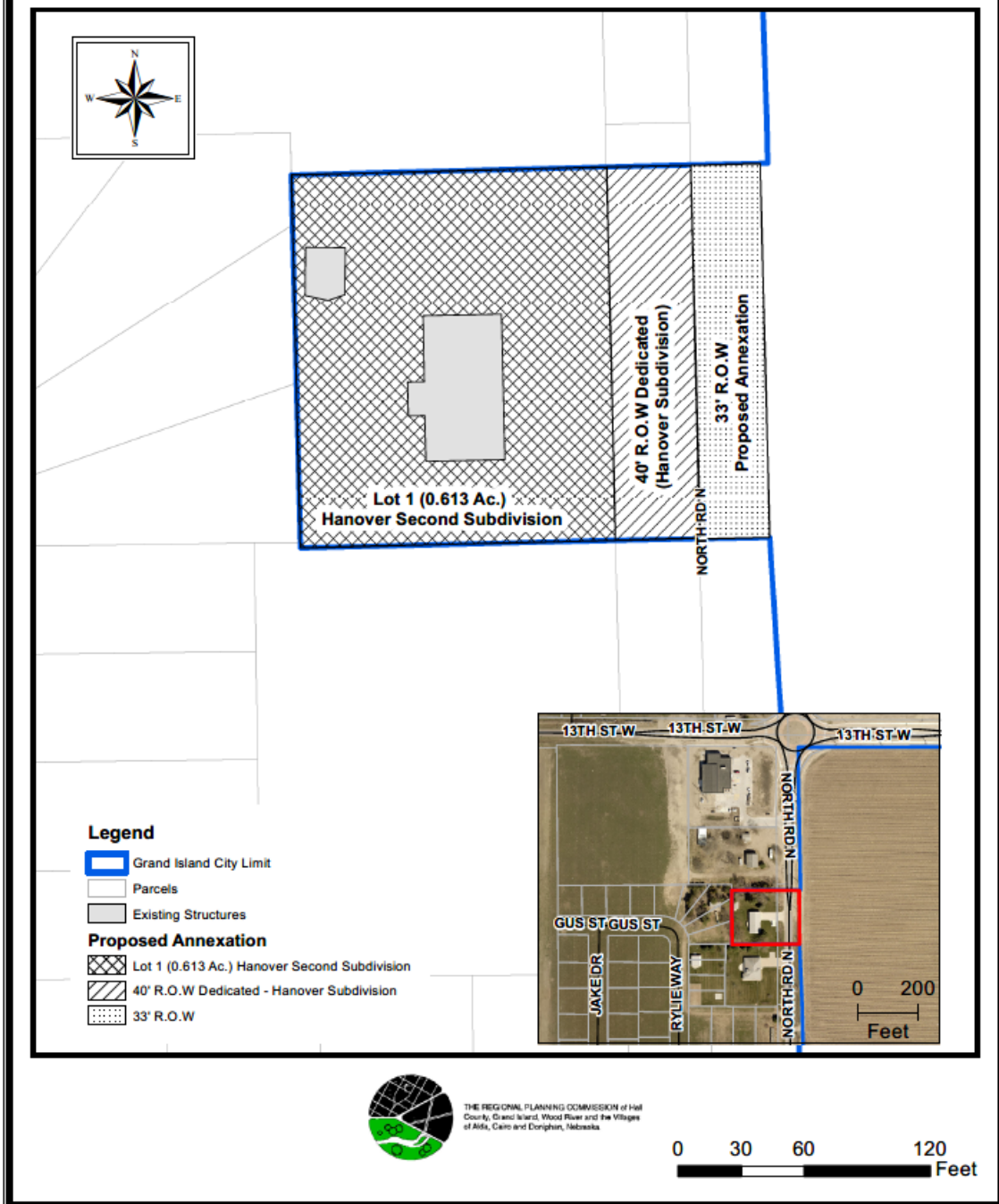
Recommendation

That Council pass the ordinance for annexation as presented.

Sample Motion

Move to approve the annexation ordinance on final reading as presented.

PROPOSED ANNEXATION LOCATION MAP



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9850

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 west North Road and south of 13th Street along with all adjoining public Right-of-Way in Hall County, Nebraska as more particularly described hereinafter and as shown on 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, the Grand Island City Council passed Resolution #2021-200 on August 10, 2021 stating their intent to annex said property and setting September 14, 2021 as the date for a public hearing on said annexation; and

WHEREAS, Resolution #2021-200 was published in The Grand Island Independent on August 30, 2021; and

WHEREAS, The City has prepared a plan for annexation in accordance with N.R.S.S §16-117; and

Approved as to Form	<input type="checkbox"/>	_____
October 21, 2021	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9850 (Cont.)

WHEREAS, after public hearing on September 1, 2021, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Lot 1 of Hanover Second Subdivision and all adjacent and contiguous rights-of-way; and

WHEREAS, after public hearing on September 14, 2021, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 14, 2021 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on September 28, 2021 approved such annexation on second reading and on October 12, 2021 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.

ORDINANCE NO. 9850 (Cont.)

(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 will have no impact on 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.

(E) The plan for extending City services is hereby approved and ratified as amended.

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.

ORDINANCE NO. 9850 (Cont.)

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.

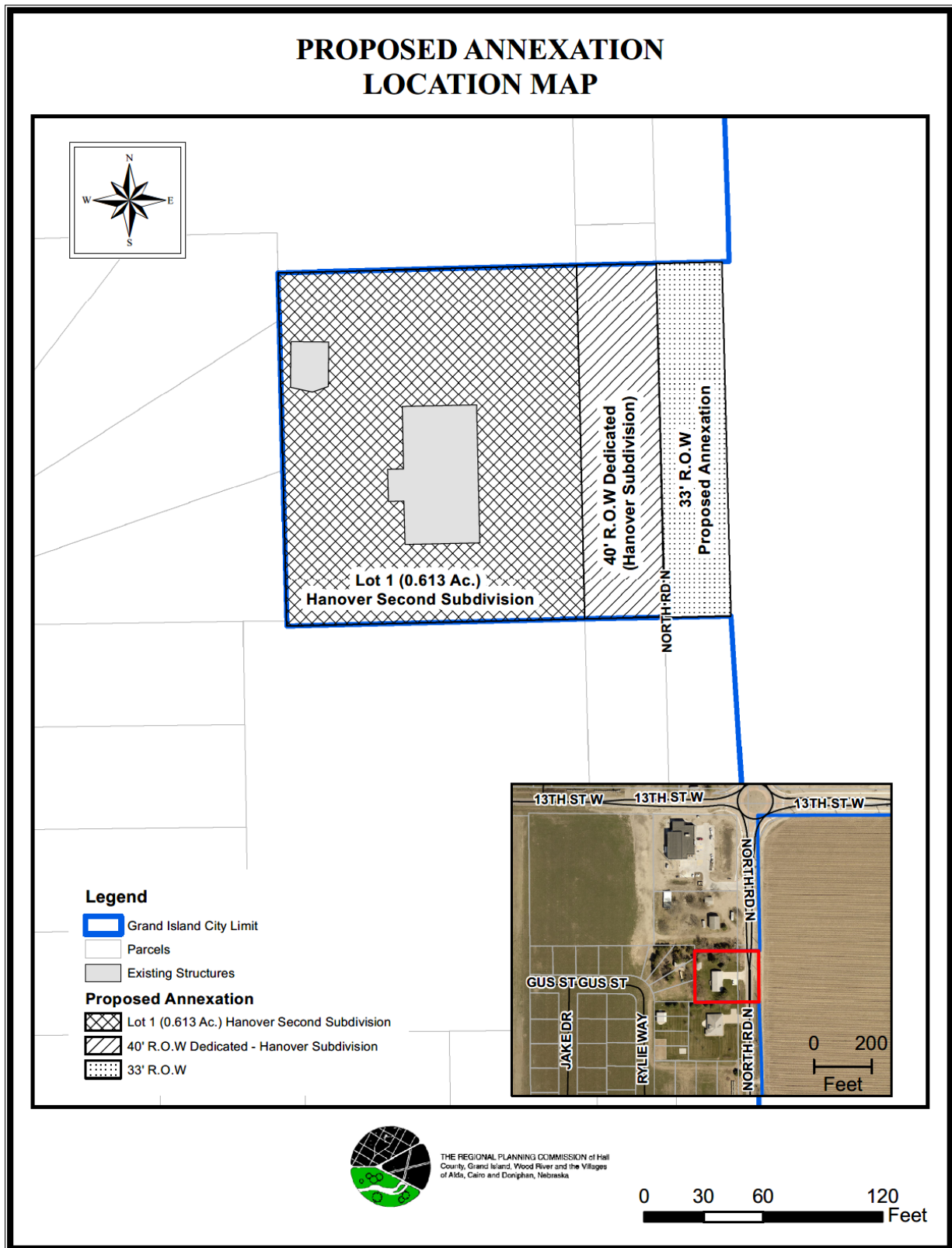
SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, October 12, 2021

Council Session

Item F-2

#9851 - Consideration of Salary Ordinance (Second and Final Reading)

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: October 12, 2021

Subject: Consideration of Approving Salary Ordinance No. 9851

Presenter(s): Aaron Schmid, Human Resources Director

Background

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

Discussion

The proposed salary ordinance recognizes the changes to the collective bargaining agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Grand Island Lodge No. 1597 effective October 1, 2021.

The ordinance amends the following:

- removes the Computer Operator classification,
- reassigns the Administrative Assistant Building – Part Time classification to non-union,
- amends shift differential of Public Safety Dispatchers,
- amends longevity pay to a lump sum, and
- amends wages for the Service/Clerical/Finance classifications.

The ordinance also includes wages for the Grants Administrator, Translator/Interpreter, and Community Service Officer – Part Time classifications.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve proposed Salary Ordinance No. 9851.

Sample Motion

Move to approve Salary Ordinance No. 9851.

ORDINANCE NO. 9851

An ordinance to amend Ordinance 9842 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to amend the salary ranges of ~~non-union~~IBEW Service/Clerical/Finance employees ~~and those employees covered under the FOP labor agreement and the IAFF labor agreement; to remove the non-union positions and salary ranges of Golf Course Superintendent, Maintenance Worker — Golf, and Turf Management Specialist; to add the position and salary range for non-union Maintenance Worker Cemetery Part Time; ; to remove the IBEW Service/Clerical/Finance position and salary range of Computer Operator; to reassign the IBEW Service/Clerical/Finance position and salary range of Administrative Assistant Building - Part Time to the non-union group; to amend the salary range of the non-union position of Community Service Officer – Part Time to align with the Community Service Officer – Full Time in the IBEW Service/Clerical/Finance labor agreement; to add the non-union positions and salary ranges for Grants Administrator and Interpreter/Translator;~~ and to repeal those portions of Ordinance No. 9842 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such

Approved as to Form	☐ _____
September 28, 2021	☐ City Attorney

ORDINANCE NO. 9851 (Cont.)

classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	28.2676/41.0956	Exempt
Accounting Technician – Solid Waste	20.8218/26.1926	40 hrs/week
<u>Administrative Assistant – Building – Part Time</u>	<u>20.4435/29.3215</u>	<u>40 hrs/week</u>
Administrative Coordinator – Public Works	23.8182/34.7669	40 hrs/week
Assistant Finance Director	36.6364/54.4021	Exempt
Assistant Public Works Director/Engineering	44.1891/67.2738	Exempt
Assistant Public Works Director of Wastewater	52.4948/73.3160	Exempt
Assistant Utilities Director – Engineering/Business Operations	57.3856/83.3704	Exempt
Assistant Utilities Director – Production	57.3856/83.3704	Exempt
Assistant Utilities Director – Transmission	57.3856/83.3704	Exempt
Attorney	38.4573/56.8206	Exempt
Building Department Director	43.7705/64.7396	Exempt
Cemetery Superintendent	27.8026/40.1660	Exempt
City Administrator	83.5875/96.3450	Exempt
City Attorney	56.1473/77.4553	Exempt
City Clerk	36.2973/48.1076	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	36.3159/52.2973	Exempt
Collection System Supervisor	27.7512/41.1137	40 hrs/week
Community Development Administrator	24.6956/36.6738	40 hrs/week
Community Service Officer – Part time	17.0793/24.1383 <u>17.5592/24.6211</u>	40 hrs/week
Custodian – Library, Police	16.5211/22.1077	40 hrs/week
Customer Service Representative	11.2934/15.4904	40 hrs/week
Customer Service Team Leader	22.9229/32.7796	Exempt
Deputy City Clerk	29.0378/38.4860	40 hrs/week
Electric Distribution Superintendent	41.9336/57.6781	Exempt
Electric Distribution Supervisor	38.8735/53.7222	40 hrs/week
Electric Underground Superintendent	41.2596/57.4986	Exempt
Electrical Engineer I	31.4980/43.8334	Exempt
Electrical Engineer II	35.2926/50.7006	Exempt

ORDINANCE NO. 9851 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Emergency Management Deputy Director	30.7543/45.1964	Exempt
Emergency Management Director	43.7705/64.7396	Exempt
Engineer I – Public Works	34.6000/49.9636	Exempt
Engineer I – WWTP	34.6000/49.9636	Exempt
Engineering Technician - WWTP	23.4063/33.6893	40 hrs/week
Equipment Operator - Solid Waste	22.0125/28.9944	40 hrs/week
Finance Director	49.6760/74.7189	Exempt
Finance Operations Supervisor	27.4819/38.6171	Exempt
Fire Chief	51.3028/73.2971	Exempt
Fire EMS Division Chief	43.5279/58.8883	Exempt
Fire Operations Division Chief	43.5279/58.8883	Exempt
Fire Prevention Division Chief	43.5279/58.8883	Exempt
Fleet Services Shop Foreman	27.8789/41.2434	40 hrs/week
GIS Coordinator - PW	30.3065/45.2375	Exempt
<u>Grants Administrator</u>	<u>28.2676/41.0956</u>	<u>40 hrs/week</u>
Grounds Management Crew Chief – Cemetery	22.2425/33.6894	40 hrs/week
Grounds Management Crew Chief – Parks	24.3158/34.9630	40 hrs/week
Human Resources Director	44.5499/66.8681	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	26.7780/40.3274	40 hrs/week
Human Resources Recruiter	26.7780/40.3274	40 hrs/week
Human Resources Specialist	26.7780/40.3274	40 hrs/week
Information Technology Manager	42.0401/63.5004	Exempt
<u>Interpreter/Translator</u>	<u>17.5507/26.3534</u>	<u>40 hrs/week</u>
Legal Secretary	22.5094/33.5515	40 hrs/week
Librarian I	26.4156/35.7006	Exempt
Librarian II	30.6949/39.4211	Exempt
Library Assistant I	17.6104/25.4509	40 hrs/week
Library Assistant II	21.7632/30.8094	40 hrs/week
Library Director	48.5101/73.1620	Exempt
Library Page	12.5198/17.2716	40 hrs/week
Library Secretary	18.5589/25.9374	40 hrs/week
Maintenance Worker – Cemetery Part Time	15.7820/23.3988	40 hrs/week
Meter Reader – Part Time	20.8602/27.9301	40 hrs/week
Meter Reader Supervisor	26.5439/34.2119	Exempt
MPO Program Manager	29.8575/44.2044	Exempt

ORDINANCE NO. 9851 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Office Manager – Police Department	22.5835/33.4954	40 hrs/week
Parks and Recreation Director	47.9659/71.9623	Exempt
Parks Superintendent	35.5843/52.3295	Exempt
Payroll Specialist	23.7770/34.7883	40 hrs/week
Planner I	26.2252/39.0590	40 hrs/week
Planning Director	44.7728/66.3355	Exempt
Police Captain	41.0025/59.7113	Exempt
Police Chief	48.7891/76.6353	Exempt
Power Plant Maintenance Supervisor	40.0363/55.8464	Exempt
Power Plant Operations Supervisor	40.6060/57.8480	Exempt
Power Plant Superintendent – Burdick	49.9228/70.8321	Exempt
Power Plant Superintendent – PGS	52.8326/76.7941	Exempt
Public Works Director	50.6938/76.5018	Exempt
Public Works Engineer	35.9586/53.6866	Exempt
Receptionist	17.5507/26.3534	40 hrs/week
Recreation Coordinator	26.0828/37.0175	Exempt
Recreation Superintendent	34.2833/50.4243	Exempt
Regulatory and Environmental Manager	43.3598/57.4829	Exempt
Senior Civil Engineer	41.2645/61.1740	Exempt
Senior Electrical Engineer	42.8924/61.3995	Exempt
Senior Public Safety Dispatcher	23.2192/30.4183	40 hrs/week
Senior Utility Secretary	19.6160/27.4180	40 hrs/week
Shooting Range Superintendent	31.4890/47.2754	Exempt
Solid Waste Division Clerk - Full Time	21.3908/26.9660	40 hrs/week
Solid Waste Division Clerk - Part Time	19.2517/24.2694	40 hrs/week
Solid Waste Foreman	26.4749/36.9540	40 hrs/week
Solid Waste Superintendent	36.2099/53.8010	Exempt
Street Superintendent	33.7851/49.3640	Exempt
Street Foreman	26.9844/39.9813	40 hrs/week
Transit Program Manager	30.1356/45.2410	Exempt
Utilities Director	75.7041/105.1509	Exempt
Utility Production Engineer	41.0193/59.6150	Exempt
Utility Warehouse Supervisor	30.0775/41.1263	40 hrs/week
Victim Assistance Unit Coordinator	18.4893/25.8710	40 hrs/week
Victim/Witness Advocate	16.9519/23.7076	40 hrs/week

ORDINANCE NO. 9851 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Wastewater Plant Chief Operator	27.3718/38.4983	40 hrs/week
Wastewater Plant Operations Engineer	49.9946/69.8306	Exempt
Wastewater Plant Maintenance Supervisor	28.0480/41.0928	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.9795	Exempt
Water Superintendent	35.2743/52.1246	Exempt
Water Supervisor	28.7632/42.1517	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

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

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

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

ORDINANCE NO. 9851 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	20.8650/30.9087	40 hrs/week
Fleet Services Mechanic	23.3145/34.5422	40 hrs/week
Horticulturist	23.8961/35.4669	40 hrs/week
Maintenance Worker – Cemetery	19.7275/29.2485	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week
Maintenance Worker – Streets	19.4506/28.8342	40 hrs/week
Senior Equipment Operator – Streets	22.3929/33.2126	40 hrs/week
Senior Maintenance Worker – Streets	22.2384/32.9835	40 hrs/week
Traffic Signal Technician	22.0846/32.7555	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	21.9201/31.1427	40 hrs/week
Custodian	17.3168/21.4065	40 hrs/week
Electric Distribution Crew Chief	38.9666/50.8883	40 hrs/week
Electric Underground Crew Chief	38.9666/50.8883	40 hrs/week
Engineering Technician I	25.6354/33.5904	40 hrs/week
Engineering Technician II	32.4212/42.0591	40 hrs/week
Instrument Technician	34.3553/45.2280	40 hrs/week
Lineworker Apprentice	26.6079/36.6610	40 hrs/week
Lineworker First Class	33.0441/41.8296	40 hrs/week
Materials Handler	31.0007/38.0597	40 hrs/week
Meter Reader	20.8602/27.9301	40 hrs/week
Meter Technician	31.3285/36.6107	40 hrs/week
Power Dispatcher I	33.7325/40.5910	40 hrs/week
Power Dispatcher II	40.1796/48.0800	40 hrs/week

ORDINANCE NO. 9851 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Maintenance Mechanic	31.9732/42.0591	40 hrs/week
Power Plant Operator	34.5848/41.9279	40 hrs/week
Senior Engineering Technician	33.2735/43.6982	40 hrs/week
Senior Materials Handler	33.4702/43.5889	40 hrs/week
Senior Meter Reader	22.0869/28.7680	40 hrs/week
Senior Power Dispatcher	46.4846/54.8986	40 hrs/week
Senior Power Plant Operator	40.6167/48.5947	40 hrs/week
Senior Substation Technician	39.6994/44.7362	40 hrs/week
Senior Water Maintenance Worker	25.8211/35.9365	40 hrs/week
Substation Technician	39.5895/41.3051	40 hrs/week
Systems Technician	38.9776/45.0094	40 hrs/week
Tree Trim Crew Chief	30.7493/41.4471	40 hrs/week
Utility Electrician	31.9513/42.3869	40 hrs/week
Utility Groundman	20.0188/28.0000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/42.5617	40 hrs/week
Utility Warehouse Clerk	23.8324/30.1483	40 hrs/week
Water Maintenance Worker	24.6738/32.5960	40 hrs/week
Wireworker I	23.8324/36.0600	40 hrs/week
Wireworker II	33.0441/41.8296	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	24.0225/38.1427	
Police Sergeant	33.2774/45.2590	
Police Lieutenant	36.7071/51.5830	

ORDINANCE NO. 9851 (Cont.)

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

A lateral hiring incentive is provided, namely for certified applicants, One-Thousand Five Hundred Dollars (\$1,500) certification credit and fifty (50) hours of compensatory time if eligible.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	23.0309/29.6326	212 hrs/28 days
Firefighter / EMT	17.3619/24.2884	212 hrs/28 days
Firefighter / Paramedic	18.7687/26.5120	212 hrs/28 days
Life Safety Inspector	26.4868/34.5345	40 hrs/week
Battalion Chief	29.6036/34.1068	212 hrs/28 days

ORDINANCE NO. 9851 (Cont.)

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.8680/28.2987	40 hrs/week
Biosolids Technician	23.0200/33.9453	40 hrs/week
Equipment Operator – WWTP	21.3138/ 29.8620	40 hrs/week
Lead Maintenance Mechanic	23.4477/33.9307	40 hrs/week
Lead Maintenance Worker	22.5717/31.7608	40 hrs/week
Lead Wastewater Plant Operator	25.1151/36.0041	40 hrs/week
Maintenance Mechanic I	19.9733/30.0117	40 hrs/week
Maintenance Worker – WWTP	19.9316/29.5334	40 hrs/week
Stormwater Program Manager	24.5901/36.8334	40 hrs/week
Wastewater Plant Laboratory Technician	22.7916/31.5683	40 hrs/week
Wastewater Plant Operator I	20.5507/28.8558	40 hrs/week
Wastewater Plant Operator II	23.3588/33.0438	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Service/Clerical/Finance labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of

ORDINANCE NO. 9851 (Cont.)

hours and work period which certain such employees included under the IBEW Service/Clerical/Finance labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	<u>17.7758/25.7665</u> <u>18.1313/26.2818</u>	40 hrs/week
Accounting Technician – Streets	<u>21.2972/27.9410</u> <u>21.7231/28.4998</u>	40 hrs/week
Accounts Payable Clerk	<u>20.0515/28.3453</u> <u>20.4525/28.9122</u>	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	<u>20.0426/28.7466</u> <u>20.4435/29.3215</u>	40 hrs/week
Administrative Assistant – Public Works	<u>21.1770/30.6510</u> <u>21.6005/31.2640</u>	40 hrs/week
Audio Video Technician	<u>24.0072/32.3010</u> <u>24.4873/32.9470</u>	40 hrs/week
Building Inspector	<u>23.5373/35.2842</u> <u>24.0080/35.9899</u>	40 hrs/week
Cashier	<u>18.2595/25.0890</u> <u>18.6247/25.5908</u>	40 hrs/week
Community Service Officer	<u>17.0793/24.1383</u> <u>17.5592/24.6211</u>	40 hrs/week
Computer Operator	<u>23.8896/32.7818</u>	40 hrs/week
Computer Technician	<u>25.0125/35.9070</u> <u>25.5128/36.6251</u>	40 hrs/week
Crime Analyst	<u>24.6410/31.8421</u> <u>25.1338/32.4789</u>	40 hrs/week
Electrical Inspector	<u>23.7012/35.2077</u> <u>24.1752/35.9119</u>	40 hrs/week
Emergency Management Coordinator	<u>21.1661/30.6510</u> <u>21.5894/31.2640</u>	40 hrs/week
Engineering Technician – Public Works	<u>23.6944/33.4167</u> <u>24.1683/34.0850</u>	40 hrs/week
Evidence Technician	<u>19.8439/28.8589</u> <u>20.2408/29.4361</u>	40 hrs/week
GIS Coordinator	<u>30.4621/45.8945</u> <u>31.0713/46.8124</u>	40 hrs/week
Maintenance Worker I – Building, Library, Police	<u>16.8177/23.8105</u> <u>17.1541/24.2867</u>	40 hrs/week
Maintenance Worker II – Building, Library, Police	<u>19.7674/26.6079</u> <u>20.1627/27.1401</u>	40 hrs/week
Payroll Clerk	<u>20.5214/28.7387</u> <u>21.2139/29.9773</u>	40 hrs/week
Plans Examiner	<u>23.4608/35.2842</u> <u>23.9582/35.9899</u>	40 hrs/week
Plumbing/Mechanical Inspector	<u>23.7122/34.8689</u>	40 hrs/week

ORDINANCE NO. 9851 (Cont.)

	<u>24.1864/35.5663</u>	
Police Records Clerk	<u>17.7268/25.1785</u> <u>18.0813/25.6821</u>	40 hrs/week
Public Safety Dispatcher	<u>21.3628/28.2361</u> <u>21.7901/28.8008</u>	40 hrs/week
Senior Accounting Clerk	<u>19.8876/28.3016</u> <u>20.2854/28.8676</u>	40 hrs/week
Shooting Range Operator	<u>26.1052/35.1312</u> <u>26.6273/35.8338</u>	40 hrs/week
Wastewater Secretary	<u>19.9641/28.1814</u> <u>20.3634/28.7450</u>	40 hrs/week

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

SECTION 8. A shift differential of ~~twenty-five~~fifty cents (\$0.~~25~~50) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior Public Safety Dispatcher who work any hours or portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of ~~thirtyseventy~~-five cents (\$0.~~35~~75) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of ~~twenty-five~~fifty cents (\$0.~~25~~50) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of ~~thirtyseventy~~-five cents (\$0.~~35~~75) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift

ORDINANCE NO. 9851 (Cont.)

differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional forty-five cents (\$0.45) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of twenty-five cents (\$0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five cents (\$0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents (\$0.35) per hour for wages attributable to those shifts. Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift.

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

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four

ORDINANCE NO. 9851 (Cont.)

Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community Services Officers shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

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

ORDINANCE NO. 9851 (Cont.)

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

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW-Utilities labor agreement and the IBEW-Wastewater Treatment Plant labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars (\$12.00) per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements

ORDINANCE NO. 9851 (Cont.)

and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars (\$30.00) biweekly.

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

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

ORDINANCE NO. 9851 (Cont.)

(542) hours [calculated at $50\% \times 1,084 = 542$]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at $35\% \times 1,339$ hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at $36\% \times 1,339$ hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at $53\% \times 1,106$ hours]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-

ORDINANCE NO. 9851 (Cont.)

eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service; forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service; fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty and one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee's salary at the time of separation. The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

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

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

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

ORDINANCE NO. 9851 (Cont.)

labor agreement, IBEW Wastewater Treatment Plant labor agreement and the FOP labor agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars (\$20.00) per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of Ten Dollars (\$10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement:

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

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

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

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

ORDINANCE NO. 9851 (Cont.)

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

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

Ten (10) years (beginning 11 th year)	\$ 645.50
Fifteen (15) years (beginning 16 th year)	\$ 830.50
Twenty (20) years (beginning 21 st year)	\$1,032.50
Twenty-five (25) years (beginning 26 th year)	\$1,247.50

Those employees who are represented by the IBEW Service/Clerical/Finance labor agreement shall annually receive longevity pay as a lump sum payment on the payroll which includes their anniversary date as follows:

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

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

ORDINANCE NO. 9851 (Cont.)

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 10, 2021.

SECTION 14. Those portions of Ordinance No. 9842 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item F-3

#9852 - Consideration of Sale of Property Located at 1111 North Broadwell Avenue to Third City Community Clinic, Inc. (Second and Final Reading)

Staff Contact: John Collins

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Consideration of Sale of Property Located at 1111 North Broadwell Avenue to Third City Community Clinic, Inc.

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

Background

The City received a request from Third City Community Clinic, Inc. to purchase the City owned parcel (No. 400133180) addressed as 1111 North Broadwell Avenue. Such property is no longer needed. The sale of such parcel will eliminate maintenance costs and liability for the City.

Third City Community Clinic, Inc. is the owner of 1107-1109 North Broadwell Avenue, Grand Island, Nebraska, which is adjacent to the subject property.

Discussion

The Proposed Real Estate Purchase Agreement (the “Agreement”) would, if approved by City Council through adoption of an ordinance, authorize the execution of the Agreement and direct the sale of the above-mentioned property to Third City Community Clinic, Inc. The buyer, at its sole cost and expense will be responsible for all closing costs involved in such sale.

As provided by law, notice of the sale and the terms of sale are required to be published for three (3) consecutive weeks in a newspaper published for general circulation in the City of Grand Island. The City Clerk is directed and instructed to prepare and publish said notice. The electors of the City of Grand Island may file a remonstrance against the sale of the real estate. If a remonstrance petition against the sale is signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular city election held in the City and filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

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 adopt the Ordinance approving the Purchase Sale Agreement with Third City Community Clinic, Inc. and directing the sale subject to public remonstrance.

Sample Motion

Move to approve the ordinance.



ORDINANCE NO. 9852

An ordinance directing and authorizing the sale of Parcel No. 400133180, addressed as 1111 North Broadwell Avenue, City of Grand Island, Hall County, Nebraska to Third City Community Clinic, Inc.; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The conveyance by warranty deed to Third City Community Clinic, Inc., a Nebraska Corporation (“Buyer”), of the City’s interests in and to Parcel No. 400133180, addressed as 1111 North Broadwell Avenue, Grand Island, Hall County, Nebraska is hereby approved and authorized.

SECTION 2. Consideration for such conveyance shall be One Dollar (\$1.00) and other valuable considerations.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three (3) consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island

Approved as to Form	by _____
October 21, 2021	City Attorney

ORDINANCE NO. 9852 (Cont.)

voting at the last regular municipal election held in such City be filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to Buyer, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item F-4

#9853 - Consideration of an Ordinance to Vacate Highland Park Subdivision (Second and Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity AICP, Regional Planning Director

Meeting: October 12, 2021

Subject: Request to Vacate Highland Park Subdivision

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

Background

The owners of all of the property encompassed by Highland Park Subdivision have requested that the City vacate the Highland Park Subdivision and all dedicated rights of way and easements. This subdivision was platted and filed in November of 1961 dividing the property south of Old Potash Highway and west of Engleman Road into lots, blocks and streets. There is no record of approval of the plat by Hall County at that time. The property was farmed before the plat was filed and has been under common ownership and farmed since 1961. No improvements for streets or utilities have been made within the subdivision since it was filed.

Discussion

This request was made to facilitate the extension of the Northwestern Energy gas line around the perimeter of the City of Grand Island. No improvements have been made to this property to support the subdivision. No development has occurred on the property and the development as shown would be detrimental to traffic flow along Old Potash Highway and Engleman Road.

Staff is suggesting that the City right of way as shown for both Old Potash Highway and Engleman Road.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the ordinance to vacate Highland Park Subdivision retaining the 33 foot of right of way along the south side of Old Potash Highway and the west side of Engleman Road.

Sample Motion

Move to approve as recommended.



September 7, 2021

To: City of Grand Island

It is the intent of Shirley Klinginsmith to vacate the recorded subdivision of "Highland Park Subdivision" located in the East Half of the NE1/4, Section 22, Township 11 North, Range 10 West of the 6th PM, Hall County NE. No improvements have been established on this subdivision. Please find attached an exhibit and Title Report for proving ownership of this tract of land.

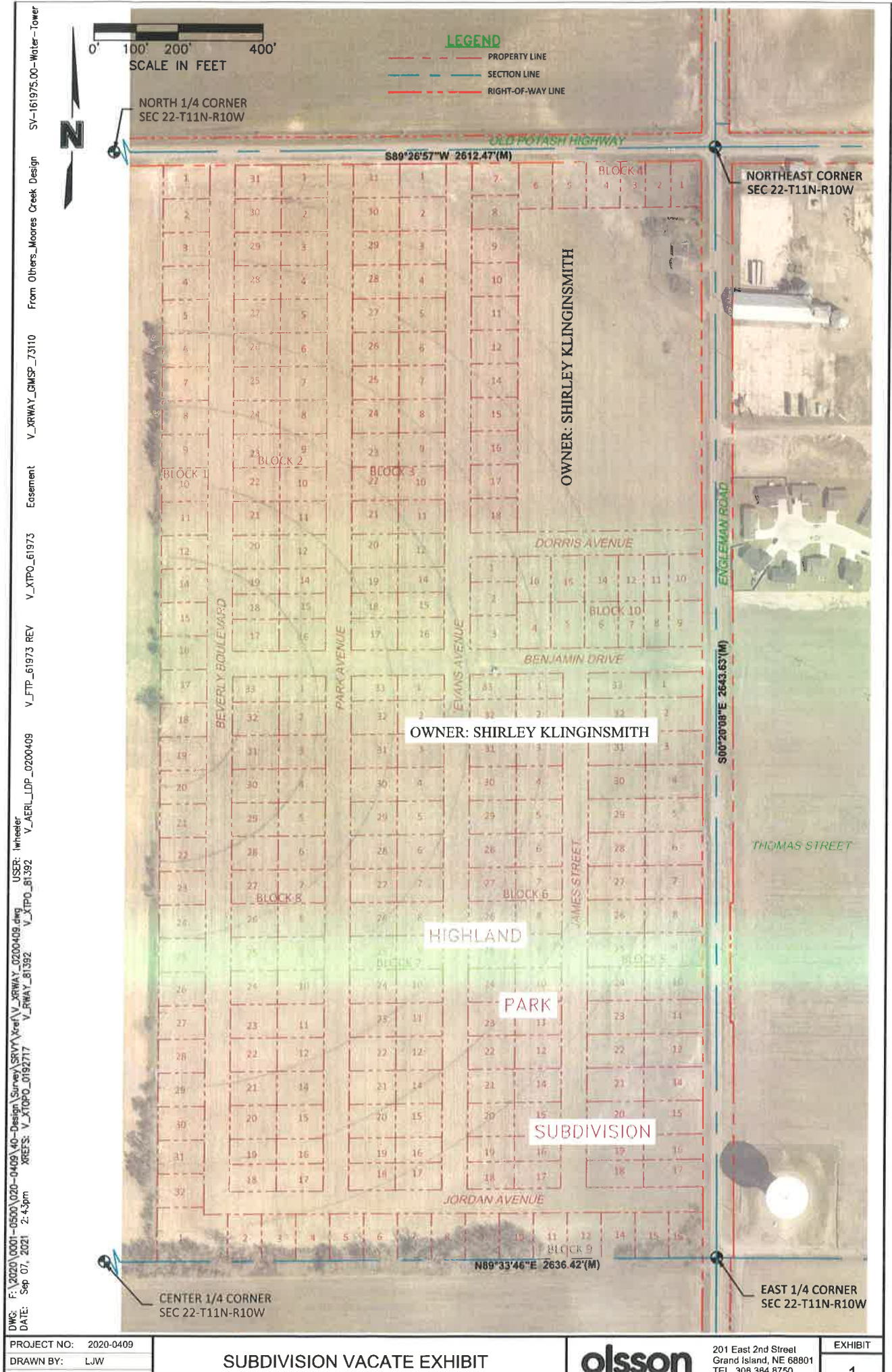
Sincerely,

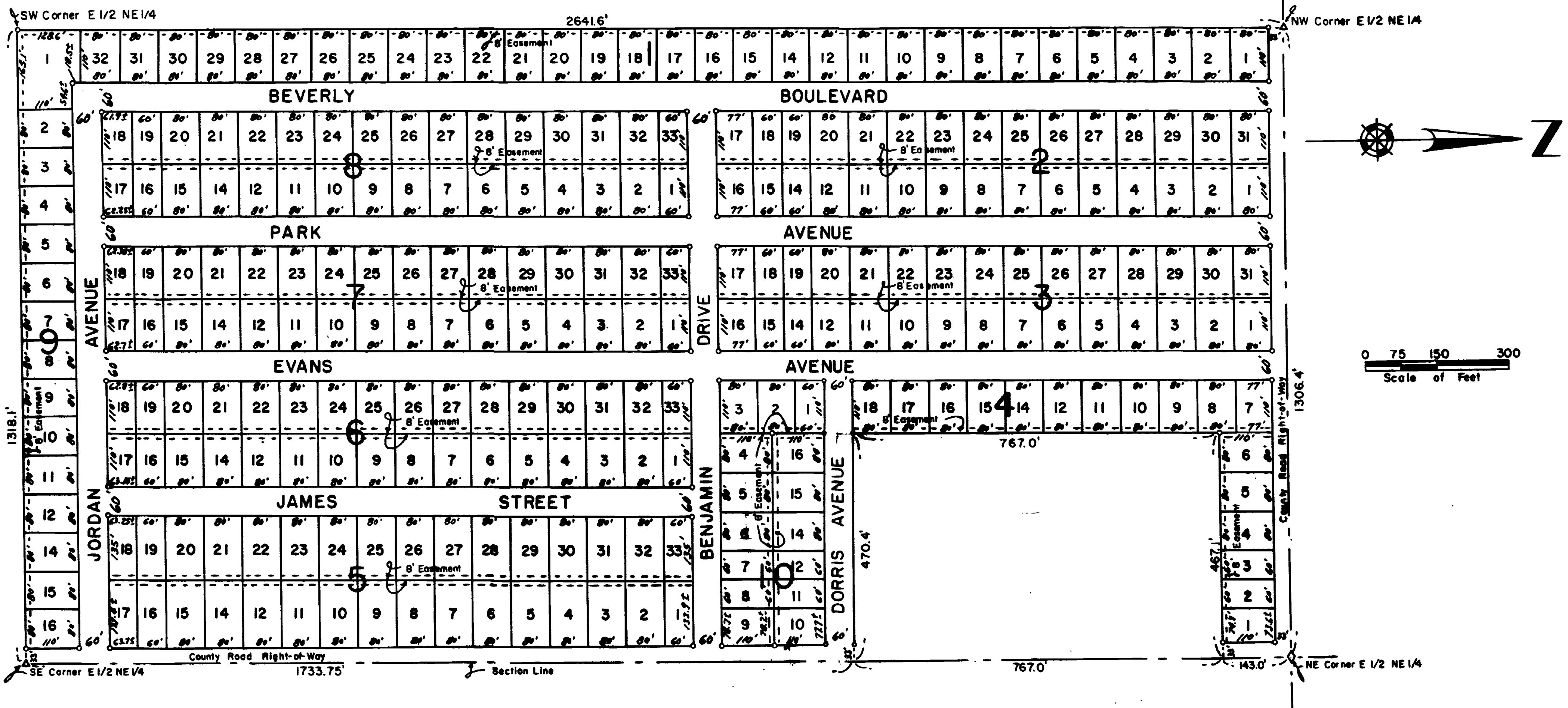
Shirley Klinginsmith

By 

Date 9-8-2021

201 E. Second Street / Grand Island, NE 68801
O 308.384.8750 / olsson.com





DESCRIPTION

Plat of a tract of land in the East One Half of the Northeast Quarter (E 1/2 NE 1/4) of Section Twenty Two (22), Township Eleven (11) North, Range Ten (10) West of the 6th P.M.; Hall County, Nebraska and more particularly described as follows:

Beginning at the Southeast corner of said E 1/2 NE 1/4; thence running westerly along the south line of the E 1/2 NE 1/4 a distance of One Thousand Three Hundred Eighteen and One Tenth (1318.1) feet to the Southwest corner of the E 1/2 NE 1/4; thence running northerly along the west line of the E 1/2 NE 1/4 a distance of Two Thousand Six Hundred Forty One and Six Tenths (2641.6) feet to the Northwest corner of the E 1/2 NE 1/4; thence running easterly along the north line of the E 1/2 NE 1/4 a distance of One Thousand Three Hundred Six and Four Tenths (1306.4) feet to the Northeast corner of the E 1/2 NE 1/4; thence running southerly along the east line of the E 1/2 NE 1/4 a distance of One Hundred Forty Three (143.0) feet; thence running westerly and parallel to the north line of the E 1/2 NE 1/4 a distance of Four Hundred Sixty Seven and One Tenth (467.1) feet; thence running southerly and parallel to the west line of the E 1/2 NE 1/4 a distance of Seven Hundred Sixty Seven (767.0) feet; thence running easterly and parallel to the north line of the E 1/2 NE 1/4 a distance of Four Hundred Seventy and Four Tenths (470.4) feet to a point on the east line of the E 1/2 NE 1/4; thence running southerly along the east line of the E 1/2 NE 1/4 a distance of One Thousand Seven Hundred Thirty Three and Seventy Five Hundredths (1733.75) feet to the point of beginning and containing 71.362 acres more or less.

SURVEYOR'S CERTIFICATE

I hereby certify that on October 24, 1961 I completed a survey of "HIGHLAND PARK SUBDIVISION", Hall County, Nebraska, as shown on the accompanying plat thereof, that iron markers were placed at all block corners, that the dimensions of each lot are as shown on the plat, that each lot and block bears its own number, and that said survey was made with reference to known and recorded monuments.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, SYLVESTER J. McHUGH and DORRIS B. McHUGH, each in his and her own right and as spouse of each other, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "HIGHLAND PARK SUBDIVISION" as shown on the accompanying plat and do hereby dedicate the streets as thereon shown to the public for their use forever and the easements as thereon shown for the location, construction and maintenance of public utilities forever, and that the foregoing subdivision, as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desire of the undersigned owners and proprietors.

IN WITNESS WHEREOF, We have affixed our signatures hereto at Grand Island, Nebraska, this 3rd day of November, 1961.

Sylvester J. McHugh
SYLVESTER J. McHUGH

Dorris B. McHugh
DORRIS B. McHUGH

ACKNOWLEDGEMENT

State of Nebraska ss
County of Hall
On the 3rd day of November, 1961 before me *Richard L. DeBaker*
a Notary Public, within and for said County, personally appeared SYLVESTER J. McHUGH and DORRIS B. McHUGH, his wife, to me personally known to be the identical persons whose signatures are affixed thereon, and each in his and her own right did acknowledge the execution thereof to be his and her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at *Grand Island, Nebraska* on the date last above written.
My commission expires *March 16, 1965*.

Richard L. DeBaker
Notary Public

SEAL

HIGHLAND PARK SUBDIVISION HALL COUNTY, NEBRASKA

THOMAS & BENJAMIN & CLAYTON
ENGINEERS and ARCHITECTS
GRAND ISLAND, NEBRASKA

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9853

An ordinance to vacate the plat for Highland Park Subdivision; to provide for the recording of this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the plat dated November 3rd, 1961 and filed with the Hall County Register of Deeds on November 7th, 1961 by Sylvester J. McHugh and Dorris B. McHugh is hereby vacated along with all easements and rights-of-way dedicated with and/or shown on this plat except the thirty-three foot of road right of way along the north side of the subdivision for Old Potash Highway and the thirty-three foot of road right of way along the east side of the subdivision for Engleman Road which shall be retained by the City on behalf of the public.

Approved as to Form ☐ _____
October 21, 2021 ☐ City Attorney

ORDINANCE NO. 9853(Cont.)

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item F-5

#9854 - Consideration of Vacation of Public Utility Easement in R.W. Rasmussen Third Subdivision; 2711 Riverside Drive (Jason W. Hornady)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Consideration of Vacation of Public Utility Easement in R.W. Rasmussen Third Subdivision; 2711 Riverside Drive (Jason W. Hornady)

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

Background

A public utility easement within R.W. Rasmussen Third Subdivision was filed with Hall County Register of Deeds on September 10, 2021 as Document No. 202107723.

Discussion

Public easements were dedicated with the original plat of R.W. Rasmussen Third Subdivision, before site design was complete. The initial location of the public utility easement was estimated and needs to be relocated, therefore City Council is being asked at tonight's meeting to vacate the initial easement and acquire a new one in the appropriate location. A sketch is attached to show the easement area.

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 an ordinance vacating the public utility easement in R.W. Rasmussen Third Subdivision; 2711 Riverside Drive (Jason W. Hornady).

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9854

An ordinance to vacate an existing public utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing public utility easement located in R.W. Rasmussen Third Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

A TRACT OF LAND COMPRISING ALL OF LOT ONE (1) R.W. RASMUSSEN THIRD SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE (1), THENCE S83°43'27"E, A DISTANCE OF 138.87' TO THE POINT OF BEGINNING, THENCE S83°43'27"E, A DISTANCE OF 21.13', THENCE S00°00'00"E, A DISTANCE OF 112.37', THENCE N90°00'00"W, A DISTANCE OF 21.00', THENCE N00°00'00"E, A DISTANCE OF 114.67' FEET TO THE POINT OF BEGINNING.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Easement Vacate Exhibit 1 attached hereto.

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney

ORDINANCE NO. 9854 (Cont.)

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

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

Enacted: October 12, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



EASEMENT VACATION

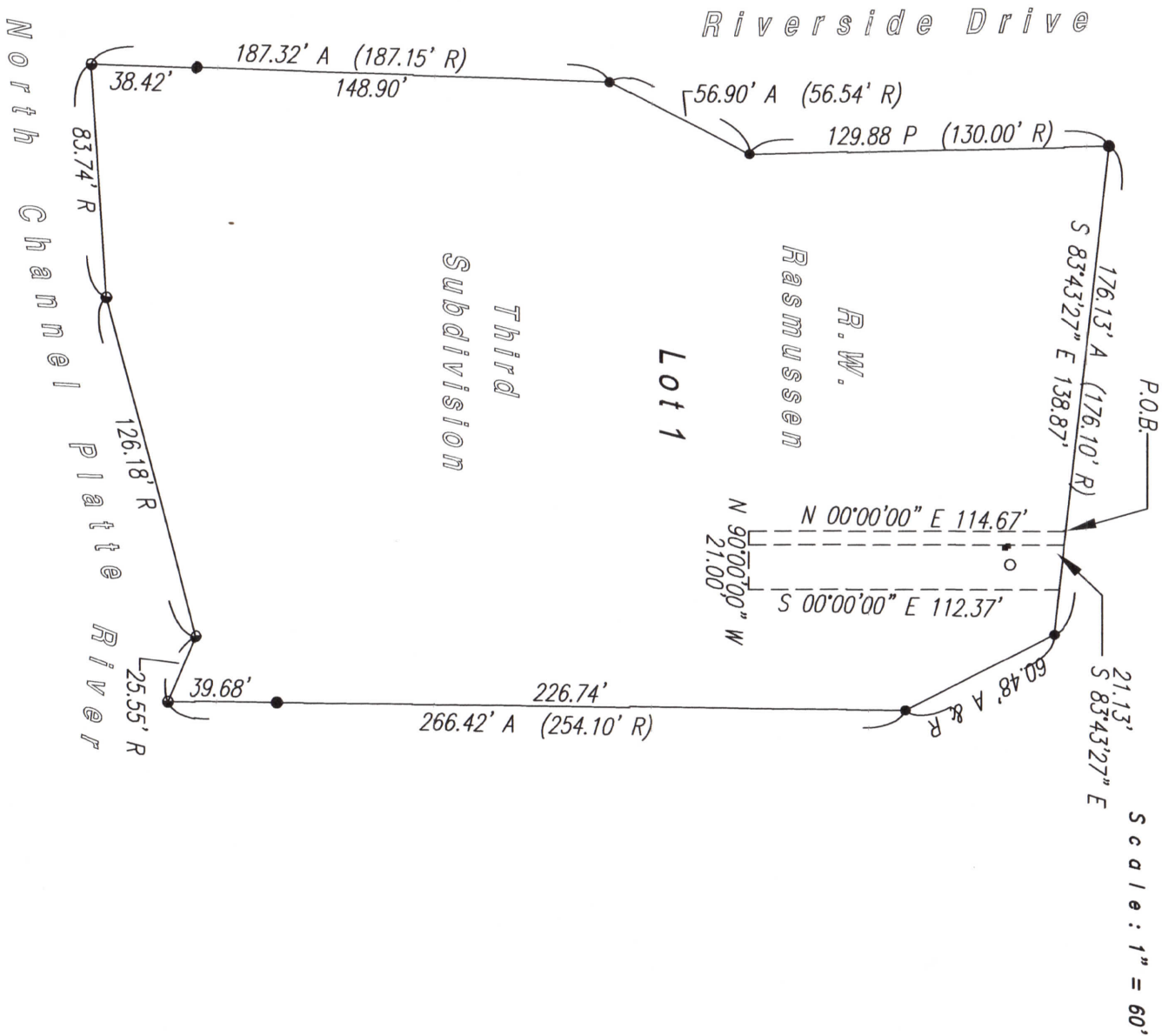
LOT I R. W. RASMUSSEN THIRD SUBDIVISION
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

EASEMENT VACATION



Scale: 1" = 60'



Description

A tract of land comprising all of Lot One (1) R.W. Rasmussen Third Subdivision, being more particularly described as follows:

Commencing at the Northwest Corner of Said Lot One (1), thence S 83°43'27" E, a distance of 138.87' to the point of beginning, thence S 83°43'27" E, a distance of 21.13', Thence S 00°00'00" E, a distance of 112.37' feet, then N 90°00'00" W, a distance of 21.00' feet, then N 00°00'00" E, a distance of 114.67' feet to the point of beginning.

Surveyor's Certificate

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

Brent D. Cyboron - Reg. Land Surveyor No. 727

LEGEND

- Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- o-Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted
- u-Unable To Locate Corner Falls In Water
- A-Indicates ACTUAL Distance
- R-Indicates RECORDED Distance

INITIAL POINT SURVEYING LLC

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

LOCATION: 2711 Riverside Drive
Easement Vacation

Lot 1 R.W. Rasmussen
Third Subdivision

SCALE AT A3: 1" = 60'	DATE: 9-27-21	DRAWN: Brent C.	PAGE: 1 OF 1
PROJECT NO: 19-079	DRAWING NO: 19-079	REVISION: 8-30-21	



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-1

Approving Minutes of September 28, 2021 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 28, 2021

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 28, 2021. Notice of the meeting was given in *The Grand Island Independent* on September 22, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Mark Stelk, Jason Conley, Bethany Guzinski, Mitch Nickerson, and Chuck Haase. Councilmembers Vaughn Minton, Justin Scott, and Maggie Mendoza were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins.

INVOCATION was given by Father Martin Egging, Blessed Sacrament Catholic Church, 518 West State Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from Prairie Pride Brewing, 115 E. South Front Street for an Addition to their Class "LK-116938" Liquor License. City Clerk RaNae Edwards reported that an application for an addition to Class "LK-116938" Liquor License had been received from Prairie Pride Brewing, 115 E. South Front Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 9, 2021; notice to the general public of date, time, and place of hearing published on September 18, 2021; notice to the applicant of date, time, and place of hearing mailed on September 9, 2021. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Proposed Blighted and Substandard Area 34 for approximately 86 Acres located West of Diers Avenue Between Faidley Avenue and State Street (The Starostka Group Unlimited). Regional Planning Director Chad Nabity reported that The Starostka Group Unlimited had commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 34. This study was approximately 86.4 acres of property located along the proposed Claude Road corridor between Faidley Avenue and State Street west of Diers Avenue in northwest Grand Island. Staff recommended approval. Matt Rief, with Olsson Associates, 201 East 2nd Street spoke in support. No further public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 5 located at the corner of Capital Avenue and Skypark Road (Procon Land Development LLC). Regional Planning Director Chad Nabity reported that Procon Properties LLC, the owner of the Lots 1-6 of Sunny Side Third Subdivision had submitted an application for tax increment financing to aid in the redevelopment and renovation of this commercial/industrial property south of Capital Avenue and west of Skypark Road. The intended use of the property was for four flex industrial

buildings suitable for warehousing or small trade related offices. Staff recommended approval. Bruce Schreiner, 2535 N. Carleton spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Tracts - 3490 Ewoldt Street (Tabitha Grand Island, Inc.). Utilities Director Tim Luchsinger reported that a utility easement was needed at 3490 Ewoldt Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Tabitha Grand Island, Inc., had requested a new three phase electrical service for their new facility located at 3490 Ewoldt Street. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3540 Ewoldt Street (PCJV, LLC). Utilities Director Tim Luchsinger reported that a utility easement was needed at 3540 Ewoldt Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. PCJV, LLC, had requested a new electrical service for their new building located at 3540 Ewoldt Street. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Permanent Sanitary Sewer and Lift Station Easements for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 (Hall County, Hall County Airport, and City of Grand Island). This item was pulled from the agenda at the request of the Public Works Department.

Public Hearing on Acquisition of Public Easements in Lewis Acres Subdivision - 3225 W Wildwood Drive (42 Grand Island, LP). Public Works Director John Collins reported that to allow for development of the Lewis Acres Subdivision it was requested that the City of Grand Island acquire public easements. Staff recommended approval. No public testimony was heard.

RESOLUTION:

#2021-259 - Approving Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1957 Service/Clerical/Finance. Human Resources Director Aaron Schmid reported that approximately two dozen job classifications throughout the City currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Brotherhood of Electrical Workers (IBEW), Local 1597 Service/Clerical/Finance. The current labor agreement expires as of midnight September 30, 2021. The City and the IBEW met to negotiate the terms of a new agreement. The City and the IBEW have reached a tentative agreement. Staff recommended approval.

Motion by Paulick, second by Guzinski to approve Resolution #2021-259. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCES:

#9850 - Consideration of Annexation of Property Located at 1118 N. North Road (Lot 1 of Hanover 2nd Subdivision) (Second Reading)

Regional Planning Director Chad Nabity reported that the property located at 1118 N. North Road consisted of 1 single family home on 0.62 acres of property surrounded by the City of Grand Island on 3 sides - the north, south and west. There was a house to the south, Fire Station

4 to the north and a new subdivision to the west. The property was connected to city water and had city sewer available. The City of Grand Island maintained North Road to the east of the property. Annexation of this property would facilitate the development of new and efficient election precincts and the planning department had received a request from the Hall County Election Commissioner to bring this item to the City Council for consideration. Staff recommended approval.

Motion by Guzinski, second by Conley to approve Ordinance #9850 on second reading only.

City Clerk: Ordinance #9850 on second reading only. All those in favor of the passage of this ordinance on second reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9851 - Consideration of Salary Ordinance

Human Resources Director Aaron Schmid reported that the proposed salary ordinance recognized the changes to the collective bargaining agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Grand Island Lodge No. 1597 effective October 1, 2021. Staff recommended approval.

Motion by Nickerson, second by Stelk to approve Ordinance #9851 on first reading only.

City Clerk: Ordinance #9851 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.

#9852 - Consideration of Sale of Property Located at 1111 North Broadwell Avenue to Third City Community Clinic, Inc.

Public Works Director John Collins reported that the City received a request from Third City Community Clinic, Inc. to purchase the City owned parcel (No. 400133180) addressed as 1111 North Broadwell Avenue. Such property was no longer needed. The sale of such parcel would eliminate maintenance costs and liability for the City. Staff recommended approval.

Motion by Guzinski, second by Conley to approve Ordinance #9852 on first reading only.

City Clerk: Ordinance #9852 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.

#9853 - Consideration of an Ordinance to Vacate Highland Park Subdivision

Regional Planning Director Chad Nabity reported that the owners of all of the property encompassed by Highland Park Subdivision have requested that the City vacate the Highland Park Subdivision and all dedicated rights of way and easements. This request was made to facilitate the extension of the Northwestern Energy gas line around the perimeter of the City of Grand Island. Staff recommended approval.

Motion by Paulick, second by Stelk to approve Ordinance #9853 on first reading only.

City Clerk: Ordinance #9853 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.

CONSENT AGENDA: Consent Items G-8, G-9, and G-14 (Resolutions #2021-241, #2021-242, and #2021-247) were pulled from the agenda. Consent Items G-4, G-11 and G-12 (Resolutions #2021-237, #2021-244, and #2021-245) were pulled for further discussion. Motion by Paulick, second by Fitzke to approve the Consent Agenda excluding items G-8, G-9, G-14, G-4, G-11, and G-12. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 14, 2021 City Council Regular Meeting.

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

#2021-236 - Approving Request from Prairie Pride Brewing, 115 E. South Front Street for an Addition to their Class "LK-116938" Liquor License.

#2021-237 - Approving Agreement with Clean Community Systems in an Amount of \$30,000.00. Clean Community Systems Executive Director Denise McGovern-Gallagher explained the programs they provided and thanked the volunteers who helped clean up throughout the City before the State Fair.

Motion by Nickerson, second by Guzinski to approve Resolution #2021-237. Upon roll call vote, all voted aye. Motion adopted.

#2021-238 - Approving Bid Award -Class II Chimney Inspection at Platte Generating Station with Pullman Power, LLC of Kansas City, Missouri in an Amount of \$68,800.00.

#2021-239 - Approving Acquisition of Utility Easement Tracts - 3490 Ewoldt Street (Tabitha Grand Island, Inc.).

#2021-240 - Approving Acquisition of Utility Easement - 3540 Ewoldt Street (PCJV, LLC).

#2021-241 - Approving Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc. This item was pulled at the request of the Utilities Department.

#2021-242 - Approving Amendment No. 1 to Renewable Energy Credit Purchase and Sale Agreement (City of NE City). This item was pulled at the request of the Utilities Department.

#2021-243 - Approving Pole Attachment License Agreement with ALLO Grand Island, LLC.

#2021-244 - Approving Medical Director Contract for Fire Department with Dr. Cory Ohlson in an Amount of \$36,000.00 per year for 5 years. Fire Chief Cory Schmidt explained the duties of the Medical Director.

Motion by Nickerson, second by Fitzke to approve Resolution #2021-244. Upon roll call vote, all voted aye. Motion adopted.

#2021-245 - Approving the Purchase of ProQA Emergency Medical Dispatch Software Module from Priority Dispatch in an Amount of \$79,914.00. Emergency Management Director Jon Rosenlund explained the Dispatch Software System.

Motion by Nickerson, second by Conley to approve Resolution #2021-245. Upon roll call vote, all voted aye. Motion adopted.

#2021-246 - Approving Certificate of Final Completion for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7 with Redina Construction Company of Glen Ellyn, Illinois.

#2021-247 - Approving Acquisition of Permanent Sanitary Sewer and Lift Station Easements for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 (Hall County, Hall County Airport, and City of Grand Island). This item was pulled from the agenda at the request of the Public Works Department.

#2021-248 - Approving Acquisition of Public Easements in Lewis Acres Subdivision- 3225 W Wildwood Drive (42 Grand Island, LP).

#2021-249 - Approving Skid Steer Buy-Back for Streets Division from Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$7,895.82.

#2021-250 - Approving Engineering Consulting Agreement for Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection with JEO Consulting Group, Inc. of Grand Island, Nebraska in an Amount of \$96,970.00.

#2021-251 - Approving Change Order No. 1 for the 2021 Asphalt Resurfacing Project No. 2021-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska for an Increase of \$15,320.00 and a Revised Contract Amount of \$657,221.26.

#2021-252 - Approving Agreement for the Grand Island Area Metropolitan Planning Organization (GIAMPO) Transit Development Plan with HDR, Inc. of Omaha, Nebraska in an Amount of \$174,505.27.

#2021-253 - Approving Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions with The Diamond Engineering Company of Grand Island, Nebraska.

#2021-254 - Approving Change Order No. 1 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 with Sampson Construction Co., Inc. of Lincoln, Nebraska for an Increase of \$4,118.00 and a Revised Contract Amount of \$3,458,118.00.

#2021-255 - Approving Certificate of Final Completion for Mastic Surface Treatment; Project No. 2021-MST-1 with Hall Brothers, Inc. of Marysville, Kansas.

#2021-256 - Approving Certificate of Final Completion for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 with Van Kirk Bros. Contracting of Sutton, Nebraska.

#2021-257 - Approving Certificate of Final Completion for Curb Ramp Project No. 2021-CR-1 with The Diamond Engineering Company of Grand Island, Nebraska.

#2021-258 - Approving Interlocal Agreement for Library Use by and among the City of Grand Island, the County of Hall, and the Grand Island Public Library Board in an Amount of \$27,500.00.

RESOLUTIONS:

#2021-260 - Consideration of Approving Proposed Blighted and Substandard Area 34 for approximately 86 Acres located West of Diers Avenue Between Faidley Avenue and State Street (The Starostka Group Unlimited). This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Haase, second by Paulick to approve Resolution #2021-260. Upon roll call vote, all voted aye. Motion adopted. Councilmember Nickerson abstained.

#2021-261 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 5 located at the corner of Capital Avenue and Skypark Road (Procon Land Development LLC). This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Guzinski, second by Stelk to approve Resolution #2021-261. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Guzinski, second by Conley to approve the payment of claims for the period of September 15, 2021 through September 28, 2021 for a total amount of \$5,123,978.64. Upon roll call vote, all voted aye. Motion adopted.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-2

Approving Requests from Deborah Esquivel, 2004 N Wheeler Avenue, Apt 6H for Liquor Manager Designation with Smoker Friendly 015, 802 West 2nd Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 12, 2021

Subject: Requests from Deborah Esquivel, 2004 N Wheeler Avenue, Apt 6H for Liquor Manager Designation with Smoker Friendly 015, 802 West 2nd Street

Presenter(s): RaNae Edwards, City Clerk

Background

Deborah Esquivel, 2004 N Wheeler Avenue Apt 6H has submitted an application with the City Clerk's Office for Liquor Manager Designation in conjunction with the Class "C-081279" Liquor License for Smoker Friendly 015, 802 West 2nd Street.

The 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. Ms. Esquivel has completed a state approved alcohol server/seller training program. Staff recommends approval.

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 Deborah Esquivel, 2004 N Wheeler Avenue Apt 6H for Liquor Manager Designation in conjunction with the Class "C-081279" Liquor License for Smoker Friendly 015, 802 West 2nd Street.



Grand Island Police Department

Officer Report for Incident L21091773

Nature: Liquor Lic Inv

Address: 802 2ND ST W; SMOKER

FRIENDLY

Location: PAOS

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 10/05/21
When Reported: 13:06:15 09/20/21 Occurred Between: 13:06:15 09/20/21 and 13:06:15 09/20/21

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

LT08 LT08 Deptmnt/Discount Store

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: 13:06:15 09/20/21

Disposition: CLO Date: 10/05/21

Judicial Status:

Occurred between: 13:06:15 09/20/21

Misc Entry:

and: 13:06:15 09/20/21

Modus Operandi:

Description :

Method :

Involvements

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

10/06/21

09/20/21	Name	Smoker Friendly,	Business
09/20/21	Name	Esquivel, Deborah L	Proposed Manger

10/06/21

Narrative

City 10/6/21 Liquor Mangager Application

Grand Island Police Department

Date, Time: 9-20-21

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Deborah Esquivel has applied to become the new Liquor Manager for Smoker Friendly, located at 802 W 2nd Street.

Responsible LEO:

Approved by:

Date

10/06/21

Supplement

City 10/6/21 309 Liquor Manager Application

Grand Island Police Department
Supplemental Report

Date, Time: 10-4-21

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Deborah Esquivel has applied to become the new Liquor Manager for The Cigarette Store LLC, dba as Smoker Friendly on 2nd Street. Deb indicates that she has been in the retail sales business for several years, and has resided in Grand Island for at least the past 13 years. Deb did not list a spouse on her application.

I checked Esquivel through local Spillman files, as well as through NCJIS. Deb has no criminal history in Nebraska, with no crime convictions. However, I noted that Deb does have two (2) historical traffic convictions, both from 1991. Deborah did not disclose those convictions on her application. However, as they were from 30 years ago, it might be an oversight on her part. There were no active warrants for Esquivel's arrest.

I also utilized a paid, law enforcement only, database that supplies general identifying information and past or present civil involvements. I noted that Deb has filed for bankruptcy and had one judgment against her, but both were in the past, and I noted nothing current that would preclude her application from being approved.

I contacted Deborah by phone, for clarification on the historical traffic convictions. She indicated that the omission was an oversight on her part, and she simply forgot to list them because it was 30 years ago. I also discussed briefly that as liquor manager, Deborah is responsible for the actions of her employees at Smoker Friendly, as well as herself. Esquivel advised she understands that, and will educate her staff on proper procedures regarding IDs and sales.

With that clarification, the Grand Island Police Department does not object to Deborah Esquivel being named the new liquor manager for The Cigarette Store LLC, doing business as Smoker Friendly at 802 W 2nd Street.

10/06/21



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-3

**#2021-241 - Approving Renewable Energy Certificate Purchase
and Sale Agreement with Evergy**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 12, 2021

Subject: Renewable Energy Certificate Purchase and Sale Agreement -
Evergy

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Included in the Grand Island Utilities Department's generation portfolio are several wind facilities, primarily the Prairie Breeze III project. Part of the decision to enter into these projects was in anticipation of implementation of the federal government's proposed Clean Power Plan, in which renewable energy credits (REC's) from wind generation projects could be used to offset carbon dioxide emissions from a utility's fossil fueled generation source. Implementation of this plan did not occur; however, the Utilities Department has been accruing RECs and will continue to do so until possible regulations will require their use. There is a demand and a market for RECs, primarily from utilities that operate in states or regions that have renewable energy standards or from corporate mandates for reducing their carbon footprint. Looking for expertise in marketing our RECs, Utilities Department management staff developed a Request for Proposals for Renewable Energy Credit Marketing Services in accordance with City procurement policies.

Discussion

Two proposals were received, however, only the proposal from Evergy Energy Partners met the REC marketing requirements of the RFP. Several options were discussed with Evergy with the intent on obtaining an equitable price for the RECs, while minimizing any risk to the Utilities Department. The option agreed upon involves Evergy purchasing the majority of the anticipated RECs produced by Prairie Breeze III for the years 2022 through 2024, and marketing the sale of RECs produced above this amount and the historical RECs already in the Utilities Department's account for a commission fee. The Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc., is recommended by Utilities Department and Legal staff to be approved for execution by the mayor.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc., for execution by the Mayor.

Sample Motion

Move to approve the Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc., for execution by the Mayor.

RESOLUTION 2021-241

WHEREAS, the Grand Island Utilities Department developed a Request for Proposals for Renewable Energy Credit (REC) Marketing Services in accordance with City procurement policies; and

WHEREAS, the proposal from Evergy Kansas Central, Inc., was the only proposal to meet the REC marketing requirements; and

WHEREAS, the option agreed upon involves Evergy purchasing the majority of the anticipated RECs and marketing the sale of RECs above this amount and historical REC's for a commission fee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc., is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-4

#2021-242 - Approving Amendment No. 1 to the Renewable Energy Credit Purchase and Sale Agreement with Nebraska City, Nebraska

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 12, 2021

Subject: Amendment No. 1 to Renewable Energy Credit Purchase and Agreement – City of Nebraska City

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On June 9, 2015, Council approved execution of a Power Purchase Agreement with Invenergy Inc., for the Prairie Breeze III (PBIII) Wind Energy Project. On September 8, 2015, Council approved an agreement with the City of Nebraska City for the sale of approximately 19.55% of the PBIII output including the Renewable Energy Credits (REC's). Currently, the Grand Island Utilities Department is maintaining Nebraska City's RECs in a subaccount of the Grand Island Utilities Department's REC registry account. Discussions by the Grand Island Utilities Department with Nebraska City Utilities management resulted in the request by Nebraska City to participate in the Grand Island Utilities Department's REC marketing process. A separate item for consideration by Council on tonight's meeting is an agreement with Evergy for the purchase and sale of RECs by the Department's wind facilities, including PBIII.

Discussion

Based on the recommendation of Fraser Stryker, the outside legal counsel used in the original agreement with the PBIII power purchase agreement and the Nebraska city sale agreement, an amendment to the Nebraska City agreement, authorizing Grand Island to include Nebraska City RECs in the Evergy agreement with the revenue realized on transactions to be returned to Nebraska City, was drafted. Grand Island Utilities Department and Legal staff recommend approval of Amendment No. 1 to the Renewable Energy Credit Purchase and Sale Agreement executed with the City of Nebraska City.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the Renewable Energy Credit Purchase and Sale Agreement executed with the City of Nebraska City.

Sample Motion

Move to approve Amendment No. 1 to the Renewable Energy Credit Purchase and Sale Agreement executed with the City of Nebraska City.

RESOLUTION 2021-242

WHEREAS, at the September 8, 2015 meeting, Council approved an agreement with the City of Nebraska City for the sale of a percentage of the Prairie Breeze III output, including the Renewable Energy Credits; and

WHEREAS, Nebraska City has requested to participate in the Grand Island Utilities Department's Renewable Energy Credits marketing process.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment to the Renewable Energy Credit Purchase and Agreement is hereby approved, and the Mayor is authorized to sign the Amendment on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-5

#2021-262 - Approving Bid Award - Tree Trimming Project 2022-TT-1

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 12, 2021

Subject: Tree Trimming Contract 2022-TT-1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Specifications for Contract 2022-TT-1 were prepared for trimming trees from around powerlines throughout the Utility Department's Electrical Service Area. The work by private firms helps maintain the proper clearances for safe operation of the electrical transmission and distribution lines. Nine (9) individual areas were selected for inclusion in this year's project. The attached drawing shows the sections for tree trimming by outside contractors for this fiscal year.

Discussion

The Utilities Department evaluated nine (9) areas for tree trimming across the entire Electric Service Area. The project was advertised and sent to nine (9) potential firms. Bids were publicly opened on September 30, 2021, and two firms submitted prices as listed below:

Section	Leetch Tree Service, LLC Grand Island, NE	Forbes Bros. Utility Construction, Inc. Salem, UT
4	\$21,250.00	\$30,276.00
5	\$37,500.00	\$38,926.00
6	\$19,500.00	\$19,463.00
11	\$ 4,950.00	\$ 4,326.00
19	\$18,500.00	\$12,976.00
26	\$23,500.00	\$28,113.00
40	\$ 9,250.00	\$21,626.00
41	\$28,500.00	\$23,788.00
42	\$ 6,250.00	\$ 7,488.00
Total for All Sections Bid	\$169,200.00	\$186,982.00

There were no exceptions taken by any of the bidders and they are qualified to do the contract work. All bids were evaluated and are in compliance with the specifications.

The project specifications provide that the City may select any or all sections to be awarded in this Contract, or the City may award all sections to a single Contractor, or award individual sections to multiple Contractors, whichever method provides the best and lowest overall bid.

The nine sections recommended for award total \$158,303.00. This is below the budgeted amount of \$225,000.00. The attached drawing shows the areas to be trimmed by outside contractors this year.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Tree Trimming Contract to individual contractors by section as provided for in the specifications in the following manner:

- Leetch Tree Service, LLC, of Grand Island, Nebraska:
Sections 4, 5, 26, 40, and 42 in the amount of \$97,750.00
- Forbes Bros. Utility Construction, Inc., of Salem, Utah:
Sections 6, 11, 19, and 41 in the amount of \$60,553.00

Sample Motion

Move to approve Tree Trimming Contract 2022-TT-1 to Leetch Tree Service, LLC, of Grand Island, Nebraska, in the amount of \$97,750.00, and to Forbes Bros. Utility Construction, Inc., of Salem, Utah, in the amount of \$60,553.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 30, 2021 at 2:00 p.m.
FOR: Tree Trimming Contract 2022-TT-1
DEPARTMENT: Utilities
ESTIMATE: \$225,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: September 1, 2021
NO. POTENTIAL BIDDERS: 9

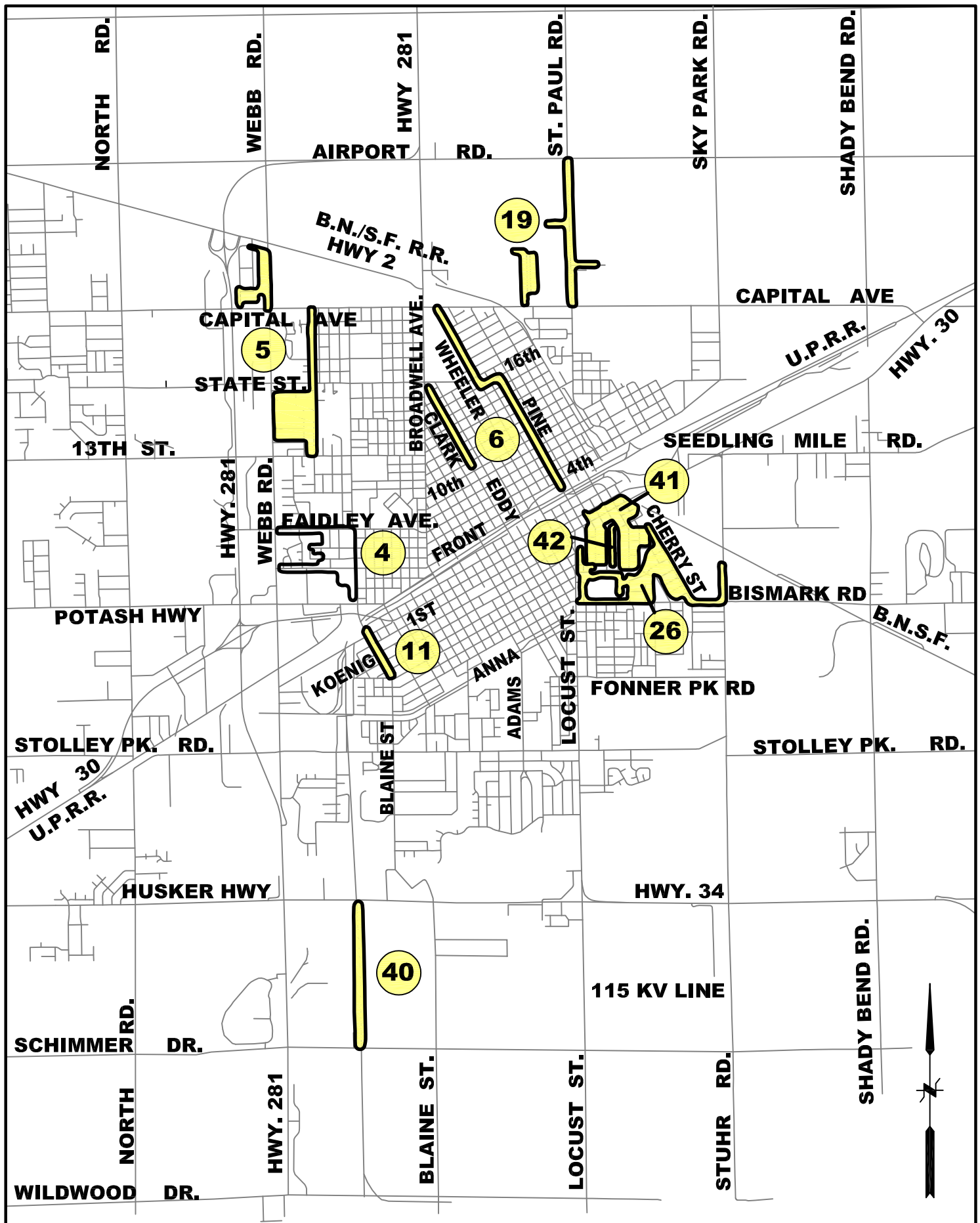
SUMMARY

Bidder:	<u>Leetch Tree Service</u> Grand Island, NE	<u>Forbes Utility</u> Salem, UT
Bid Security:	Western Surety Company	Fidelity & Deposit Company of Maryland
Exceptions:	None	None
Bid Price:	\$169,200.00	\$186,982.00

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

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Bryan Fiala, Electric Distribution Superintendent

P2308



CITY OF

DRAWN BY: K.J.M.

TREE TRIMMING PROJECT

Tree Trimming Contract 2022-TT-1

Bids Received 9/30/2021

Budget Amount = \$225,000.00

The City may select any or all sections to be awarded in this Contract.
 or - The City may award to a single Contractor for all sections
 or - award to multiple Contractors by individual section.

Section	Leetch Tree Service, LLC Grand Island, NE	Forbes Bros Utility Construction, Inc. Salem, UT	Low Bid By Section
4	\$21,250.00	\$30,276.00	\$21,250.00
5	\$37,500.00	\$38,926.00	\$37,500.00
6	\$19,500.00	\$19,463.00	\$19,463.00
11	\$4,950.00	\$4,326.00	\$4,326.00
19	\$18,500.00	\$12,976.00	\$12,976.00
26	\$23,500.00	\$28,113.00	\$23,500.00
40	\$9,250.00	\$21,626.00	\$9,250.00
41	\$28,500.00	\$23,788.00	\$23,788.00
42	\$6,250.00	\$7,488.00	\$6,250.00
Total for All Sections Bid	\$169,200.00	\$186,982.00	\$158,303.00

Award by Low Bid Per Section	\$97,750.00	\$60,553.00	\$158,303.00
Sections:	4, 5, 26, 40, 42	6, 11, 19, 41	
Exceptions Noted.	none	none	

RESOLUTION 2021-262

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Contract 2022-TT-1, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 30, bids were received, opened and reviewed; and

WHEREAS, Leetch Tree Service, LLC, of Grand Island, Nebraska, and Forbes Bros. Utility Construction, Inc., of Salem, Utah, 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 bids being in the amount and listed below:

Section	Leetch Tree Service, LLC Grand Island, NE	Forbes Bros. Utility Construction, Inc. Salem, UT
4	\$21,250.00	\$30,276.00
5	\$37,500.00	\$38,926.00
6	\$19,500.00	\$19,463.00
11	\$ 4,950.00	\$ 4,326.00
19	\$18,500.00	\$12,976.00
26	\$23,500.00	\$28,113.00
40	\$ 9,250.00	\$21,626.00
41	\$28,500.00	\$23,788.00
42	\$ 6,250.00	\$ 7,488.00
Total for All Sections Bid	\$169,200.00	\$186,982.00

WHEREAS, the bids of Leetch Tree Service, LLC, and Forbes Bros. Utility Construction, Inc., are less than the estimate for Tree Trimming Contract 2022-TT-1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Leetch Tree Service, LLC, in the amount of \$97,970.00, and the bid from Forbes Bros. Utility Construction Inc., in the amount of \$60,553.00, for Tree Trimming Contract 2022-TT-1 are hereby approved as the lowest responsible bids.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
October 21, 2021	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-6

**#2021-263 - Approving Bid Award - Electrical Underground
Conduit Installation - Electrical Project 2022-UG-1**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 12, 2021

Subject: Electrical Underground Conduit Installation – Project 2022-UG-1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On September 15, 2021, the Utilities Department advertised for bids for Electrical Underground Conduit to be installed during the 2021-2022 fiscal year.

It is being recommended that price agreements be approved with multiple bidders for each one item so that electrical underground conduit can be installed on as as-needed basis within the City of Grand Island. It is recognized that the lowest bidder may not be available to meet the City's schedule and the Utilities Department will use their judgement regarding the scheduling of work with the bidders to serve the best interests of the City.

Discussion

Bids were advertised on September 15, 2021 and sent to eight (8) potential bidders. Bids were publicly opened on September 30, 2021, and three firms submitted prices as listed below:

	D&A Trenching	The Diamond Engineering Co.	Myers Construction, Inc.
	Alda, NE	Grand Island, NE	Broken Bow, NE
<hr/> LABOR ONLY:			
Mobilization per Area	\$150.00	\$100.00	\$2,500.00
Bore 6" Conduit	\$16.00	\$12.00	\$35.00
Bore 5" Conduit	\$14.00	\$11.00	\$30.00
Bore 4" Conduit	\$12.00	\$10.50	\$25.00
Bore 3" Conduit	\$10.00	\$10.00	\$19.00
Bore 2" Conduit	\$9.00	\$9.00	\$17.00
Bore 1" Cable-con	\$9.00	\$9.00	\$15.00

Trench/Vibratory Plowing 6" Conduit	\$8.00	\$7.00	\$35.00
Trench/Vibratory Plowing 5" Conduit	\$8.00	\$6.50	\$30.00
Trench/Vibratory Plowing 4" Conduit	\$8.00	\$6.25	\$25.00
Trench/Vibratory Plowing 3" Conduit	\$8.00	\$6.00	\$19.00
Trench/Vibratory Plowing 2" Conduit	\$6.00	\$5.00	\$17.00
Trench/Vibratory Plowing 1" Cable-con	\$6.00	\$5.00	\$15.00
6" GRC Conduit Riser - Complete	\$200.00	\$400.00	\$950.00
5" GRC Conduit Riser - Complete	\$200.00	\$400.00	\$900.00
4" GRC Conduit Riser - Complete	\$200.00	\$375.00	\$850.00
3" GRC Conduit Riser - Complete	\$150.00	\$350.00	\$800.00
2" GRC Conduit Riser - Complete	\$150.00	\$350.00	\$800.00
6" x 30° - 45° - 90° Bend	\$100.00	\$65.00	\$500.00
5" x 30° - 45° - 90° Bend	\$100.00	\$65.00	\$500.00
4" x 30° - 45° - 90° Bend	\$100.00	\$50.00	\$500.00
3" x 30° - 45° - 90° Bend	\$80.00	\$50.00	\$500.00
2" x 30° - 45° - 90° Bend	\$80.00	\$45.00	\$400.00
Secondary Pedestal	\$250.00	\$200.00	\$2,500.00
Protective Post	\$200.00	\$150.00	\$1,500.00
Remove & Dispose Existing Bollard	\$350.00	\$50.00	\$250.00
Remove & Replace Concrete	\$110.00	\$55.00	\$70.00
Remove & Replace Asphalt	\$110.00	\$75.00	\$75.00
Seeding Non-residential Areas	\$1.50	\$1.00	\$0.10
Sodding Residential Areas	\$2.50	\$4.25	\$1.00

MATERIALS ONLY:

6" HDPE Conduit	\$14.50	No Bid	\$16.85
5" HDPE Conduit	\$11.50	No Bid	N/A
4" HDPE Conduit	\$5.50	No Bid	\$6.20
3" HDPE Conduit	\$4.50	No Bid	\$4.00
2" HDPE Conduit	\$2.00	No Bid	\$2.50

Alternatives

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

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

Recommendation

City Administration recommends that the Council approved the prices submitted by D & A Trenching of Alda, Nebraska, The Diamond Engineering Company of Grand Island, Nebraska, and Myers Construction, Inc., of Broken Bow, Nebraska, for Electrical Underground Conduit Installation 2022-UG-1.

Sample Motion

Move to approve the prices submitted by D & A Trenching of Alda, Nebraska, The Diamond Engineering Company of Grand Island, Nebraska, and Myers Construction, Inc., of Broken Bow, Nebraska, for Electrical Underground Conduit Installation 2022-UG-1.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 30, 2021 at 2:30 p.m.

FOR: Electrical Underground Conduit Installation Project 2022-UG-1

DEPARTMENT: Utilities

ESTIMATE: N/A

FUND/ACCOUNT: 520

PUBLICATION DATE: September 15, 2021

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder: D & A Trenching
Alda, NE

Exceptions: None

Labor Only:

Mobilization per Area	\$150.00
Bore 6" Conduit	\$ 16.00
Bore 5" Conduit	\$ 14.00
Bore 4" Conduit	\$ 12.00
Bore 3" Conduit	\$ 10.00
Bore 2" Conduit	\$ 9.00
Bore 1" Cable-con	\$ 9.00
Trench/Vibratory Plowing 6" Conduit	\$ 8.00
Trench/Vibratory Plowing 5" Conduit	\$ 8.00
Trench/Vibratory Plowing 4" Conduit	\$ 8.00
Trench/Vibratory Plowing 3" Conduit	\$ 8.00
Trench/Vibratory Plowing 2" Conduit	\$ 6.00
Trench/Vibratory Plowing 1" Cable-con	\$ 6.00
6" GRC Conduit Riser – Complete	\$200.00
5" GRC Conduit Riser – Complete	\$200.00
4" GRC Conduit Riser – Complete	\$200.00
3" GRC Conduit Riser – Complete	\$150.00
2" GRC Conduit Riser – Complete	\$150.00
6" X 30° - 45° - 90° Bend	\$100.00
5" X 30° - 45° - 90° Bend	\$100.00
4" X 30° - 45° - 90° Bend	\$100.00
3" X 30° - 45° - 90° Bend	\$ 80.00

2" X 30° - 45° - 90° Bend	\$ 80.00
Secondary Pedestal	\$250.00
Protective Post (Bollard)	\$200.00
Remove & Dispose Existing Bollard	\$350.00
Remove & Replace Concrete	\$110.00
Remove & Replace Asphalt	\$110.00
Seeding Non-residential Areas	\$ 1.50
Sodding Residential Areas	\$ 2.50
Materials Only:	
6" HDPE Conduit	\$ 14.50
5" HDPE Conduit	\$ 11.50
4" HDPE Conduit	\$ 5.50
3" HDPE Conduit	\$ 4.50
2" HDPE Conduit	\$ 2.00

Bidder:

Myers Construction, Inc.

Broken Bow, NE

Exceptions:

None

Labor Only:

Mobilization per Area	\$2,500.00
Bore 6" Conduit	\$ 35.00
Bore 5" Conduit	\$ 30.00
Bore 4" Conduit	\$ 25.00
Bore 3" Conduit	\$ 19.00
Bore 2" Conduit	\$ 17.00
Bore 1" Cable-con	\$ 15.00
Trench/Vibratory Plowing 6" Conduit	\$ 35.00
Trench/Vibratory Plowing 5" Conduit	\$ 30.00
Trench/Vibratory Plowing 4" Conduit	\$ 25.00
Trench/Vibratory Plowing 3" Conduit	\$ 19.00
Trench/Vibratory Plowing 2" Conduit	\$ 17.00
Trench/Vibratory Plowing 1" Cable-con	\$ 15.00
6" GRC Conduit Riser – Complete	\$ 950.00
5" GRC Conduit Riser – Complete	\$ 900.00
4" GRC Conduit Riser – Complete	\$ 850.00
3" GRC Conduit Riser – Complete	\$ 800.00
2" GRC Conduit Riser – Complete	\$ 800.00
6" X 30° - 45° - 90° Bend	\$ 500.00
5" X 30° - 45° - 90° Bend	\$ 500.00
4" X 30° - 45° - 90° Bend	\$ 500.00
3" X 30° - 45° - 90° Bend	\$ 500.00
2" X 30° - 45° - 90° Bend	\$ 400.00
Secondary Pedestal	\$2,500.00
Protective Post (Bollard)	\$1,500.00
Remove & Dispose Existing Bollard	\$ 250.00
Remove & Replace Concrete	\$ 70.00
Remove & Replace Asphalt	\$ 75.00
Seeding Non-residential Areas	\$.10
Sodding Residential Areas	\$ 1.00
Materials Only:	
6" HDPE Conduit	\$ 16.85
5" HDPE Conduit	N/A

4" HDPE Conduit	\$ 6.20
3" HDPE Conduit	\$ 4.00
2" HDPE Conduit	\$ 2.50

Bidder:

The Diamond Engineering Co.

Grand Island, NE

Exceptions:

Noted

Labor Only:

Mobilization per Area	\$ 100.00
Bore 6" Conduit	\$ 12.00
Bore 5" Conduit	\$ 11.00
Bore 4" Conduit	\$ 10.50
Bore 3" Conduit	\$ 10.00
Bore 2" Conduit	\$ 9.00
Bore 1" Cable-con	\$ 9.00
Trench/Vibratory Plowing 6" Conduit	\$ 7.00
Trench/Vibratory Plowing 5" Conduit	\$ 6.50
Trench/Vibratory Plowing 4" Conduit	\$ 6.25
Trench/Vibratory Plowing 3" Conduit	\$ 6.00
Trench/Vibratory Plowing 2" Conduit	\$ 5.00
Trench/Vibratory Plowing 1" Cable-con	\$ 5.00
6" GRC Conduit Riser – Complete	\$ 400.00
5" GRC Conduit Riser – Complete	\$ 400.00
4" GRC Conduit Riser – Complete	\$ 375.00
3" GRC Conduit Riser – Complete	\$ 350.00
2" GRC Conduit Riser – Complete	\$ 350.00
6" X 30° - 45° - 90° Bend	\$ 65.00
5" X 30° - 45° - 90° Bend	\$ 65.00
4" X 30° - 45° - 90° Bend	\$ 50.00
3" X 30° - 45° - 90° Bend	\$ 50.00
2" X 30° - 45° - 90° Bend	\$ 45.00
Secondary Pedestal	\$ 200.00
Protective Post (Bollard)	\$ 150.00
Remove & Dispose Existing Bollard	\$ 50.00
Remove & Replace Concrete	\$ 55.00
Remove & Replace Asphalt	\$ 75.00
Seeding Non-residential Areas	\$ 1.00
Sodding Residential Areas	\$ 4.25

Materials Only:

6" HDPE Conduit	N/A
5" HDPE Conduit	N/A
4" HDPE Conduit	N/A
3" HDPE Conduit	N/A
2" HDPE Conduit	N/A

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

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Jamie Royer, Civil Engineer II
Randy Leiser, Electrical Underground Supt.

P2316

RESOLUTION 2021-263

WHEREAS, the City of Grand Island invited sealed bids for furnishing Electrical Underground Conduit Installation for the 2021-2022 Fiscal Year for the Utilities Department, according to specifications on file with the Utilities Department; and

WHEREAS, on September 30, 2021, bids were received, opened and reviewed; and

WHEREAS, D & A Trenching of Alda, Nebraska, The Diamond Engineering Company, of Grand Island, Nebraska, and Myers Construction, Inc., of Broken Bow, Nebraska, submitted bids 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 listed below:

	D&A Trenching Alda, NE	The Diamond Engineering Co. Grand Island, NE	Myers Construction, Inc. Broken Bow, NE
LABOR ONLY:			
Mobilization per Area	\$150.00	\$100.00	\$2,500.00
Bore 6" Conduit	\$16.00	\$12.00	\$35.00
Bore 5" Conduit	\$14.00	\$11.00	\$30.00
Bore 4" Conduit	\$12.00	\$10.50	\$25.00
Bore 3" Conduit	\$10.00	\$10.00	\$19.00
Bore 2" Conduit	\$9.00	\$9.00	\$17.00
Bore 1" Cable-con	\$9.00	\$9.00	\$15.00
Trench/Vibratory Plowing 6" Conduit	\$8.00	\$7.00	\$35.00
Trench/Vibratory Plowing 5" Conduit	\$8.00	\$6.50	\$30.00
Trench/Vibratory Plowing 4" Conduit	\$8.00	\$6.25	\$25.00
Trench/Vibratory Plowing 3" Conduit	\$8.00	\$6.00	\$19.00
Trench/Vibratory Plowing 2" Conduit	\$6.00	\$5.00	\$17.00
Trench/Vibratory Plowing 1" Cable-con	\$6.00	\$5.00	\$15.00
6" GRC Conduit Riser - Complete	\$200.00	\$400.00	\$950.00
5" GRC Conduit Riser - Complete	\$200.00	\$400.00	\$900.00
4" GRC Conduit Riser - Complete	\$200.00	\$375.00	\$850.00
3" GRC Conduit Riser - Complete	\$150.00	\$350.00	\$800.00
2" GRC Conduit Riser - Complete	\$150.00	\$350.00	\$800.00
6" x 30° - 45° - 90° Bend	\$100.00	\$65.00	\$500.00
5" x 30° - 45° - 90° Bend	\$100.00	\$65.00	\$500.00
4" x 30° - 45° - 90° Bend	\$100.00	\$50.00	\$500.00
3" x 30° - 45° - 90° Bend	\$80.00	\$50.00	\$500.00
2" x 30° - 45° - 90° Bend	\$80.00	\$45.00	\$400.00
Secondary Pedestal	\$250.00	\$200.00	\$2,500.00
Protective Post	\$200.00	\$150.00	\$1,500.00
Remove & Dispose Existing Bollard	\$350.00	\$50.00	\$250.00
Remove & Replace Concrete	\$110.00	\$55.00	\$70.00
Remove & Replace Asphalt	\$110.00	\$75.00	\$75.00
Seeding Non-residential Areas	\$1.50	\$1.00	\$0.10
Sodding Residential Areas	\$2.50	\$4.25	\$1.00
MATERIALS ONLY:			
6" HDPE Conduit	\$14.50	No Bid	\$16.85
5" HDPE Conduit	\$11.50	No Bid	N/A
4" HDPE Conduit	\$5.50	No Bid	\$6.20
3" HDPE Conduit	\$4.50	No Bid	\$4.00
2" HDPE Conduit	\$2.00	No Bid	\$2.50

Approved as to Form	by _____
October 21, 2021	City Attorney

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids of D&A Trenching, The Diamond Engineering Company, and Myers Construction as listed above, are hereby approved as the lowest responsible bids.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-7

#2021-264 - Approving Certificate of Final Completion for Water Main Project 2021-W-3 - Sycamore Street from 22nd Street to Capital Avenue

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: October 12, 2021

Subject: Certificate of Final Completion for Main Project 2021-W-3 – Sycamore Street – 22nd Street to Capital Avenue

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2021-W-3 has been completed by Van Kirk Bros. Contracting of Sutton, Nebraska. This water main project installed approximately 470 linear feet of 6” diameter ductile iron water main by trenchless construction within Sycamore Street from 22nd Street to Capital Avenue. The work replaced the existing water main which was subjected to multiple breaks over its lifetime. A site map of the area is attached for reference.

Discussion

The project has been completed in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was \$93,122.10.

Alternatives

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

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

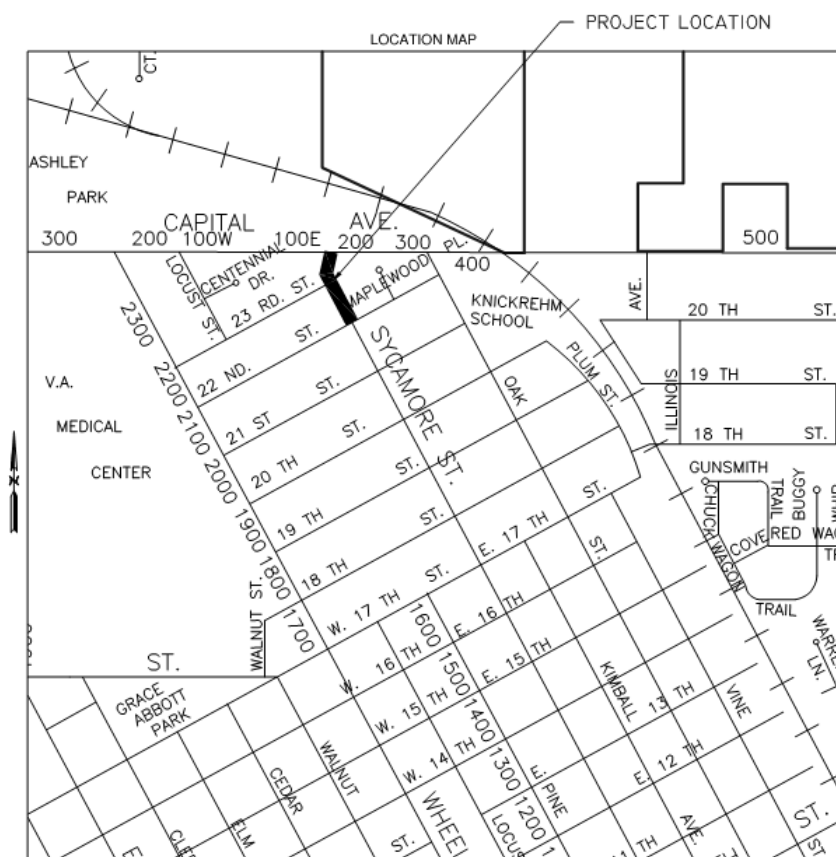
Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Water Main Project 2021-W-3, Sycamore Street from 22nd Street to Capital Avenue.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2021-W-3, Sycamore Street from 22nd Street to Capital Avenue.

LOCATION MAP PROJECT LOCATION



ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2021-W-3

Water Main Project 2021-W-3 was installed under a contract issued to Van Kirk Bros. Contracting of Sutton, NE. The project replaced the existing water main within Sycamore Street which resolved a growing number of water main breaks in the area. The work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.



Jamie L. Royer, P.E. #E-17387

9/16/2021

Date

I hereby authorize Water Main Project 2021-W-3 to be incorporated into the City of Grand Island water system.



Tim Luchsinger, Utilities Director

9-16-21

Date

CERTIFICATE OF FINAL COMPLETION

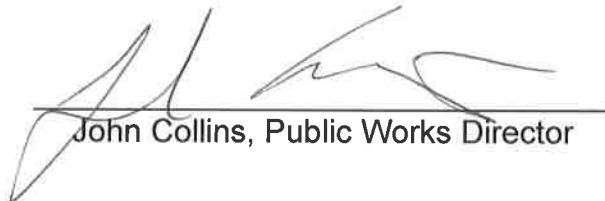
Water Main Project 2021-W-3

October 12, 2021

Water Main Project 2021-W-3 was awarded to Van Kirk Bros. Contracting of Sutton, Nebraska.

The work on this project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provision of Section 16-650, R.R.S., 1943.

Respectfully Submitted,



John Collins, Public Works Director

.....

WATER MAIN PROJECT 2021-W-3

October 12, 2021

TO THE MEMBERS OF COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2021-W-3 be approved.

Respectfully Submitted,



Roger G. Steele, Mayor

RESOLUTION 2021-264

WHEREAS, the Utilities Engineer and Public Works Director have issued a Certificate of Final Completion for Water Main Project 2021-W-3 within Sycamore Street of the City of Grand Island, Nebraska, certifying that Van Kirk Bros. Contracting of Sutton, Nebraska has completed such project according to the terms, conditions, and stipulations of the contract plans and specifications for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the Engineer's Certificate of Final Completion; and

WHEREAS, the Mayor concurs with the recommendation of the Public Works Director's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2021-W-3 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-8

#2021-265 - Approving Acquisition of Utility Easement - 3403 Tri Street (R2S2, LLC)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2021-265

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

WHEREAS, a public hearing was held on October 12, 2021, for the purpose of discussing the proposed acquisition of a Ten (10.0) foot wide easement located through Lot One (1), Palu Third Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

The northerly ten (10.0) feet of Lot One (1), Palu Third Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of .037 acres, more or less as shown on the plat dated 9/10/2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

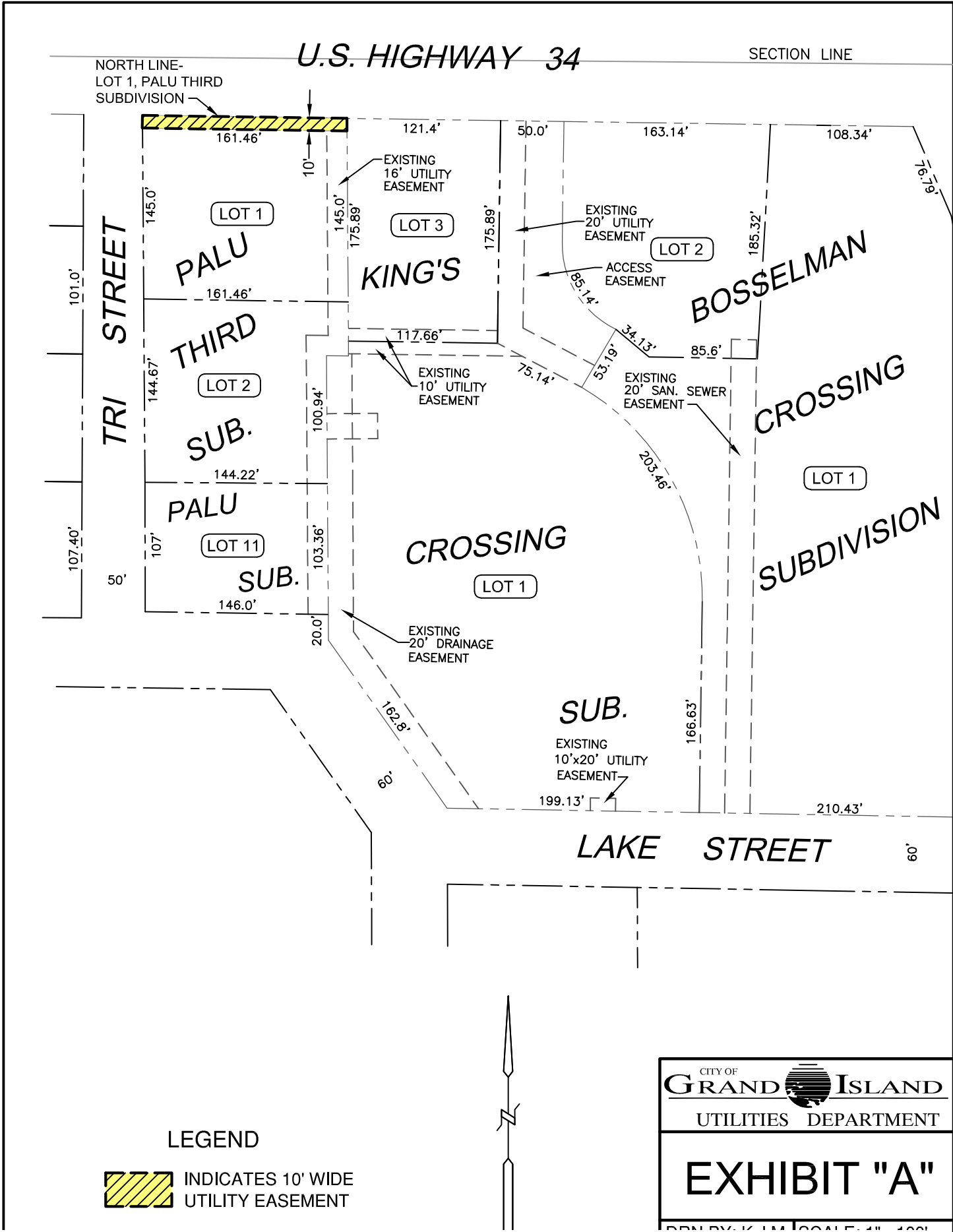
Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney





City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-9

#2021-266 - Approving Purchase of a New Ford F150 Pickup

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: October 12, 2021
Subject: Purchase of a New Ford F150 Pickup
Presenter(s): Chief Tim Hiemer, Fire Division

Background

The Grand Island Fire Department's goal is to maintain its fleet of vehicles to insure as long of service life as possible. The Grand Island Fire Department (GIFD) also subscribes to a fleet replacement program that uses a lifecycle cost analysis and replaces the vehicle once the total maintenance cost has reached 100% of the current retail value of the vehicle. At this point the cost of ownership would be more than what the vehicle is worth. The current 2012 Ford F250 Pickup has reached this point.

Discussion

The Grand Island Fire Department requests approval to purchase a 2022 Ford F150 Pickup with the Special Service Vehicle (SSV) package at a cost of \$35,302 utilizing State bid. The SSV package is designed for the public safety sector and has upgrade electrical system, heavy duty cooling and suspension, and is prewired for some emergency lighting. The State bid is from Anderson Ford, Lincoln, Mercury, and Mazda of Lincoln, NE. State bid contract number 15420 OC.

The GIFD's approved FY2021-22 capital budget included funds to replace a 2012 Ford F250 Pickup. The 2012 Ford F250 Pickup is currently utilized by the battalion chiefs as an emergency response vehicle and its reliability is paramount. If this purchased is approved by Council, the current vehicle will be utilized as a back battalion chief vehicle and will primarily serve in a utility type role to transfer equipment and personnel in a non-emergent fashion as well as for snow removal.

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 the purchase of a 2022 Ford F150 Pickup, utilizing State bid from Anderson Ford in Lincoln, NE for the amount of \$35,302.

Sample Motion

Move to approve the purchase of a Ford F150 SSV Pickup for the Grand Island Fire Department at the cost of \$35,302 from State bid.

RESOLUTION 2021-266

WHEREAS, the Grand Island Fire Department budgeted funds to purchase a pickup truck; and

WHEREAS, the State bid was utilized to secure competitive bids in accordance with City procurement policy; and

WHEREAS, a 2022 Ford F150 Pickup was chosen based on body configuration, auxiliary equipment, warranty, and service from Anderson Ford in Lincoln, NE for the amount of \$35,302.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the Ford F150 pickup truck is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-10

#2021-267 - Approving Bid Award for Fire Station 1 Boiler Replacement

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: October 12, 2021
Subject: Bid Award for Fire Station 1 Boiler Replacement
Presenter(s): Cory Schmidt, Fire Chief

Background

The fire department's FY 2021-22 capital budget included \$75,000 to replace the boilers at fire station 1. Over the last several years, the fire department has struggled to keep the boiler system operating. Due to the reoccurring issues, as well as obsolete parts, it was recommended by a local HVAC company to replace the boilers system before it fails. The boilers are the sole heating source for Fire Station 1.

Discussion

Requests for proposals (RFP) were advertised to solicit bids to replace the boilers at Fire Station 1. When the RFP period closed, four bids were received. After reviewing the proposals, it is the recommendation of fire administration to accept the bid from Nebraska Heat & Air, Inc. of Central City, Nebraska. Their bid was the lowest priced option at \$62,873.25.

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 bid award to Nebraska Heat & Air, Inc. in the amount of \$62,873.25 to replace the boilers at Fire Station 1.

Sample Motion

Move to approve the acceptance of the bid from Nebraska Heat & Air, Inc. in the amount of \$62,873.25 to replace the boilers at Fire Station 1.

RESOLUTION 2021-267

WHEREAS, the Grand Island Fire Department requested \$75,000 in the FY 2021-22 capital budget to replace the boilers at Fire Station 1; and

WHEREAS, request for proposals were solicited and four bids were received; and

WHEREAS, the bid from Nebraska Heat & Air, Inc. of Central City, Nebraska was the lowest price bid in the amount of \$62,873.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, acceptance of the bid from Nebraska Heat & Air Inc. for the amount of \$62,873.25 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
REPLACEMENT OF BOILER SYSTEM AT FIRE STATION ONE**

RFP DUE DATE: October 5, 2021 at 4:15 p.m.

DEPARTMENT: Fire

PUBLICATION DATE: September 19, 2021

NO. POTENTIAL BIDDERS: 5

PROPOSALS RECEIVED

Jerry's Sheet Metal
Grand Island, NE

Nebraska Heating & Air, Inc.
Central City, NE

Hayes Mechanical
La Vista, NE

Prairie Mechanical Corporation
Omaha, NE

cc: Cory Schmidt, Fire Chief
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Rose Rhoads, Fire Admin. Assist.
Patrick Brown, Finance Director
Tim Hiemer, Operation Division Chief

P2309



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-11

#2021-268 - Approving Acquisition of Public Easements in R.W. Rasmussen Third Subdivision- 2711 Riverside Drive (Jason W. Hornady)

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

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

RESOLUTION 2021-268

WHEREAS, relocation of an existing sanitary sewer easement at 2711 Riverside Drive is required by the City of Grand Island, from Jason W. Hornady in R.W. Rasmussen Third Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

A TRACT OF LAND COMPRISING PART OF LOT TWO (2) R.W. RASMUSSEN THIRD SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER THENCE S26°49'59"E, A DISTANCE OF 38.98 FEET, THENCE N84°16'30"W, A DISTANCE OF 54.91 FEET, THENCE N00°00'00"E, A DISTANCE OF 33.38 FEET, THENCE S83°43'27"E, A DISTANCE OF 37.26 FEET TO THE POINT OF BEGINNING.

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 such sanitary sewer easement from the property owner on the above described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

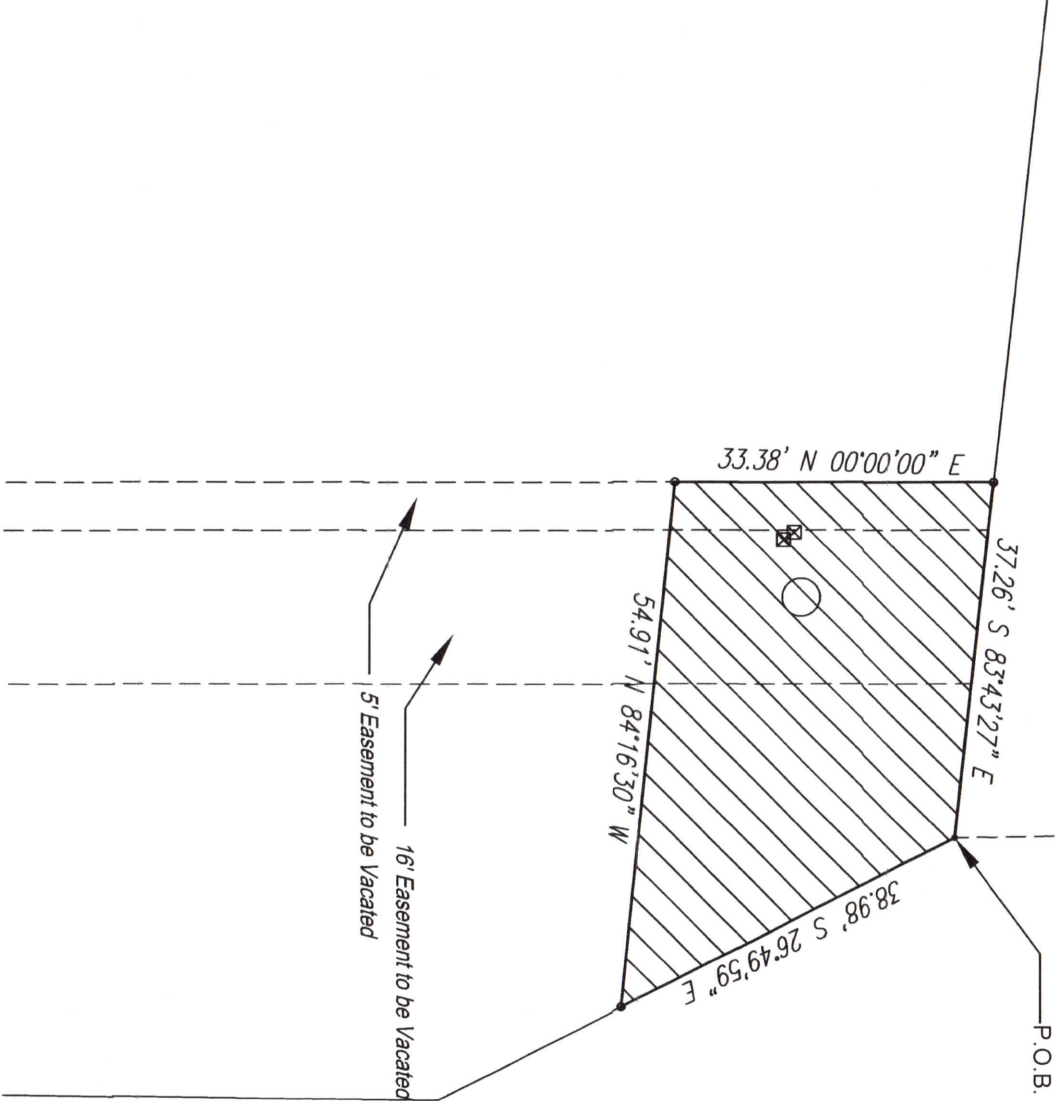
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
October 21, 2021	▣ City Attorney

EASEMENT



Scale : 1" = 20'



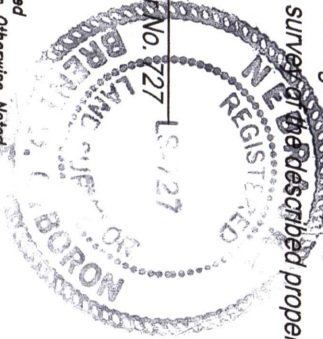
Description

A tract of land comprising part of Lot Two (2) R.W. Rasmussen Third Subdivision being more particularly described as follows Commencing at the Northeast Corner thence S 26°49'59" E, a distance of 38.98' feet, thence N 84°16'30" W, a distance of 54.91' feet, thence N 00°00'00" E, a distance of 33.38' feet, thence S 83°43'27" E, a distance of 37.26' feet to the point of beginning..

Surveyor's Certificate

I hereby certify that to the best of my knowledge and belief the accompanying plat is from an accurate survey of the described property made under my supervision.

Brent D. Cyboron - Reg. Land Surveyor No. 727



LEGEND
o--Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
o--Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted
o--Unduble To Locate Corner Falls In Water
A--Indicates ACTUAL Distance
R--Indicates RECORDED Distance

INITIAL POINT SURVEYING LLC
1811 W. 2nd Suite 280
Grand Island, NE 68803
308-383-6754 Cell
308-675-4141 Office

LOCATION: 2711 Riverside Drive Easement Vacation			
Lot 1 R.W. Rasmussen Third Subdivision New Easement			
SCALE AT AS: 1" = 20'	DATE: 9-21-21	DRAWN: Brent C.	PAGE: 1 OF 1
PROJECT NO:	DRAWING NO: EASEMENT		REVISION:



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-12

#2021-269 - Approving Bid Award for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Bid Award for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6

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

Background

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

On August 19, 2021 the Engineering Division of the Public Works Department advertised for bids for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6. There were twenty-three (23) potential bidders for this project.

Discussion

Two (2) bids were received and opened on September 28, 2021. 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>Base Bid</i>
Elsbury Construction, LLC of Grand Island, Nebraska	None	\$2,655,803.05
The Diamond Engineering Co of Grand Island, Nebraska	None	\$2,817,345.26

There are sufficient funds in Account No. 21000001-2100-40037 to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 to Elsbury Construction, LLC of Grand Island, Nebraska in the amount of \$2,655,803.05 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 28, 2021 at 2:00 p.m.

FOR: North Road – Old Potash Highway to 13th Street Roadway
Improvements; Project No. 2019-P-6

DEPARTMENT: Public Works

ESTIMATE: \$4,000,000.00

FUND/ACCOUNT: 210

PUBLICATION DATE: August 19, 2021

NO. POTENTIAL BIDDERS: 23

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>Elsbury Construction, LLC</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:		
Section A:	\$2,206,958.09	\$2,011,480.05
Section B:	\$ 538,258.09	\$ 587,580.00
Section C:	\$ 67,370.85	\$ 54,406.70
Section D:	<u>\$ 4,758.23</u>	<u>\$ 2,336.60</u>
Total Bid:	\$2,817,345.26	\$2,655,803.05

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. PW Director

P2304

RESOLUTION 2021-269

WHEREAS, the City of Grand Island invited sealed bids for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 28, 2021 bids were received, opened, and reviewed; and

WHEREAS, Elsbury Construction, LLC of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$2,655,803.05; and

WHEREAS, Elsbury Construction, LLC's bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2021/2022 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 Elsbury Construction, LLC of Grand Island, Nebraska in the amount of \$2,655,803.05 for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-13

#2021-270 - Approving Bid Award for Custer Avenue- Old Potash Highway to Forrest Street Roadway Rehabilitation; Project No. 2019-P-13 (Phase I)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Bid Award for Custer Avenue- Old Potash Highway to Forrest Street Roadway Rehabilitation; Project No. 2019-P-13 (Phase I)

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

Background

The Custer Avenue- Old Potash Highway to Forrest Street Roadway Rehabilitation; Project No. 2019-P-13 is for the rehabilitation of Custer Avenue. The project will improve the ride/pavement condition along this stretch of existing concrete curb and gutter roadway. The curb and gutter section will be removed and replaced in areas where it is in poor condition. This will speed construction and will not require any driveway, sidewalk or landscaping replacement.

To lessen the impact on traffic this project has been broken into phases, which consist of:

- Phase I- Old Potash Highway to Faidley Avenue;
- Phase II- Faidley Avenue to 13th Street;
- Phase III- 13th Street to Forrest Street.

On August 19, 2021 the Engineering Division of the Public Works Department advertised for bids for the first phase of Custer Avenue- Old Potash Highway to Forrest Street Roadway Rehabilitation; Project No. 2019-P-13; with the second phase to be bid in the near future, and the third phase to be bid FY 2022/2023. There were twenty-three (23) potential bidders for this project.

Discussion

Two (2) bids were received and opened on September 30, 2021. 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>Base Bid</i>
The Diamond Engineering Co. of Grand Island, Nebraska	None	\$1,246,840.95
Elsbury Construction, LLC of Grand Island, Nebraska	None	\$1,261,497.35

There are sufficient funds in Account No. 21000001-2100-40042 to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract for Custer Avenue- Old Potash Highway to Forrest Street Roadway Rehabilitation; Project No. 2019-P-13 (Phase I) to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$1,246,840.95 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 30, 2021 at 2:15 p.m.

FOR: Custer Avenue-Old Potash Highway to Faidley Avenue Roadway
Rehabilitation; Project No. 2019-P-13 (Phase I)

DEPARTMENT: Public Works

ESTIMATE: \$1,500,000.00

FUND/ACCOUNT: 210

PUBLICATION DATE: August 19, 2021

NO. POTENTIAL BIDDERS: 31

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>Elsbury Construction LLC</u> Grand Island, NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	None	None
Bid Price:	\$1,246,840.95	\$1,261,497.35

cc:	John Collins, Public Works Director	Catrina DeLosh, PW Admin. Assist.
	Jerry Janulewicz, City Administrator	Patrick Brown, Finance Director
	Stacy Nonhof, Purchasing Agent	Keith Kurz, Assist. PW Director

P2305

RESOLUTION 2021-270

WHEREAS, the City of Grand Island invited sealed bids for Custer Avenue- Old Potash Highway to Forrest Street Roadway Rehabilitation; Project No. 2019-P-13 (Phase I), according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 30, 2021 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 \$1,246,840.95; and

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

WHEREAS, funds are available in the Fiscal Year 2021/2022 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 \$1,246,840.95 for Custer Avenue- Old Potash Highway to Forrest Street Roadway Rehabilitation; Project No. 2019-P-13 (Phase I) is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-14

#2021-271 - Approving Bid Award for Capital Avenue - Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-2

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Bid Award for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-2

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

Background

The Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 is for the improvement of Capital Avenue from the Moores Creek Drainway to the roundabout at North Road. This will be a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

On August 20, 2021 the Engineering Division of the Public Works Department advertised for bids for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1. There were twenty-three (23) potential bidders for this project.

Discussion

Two (2) bids were received and opened on September 29, 2021. 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>Base Bid</i>
Elsbury Construction LLC of Grand Island, Nebraska	None	\$1,449,756.86
The Diamond Engineering Co. of Grand Island, Nebraska	None	\$1,534,275.40*

*corrected bid

There are sufficient funds in Account No. 21000001-2100-40046 to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 to Elsbury Construction, LLC of Grand Island, Nebraska in the amount of \$1,449,756.86 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: September 29, 2021 at 2:00 p.m.

FOR: Capital Avenue – Moores Creek to North Road Roadway
Improvements; Project No. 2020-P-1

DEPARTMENT: Public Works

ESTIMATE: \$2,200,000.00

FUND/ACCOUNT: 210

PUBLICATION DATE: August 20, 2021

NO. POTENTIAL BIDDERS: 23

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>Elsbury Construction LLC</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$1,534,575.40	\$1,449,756.86

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. PW Director

P2306

RESOLUTION 2021-271

WHEREAS, the City of Grand Island invited sealed bids for Capital Avenue-Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 29, 2021 bids were received, opened, and reviewed; and

WHEREAS, Elsbury Construction, LLC of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,449,756.86; and

WHEREAS, Elsbury Construction, LLC's bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2021/2022 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 Elsbury Construction, LLC of Grand Island, Nebraska in the amount of \$1,449,756.86 for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-15

#2021-272 - Approving Award of Professional Engineering Consulting Services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Award of Professional Engineering Consulting Services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 was advertised in the Grand Island Independent on July 9, 2021. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 is for the construction of a new sanitary sewer pump station and buffer tank that will extend the useful life of existing Lift Station No. 28 by effectively improving its peak capacity. Lift Station No. 28 is located northeast of the intersection of Husker Highway/James Road. Based on a 2021 update to the 2014 Wastewater Collection System Master Plan, the pipes directly upstream of Lift Station No. 28 will surcharge in peak capacity events in the near future. Several options were evaluated to solve this problem, with the most effective treatment being to install an extra pump station and a storage tank to essentially increase peak pump capacity by pumping the additional flow into a storage tank and discharging stored wastewater when downstream system capacity allows. Along with a new pump station and storage tank, a control system will be required to control operations. Associated paving, sidewalk, traffic control and all other items needed to complete the project will be included.

Discussion

One (1) submittal was opened on July 29, 2021, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Olsson, Inc. of Grand Island, Nebraska was scored as the highest ranking firm. Negotiations with the selected firm resulted in an agreed upon amount of \$36,700.00 for such services.

Funds for the consulting services are in the approved 2021/2022 Wastewater Division budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed \$36,700.00.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE
2022 CAPITAL IMPROVEMENT PROJECTS;
SELECTED LOCATIONS**

RFP DUE DATE: July 29, 2021 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 9, 2021

NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

HDR
Omaha, NE

JEO Consulting Group
Grand Island, NE

Benesch
Grand Island, NE

Olsson
Grand Island, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Todd McCoy, Parks & Recreation Director

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Keith Kurz, Assist. PW Director

P2292

RESOLUTION 2021-272

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 29, 2021 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed \$36,700.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Olsson, Inc. of Grand Island, Nebraska for professional engineering consulting services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-16

#2021-273 - Approving Award of Professional Engineering Consulting Services for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Award of Professional Engineering Consulting Services for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1 was advertised in the Grand Island Independent on July 9, 2021. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

The City is taking a proactive approach in rehabilitating sanitary sewer areas prior to any major failures. This project will focus on an area north of the Union Pacific Railroad (UPRR) tracks in the area around Broadwell Avenue and North Front Street. This pipe is primarily clay tile. Spot locations will be evaluated for sanitary sewer rehabilitation, with the thought that cured in place pipe (CIPP) will be the ideal solution as existing pipe segments are mostly within constricted areas, however other solutions may be considered. Manhole rehabilitation may also be completed if needed to reinforce structural integrity.

Discussion

Three (3) submittals were opened on July 29, 2021, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Olsson, Inc. of Grand Island, Nebraska was scored as the highest ranking firm. Negotiations with the selected firm resulted in an agreed upon amount of \$65,028.00 for such services.

Funds for the consulting services are in the approved 2021/2022 Wastewater Division budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1 to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed \$65,028.00.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE
2022 CAPITAL IMPROVEMENT PROJECTS;
SELECTED LOCATIONS**

RFP DUE DATE: July 29, 2021 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 9, 2021

NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

HDR
Omaha, NE

JEO Consulting Group
Grand Island, NE

Benesch
Grand Island, NE

Olsson
Grand Island, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Todd McCoy, Parks & Recreation Director

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Keith Kurz, Assist. PW Director

P2292

RESOLUTION 2021-273

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 29, 2021 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed \$65,028.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Olsson, Inc. of Grand Island, Nebraska for professional engineering consulting services for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-17

#2021-274 - Approving Award of Professional Engineering Consulting Services for Lift Station No. 1 Abandonment; Project No. 2022-S-2

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Award of Professional Engineering Consulting Services for Lift Station No. 1 Abandonment; Project No. 2022-S-2

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for Lift Station No. 1 Abandonment; Project No. 2022-S-2 was advertised in the Grand Island Independent on July 9, 2021. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

This project is for the abandonment of existing Lift Station No. 1, which is located at 312 N Tilden Street in a portion of an old building owned by the Grand Island Parks Department. Due to the condition of the building it is desired to demolish the building and abandon the current pump station. Construction of a new sanitary sewer gravity main is planned, which will collect sewage currently flowing to Lift Station No. 1 from the east side of Broadwell Avenue. This will allow for the abandonment of the sewer that currently flows under Broadwell Avenue and the Ace Hardware building. As part of this project, sanitary sewer service for the Ace Hardware building will need to be constructed, which will more than likely utilize a commercial package lift station which would discharge to the sanitary sewer south of 3rd Street. If this work is unfeasible, an alternative plan may be pursued. The associated paving, sidewalk, traffic control, and all other items needed to complete the project will also be included.

Discussion

Four (4) submittals were opened on July 29, 2021, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Olsson, Inc. of Grand Island, Nebraska was scored as the highest ranking firm. Negotiations with the selected firm resulted in an agreed upon amount of \$65,250.00 for such services.

Funds for the consulting services are in the approved 2021/2022 Wastewater Division budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for Lift Station No. 1 Abandonment; Project No. 2022-S-2 to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed \$65,250.00.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

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**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE
2022 CAPITAL IMPROVEMENT PROJECTS;
SELECTED LOCATIONS**

RFP DUE DATE: July 29, 2021 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 9, 2021

NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

HDR
Omaha, NE

JEO Consulting Group
Grand Island, NE

Benesch
Grand Island, NE

Olsson
Grand Island, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Todd McCoy, Parks & Recreation Director

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Keith Kurz, Assist. PW Director

P2292

RESOLUTION 2021-274

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Lift Station No. 1 Abandonment; Project No. 2022-S-2, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 29, 2021 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed \$65,250.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Olsson, Inc. of Grand Island, Nebraska for professional engineering consulting services for Lift Station No. 1 Abandonment; Project No. 2022-S-2 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-18

#2021-275 - Approving Award of Professional Engineering Consulting Services for Moores Creek Drainage Culvert Extension and Detention Cell; Project No. 2021-D-2

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Award of Professional Engineering Consulting Services for Moores Creek Drainage Culvert Extension and Detention Cell; Project No. 2021-D-2

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for Moores Creek Drainage Culvert Extension and Detention Cell; Project No. 2021-D-2 was advertised in the Grand Island Independent on July 9, 2021. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

This project will plan, design and build two (2) small projects as part of the larger Moores Creek Drainage Extension project. The extension of Moores Creek Drainage system was investigated in a 2017 engineering study that was completed by JEO for the City of Grand Island. This study was based on a past Central Platte Natural Resources District (CPNRD) drainage plan for Grand Island and focused on hydrologic sizing and operation of Moores Creek drainage ditch to serve current areas of southwest Grand Island, as well as the proposed US Highway 30 realignment project. A partial design was completed and the City coordinated with the Nebraska Department of Transportation (NDOT) to incorporate provisions for the drain extension in the US Highway 30 Realignment project.

The two (2) small projects to be designed and constructed consist of the culvert extension of the ditch under Engleman Road near the Grand Island Utilities water storage tower, and the detention cell on the southwest corner of Old Potash Highway and North Road.

Discussion

Three (3) submittals were opened on July 29, 2021, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Olsson, Inc. of Grand Island, Nebraska was scored as the highest ranking firm.

Negotiations with the selected firm resulted in an agreed upon amount of \$72,600.00 for such services.

Funds for the consulting services are in the approved 2021/2022 Capital Improvement Project budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for Moores Creek Drainage Culvert Extension and Detention Cell; Project No. 2021-D-2 to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed \$72,600.00.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

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**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE
2022 CAPITAL IMPROVEMENT PROJECTS;
SELECTED LOCATIONS**

RFP DUE DATE: July 29, 2021 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 9, 2021

NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

HDR
Omaha, NE

JEO Consulting Group
Grand Island, NE

Benesch
Grand Island, NE

Olsson
Grand Island, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Todd McCoy, Parks & Recreation Director

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Keith Kurz, Assist. PW Director

P2292

RESOLUTION 2021-275

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Moores Creek Drainage Culvert Extension and Detention Cell; Project No. 2021-D-2, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 29, 2021 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed \$72,600.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Olsson, Inc. of Grand Island, Nebraska for professional engineering consulting services for Moores Creek Drainage Culvert Extension and Detention Cell; Project No. 2021-D-2 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-19

#2021-276 - Approving Award of Professional Engineering Consulting Services for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Award of Professional Engineering Consulting Services for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 was advertised in the Grand Island Independent on July 9, 2021. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

This project is for the improvement of South Locust Street from the intersection of Fonner Park Road to Charles Street, with the potential for some improvements on Walnut Street north to 2nd Street. The proposal is to replace the existing asphalt street with a concrete curb and gutter roadway section along with associated sidewalk, traffic control, drainage and all other improvements needed to complete the project. Roadway alignment issues at intersections will be remedied to provide for lanes that align through intersections. Drainage will also be improved as the current roadway drainage has been reduced over the years with multiple asphalt overlay projects.

Discussion

Three (3) submittals were opened on July 29, 2021, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Olsson, Inc. of Grand Island, Nebraska was scored as the highest ranking firm. Negotiations with the selected firm resulted in an agreed upon amount of \$300,000 for such services.

Funds for the consulting services are in the approved 2021/2022 Capital Improvement Project budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed \$300,000.00.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

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**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE
2022 CAPITAL IMPROVEMENT PROJECTS;
SELECTED LOCATIONS**

RFP DUE DATE: July 29, 2021 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 9, 2021

NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

HDR
Omaha, NE

JEO Consulting Group
Grand Island, NE

Benesch
Grand Island, NE

Olsson
Grand Island, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Todd McCoy, Parks & Recreation Director

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Keith Kurz, Assist. PW Director

P2292

RESOLUTION 2021-276

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 29, 2021 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed \$300,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Olsson, Inc. of Grand Island, Nebraska for professional engineering consulting services for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-20

#2021-277 - Approving Amendment No. 2 to Engineering Consulting Services Related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 12, 2021

Subject: Approving Amendment No. 2 to Engineering Consulting Services Related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

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

Background

The Central Nebraska Regional Airport Collection System originated with the Army Air Corp Base built during World War II. It consists of approximately 24,900 linear feet of sanitary sewer.

On February 14, 2017, via Resolution No. 2017-33, City Council approved an agreement with HDR Engineering, Inc. of Omaha, Nebraska in the amount of \$35,550.00 for engineering services related to the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4. This first phase of services included infrastructure evaluation, environmental records review, interviews, and development of a master plan.

On May 12, 2020, via Resolution No. 2020-117, City Council approved Amendment No. 1 to the original agreement with HDR Engineering, Inc. in the amount of \$267,000.00 to address final design of a new lift station, collection system, force main, rehabilitation of a portion of the existing gravity sewer, as well as the abandonment of the existing system. Such amendment resulted in a revised agreement amount of \$302,550.00.

Discussion

The original agreement with HDR Engineering, Inc. requires an amendment to address construction phase services, as well as inspection and material testing. Amendment No. 2 is in the amount of \$369,900.00, for a revised agreement of \$672,450.00.

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. 2 to the original agreement with HDR Engineering, Inc. of Omaha, Nebraska, in the amount of \$369,900.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2021-277

WHEREAS, on February 14, 2017, via Resolution No. 2017-33, the Grand Island City Council approved entering into an agreement with HDR Engineering, Inc. of Omaha, Nebraska in the amount of \$35,550.00 for engineering consulting services related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4; and

WHEREAS, on May 12, 2020, via Resolution No. 2020-117, City Council approved Amendment No. 1 to the original agreement in the amount of \$267,000.00 to address final design of a new lift station, collection system, force main, rehabilitation of a portion of the existing gravity sewer, as well as the abandonment of the existing system; and

WHEREAS, the original agreement is now being amended to address construction phase services, as well as inspection and material testing; and

WHEREAS, such amendment is in the amount of \$369,900.00, for a revised agreement amount of \$672,450.00; and

WHEREAS, Amendment No. 2 to the original agreement with HDR Engineering, Inc. of Omaha, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 with HDR Engineering, Inc. of Omaha, Nebraska for engineering consulting services related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4, in the amount of \$369,900.00, 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, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-21

**#2021-278 - Approving Purchase of One (1) 2022 Model 90,000
GVW Conventional Truck-Tractor for the Solid Waste Division of
the Public Works Department**

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: October 12, 2021

Subject: Approving Purchase of One (1) 2022 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department

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

Background

The Solid Waste Division budgeted for one (1) 2022 Model 90,000 GVW Conventional Truck-Tractor in the 2021/2022 FY to replace a 2015 Freightliner CA 113, which has approximately 8,100 hours. This piece of equipment is utilized on a daily basis for hauling solid waste from the transfer station to the landfill for disposal.

The current truck-tractor unit will be traded in for the new piece of equipment.

Discussion

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

To meet competitive bidding requirements, the Solid Waste Division obtained pricing from the Sourcewell Contract No. 060920-NVS awarded to Hansen International Truck, Inc. of Grand Island, Nebraska.

Public Works staff is recommending the purchase of one (1) 2022 Model 90,000 GVW Conventional Truck-Tractor from Hansen International, Inc. in the amount of \$123,577.09, accounting for a \$24,000.00 trade-in of the current piece of equipment, the final purchase price is \$99,577.09. Following is a picture of the 2015 Freightliner CA 113 truck-tractor that is to be traded.



Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of one (1) 2022 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division in the amount of \$123,577.09, minus \$24,000.00 trade-in of the current piece of equipment, resulting in the final purchase price of \$99,577.09.

Sample Motion

Move to approve the resolution.

RESOLUTION 2021-278

WHEREAS, the National Joint Powers Alliance Buying Group, now known as Sourcewell, was utilized to secure competitive bids for one (1) 2022 Model 90,000 GVW Conventional Truck-Tractor by the Solid Waste Division of the Public Works Department; and

WHEREAS, the Sourcewell Contract No. 060920-NVS was awarded to Hansen International, Inc. of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of one (1) 2022 Model 90,000 GVW Conventional Truck-Tractor from Hansen International, Inc. of Grand Island, Nebraska in the amount of \$123,577.09, minus \$24,000.00 trade-in of the current piece of equipment, resulting in the final purchase price of \$99,577.09; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 2022 Model 90,000 GVW Conventional Truck-Tractor from Hansen International, Inc. is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
October 21, 2021	City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-22

#2021-279 - Approving Purchase of Office Furniture for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2

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

Council Agenda Memo

From: Jeremy Rogers, Interim Assistant Public Works Director-
Wastewater

Meeting: October 12, 2021

Subject: Approving Purchase of Office Furniture for Wastewater
Treatment Plant Laboratory, Operations Control Center,
and Administrative Building Renovation; Project No.
2017-WWTP-2

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

Background

On April 14, 2020, via Resolution No. 2020-95, City Council approved the bid award to Sampson Construction Co., Inc. of Kearney, Nebraska in the amount of \$3,454,000.00 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2. As a result of this renovation additional office furniture is necessary.

The COVID response caused pricing volatility that negatively impacted this purchase. Construction is still underway so not all of the offices are complete, and the building was designed for anticipated staffing levels over the next 50 years so not all space is immediately needed. Additionally there are several vacancies that are difficult to fill. In an attempt to minimize cost and anticipating price stabilization, this purchase only includes furnishings that are needed for staff immediately occupying the building. For transparency information in this purchase will be included with future procurement so the total cost will be clear.

Discussion

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA), now known as Sourcewell, with Resolution No. 2014-326.

To meet competitive bidding requirements, the Wastewater Division obtained contract pricing from the (NJPA) Sourcewell Contract No. 121919-OFS (RFP #121919) awarded to OFS Brands, Inc. of Huntingburg, Indiana; with Eakes Office Solutions of Grand Island, Nebraska assigned as our authorized dealer. Such office furniture meets all of the requirements of the Wastewater Treatment Plant Laboratory, Operations Control Center,

and Administrative Building Renovation; Project No. 2017-WWTP-2 for a total price of \$87,326.88. There are sufficient funds for this purchase in Account No. 53030054-85213-53553.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of office furniture for the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 from Eakes Office Solutions of Grand Island, Nebraska in the total amount of \$87,326.88.

Sample Motion

Move to approve the resolution.

RESOLUTION 2021-279

WHEREAS, the Wastewater Division of the Public Works Department of the City of Grand Island budgeted for office furniture for the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 in the 2020/2021 fiscal year; and

WHEREAS, said equipment can be obtained from the (NJPA) Sourcewell Contract No. 121919-OFS (RFP #121919) awarded to OFS Brands, Inc. of Huntingburg, Indiana; with Eakes Office Solutions of Grand Island, Nebraska assigned as our authorized dealer; and

WHEREAS, purchasing the office furniture from Sourcewell Contract No. 121919-OFS meets all statutory bidding requirements; and

WHEREAS, the funding for such office furniture is provided in the 2020/2021 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of office furniture for the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 from Eakes Office Solutions of Grand Island, Nebraska in the amount of \$87,326.88 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-23

**#2021-280- Approving Amendment for Design Service to Renovate
Small Arms Firing Range Overhead Baffle System**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 12, 2021

Subject: Approval of Amendment of Design Services for Renovate Baffles at Heartland Public Shooting Park

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

Background

The Heartland Public Shooting Park (HPSP) pistol and rifle ranges include a baffles system to stop stray bullets from leaving the range making the baffles an important safety feature. Nearly half of the HPSP baffles were damaged or destroyed during wind storms in 2019 and 2020. The remaining baffles have aged or damaged to a point that staff is recommending a redesign and reconstruction of the baffle system.

In September of last year City Council approved Resolution 2020-239 to design new overhead baffles at HPSP.

In May of this year the Parks and Recreation Department advertised for bids to construct the new baffle system. Unfortunately the lone bid was twice as much of the approved budget amount. The bid was attributed to unusual high material price at that time. The decision was made to wait until later in the year in hopes that material prices would come down. During that time staff also engaged the design team to reevaluate the design to find cost savings for construction.

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 new estimate to renovate the damaged ranges is \$750,000.00.



Discussion

Staff recommends accepting amendment to the agreement with JEO Consulting Group to redesign the HPSP baffle system. The proposed amendment will increase the JEO contract for design services by \$11,000.00. The new total price to design the new baffles is \$55,000.00. 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 amendment to the agreement with JEO Consulting Group of Wahoo, Nebraska to design a reconstructed baffle system at HPSP. The amendment will increase the JEO contract for design services by \$11,000.00. The new total price to design the new baffles is \$55,000.00.

Sample Motion

Move to approve the amendment from JEO Consulting Group to redesign HPSP baffles.

**AMENDMENT TO AGREEMENT
HEARTLAND PARK SHOOTING RENOVATIONS
BAFFLES
GRAND ISLAND, NEBRASKA
JEO PROJECT NO. R171601.00**

October 5, 2021

REFERENCE: Standard form of agreement between Owner and Engineer for professional services dated September 25, 2020. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT: To add additional design services to the scope of work for redesigning of the project, based upon on the review by the City and Hornady, Including removing the steel from the rifle and pistol range eyebrows, add additional lumber and conveyor belt to all eyebrows, reinforce leading edge of eyebrows with wood, revisit all baffle locations, revisit blue sky analysis, etc. Also additional redesign based on the eliminating one baffle on the pistol range and changing the vertical baffle design on the rifle range to all new material from our September 15th on-site meeting.

FEE:

Additional Design Services

\$11,000.00

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

ENGINEER: _____
David C. Henke, Project Manager
JEO Consulting Group, Inc.



RESOLUTION 2021-280

WHEREAS, on September 22, 2020 by Resolution 2020-239, the City Council of the City of Grand Island awarded JEO Consulting Group Inc. of Wahoo, Nebraska, a proposal in the amount of \$44,000.00, to provide design services to Renovate Small Arms Firing Range Overhead Baffle System at the Heartland Public Shooting Park; and

WHEREAS, due to high construction costs the construction bid was not awarded and decision made to wait until material prices would come down; and

WHEREAS, during that time staff engaged with the design team to re-evaluate the baffle system design to find cost savings for construction; and

WHEREAS, such modifications will be funded through the Food and Beverage Tax; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$11,000.00 for a revised contract price of \$55,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Amendment No. 1 between the City of Grand Island and JEO Consulting Group Inc. of Wahoo, Nebraska to design a reconstructed baffle system:

1. Additional services to design a reconstructed baffle system increase of \$11,000.00.

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-24

**#2021-281- Approving Change Order #1 for Construction of
Veteran's Sports Complex Batting Cages**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 12, 2021

Subject: Approve Batting Cages Project Change Order No. 1

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

Background

On September 14, City Council approved Lacy Construction Company of Grand Island, Nebraska to construct three (3) new outdoor batting cages at the Veterans Sports Complex by Resolution 2021-223.

The project was planned to be a partnerships between the City and ABCDD softball league. The City budgeted to fund the batting cages which will be open to all teams using the facility. The softball league budgeted to fund a building in which they would use in conjunction with the batting cages and to house leagues equipment on site.

The bids to construct the building were well over the engineers estimate. As a result the ABCDD softball league has requested to wait until a later date so that additional funds can be raised to construct the building.

Discussion

As a result of the building not being constructed at this time a few line items required adjusting. Change Order No. 1 results in an overall decrease of \$19,106.89 to the existing contract. The new total contracted price for Lacy Construction Company to construct the batting cages is \$85,241.61. Food and Beverage Tax proceeds will be utilized.

Alternatives

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

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

Recommendation

City Administration recommends that City Council approve Change Order No. 1 related to the contract with Lacy Construction Company of Grand Island, Nebraska to building three (3) new batting cages at the Veterans Sports Complex. Change Order No. 1 results in an overall decrease of \$19,106.89 to the existing contract. The new total contracted price for Lacy Construction Company to construct the batting cages is \$85,241.61.

Sample Motion

Move to approve batting cage project construction Change Order No. 1.



Working Together for a
Better Tomorrow, Today.

CHANGE ORDER #1

TO: **Lacy Construction Company.**
PO Box 188
Grand Island, NE 68802

PROJECT: **Veterans Sports Complex Batting Cages**

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

1. Site preparation & Mobilization	decrease \$11,278.58
2. Batting Facility Electrical service connection	decrease \$ 7,206.76
3. Construct 5" concrete sidewalk	decrease \$ 2,304.67
4. Seeding	decrease \$ 591.98
5. Batting Facility Nets and frames	increase \$ 19.00
6. Construct 5" concrete pavement	increase \$ 2,256.10

The original Contract Sum **\$ 104,348.60**

Previous Change Order Amount **\$ 0.00**

The Contract Sum is decreased by this Change Order **\$ 19,106.89**

The total modified Contract Sum to date **\$ 85,241.61**

The Contract Time is unchanged.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.


APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: **Lacy Construction Company**

By  Date 9/14/21

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2021-281

WHEREAS, on September 14, 2021 by Resolution 2021-223, the City Council of the City of Grand Island awarded Lacy Construction Co. of Grand Island, Nebraska, the bid in the amount of \$104,348.50, for the construction of the Veteran's Sports Complex Batting Cages at the Veteran's Sports Complex; and

WHEREAS, as a result of the building not being constructed at this time a few line items required adjusting; and

WHEREAS, such modifications will be funded through the Food and Beverage Tax; and

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

WHEREAS, the result of such modifications will decrease the contract amount by \$19,106.89 for a revised contract price of \$85,241.61.

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 Lacy Construction Co. of Grand Island, Nebraska to provide the modifications set out as follows:

- | | | |
|----|--|----------------------|
| 1. | Site preparation & Mobilization | decrease \$11,278.58 |
| 2. | Batting Facility Electrical service connection | decrease \$ 7,206.76 |
| 3. | Construct 5" concrete sidewalk | decrease \$ 2,304.67 |
| 4. | Seeding | decrease \$ 591.98 |
| 5. | Batting Facility Nets and frames | increase \$ 19.00 |
| 6. | Construct 5" concrete pavement | increase \$ 2,256.10 |

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item G-25

#2021-282- Approving Bid Award for Design Services for Broadwell Trail Expansion

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

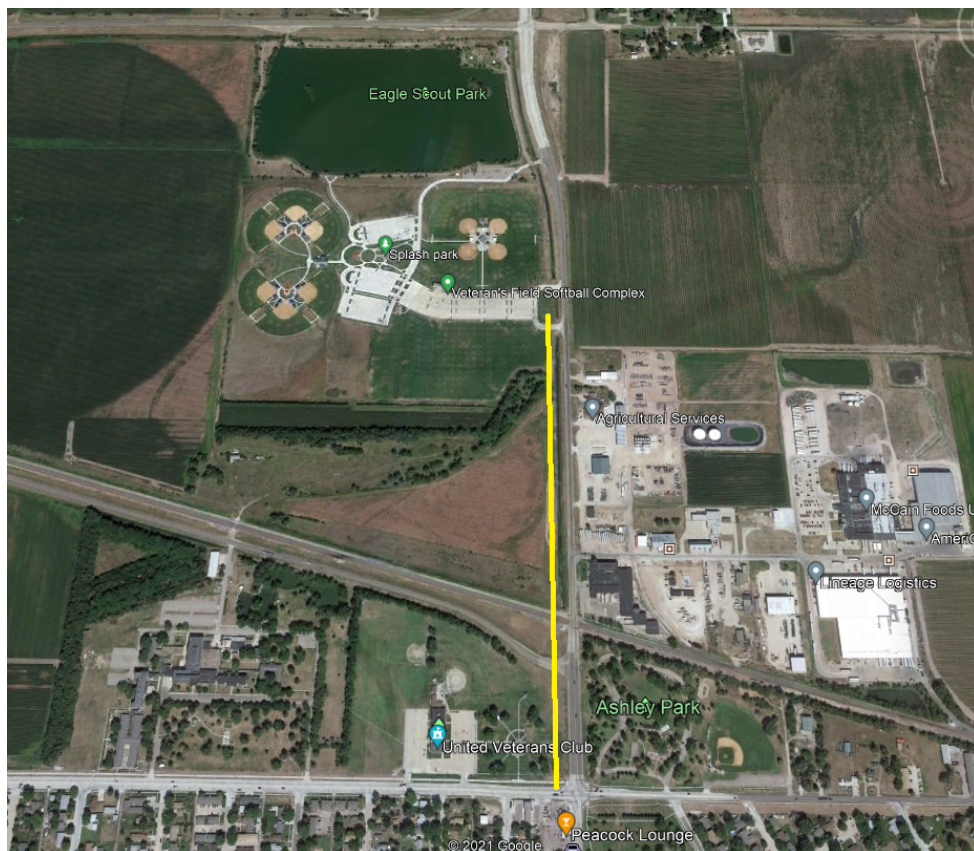
Meeting: October 12, 2021

Subject: Approve Design Services for Broadwell Trail Expansion

Presenter: Todd McCoy, Parks and Recreation Director

Background

Extending the current trail system north along Broadwell Avenue to Veterans Sports Complex and Eagle Scout Park was listed as a Phase I “Priority Trail” in the recent Grand Island Metropolitan Area Bicycle and Pedestrian Master Plan because of its added safety, connectivity, and anticipated high use. The new trail will be 10’ wide and approximately ½ mile long.



Discussion

On July 9, 2021 the City advertised a Request for Qualifications (RFQ) for firms to design the expansion of the trail north along Broadwell Avenue. Four RFQ's were received.

Staff recommends contracting Olsson Inc. of Grand Island, Nebraska for conceptual design services. Olsson Inc. proposes to work with City staff, railroad representatives, and other stakeholders to develop the best options for safety, cost effectiveness, and locations for the new trail. The contact amount is for time-and-expense not-to-exceed \$39,500.00. City staff expects additional expenses for final design and construction management services not included in the initial proposed Olsson agreement. Food and Beverage Tax funds will be utilized.

Alternatives

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 agreement with Olsson Inc. of Grand Island, Nebraska for conceptual design services for the Broadwell Trail Expansion.

Sample Motion

Move to approve the agreement with Olsson Inc. for conceptual design services for the Broadwell Trail Expansion in the total contact amount of \$39,500.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE
2022 CAPITAL IMPROVEMENT PROJECTS;
SELECTED LOCATIONS**

RFP DUE DATE: July 29, 2021 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 9, 2021

NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

HDR
Omaha, NE

JEO Consulting Group
Grand Island, NE

Benesch
Grand Island, NE

Olsson
Grand Island, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Todd McCoy, Parks & Recreation Director

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Keith Kurz, Assist. PW Director

P2292



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 12, 2021

City of Grand Island
P.O. Box 1968
100 East First Street
Grand Island, NE 68802-1968
Attn: Todd McCoy

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Veteran's Athletic Complex Connector Trail (the "Project")
Capital Avenue to the Veteran's Athletic Complex
Grand Island, NE

Dear Todd:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

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

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

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 15, 2021
Anticipated Completion Date: December 31, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$39,500.00.

TERMS AND CONDITIONS OF SERVICE

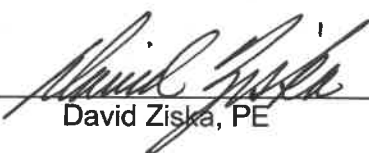
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Todd McCoy.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Matt Rief, PE

By 
David Ziska, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF GRAND ISLAND, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Reimbursable Expense Schedule



SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 12, 2021, between the City of Grand Island, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Capital Avenue to Veteran's Field Softball Complex
Grand Island, NE

Project Description: Conceptual Trail Design

OLSSON shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

Phase 100: Conceptual Trail Planning **\$29,500 Estimated Not-To-Exceed Fee**

Conceptual Trail Planning – Preliminary conceptual layouts and cursory evaluation for placement of a new 10' pedestrian trail for planning purposes. Site conceptual work to include:

1. Initial contact and coordination with stakeholders including BNSF, VFW, NDOT, Lotus Investment Group, Grand Island Public Works, Grand Island Engineering, and GI Transit to discuss expectations and project understanding.
2. Organize a public involvement meeting about the project design with stakeholders. It is not anticipated that this would be a City-wide event.
3. Field topographic survey of the project area in and around the BNSF/Broadwell crossing intersection for the purpose of determining trail alignment. Extended topographic survey north, south, east, and west of this crossing to be completed, later, when the nature of the trail-railroad crossing is known. Existing utilities will be indicated. Olsson to secure access permits for work in railroad right-of-way. Olsson to secure BNSF right-of-way maps for reference. Identify potential easements to be acquired for the project.
4. ROW appraisal services and land acquisition services, if necessary, will be included in future amendment depending on the chosen route.
5. Meetings with Olsson staff to review BNSF involvement, permitting requirements, signalization, coordination calls with BNSF, and other railroad considerations. It is anticipated that two (2) in-person meetings and four (4) virtual meetings will be required.
6. Examination of existing box culvert, culvert extensions, or construction of a new culvert (bridge?) across the drainage ditch to accommodate the proposed trail.
7. Generate conceptual trail route. It is expected that this phase of the design will advance to an approximate 30% level of completeness. Deliverables will include AutoCAD Civil 3D files, half sized prints, and pdf files.

201 E. Second Street / Grand Island, NE 68801

☎ 308.384.8750 / olsson.com

Phase 200: Conceptual Pedestrian Bridge Planning \$10,000.00 Estimated Not-To-Exceed Fee

Task Management

1. Initial project kick-off coordination meeting with other design teams to complete concept level pedestrian bridge design (i.e., roadway design, drainage design, environmental, geotechnical, rail, etc.). Meeting will be held at the site or Olsson's Grand Island office.
2. One site visit coordination meeting during the duration of the project. Meeting will be held at the site or Olsson's Grand Island office.
3. One client coordination meeting after concept plans are prepared to present concepts and answer questions. Meeting will be held at the site or Olsson's Grand Island office.
4. General coordination with of multi-discipline team throughout the concept design.
5. Up to two (2) monthly progress meetings with design team and project stakeholders. Meetings will be held virtually.

Pedestrian Bridges

This task will include concept level design of a pedestrian bridge crossing Old Highway 2 and BNSF Right-of-Way west of Broadwell Street in Grand Island, Nebraska, to connect the existing Veteran's Trail to the Veteran's Field Softball Complex. This will include up to two (2) pedestrian bridge concept alternates:

1. At Broadwell Street
2. At an alternate crossing location to be determined.

This task will include concept level bridge design to determine a preferred bridge alignment and span configuration which considers specific site constraints and the input of other disciplines including but not limited to civil/roadway, geotechnical, environmental and hydraulics. It will take into consideration local, regional, federal, and railroad requirements for pedestrian grade separated structures such as these. This task will include coordination with concept level trail design plans to show this general bridge information in a civil layout plan sheet. No detailed bridge plans will be developed as part of this work.

Concept level design will utilize prefabricated steel trusses with concrete decks for the superstructure. Concrete substructures will be utilized for piers and abutment walls; at this stage no geotechnical borings will be obtained; concept design will assume steel pile foundations. Structural approach span/ramp options to raise the trail from grade to required height for vertical clearance requirements will be explored for cost effectiveness compared to other conventional embankment means.

An engineer's opinion of probable cost will be prepared for each pedestrian bridge structure concept design prepared.

Concept design of pedestrian bridge structures shall be conducted in accordance with the following:

- American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Designs (LRFD) Bridge Design Specifications, Eighth edition,

- including subsequent interims
- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, Second Edition, including subsequent interims
- UPRR/BNSF Joint Guidelines for Railroad Grade Separation Projects
- NDOT Bridge Office Policy and Procedures (BOPP) Manual.

BNSF Hydraulic Crossing west of Broadwell

It is understood that if the trail crosses BNSF right-of-way at Broadwell Street that the existing hydraulic box culvert structure under BNSF right-of-way may need to be extended or altered to accommodate an at-grade or grade separated trail. This task will include providing an engineer's opinion of probable cost for the alteration size and length determined by other Olsson teams.

Items Not Included in this Phase

Services explicitly excluded in this phase that can be included in future amendments once the concept is selected, include, but are not limited to:

- Final design after City selects an option based on concepts.
- BNSF Railroad coordination and standard submittals.
- Any construction document preparation.
- Site visits during design, other than those shown.
- Bid support/assistance.
- Construction engineering (e.g., Staking, administration, inspections, testing, reporting, shop plan review, RFI evaluation and response, etc.)
- Site visits during construction, other than those shown.
- BNSF Railroad Coordination – standard BNSF railroad bridge design submittals will not be completed under this phase.
- NDOT Coordination – standard NDOT bridge design submittals will not be completed under this phase. It is understood any discussions with NDOT regarding this project during this phase will be completed as part of a separate task on this project.
- Trail/site engineering – it is understood that this work is being completed as part of a separate task of this project.
- Hydraulic design/permitting – it is understood that this work, including review of the box culvert under BNSF right-of-way at Broadwell Street, is being completed as part of a separate task of this project.
- Geotechnical investigation/recommendations – it is understood that this work is being completed as part of a separate task of this project and the required design data / criteria will be obtained once the City selects the desired concept.
- Legal or boundary surveys.
- Utility design drawings.
- Environmental assessments, wildlife surveys, reports, or permitting.
- Wetland delineations, Corps of Engineers permitting, mitigation plans, etc.

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

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

Summary of Fees:

Phase 100 Conceptual Trail Planning	\$29,500.00 Estimated Not-To-Exceed Fee
Phase 200 Conceptual Pedestrian Bridge Planning	<u>\$10,000.00 Estimated Not-To-Exceed Fee</u>

TOTAL ESTIMATED FEES: **\$39,500.00 Estimated Not-To-Exceed Fee**

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 12, 2021 between City of Grand Island, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) 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, in respect of all covenants, agreements and obligations of this Agreement.

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

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.56/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

RESOLUTION 2021-282

WHEREAS, the City of Grand Island issued a Request for Qualifications (RFQ) for firms to design the expansion of the trail north along Broadwell Avenue to the Veteran's Sports Complex and Eagle Scout Park; and

WHEREAS, four (4) request for qualifications were received; and

WHEREAS, Olsson Inc. from Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Qualifications; and

WHEREAS, a contract amount of \$39,500.00 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 Olsson Inc. from Grand Island, Nebraska to design the expansion of the trail north along Broadwell Avenue to the Veteran's Sports Complex and Eagle Scout Park is hereby approved at a cost of \$39,500.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney



City of Grand Island

Tuesday, October 12, 2021

Council Session

Item J-1

Approving Payment of Claims for the Period of September 29, 2021 through October 12, 2021

The Claims for the period of September 29, 2021 through October 12, 2021 for a total amount of \$5,756,668.74. A MOTION is in order.

Staff Contact: Patrick Brown, Finance Director