
City of Grand Island



Tuesday, April 26, 2022 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 Ray Stone, First Faith United Methodist Church, 4190 West Capital Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item C-1

Presentation of Tree Board Report

Tree Board President Barry Burrows will provide a brief report to City Council regarding the activities of the Tree Board. Activities include Arbor Day events, Hall County Champion Tree Program, Emerald Ash Bore Management Plan, and ongoing efforts to advocate and educate the community about trees.

Staff Contact: Todd McCoy



Grand Island Tree Board

2022 Update

City of Grand Island 36 Years Tree City USA

Tree Board Members

Barry Burrows – President

Bryan Fiala – Vice President

Steve Meyer – Secretary/Treasurer

Darwin Wicht – Member

Leon VanWinkle – Member

Bob Thomas – Member

Erich Frueling – Member

Elizabeth Exstrom – Ex Officio Member

Todd McCoy – Ex Officio Member

What has the Tree Board been doing the last two years?

- Covid
- Nebraska State Fair Sustainability Booth
- Arbor Day Celebration (Annually)
- Hall County Champion Tree Program
- Emerald Ash Bore Management Plan
- Advocating for Trees in our Urban Forest

Nebraska State Fair Sustainability Booth

- Participated by setting up a booth.
- Board members were there to advocate the importance of trees.
- Answered questions about trees.
- Exposure to the Tree Board.

Arbor Day Celebrations

- Arbor Day Celebrations (Annually)
- 2021 Daughters of American Revolution and an Outside Donor. Donated two trees planted at Pioneer Park & Lions Club Park.
- Demonstration on how to properly plant, mulch, and stake a newly planted tree.
- Hall County Tree Champions are recognized with a certificate.
- Q & A

Hall County Tree Champion Program

- Tree Board Promoting Program.
- 17 Champion Trees Registered as of Today.
- 1 Honored This Arbor Day 2022.
- Anyone can Nominate a Hall County Tree.
- Broachers/Application

Emerald Ash Borer Management Plan

- Tree Board Designed and Implemented this plan.
(EAB was discovered last year in Grand Island.)
- Plan helps the City to mitigate the disruption of our urban forest caused by EAB.
- Helps the City to address public and private needs in a more efficient and effective manner.
- Some Tree Grant Programs require Cities to have a EAB Management Plan in Place to be Awarded Tree Grants.

Advocating for Trees in our Urban Forest.

- Ongoing commitment by our Tree Board
- We help groups with tree planting projects.
- Stay up to date on our industry and offer the latest tree care advice.
- Stay up to date on the potential insect and disease infestations.

Goals

- Keep Helping out with Tree Projects & Advocating.
- Tree Inventory (Help with the Nebraska Forest Service; using Tree Plotter).
- Arbor Day Celebration.
- Hall County Champion Tree Program.
- Sustainability Booth at the State Fair.
- Tree Project.

2022 ARBOR DAY CELEBRATION

NEBRASKA CELEBRATES 150 YEARS

Tree Planting Ceremony and Hall County Tree Champion Award Presentation.

When: April 29th @ 1 pm

Where: South of Engelmann Elementary School

Who: Engelmann Kindergarteners, Pubic, and Tree Board Members.

****Rain Date May 6, 2022 same time and Place.*

Grand Island Tree Board Motto



Thank You!



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item C-2

Presentation Regarding the Hall County Veteran's Warriors Memorial

Presenters from the Hall County Warriors Memorial Committee will present information regarding the Hall County Veteran's Memorial Fund-Raising project.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 3732 W. Husker Highway (Innate Development 2, LLC)

Council action will take place under Consent Agenda item G-9.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 26, 2022

Subject: Acquisition of Utility Easement – 3732 W. Husker Highway – Innate Development 2, LLC

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Innate Development 2, LLC, through a part of Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4), of Section Twenty-Five (25), Township Eleven (11) North, Range Ten (10) West of the 6th PM and through a part of Outlot A, Legacy 34 First Subdivision, in the City of Grand Island, Hall County, Nebraska (3732 W. Husker Highway), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Innate Development 2, LLC has requested the conversion of Overhead power to Underground power along Husker Highway for the development of Legacy 34 Subdivision. To accommodate the conversion, approximately 1,440 linear feet of 6” conduit with 500 mcm Cable, 1,375 linear feet of 4” conduit with 1/0 cable, an underground distribution switch, and two high voltage terminals will be installed in the proposed easement. The proposed easement will allow the Department to install, access, operate, and maintain the water main and water service infrastructure at this location.

Alternatives

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

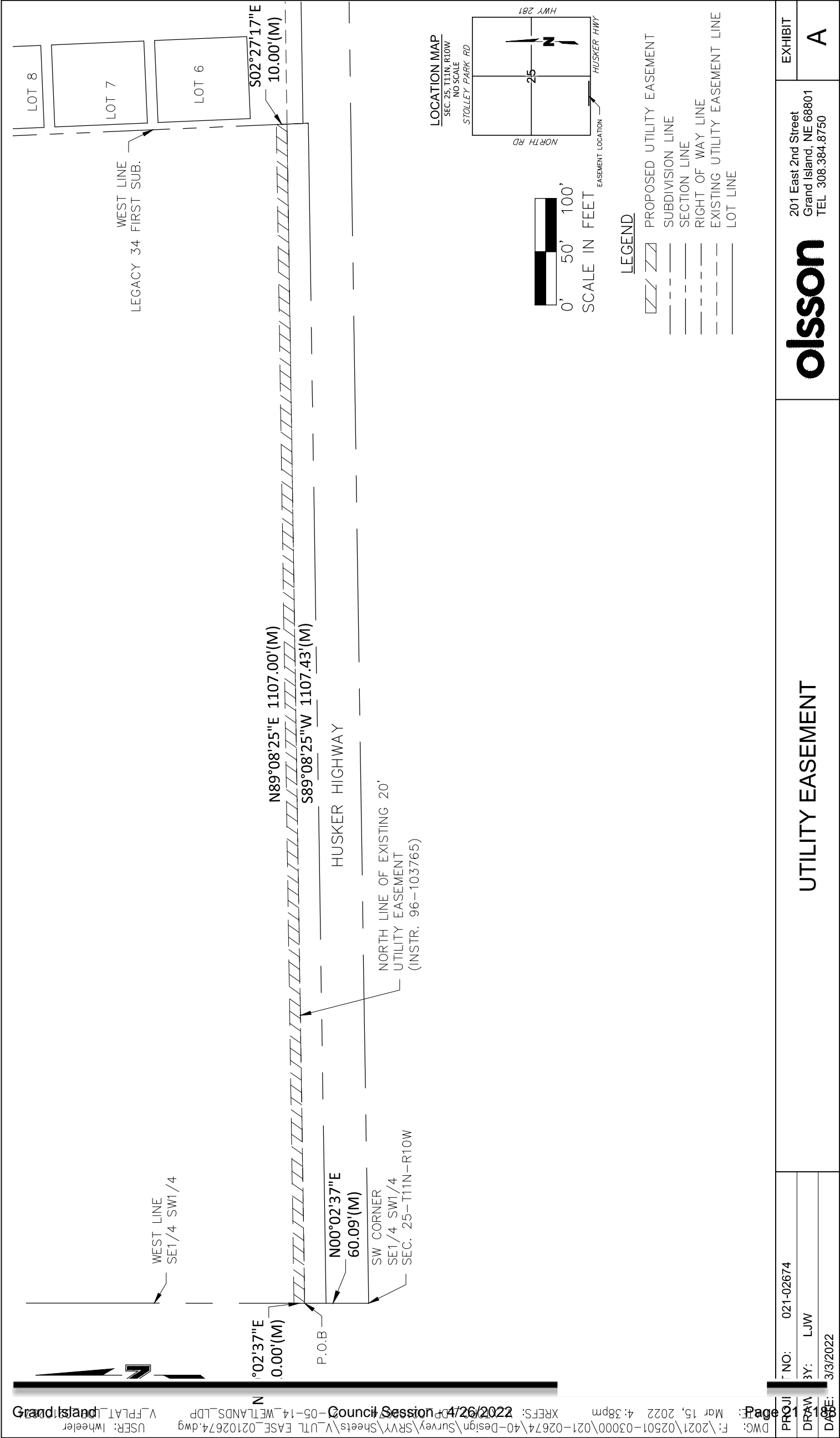
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

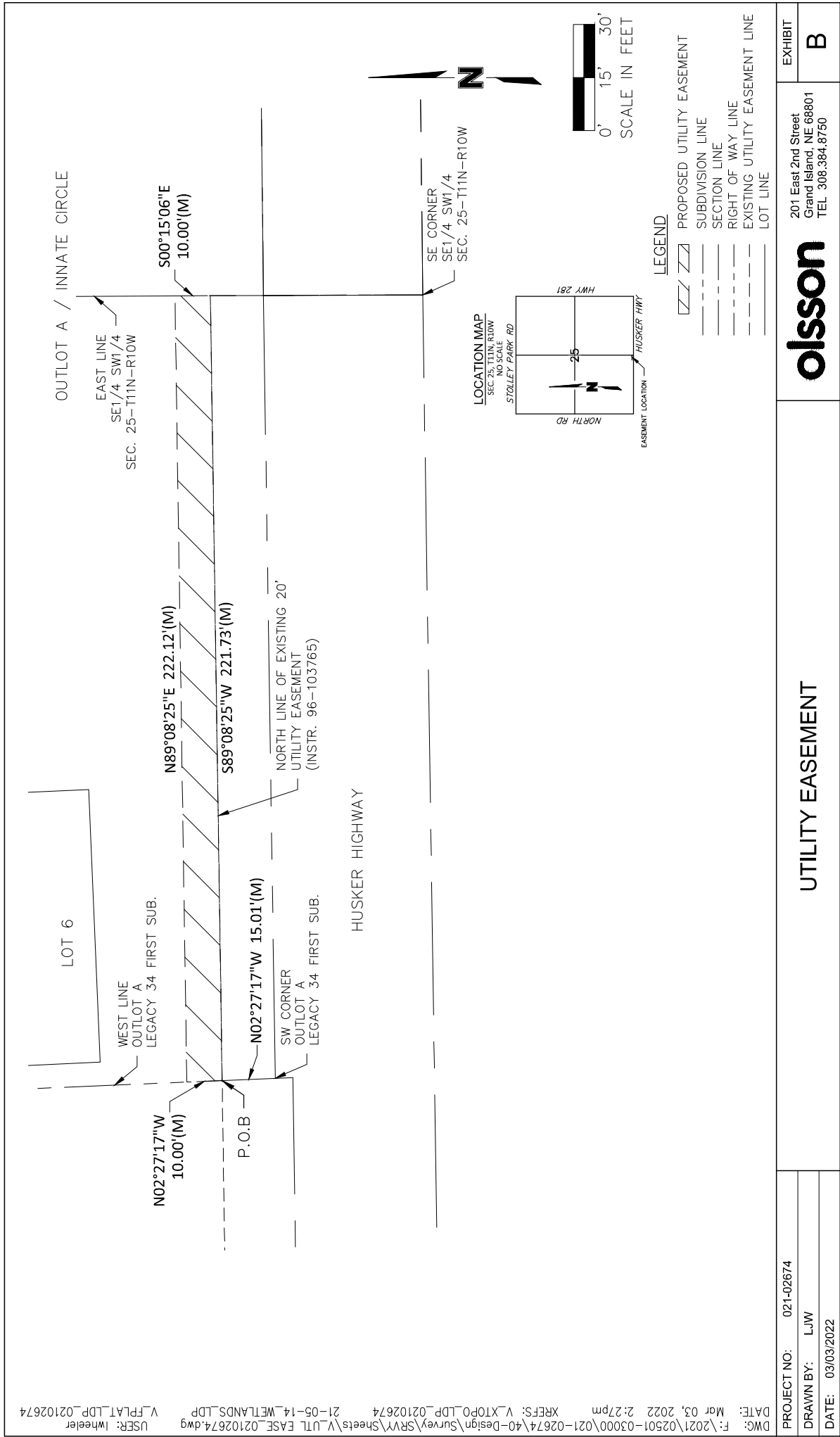
Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.







City of Grand Island

Tuesday, April 26, 2022

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 5620 Quandt Rd Well #103 (Jared Leiser)

Council action will take place under Consent Agenda item G-10.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 26, 2022

Subject: Acquisition of Utility Easement – 5620 N, Quandt Rd
(Well #103) – Jared W. Leiser

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Statutes state that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The Utilities Department needs to acquire an easement tract through a part of the South Half of the Northeast Quarter (S1/2, NE1/4), of Section Twenty-Three (23) Township Twelve (12) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska (5620 N, Quandt Rd - Well #103), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Jared Leiser has requested to have the 13.8kv 3 phase overhead power line relocated to accommodate a pivot location. The existing line from the North (One-R Road) will be removed and approximately 2,643 l.f. of 13.8kv 3 phase overhead line will be installed from the East (Quandt Road) to accommodate the relocation of the well service. The proposed easement will allow the Department to install, access, operate, and maintain the electrical infrastructure at this location.

Alternatives

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

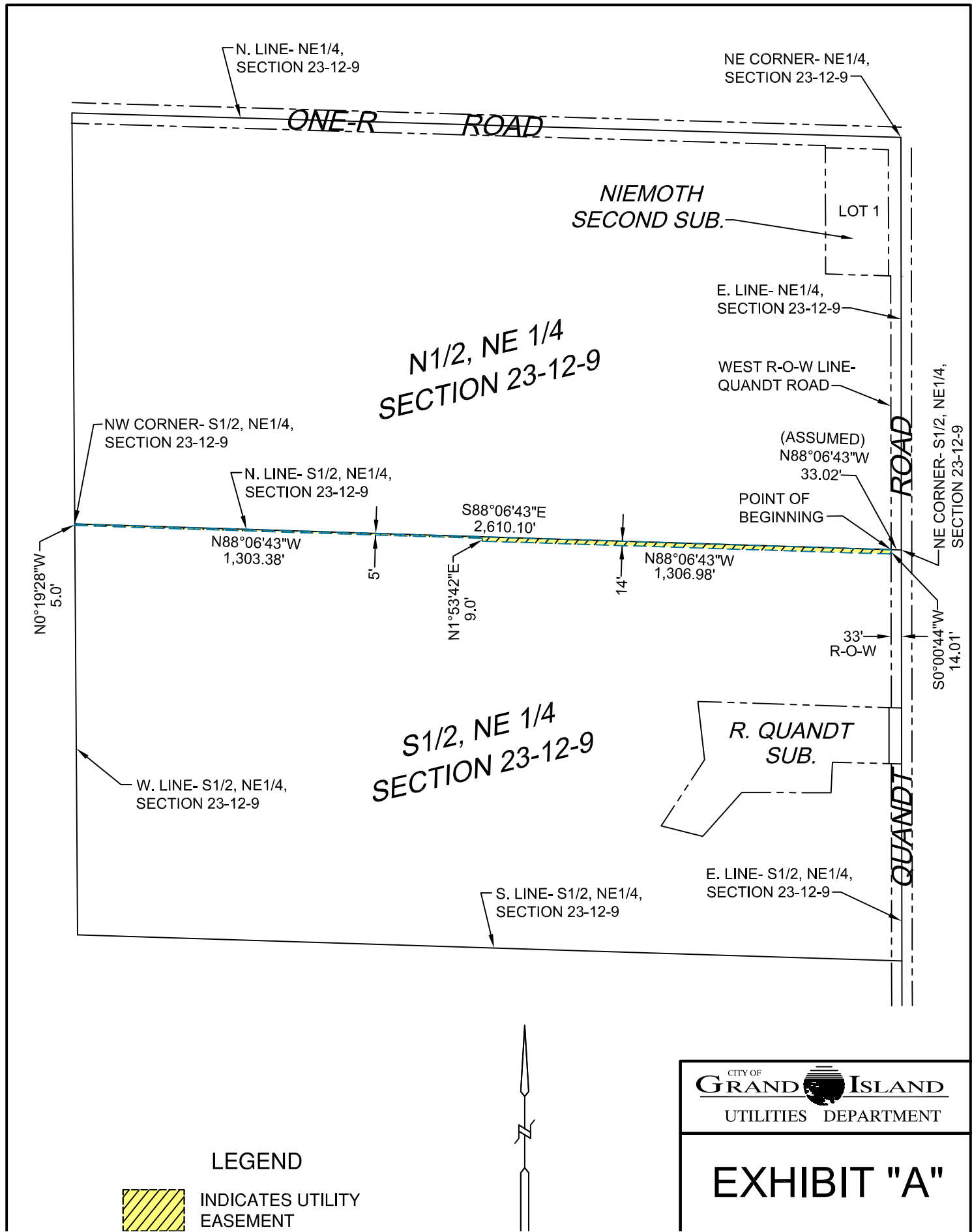
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, April 26, 2022

Council Session

Item E-3

Public Hearing on Electric Utility Integrated Resource Plan

Council action will take place under Consent Agenda item G-12.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 26, 2022

Subject: Approving Electric Utility Integrated Resource Plan

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

Background

The Utility Department has been a long-term customer of the Western Area Power Agency, which manages hydro-electric production facilities on the upper Missouri river. One of the conditions of being a WAPA customer is that the utility must develop an Integrated Resource Plan (IRP) of its system every five years, including public notice and participation.

Discussion

At the April 12, 2022, meeting, an IRP for the Department was presented to Council and a public hearing is included in the agenda for April 26, 2022. The attached IRP, along with any relevant comments by the public, is recommended for acceptance by the Council and submitted to WAPA.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Electric Utility Integrated Resource Plan.

Sample Motion

Move to approve the Electric Utility Integrated Resource Plan.



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item F-1

**#9879 - Consideration of Vacation of Public Utility Easement in
Lot 2 of Pedcor Subdivision- (City of Grand Island)**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director- Engineering

Meeting: April 26, 2022

Subject: Consideration of Vacation of Public Utility Easement in Lot 2 of Pedcor Subdivision- (City of Grand Island)

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

Background

A utility easement within Pedcor Subdivision was filed with Hall County Register of Deeds on February 28, 2003 as Document No. 200302371.

Discussion

Due to the construction of a new sanitary sewer buffer tank that will extend the useful life of existing Lift Station No. 28 by effectively improving its peak capacity, an easement vacation is necessary. Lift Station No. 28 is located northeast of the intersection of Husker Highway/James Road. The easement vacation area is depicted on the attached sketch.

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 utility easement in Lot2 of Pedcor Subdivision- (City of Grand Island).

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9879

An ordinance to vacate existing drainage 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. Vacating a portion of an existing easement in Lot 2, Pedcor as recorded in Instrument No. 200302371, filed February 28, 2003 at the Hall County Register of Deeds, as described as follows:

COMMENCING AT A SOUTHWEST CORNER OF LOT 2, PEDCOR SUBDIVISION AND ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF JAMES ROAD; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID EAST RIGHT-OF-WAY LINE OF JAMES ROAD, HAVING A DELTA OF 4°14'17", A RADIUS OF 270.64' A CHORD BEARING OF N01°31'57"E, AND A CHORD DISTANCE OF 20.01 FEET; THENCE N89°21'17"E A DISTANCE OF 149.29 FEET TO A POINT 20 FEET WEST OF THE EAST LINE OF SAID LOT 2, PEDCOR SUBDIVISION; THENCE S00°38'55"E, PARALLEL AND 20 FEET WEST OF SAID EAST LINE OF LOT 2, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF EXISTING EASEMENT DOCUMENT NO. 93-105819, FILED JULY 1993; THENCE S89°21'17"W A DISTANCE OF 150.05 FEET TO THE POINT OF BEGINNING. SAID VACATED EASEMENT CONTAINS A CALCULATED AREA OF 2995.89 SQUARE FEET MORE OR LESS.

Approved as to Form	▣ _____
April 22, 2022	▣ City Attorney

ORDINANCE NO. 9879 (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.

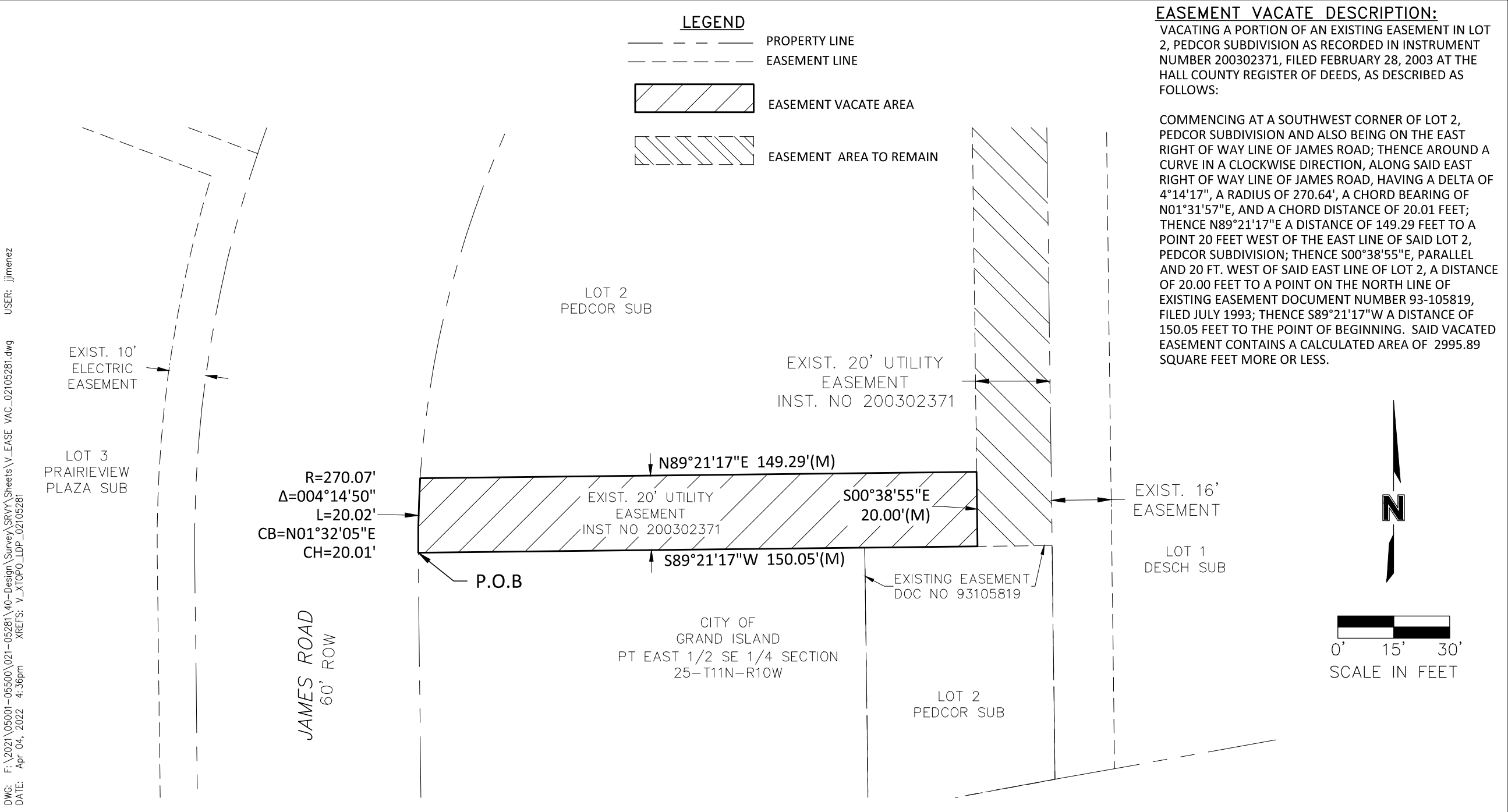
Enacted: April 26, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

DWG: F:\2021\05001-05500\021-05281\40-Design\Survey\SRV\Sheets\V_EASE VAC_02105281.dwg
DATE: Apr 04, 2022 4:36pm
XREFS: V_X10FO_LDP_02105281
USER: jjimenez





City of Grand Island

Tuesday, April 26, 2022

Council Session

Item F-2

#9880 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: April 26, 2022

Subject: Consideration of Approving Salary Ordinance No. 9880

Presenter(s): Aaron Schmid, Human Resources Director

Background

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

Discussion

The proposed salary ordinance would amend the salary range of the non-union position of Police Chief. Current Police Chief, Robert Falldorf, has submitted his retirement letter after 35+ years of service to the Grand Island Police Department. Chief Falldorf's last day with the department will be January 13, 2023. In an effort to ensure a smooth transition of leadership, Administration would like to begin a search for a new replacement. An initial step in the process was to conduct a wage survey. Based on the results, Administration is proposing to amend the salary range from \$48,789.10 to \$76,635.30 to \$62,428.60/\$83,854.80 hourly or \$101,481.33/\$159,401.42 to \$129,851.49/\$174,417.98 annually. If approved, Administration would not request an additional amendment with the 2022-2023 fiscal 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 proposed Salary Ordinance No. 9880.

Sample Motion

Move to approve Salary Ordinance No. 9880.

~~IBEW Service/Clerical/Finance position and salary range of Public Safety Apprentice Full Time; to add a uniform allowance at the rate of Twenty five dollars (\$25.00) per pay period for the Public Safety Apprentice Full time position; to add the non-union position and salary range of Public Safety Apprentice Part Time; to add non-union Public Safety Apprentice Part Time a prorated uniform allowance based on hours worked, not to exceed Twenty five dollars (\$25.00) per pay period; amend the salary range of the non-union position of Police Chief; and to repeal~~

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	28.2676/41.0956	Exempt
Accounting Technician – Solid Waste	20.8218/26.1926	40 hrs/week

[illegible]

ORDINANCE NO. 9880_(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant –Building – Part Time	20.4435/29.3215	40 hrs/week
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	17.5592/24.6211	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
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

ORDINANCE NO. 9880_(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
Grants Administrator	28.2676/41.0956	40 hrs/week
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
Interpreter/Translator	17.5507/26.3534	40 hrs/week
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	24.1758/30.1979	40 hrs/week
Meter Reader Supervisor	26.5439/34.2119	Exempt
MPO Program Manager	29.8575/44.2044	Exempt
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

ORDINANCE NO. 9880_(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Police Captain	41.0025/59.7113	Exempt
Police Chief	48.7891/76.6353 62.4286/83.8548	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 Safety Apprentice - Part Time	17.5592/24.6211	40 hrs/week
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	48.8088/61.3995	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
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

ORDINANCE NO. 9880_(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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:

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

ORDINANCE NO. 9880 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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	22.3876/31.1427	40 hrs/week
Custodian	17.3168/21.5822	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	26.1591/33.5904	40 hrs/week
Engineering Technician II	32.4526/42.0591	40 hrs/week
Instrument Technician	37.0707/47.2568	40 hrs/week
Lineworker Apprentice	27.7882/38.5498	40 hrs/week
Lineworker First Class	35.4013/43.7249	40 hrs/week
Materials Handler	31.0070/39.4318	40 hrs/week
Meter Reader	24.1758/30.1979	40 hrs/week
Meter Technician	33.2499/37.7483	40 hrs/week
Power Dispatcher I	36.1020/44.7877	40 hrs/week
Power Dispatcher II	40.2854/50.7224	40 hrs/week
Power Plant Maintenance Mechanic	34.6092/42.8018	40 hrs/week
Power Plant Operator	37.8075/43.8578	40 hrs/week
Senior Engineering Technician	36.0782/45.0109	40 hrs/week

ORDINANCE NO. 9880 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Materials Handler	35.4941/49.2077	40 hrs/week
Senior Power Dispatcher	46.4846/55.9970	40 hrs/week
Senior Power Plant Operator	43.5085/50.4378	40 hrs/week
Senior Substation Technician	39.6994/46.2921	40 hrs/week
Senior Water Maintenance Worker	26.9446/35.9365	40 hrs/week
Substation Technician	39.5895/44.4692	40 hrs/week
Systems Technician	41.5793/46.6303	40 hrs/week
Tree Trim Crew Chief	35.6425/44.8034	40 hrs/week
Utility Electrician	34.6685/44.1017	40 hrs/week
Utility Groundman	24.4206/30.8000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/45.5569	40 hrs/week
Utility Warehouse Clerk	26.2350/32.7744	40 hrs/week
Water Maintenance Worker	25.4102/33.4379	40 hrs/week
Wireworker I	25.5350/37.6918	40 hrs/week
Wireworker II	35.4013/43.7249	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	

OVERTIME ELIGIBILITY

ORDINANCE NO. 9880_(Cont.)

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, Five Thousand dollars (\$5,000) certification credit and fifty (50) hours of compensatory time if eligible.

A referral incentive is provided for existing Officers who successfully recruit applicants, specifically, a Three Hundred dollar (\$300) incentive for the referral of one non-certified applicant who makes the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of two or more non-certified applicants who make the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of one or more certified applicants who make the Civil Service eligibility list; and a One Thousand Seven Hundred dollar (\$1,700) incentive if one or more of the referred applicants is hired.

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:

ORDINANCE NO. 9880 (Cont.)

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

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

ORDINANCE NO. 9880 (Cont.)

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 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	18.1313/26.2818	40 hrs/week
Accounting Technician – Streets	21.7231/28.4998	40 hrs/week
Accounts Payable Clerk	20.4525/28.9122	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.4435/29.3215	40 hrs/week
Administrative Assistant – Public Works	21.6005/31.2640	40 hrs/week
Audio Video Technician	24.4873/32.9470	40 hrs/week
Building Inspector	24.0080/35.9899	40 hrs/week
Cashier	18.6247/25.5908	40 hrs/week
Community Service Officer	17.5592/24.6211	40 hrs/week
Computer Technician	25.5128/36.6251	40 hrs/week
Crime Analyst	25.1338/32.4789	40 hrs/week
Electrical Inspector	24.1752/35.9119	40 hrs/week
Emergency Management Coordinator	21.5894/31.2640	40 hrs/week
Engineering Technician – Public Works	24.1683/34.0850	40 hrs/week
Evidence Technician	20.2408/29.4361	40 hrs/week
GIS Coordinator	31.0713/46.8124	40 hrs/week
Maintenance Worker I – Building, Library, Police	17.1541/24.2867	40 hrs/week
Maintenance Worker II – Building, Library, Police	20.1627/27.1401	40 hrs/week
Payroll Clerk	21.2139/29.9773	40 hrs/week
Plans Examiner	23.9582/35.9899	40 hrs/week
Plumbing/Mechanical Inspector	24.1864/35.5663	40 hrs/week
Police Records Clerk	18.0813/25.6821	40 hrs/week
Public Safety Apprentice	17.5592/24.6211	40 hrs/week

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ORDINANCE NO. 9880_(Cont.)

Public Safety Dispatcher	21.7901/28.8008	40 hrs/week
Senior Accounting Clerk	20.2854/28.8676	40 hrs/week
Shooting Range Operator	26.6273/35.8338	40 hrs/week
Wastewater Secretary	20.3634/28.7450	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 fifty cents (\$0.50) 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 seventy-five cents (\$0.75) 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 fifty cents (\$0.50) 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 seventy-five cents (\$0.75) 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 differential pay. A shift differential of \$0.50 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

ORDINANCE NO. 9880_(Cont.)

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 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

ORDINANCE NO. 9880_(Cont.)

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 and the non-union Public Safety Apprentice 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 and full time Public Safety Apprentices shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

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

Non-union employees and employees covered by the AFSCME labor agreement, FOP labor agreement, IAFF labor agreement, IBEW Service/Clerical/Finance and Wastewater

ORDINANCE NO. 9880_(Cont.)

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-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. Employees covered by the IBEW Utilities 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 unscheduled 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.

ORDINANCE NO. 9880 (Cont.)

When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars (\$30.00) biweekly.

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

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

ORDINANCE NO. 9880 (Cont.)

behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at $50\% \times 1,084 = 542$]. 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

ORDINANCE NO. 9880 (Cont.)

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

ORDINANCE NO. 9880_(Cont.)

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

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

ORDINANCE NO. 9880_(Cont.)

Twenty-five (25) years (beginning 26th year) \$ 994.00

Those employees who are represented by the IBEW-Wastewater Treatment Plant 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
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:

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

ORDINANCE NO. 9880 (Cont.)

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

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

SECTION 14. Those portions of Ordinance No. 9877 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: April 26, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-1

Approving Minutes of April 12, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
April 12, 2022

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 April 12, 2022. Notice of the meeting was given in *The Grand Island Independent* on April 6, 2022.

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

INVOCATION was given by Pastor Tim Rust, Destiny Church, 4306 US Highway 30 followed by the PLEDGE OF ALLEGIANCE.

Mayor Steele introduced Interpreter/Translator Dennis Guerrero.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Child Abuse Prevention Month" April 2022. Mayor Steele proclaimed the month of April 2022 as "Child Abuse Prevention Month". Members from the First Light Child Advocacy Center were present to receive the proclamation.

Presentation of Electric Utility Integrated Resource Plan. Utilities Director Tim Luchsinger introduced John Krajewski, 74408 Road 433, Smithfield, Nebraska representing JK Energy Consulting who presented the IRP he developed for Grand Island Utility Department in accordance with the WAPA requirements.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 4058 Enterprise Avenue (Mick & Lori Brown Trust). Utilities Director Tim Luchsinger reported that a utility easement was needed at 4058 Enterprise Avenue in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The Mick Brown and Lori Brown Trust had requested a new electrical service for the new Brown Reception Hall at this location. The proposed easement would allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Ingress/Egress Easement in NW1/4, SW1/4 of Section 27, Township 11 North, Range 9- 3021 S Locust Street (The Grand Island Extended Stay, LLC).

Public Works Director John Collins reported that to allow for access to the new Lift Station No. 17 planned at this location it was requested that the City acquire an Ingress/Egress easement from The Grand Island Extended Stay, LLC. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Drainage Easement in Nikodym Subdivision- 655 S Cherry Street (Nikodym). Public Works Director John Collins reported that to allow for development of the property at the northeast corner of Cherry Street and Bismark Road, a public drainage easement was necessary. This area would be maintained by the developer per the subdivision agreement. Staff recommended approval. No public testimony was heard.

RESOLUTION:

#2022-105 - Consideration of Approving Resolution Recognizing IBEW Local 1597 (Service/Clerical/Finance) as Labor Representative for the Public Safety Apprentice Classification and Amending Relevant Labor Contract. Human Resources Director Aaron Schmid reported that due to difficulty in recruiting Police Officers the City was proposing the creation of a Public Safety Apprentice program. The Resolution, if approved, would definitively recognize the IBEW as the labor representative for the PSAs and add that job classification to the list of positions covered under the present contract the IBEW has with the City for the Service/Clerical/Finance bargaining unit. Staff recommended approval.

Police Captain Jim Duering spoke in support.

Motion by Nickerson, second by Guzinski to approve Resolution #2022-105. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCES:

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

#9877 - Consideration of Approving Salary Ordinance

#9878 - Consideration of Vacation of Public Drainage Easement in Lots 1-20 of Copper Creek Seventeenth Subdivision- (The Guarantee Group, LLC)

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

#9877 - Consideration of Approving Salary Ordinance

This item was related to the aforementioned Resolution #2022-105.

Motion by Paulick, second by Fitzke to approve Ordinance #9877.

City Clerk: Ordinance #9877 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9877 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9877 is declared to be lawfully adopted upon publication as required by law.

#9878 - Consideration of Vacation of Public Drainage Easement in Lots 1-20 of Copper Creek Seventeenth Subdivision- (The Guarantee Group, LLC)

Public Works Director John Collins reported that the current property owner of Lots 1-20 in Copper Creek Seventeenth Subdivision was requesting to vacate such dedicated easement to allow for development of the area.

Motion by Nickerson, second by Minton to approve Ordinance #9878.

City Clerk: Ordinance #9878 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9878 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9878 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-10 and G-11 (Resolutions #2022-86 and #2022-87) were removed for further discussion. Motion by Paulick, second by Minton to approve the Consent Agenda excluding items G-10 and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 22, 2022 City Council Regular Meeting.

Approving Change of Location for Bosselman Pump & Pantry, Inc. dba Pump & Pantry #10, 3212 South Locust Street to Pump & Pantry 54, 3436 South Locust Street – Liquor License D-104597.

#2022-75 - Approving Updated Parking Regulations.

#2022-80 - Approving Acquisition of Utility Easement - 4058 Enterprise Avenue (Mick & Lori Brown Trust).

#2022-81 - Approving Bid Award for Boiler Inspection and Repair - Spring 2022 with AMI, LLC of Olathe, Kansas in an Amount of \$86,501.00.

#2022-82 - Approving Bid Award for GT2 Hot Gas Path Inspection with General Electric International, Inc. of Atlanta, Georgia in an Amount of \$1,024,021.25.

#2022-83 - Approving Re-allocation of Utility Electrician to Instrument Technician.

#2022-84 - Approving Purchase of Air Bottles for Self Contained Breathing Apparatus from Danko Emergency Equipment of Snyder, Nebraska in an Amount of \$33,280.00.

#2022-85 - Approving Overnight RV Camp Parking for May 2022 Softball Tournament at Veterans Sports Complex – Parks & Recreation Department.

#2022-86 - Approving Bid Award for Furnishing and Installation of Irrigation System at Ashley Park – Parks & Recreation Department with Precision Sprinklers of Hastings, Nebraska in an Amount of \$96,500.00. Parks & Recreation Director Todd McCoy reported that the current irrigation system at Ashley Park was outdated, inefficient, and was experiencing many failures which was costly to repair. Bids were received with the low bid from Precision Sprinkles of Hastings, Nebraska in an amount of \$96,500.00.

Discussion was held regarding the difference in the bids received.

Motion by Nickerson, second by Fitzke to approve Resolution #2022-86. Upon roll call vote, all voted aye. Motion adopted.

#2022-87 - Approving Contract for Comprehensive Facility Evaluation and Master Plan for Island Oasis Water Park – Parks & Recreation Department with Waters Edge Aquatics Design of Lenexa, Kansas in an Amount of \$54,700.00. Parks & Recreation Director Todd McCoy reported that Request for Qualifications were received from four companies. The last study was done in 2004. Mr. McCoy answered questions regarding what had been done since the last study and that this study would be just for the Island Oasis Water Park.

Motion by Nickerson, second by Paulick to approve Resolution #2022-87. Upon roll call vote, all voted aye. Motion adopted.

#2022-88 - Approving Setting April 26, 2022 for a Study Session on Renewal of the City's Economic Development Plan (LB840).

#2022-89 - Approving Supplemental Agreement No. 1 with NDOT- Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2022 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program.

#2022-90 - Approving Certificate of Final Completion for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

#2022-91 - Approving Amendment No. 4 to Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 (Phase I) & 2021-P-8 (Phase II) with Olsson, Inc. of Grand Island, Nebraska for an Increase of \$73,000.00 and a Revised Contract Amount of \$420,430.00.

#2022-92 - Approving Agreement Amendment No. 1 with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation Related to Portions of Platte Valley Industrial Park Subdivisions.

#2022-93 - Approving Acquisition of Ingress/Egress Easement in NW1/4, SW1/4 of Section 27, Township 11 North, Range 9- 3021 S Locust Street (The Grand Island Extended Stay, LLC).

#2022-94 - Approving Acquisition of Drainage Easement in Nikodym Subdivision- 655 S Cherry Street (Nikodym).

#2022-95 - Approving Change Order No. 2 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 a Decrease of \$2,262.00 and a Revised Contract Amount of \$3,455,856.00.

#2022-96 - Approving Bid Award for the 2022 Asphalt Resurfacing Project No. 2022-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska in an Amount of \$852,351.23.

#2022-97 - Approving Amendment No. 1 for Various Locations Drainage Projects with JEO Consulting Group, Inc. of Grand Island, Nebraska for an Increase of \$13,045.00 and a Revised Contract Amount of \$110,015.00.

#2022-98 - Approving Change Order No. 1 for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 with Elsbury Construction, LLC of Grand Island, Nebraska for an Increase of \$66,374.33 and a Revised Contract Amount of \$1,516,131.19.

#2022-99 - Approving Amendment to Subrecipient Agreement CDBG #2019-11-CV with Hall County Community Collaborative.

#2022-100 - Approving Amendment #2 to Agreement CDBG #2019-7-CV with Heartland United Way.

#2022-101 - Approving Termination of Subrecipient Agreement with Senior Citizen Industries.

#2022-102 - Approving Final Plat and Subdivision Agreement for Nikodym Third Subdivision. It was noted that JNIK, Inc., owner, had submitted the Final Plat and Subdivision Agreement for

Nikodym Third Subdivision located east of Cherry Street and north of Bismark Avenue for the purpose of creating 47 lots on 13.35 acres.

#2022-103 - Approving an Intern 0.12 FTE for the City Attorney's Office.

RESOLUTION:

#2022-104 - Consideration of Approving Donor Recognition for Playground at Ryder Park – Parks & Recreation Department. Parks and Recreation Director Todd McCoy reported that the City was approached by students and staff from the Central Community College Occupational Therapy Class with the idea of raising funds to build a new community inclusive playground. Central Community College Foundation had begun fundraising efforts and was requesting approval to recognize donors of over \$5,000 with signage at the playground site. Staff recommended approval.

Representatives from the Central Community College Foundation were present.

Motion by Guzinski, second by Conley to approve Resolution #2022-104. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Paulick to approve the payment of claims for the period of March 23, 2022 through April 12, 2022 for a total amount of \$6,626,533.59. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:10 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-2

**Receipt of Official Documents – Pawnbroker’s Official Bonds for
G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645
South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: April 26, 2022
Subject: Approving Renewal of Pawnbrokers Official Bond
Presenter(s): RaNae Edwards, City Clerk

Background

Chapter 25 of the Grand Island City Code requires that all persons who shall engage in the business of pawnbroker are required to make application to the Mayor and City Council. Along with the application and fee, a bond is required which is to be approved by the Mayor and City Council. Each license expires on April 30th of each year and must be renewed prior to that date.

Discussion

G.I. Loan Shop, 1004 West Second Street and Express Pawn, 645 South Locust Street have submitted their application, fee, and bond for renewal of their pawnbroker's license. (See attached)

Alternatives

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

1. Move to approve the renewals
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 application and bond for renewal of pawnbroker's license.

Sample Motion

Move to approve the renewal applications and bonds for G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645 South Locust Street.



Pawnbroker's License Application

Business Owner Name: Express Pawn, Inc.
Business Owner Address: 11550 I St. Ste. 150 Omaha, NE 68137
Business Manager Name: Brian Chaney
Business Manager Address: 11550 I St. Ste. 150 Omaha, NE 68137
Business Street Address: 645 South Locust St. Grand Island, NE 68801
Telephone: 402-551-8888 (HQ) 308-646-0878 (store)

Location of storage of goods if kept at location other than business location:

N/A

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
<u>N/A</u>		

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of **\$110.00** when the license is issued as well as a license fee in the amount of **\$110.00** for a total of **\$220.00**.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
W150105461	Pawnbroker	5,000.00	09/20/2020	09/20/2023

PRINCIPAL

Express Pawn, Inc. d/b/a Express Pawn
645 South Locust

Grand Island, NE 68801

OBLIGEE

City of Grand Island
100 E First St

Grand Island, NE 68801

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHATEVER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 17th DAY OF June 2020

0405437

ELLERBROCK-NORRIS INC

PO BOX 816

HASTINGS, NE 68902

402-463-2461

Old Republic Surety Company

SURETY

By E. Lisa J. Smith
ATTORNEY-IN-FACT



ORSC 22034 (8-94)



Pawnbroker's License Application

Business Owner Name: Darlo Beazley
Business Owner Address: 1810 Hwy 58 Dannebrog NE 68831
Business Manager Name: Patricia Beazley
Business Manager Address: 1810 Hwy 58 Dannebrog NE 68831
Business Street Address: 1004 W. 2nd St. Grand Island NE 68801
Telephone: 308-382-9573

Location of storage of goods if kept at location other than business location:

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of **\$110.00** when the license is issued as well as a license fee in the amount of **\$110.00** for a total of **\$220.00**.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



Nationwide Mutual Insurance Company
1100 Locust Street, Dept. 2006
Des Moines, IA 50391-2006
Phone: 866-387-0457
Email: bondcomm@nationwide.com

Bond Continuation Certificate

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7900369972

Bond Description License and Permit - Compliance
Pawn Broker
in the sum of \$5,000.00

on behalf of G I Loan Shop, Inc.
1004 W 2nd
Grand Island, NE 68802

in favor of City of Grand Island

for the extended term beginning 12:00:00 a.m. April 30, 2022

and ending 11:59:59 p.m. April 29, 2023

subject to all terms, conditions and limitations contained in the original bond.

This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.

SIGNED, SEALED AND DATED January 29, 2022

NATIONWIDE MUTUAL INSURANCE COMPANY

By: Elizabeth Moore
Elizabeth Moore, Attorney-In-Fact



Continuation Certificate
The Original Certificate is to be filed with the Obligee Named.



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-3

Approving Appointment of Tom Barnes to the Zoning Board of Adjustment Board

Mayor Steele has submitted the appointment of Tom Barnes to the Zoning Board of Adjustment board. This appointment would become effective immediately upon approval by the City Council and would expire on August 31, 2024.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-4

Approving Appointment of Gail Yenny to the Animal Advisory Board

Mayor Steele has submitted the appointment of Gail Yenny to the Animal Advisory board to replace Bob Loewenstein. This appointment would become effective immediately upon approval by the City Council and would expire on August 31, 2023.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-5

**#2022-106 - Approving Final Plat and Subdivision Agreement for
Copper Creek Estates 21st Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 26, 2022

Subject: Copper Creek Estates Twenty-First Subdivision- Final Plat

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

Background

This property is generally located east of Kenneth Drive and south of Thomas Street in Grand Island, Nebraska. (20 lots, 4.917 acres). This property is zoned R2 Low Density Residential.

Discussion

The final plat for Copper Creek Estates Twenty-First Subdivision was considered at the Regional Planning Commission at the April 6, 2022 meeting.

A motion was made by Ruge and second by Monter to approve all items on the consent agenda.

The motion carried with eleven members voting in favor (Nelson, Allan, O'Neill, Ruge, Olson, Robb, Monter, Rubio, Randone, and Randone) with no members voting no.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the preliminary plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner
Guarantee Group LLC
PO Box 5916
Grand Island, NE 68802

To create

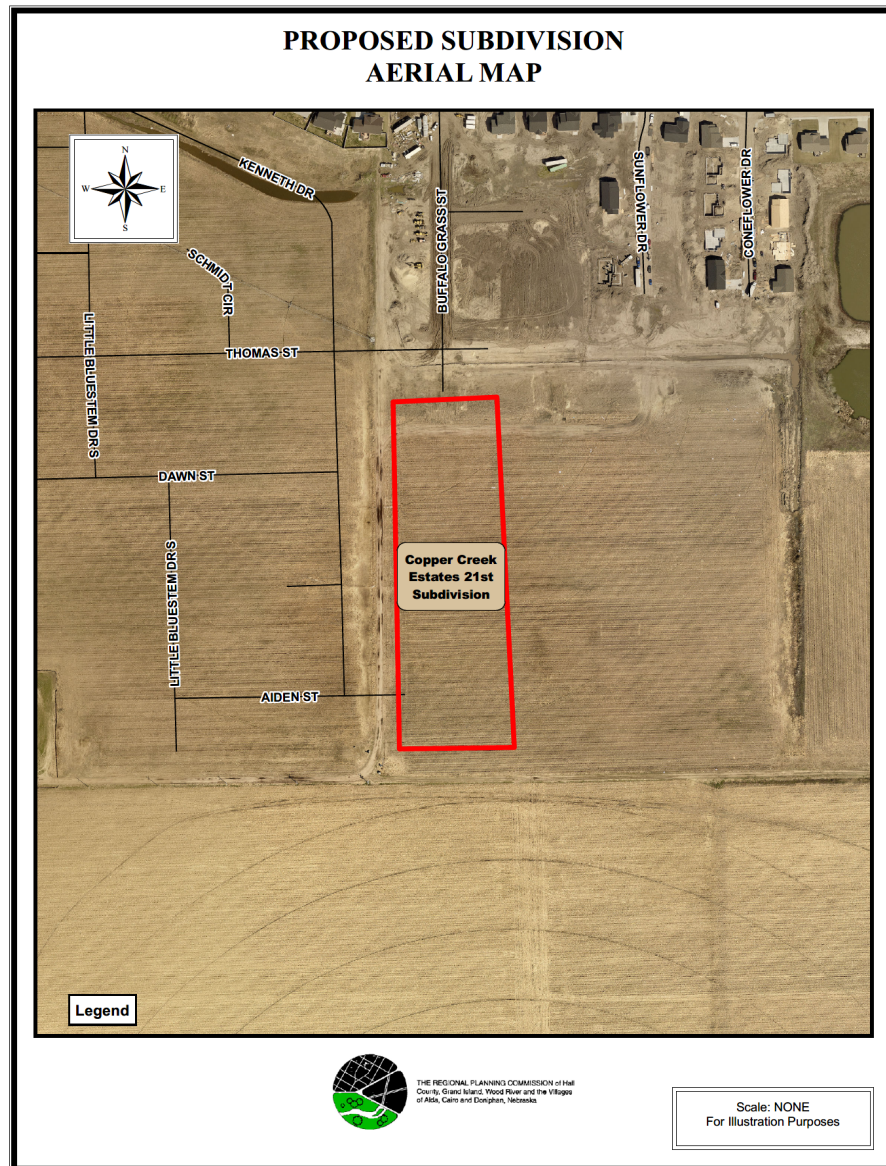
Size: Final Plat 20 lots, 4.917 Acres

Zoning: R2 Low Density Residential

Road Access: New streets are proposed as 37' concrete curb and gutter streets.

Water: City water is available to the subdivision and will be extended to all new lots.

Sewer: City sewer is available to the subdivision and will be extended to all new lots.



I HEREBY CERTIFY THAT ON _____, 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

KNOW ALL MEN BY THESE PRESENTS, THAT THE GUARANTEE GROUP, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "***COPPER CREEK ESTATES TWENTY-FIRST SUBDIVISION***" IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING 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 DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

ON THIS ____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED SEAN P. O'CONNOR, A MEMBER, THE GUARANTEE GROUP, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

THIS _____ DAY OF _____, 2022.

CITY CLERK

PROJECT NO. 2022-01747
GUARANTEE GROUP SURVEY
FR

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

COPPER CREEK TWENTY FIRST SUBDIVISION

Lots 1-20 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, GUARANTEE GROUP LLC., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24, COPPER CREEK ESTATES SEVENTEENTH SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S07°55'44"E A DISTANCE OF 78.69 FEET; THENCE S05°01'23"E A DISTANCE OF 160.52 FEET; THENCE S00°46'31"E A DISTANCE OF 405.73 FEET; THENCE N89°36'39"E A DISTANCE OF 10.00 FEET; THENCE

S00°46'31"E A DISTANCE OF 60.00 FEET; THENCE S89°36'39"W A DISTANCE OF 11.57 FEET; THENCE S00°46'31"E A DISTANCE OF 98.48 FEET TO THE NORTH LINE OF A TRACT AS DESCRIBED IN INST. NO. 201901301; THENCE S89°40'53"W, ALONG SAID NORTH LINE OF SAID TRACT, A DISTANCE OF 344.06 FEET TO A POINT BEING THE SOUTHEAST CORNER OF LOT 32, COPPER CREEK ESTATES EIGHTEENTH SUBDIVISION; THENCE N00°46'31"W, ALONG THE EAST LINE OF SAID LOT 32, A DISTANCE OF 95.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 32 AND ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AIDEN STREET; THENCE N89°35'39"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 95.57 FEET; THENCE N00°46'31"W, ALONG AN EAST LINE OF SAID COPPER CREEK ESTATES EIGHTEENTH SUBDIVISION, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AIDEN STREET; THENCE S89°35'39"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 34, SAID COPPER CREEK ESTATES EIGHTEENTH SUBDIVISION; THENCE N00°46'31"W, ALONG AN EAST LINE OF SAID COPPER CREEK ESTATES EIGHTEENTH SUBDIVISION, A DISTANCE OF 564.01 FEET TO THE SOUTHEAST CORNER OF LOT 41, SAID COPPER CREEK ESTATES EIGHTEENTH SUBDIVISION; THENCE N03°30'02"W, ALONG THE EAST LINE OF SAID LOT 41, A DISTANCE OF 78.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 41 AND SAID POINT ALSO BEING ON THE SOUTH LINE OF COPPER CREEK ESTATES SEVENTEENTH SUBDIVISION; THENCE N89°39'52"E, ALONG A SOUTH LINE OF SAID COPPER CREEK ESTATES SEVENTEENTH SUBDIVISION, A DISTANCE OF 242.04 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 214,174.99 SQUARE FEET OR 4.917 ACRES MORE OR LESS OF WHICH 1.245 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed

subdivision, to be known as COPPER CREEK TWENTY FIRST SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said COPPER CREEK TWENTY FIRST SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to pave Buffalo Grass Street and Aiden Street in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Buffalo Grass Street and Aiden Street, the City may create a paving district to perform such work.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Buffalo Grass Street	x		NO
Aiden Street	x		NO

6. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand

Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as COPPER CREEK TWENTY FIRST SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2022.

GUARANTEE GROUP, L.L.C., Subdivider

By: _____
Sean P. O'Connor, Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sean P. O'Connor, Member, Guarantee Group, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Guarantee Group, L.L.C.

WITNESS my hand and notarial seal the date above written.

My commission expires: _____

By: _____

Attest: _____

[illegible]

WITNESS my hand and notarial seal the date above written.

My commission expires: _____

RESOLUTION 2022-106

WHEREAS know all men by these presents, that Guarantee Group, A Nebraska Limited Liability Company, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “COPPER CREEK ESTATES TWENTY-FIRST SUBDIVISION”, A tract of land consisting of the northwest quarter (NW ¼) of section twenty-three (23), township eleven (11) North, Range Ten (10) West of the 6th P.M., In the City of Grand Island, Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of COPPER CREEK ESTATES TWENTY-FIRST SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-6

#2022-107 - Approving Final Plat and Subdivision Agreement for Sargent Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 26, 2022

Subject: Sargent Subdivision- Final Plat

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

Background

This property is generally located north of Dodge Street and west of Eugene Street (2 lots, 0.299 acres). This property is zoned R2 Low Density Residential.

Discussion

The final plat for Sargent Subdivision was considered at the Regional Planning Commission at the April 6, 2022 meeting.

A motion was made by Ruge and second by Monter to approve all items on the consent agenda.

The motion carried with eleven members voting in favor (Nelson, Allan, O'Neill, Ruge, Olson, Robb, Monter, Rubio, Randone, and Randone) with no members voting no.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the final plat as presented.

Sample Motion

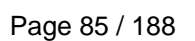
Move to approve as recommended.

Brennan Sargent
614 E. Dodge
Grand Island, NE 68801

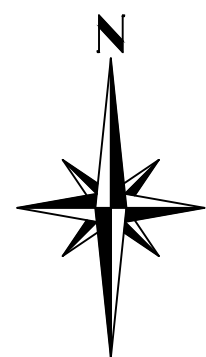
Size: Final Plat 2 lots, 0.299 Acres

Road Access: Existing City Streets

Sewer: City sewer is available to the subdivision.

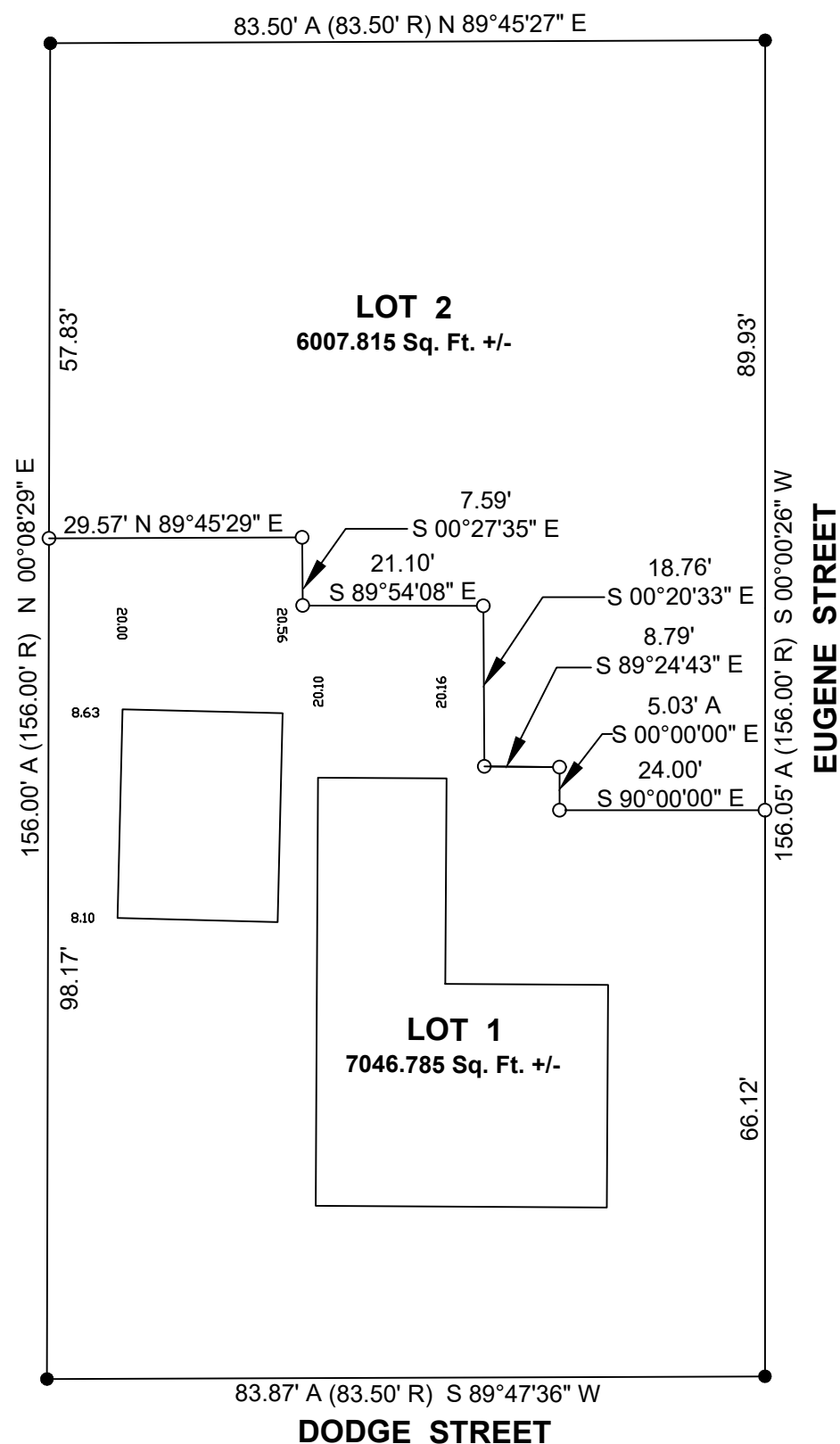


SARGENT SUBDIVISION
CITY OF GRAND ISLAND, NEBRASKA



Scale 1" = 20'

Legend
● - Corner Found 1/2" Pipe Unless Otherwise Noted
○ - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
● - Temporary Point
All Distances on Curves are
Chord Distance
R - Recorded Distance
A - Actual Distance
P - Prorated Distance



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that "Brennan Sargent," being the owner of the land described hereon have caused same to be surveyed, subdivided, platted and designated as 'SARGENT SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing 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 desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska this ____day of _____, 2022

Brennan Sargent

Date

ACKNOWLEDEGEMENT

State Of Nebraska
County Of Hall

On the ____day of _____, 2022, before me _____ a Notary Public within and for said County, personally appeared Brennan Sargent, to me personally known to be the identical person whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or 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 _____.

Notary Public

APPROVALS

Submitted to and approved by the Regional Planning Commission
of Hall County, Grand Island and Wood River, and The Villages
of Alda, Cairo, and Doniphan, Nebraska

Chairman

Date

Approved and accepted by the City of Grand Island, Hall County, Nebraska this ____
Day of _____, 2022

Mayor

City Clerk

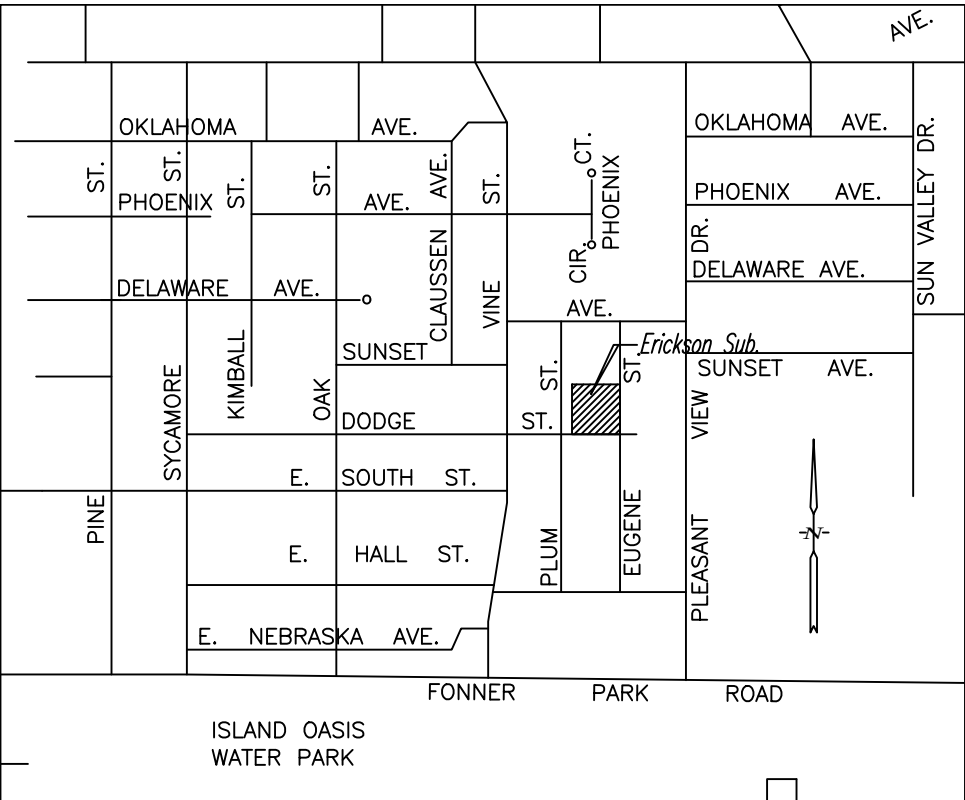
LEGAL DESCRIPTION

A tract of land comprising the West Eighty Three and Five Tenths (83. 5) feet of the Northerly One Hundred Fifty -Six (156. 0) feet of Lot One (1), Anderson Subdivision, in the City of Grand Island, Hall County, Nebraska.

SURVEYOR'S CERTIFICATE

I hereby certify that on February 2, 2022, I completed an accurate survey of 'SARGENT SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, block, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Brent D Cyboron, Reg. Land Surveyor No. 727



INITIAL POINT SURVEYING LLC 1811 W 2nd Street; Suite 280 Grand Island, NE 68803 308-383-6754 Cell 308-675-4141 Office			
LOCATION: Part Lot One (1), Anderson Subdivision			
TITLE: Grand Island, Nebraska			
SCALE: AT A3: 1" = 20'	DATE: 2/2/2022	DRAWN: Brent C.	PAGE: 1 OF 1
BENESCH PROJECT NO: 22-025		REVISION:	

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

SARGENT SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, BRENNAN SARGENT, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A tract of land comprising the West Eighty Three and Five Tenths (83.5) feet of the Northerly One Hundred Fifty-Six (156.0) feet of Lot One (1), Anderson Subdivision, in the City of Grand Island, Hall County, Nebraska.;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as SARGENT SUBDIVISION, designating explicitly the land to be

laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said SARGENT SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Eugene Street and Dodge Street where they abut the subdivision.
2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.
3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply.
4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

6. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Front Yard Setback.** The Subdivider shall be limited to building on Lot 1 in a manner that preserves the front yard setback along Dodge Street and the rear yard setback along the northern lot boundary. This restriction will not apply if the existing structures are demolished and reconstructed based on the setbacks at the time of construction.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as SARGENT SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2022.

BRENNAN SARGENT, Subdivider

By: _____
Brennan Sargent

COUNTY OF HALL) ss
)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brennan Sargent, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

RESOLUTION 2022-107

WHEREAS know all men by these presents, that Brennan Sargent, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "SARGENT SUBDIVISION", A tract of land comprising the West Eighty Three and Five Tenths (83.5) feet of the Northerly One Hundred Fifty-Six (156.0) feet of Lot One (1), Anderson Subdivision, in the City of Grand Island, Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of SARGENT SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-7

#2022-108 - Approving Final Plat and Subdivision Agreement for Eynetich Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 26, 2022

Subject: Eynetich Acres Subdivision- Final Plat

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

Background

This property is generally located south of Abbott Road and east of North Road in Grand Island, Nebraska. (1 lot, 3 acres). This property is zoned AG-2 Secondary Agriculture.

Discussion

The final plat for Eynetich Acres Subdivision was considered at the Regional Planning Commission at the April 6, 2022 meeting.

A motion was made by Ruge and second by Monter to approve all items on the consent agenda.

The motion carried with eleven members voting in favor (Nelson, Allan, O'Neill, Ruge, Olson, Robb, Monter, Rubio, Randone, and Randone) with no members voting no.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Tony & Camalla Eynetich
3601 N. North Road
Grand Island, NE 68803

To create

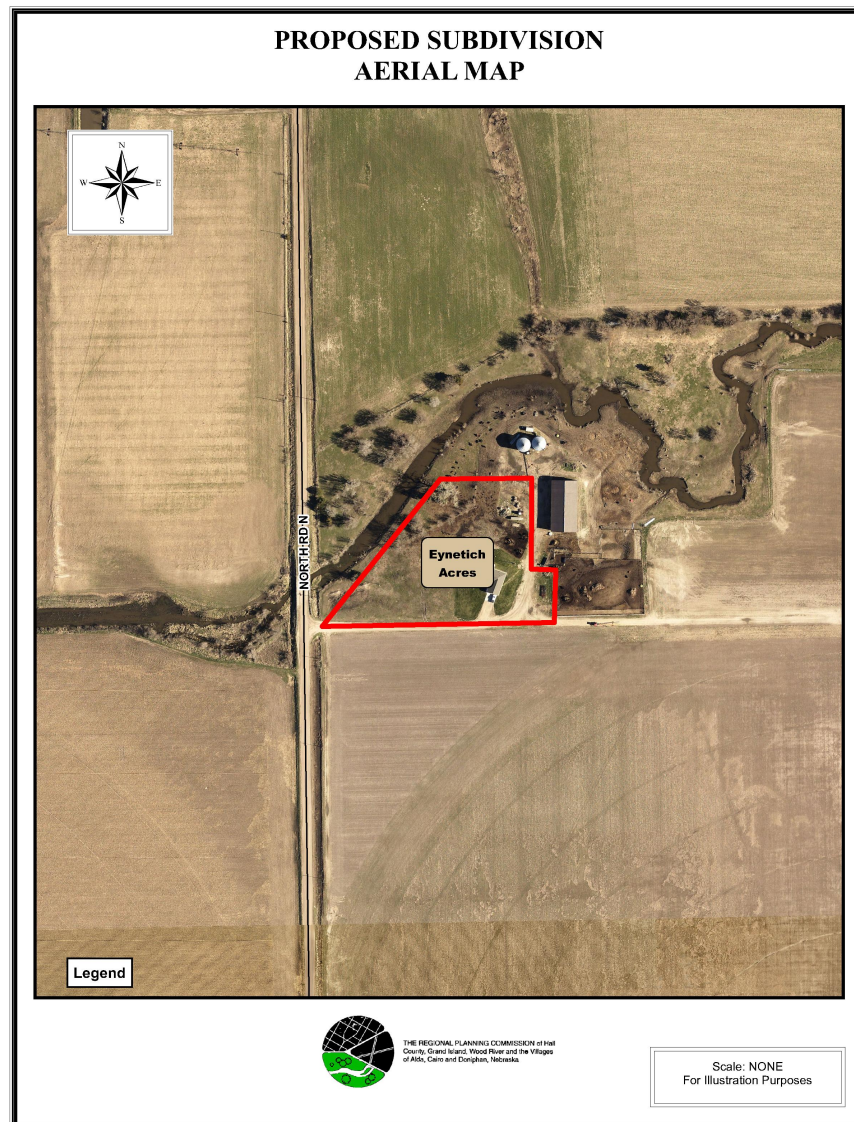
Size: Final Plat 1 lots, 3 Acres

Zoning: AG-2 Secondary Agriculture

Road Access: Existing County Road

Water: City water is not available to the subdivision.

Sewer: City sewer is not available to the subdivision.



EYNETICH ACRES

A SUBDIVISION LOCATED IN THE
S.1/2 OF THE NW 1/4 OF SECTION
36-T12N-R10W, HALL COUNTY, NEBRASKA.

APPROVALS:

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY,
GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO AND DONIPHAN NEBRASKA

THIS_____ DAY OF _____, 2022.

CHAIRMAN

APPROVED AND ACCEPTED BY THE HALL COUNTY BOARD OF COMMISSIONERS

THIS_____ DAY OF _____, 2022.

CHAIRMAN OF THE BOARD

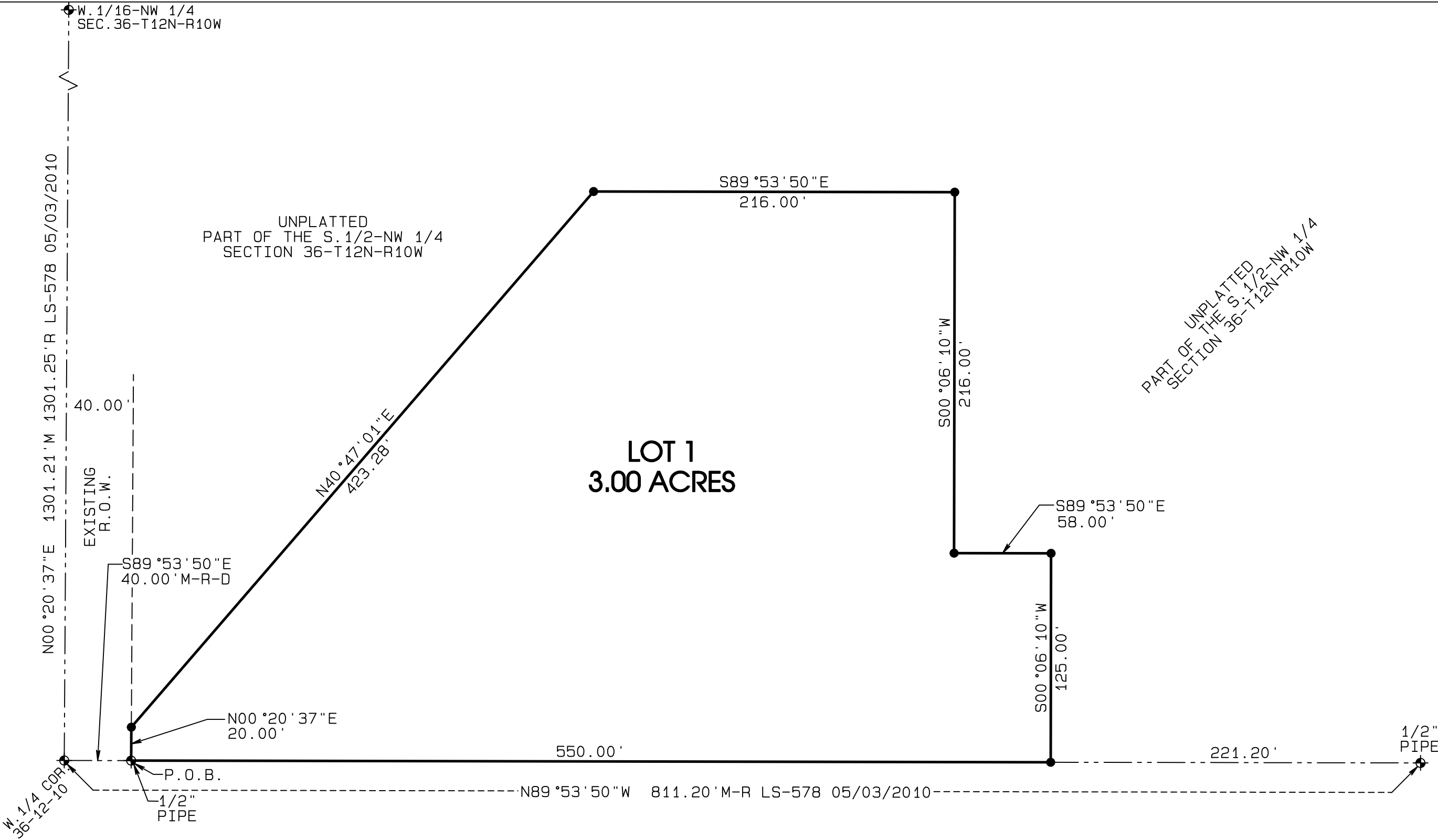
COUNTY CLERK

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA.

THIS_____ DAY OF _____, 2022.

MAYOR

CITY CLERK



DEDICATION:

KNOWN ALL MEN BY THESE PRESENTS, THAT TONY T. EYNETICH AND CAMALLA M. EYNETICH HUSBAND AND WIFE BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED, AND DESIGNATED AS EYNETICH ACRES, A SUBDIVISION, IN HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DO HEREBY DEDICATE ANY STREETS OR EASEMENTS AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER, AND ANY OTHER EASEMENTS IF ANY FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE OF PUBLIC SERVICE UTILITIES FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBIT THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING ANY OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS, AND 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 DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, WE HAVE AFFIXED OUR SIGNATURES (TONY T.EYNETICH AND CAMMALA M.EYNETICH AT GRAND ISLAND, NEBRASKA) THIS _____ DAY OF _____, 2022.

TONY T. EYNETICH

CAMALLA M. EYNETICH

ACKNOWLEDGEMENT:

STATE OF NEBRASKA, SS
COUNTY OF ADAMS

ON THE _____ DAY OF _____, 20____, BEFORE ME, _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY,

PERSONALLY TONY T. EYNETICH AND CAMALLA M. EYNETICH HUSBAND AND WIFE TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO, AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA,
ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____, 20____.

NOTARY PUBLIC

(SEAL)

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTH ONE HALF OF THE NORTHWEST QUARTER (S.1/2-NW 1/4) OF SECTION THIRTY-SIX (36) TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH ONE HALF OF THE NORTHWEST QUARTER (WEST 1/4 CORNER), THENCE S89°53'50"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTH ONE HALF OF THE NORTHWEST QUARTER A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND THIS BEING THE EAST RIGHT OF WAY LINE OF A COUNTY ROAD, THENCE N00°20'37"E ON SAID EAST RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET, THENCE N40°47'01"E A DISTANCE OF 423.28 FEET, THENCE S89°53'50"E A DISTANCE OF 216.00 FEET, THENCE S00°06'10"W A DISTANCE OF 216.00 FEET, THENCE S89°53'50"E A DISTANCE OF 50.00 FEET, THENCE S00°06'10"W A DISTANCE OF 125.00 FEET TO SAID SOUTH LINE OF THE SOUTH ONE HALF OF THE NORTHWEST QUARTER (S.1/2-NW 1/4), THENCE N89°53'50"W ON SAID SOUTH LINE A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES MORE OR LESS.

CORNER TIES:

WEST 1/4 CORNER SEC.36-T12N-R10W
FOUND 2.5" ALUMINUM CAP
E. 40.00' FOUND 1/2" PIPE
NE 44.80' SET 1/2" REBAR LS-783 CAP
NNW 51.36' SW BOLT BASE OF S. GAURD RAIL
POST ON BRIDGE DECK

WEST 1/16-NW 1/4 SEC.36-T12N-R10W
FOUND 1/2" PIPE
SW 66.70' 1/2" PIPE

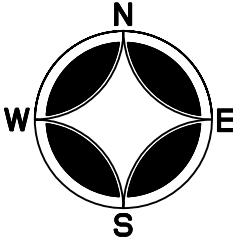
LEGEND :

D-DEED DISTANCE
M-MEASURED DISTANCE
R-RECORD DISTANCE
G-GOVERNMENT DISTANCE
P-PLATTED DISTANCE

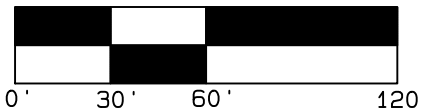
FOUND CORNER

CALCULATED POINT

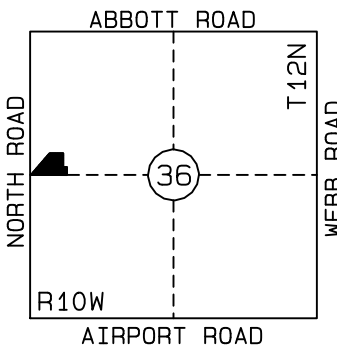
SET 1/2" X 24" REBAR
WITH BLUE LS-783 CAP
UNLESS NOTED OTHERWISE



ALL BEARINGS ARE ASSUMED
SCALE: 1"=60'



VICINITY SKETCH
NOT TO SCALE



HALL COUNTY REGISTER OF DEEDS

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

EYNETICH ACRES SUBDIVISION

LOT 1 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, TONY and CAMALLA EYNETICH, husband and wife hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTH ONE HALF OF THE NORTHWEST QUARTER (S.1/2-NW ¼) OF SECTION THIRTY-SIX (36) TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH ONE HALF OF THE NORTHWEST QUARTER (WEST ¼ CORNER), THENCE S89°53'50"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTH ONE HALF OF THE NORTHWEST QUARTER A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND THIS BEING THE EAST RIGHT OF WAY LINE OF A COUNTY ROAD, THENCE N00°20'37"E ON SAID EAST RIGHT OF WAY LINE A

DISTANCE OF 20.00 FEET, THENCE N40°47'01"E A
DISTANCE OF 423.28 FEET, THENCE S89°53'50"E A
DISTANCE OF 216.00 FEET, THENCE S00°06'10"W A
DISTANCE OF 216.00 FEET, THENCE S89°53'50"E A
DISTANCE OF 50.00 FEET, THENCE S00°06'10"W A
DISTANCE OF 125.00 FEET TO SAID SOUTH LINE OF THE
SOUTH ONE HALF OF THE NORTHWEST QUARTER S.1/2-
NW ¼), THENCE N89°53'50"W ON SAID SOUTH LINE A
DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING,
CONTAINING 3.00 ACRES MORE OR LESS.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as EYNETICH ACRES SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said EYNETICH ACRES SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for North Road where it abuts the subdivision.
2. **Water.** Public water supply is not available to the subdivision.

Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision.

3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision

5. **Sidewalks.** Immediate sidewalk construction adjacent to North Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

6. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions.

In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Flood Plain.** Since portions of the subdivision are within a delineated flood plain, all structures within areas identified as a special flood hazard area constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of applicable Federal, State, or local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as EYNETICH ACRES

SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2022.

TONY and CAMALLA EYNETICH,
Subdivider

By: _____
Tony Eynetich

By: _____
Camalla Eynetich

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tony Eynetich, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Camalla Eynetich, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2022-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2022-108

WHEREAS know all men by these presents, that Tony T. Eynetich and Camalla M. Eynetich, husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "EYNETICH ACRES SUBDIVISION", A parcel of land located in the South one half of the Northwest Quarter (S ½ - NW ¼) of Section Thirty-Six (36) Township Twelve (12) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of EYNETICH ACRES SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-8

**#2022-109 - Approving Amendment to McCoy Meadows
Subdivision Agreement**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 26, 2022

Subject: McCoy Meadows Subdivision – Subdivision Agreement Amendment

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

Background

McCoy Meadows Subdivision, located east of Ebony Lane and north of State Street was approved by the Grand Island City Council on July 23, 2019. Staff and the developer are requesting that Council approve the attached amendment to the Subdivision Agreement specifically paragraph 9 Design and Construction and paragraph 11 Landscaping.

Discussion

General development practices and setbacks in Grand Island are measure setbacks from the property line between the property line and the wall of the structure. Overhangs and projections from the buildings are permitted in a limited fashion in side front and rear yard setbacks. The original subdivision agreement for McCoy Meadows limited all parts of the building to the defined building envelope. The developer expected that projections would be permitted and the designs were submitted with that in mind. The proposed changes to paragraphs 9 and 11 will eliminate any confusion and make it clear that projections from the building are permitted in the same manner that they would be permitted on any other lot in Grand Island following the same codes applicable to other lots.

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

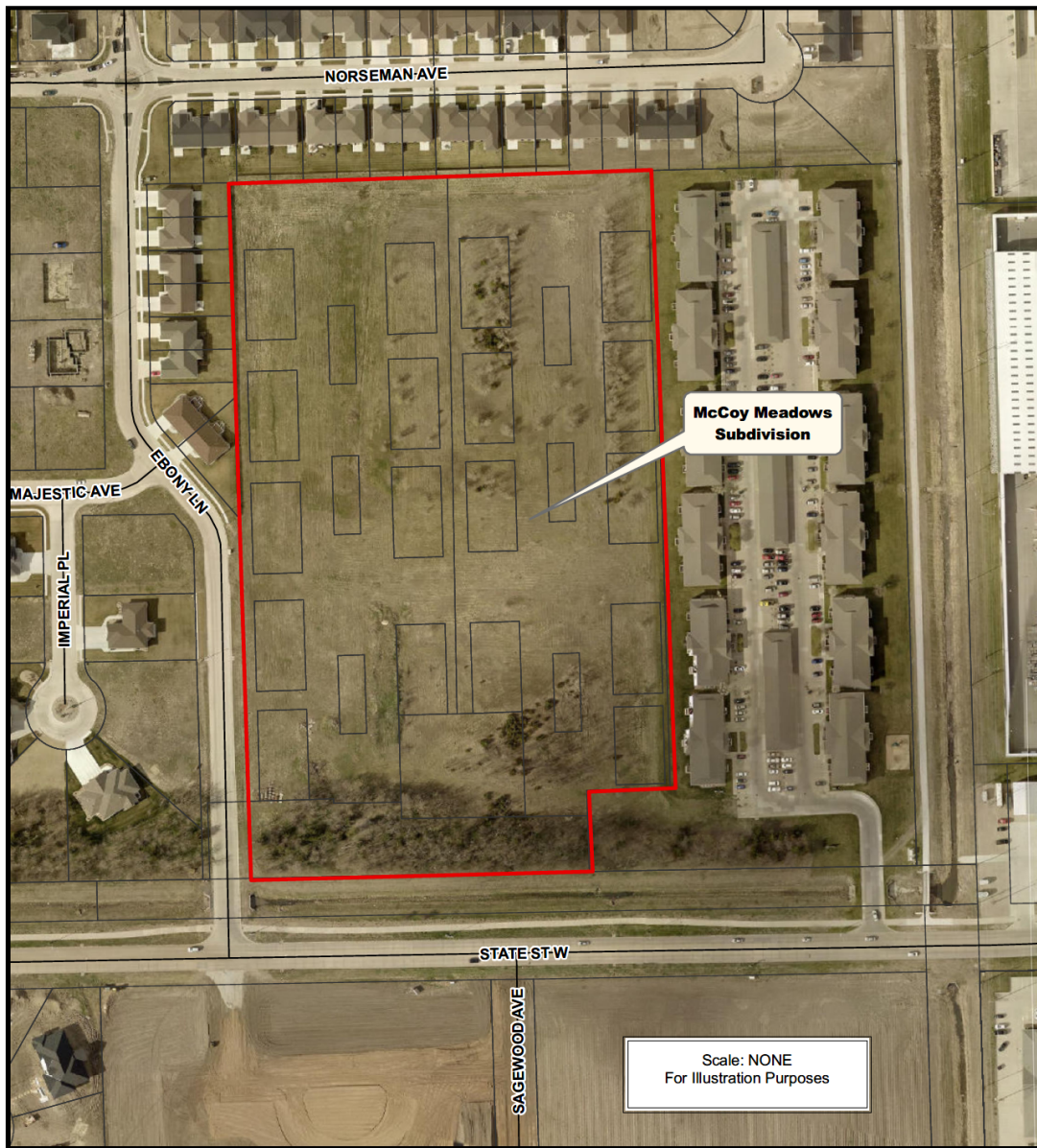
Recommendation

City Administration recommends that Council approve the amendments to the subdivision agreement as presented, authorize the Mayor to sign the agreement and the City Clerk to file said agreement against the property with the Register of Deeds.

Sample Motion

Move to approve as recommended.

PROPOSED SUBDIVISION AERIAL MAP



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



Return to:
RaNae Edwards
City Clerk
100 East 1st Street
Grand Island, NE 68801

SUBDIVISION AGREEMENT AMENDMENT

McCoy Meadows Subdivision

(Block 1 Lots 1 through 8, Block 2 Lots 1 through 12, Block 3 Lots 1 through 14, Block 4 Lots 1 through 14 and Outlot A)

In the City of Grand Island, Hall County, Nebraska

WHEREAS, , DANA POINT DEVELOPMENT CORPORATION, a Wyoming Corporation, as owner of the tracts of land in the City of Grand Island, Hall County Nebraska, more particularly described as follows: Block 1 Lots 1 through 8, Block 2 Lots 1 through 12, Block 3 Lots 1 through 14, Block 4 Lots 1 through 14 and Outlot A of McCoy Meadows Subdivision in the City of Grand Island, Hall County, Nebraska, collectively referred to as the Property; and

WHEREAS, Subdivider and the City of Grand Island, hereinafter called City, are parties to the Subdivision Agreement for McCoy Meadows Subdivision in the City of Grand Island, Hall County Nebraska, recorded as Document No. 201905690 in the office of the Hall County Register of Deeds, hereinafter called the Agreement; and

WHEREAS, Subdivider and City desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, City and Subdivider amend the Agreement to replace Paragraph 9 Design and Construction and Paragraph 11 Landscaping with the following:

9. **Design and Construction.** No building shall be constructed except within the Building Envelope Areas as defined on the Development Plan (Exhibit "A"). The buildings to be constructed shall be consistent with the designs approved with the development plan to include

four single family detached homes on Lots 1 through 4 of Block 1 and duplex units on the remaining lots generally as shown in the attached elevations and floor plans. No portion of any building constructed (including architectural features) shall exceed a height of 35 feet above the center of the street at the midpoint of the front property line. Roof eaves may comply with **§36-26 Projections from Buildings** and project outside of the building envelope and into the buffer yard.

11. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island. The Subdivider shall install and maintain landscaping at its own expense. Thirty foot landscape buffers shall be maintained south of McCoy Lane on Outlot A and on the west side of Lots 1-4 of Block 1 adjacent to Ebony Lane. A ten foot landscape buffer with a 6 foot fence or shrubbery shall be maintained along the west side of Lots 5-8 Block 1, at the north end of Outlot A adjacent to the end of Brandie Lane and north of Lots 1-4 of Block 2. No buildings or other structures shall be permitted outside of the building envelopes in a manner that encroaches into the required landscape buffer, except for roof eaves in compliance with **§36-26 Projections from Buildings** of the Grand Island City Code.

2. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term “Subdivider” is used in this agreement, the subsequent owners of Outlot A and any Lot shall be responsible to perform any of the conditions in this agreement if the Subdivider has not performed such conditions.

Dated _____, 2022.

DANA POINT DEVELOPMENT
CORPORATION, a Wyoming Corporation,
Subdivider

By: _____
Matthew Thomas, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Matthew Thomas, President of Dana Point Development, a Wyoming Corporation, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Dana Point Development Corporation.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2022-109

WHEREAS know all men by these presents, that Dana Point Development Corporation, A Wyoming Corporation, being the owners of the land described as Block 1 Lots 1 through 8, Block 2 Lots 1 through 12, Block 3 Lots 1 through 14, Block 4 Lots 1 through 14 and Outlot A of McCoy Meadows Subdivision in the City of Grand Island, Hall County, Nebraska and wish to amend the Subdivision Agreement

WHEREAS, a copy of the plat of such subdivision has been approved and filed with the Hall County Register of Deeds along with the original subdivision agreement; and

WHEREAS, an amendment to such subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island and that the City Clerk is authorized to file said agreement with the Hall County Register of Deed

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-9

#2022-110 - Approving Acquisition of Utility Easement - 3732 W. Husker Highway (Innate Development 2, LLC)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2022-110

WHEREAS, a public utility easement is required by the City of Grand Island from Innate Development 2, 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 April 26, 2022, for the purpose of discussing the proposed acquisition of a Ten (10.0) foot wide easement and right-of-way tract located through a part of Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4), of Section Twenty-Five (25), Township Eleven (11) North, Range Ten (10) West of the 6th PM and through a part of Outlot A, Legacy 34 First Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

TRACT 1 (EXHIBIT A)

Commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Ten (10) West of the 6th PM, in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of N00°02'37"E, along the West line of said Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4), a distance of sixty and nine hundredths (60.09) feet to a point on the North line of an existing twenty (20.0) foot wide Utility Easement as described in Instrument #96-103765, recorded in the Hall County Register of Deeds Office, Grand Island, Nebraska, said point also being the ACTUAL Point of Beginning; thence continuing N00°02'37"E along said West line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4), a distance of ten (10.0) feet; thence N89°08'25"E, a distance of one thousand one hundred and seven (1,107) feet to a point on the West line of Legacy 34 First Subdivision; thence S02°27'17"E along said West line of Legacy 34 First Subdivision, a distance of ten (10.0) feet to a point on the said North line of and existing twenty (20.0) foot wide Utility Easement; thence S89°08'25"W, along said North line of an existing twenty (20.0) foot wide Utility Easement, a distance of one thousand one hundred seven and forty-three hundredths (1,107.43) feet to the Point of Beginning.

TRACT 2 (EXHIBIT B)

Commencing at the Southwest corner of Outlot A, Legacy 34 First Subdivision in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of N02°27'17"W, along the West line of said Outlot A, a distance of fifteen and one hundredth (15.01) feet to the North line of an existing twenty (20.0) foot wide Utility Easement as described in Instrument #96-103765, recorded in the Hall County Register of Deeds Office, Grand Island, Nebraska, said point also being the ACTUAL Point of Beginning; thence continuing N02°27'17"W, along said West line of Outlot A, a distance of ten (10.0) feet; thence N89°08'25"E a distance of two hundred twenty-two and twelve hundredths (222.12) feet to a

Approved as to Form	□
April 22, 2022	□ City Attorney

point on the East line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Ten (10) West of the 6th PM; thence S00°15'06"E along said East line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4), a distance of ten (10.0) feet to a point on said North line an existing twenty (20.0) foot wide Utility Easement; thence S89°08'25"W, along the said North line of an existing twenty (20.0) foot wide Utility Easement, a distance of two hundred twenty-one and seventy-three hundredths (221.73) feet to the Point of Beginning.

The above-described easements and right-of-way containing a combined total of .305 acres, more or less, as shown on the plats dated 3/3/2022, marked Exhibit "A" and Exhibit "B" 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 Innate Development 2, LLC, on the above-described tract of land.

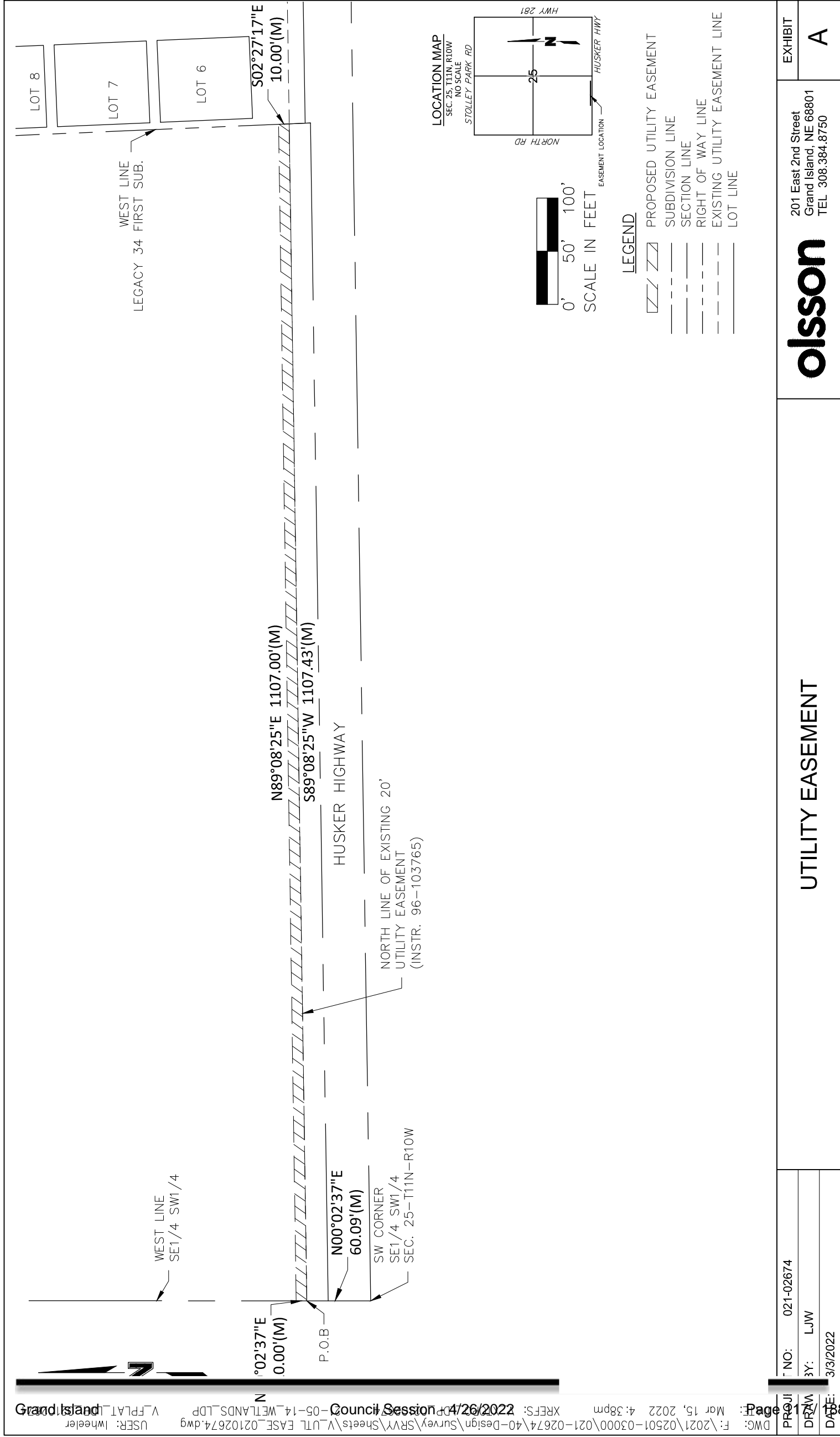
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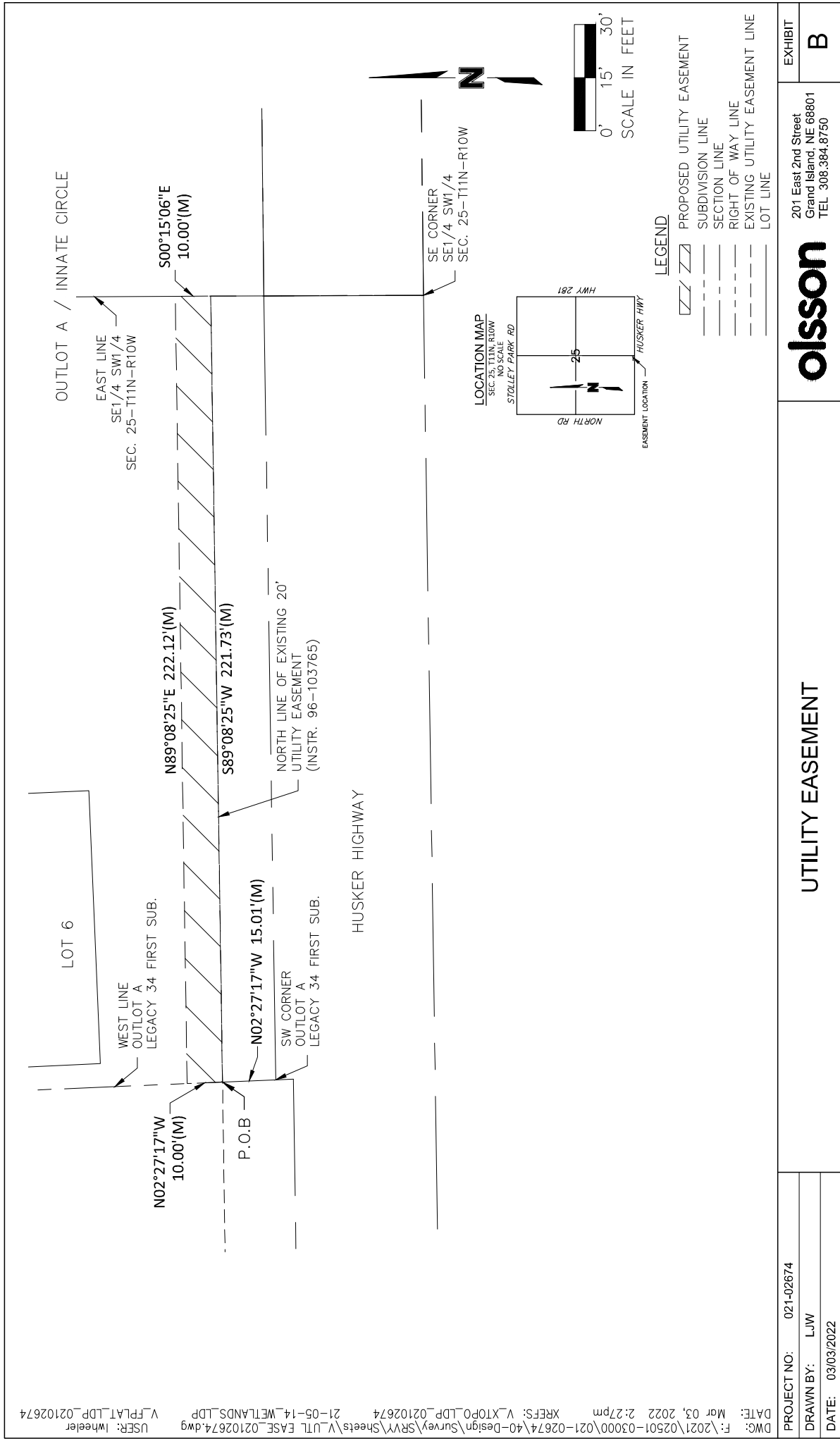
Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk







City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-10

#2022-111 - Approving Acquisition of Utility Easement - 5620 Quandt Rd Well #103 (Jared Leiser)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2022-111

WHEREAS, a public utility easement is required by the City of Grand Island from Jared W. Leiser, 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 April 26, 2022, for the purpose of discussing the proposed acquisition of a permanent and perpetual easement and right-of-way tract located through a part of the South Half of the Northeast Quarter (S1/2, NE1/4), of Section Twenty-Three (23), Township Twelve (12) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northeast corner of the South Half of the Northeast Quarter (S1/2, NE1/4) of Section Twenty Three (23), Township Twelve (12) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska; thence westerly on an assumed bearing of N 88°06'43" W, along the North line of said South Half of the Northeast Quarter (S1/2, NE1/4), a distance of thirty-three and two hundredths (33.02) feet to a point on the westerly right-of-way line of Quandt Road, said point being the ACTUAL Point of Beginning; thence S 00°00'44" W, along westerly right-of-way line of said Quandt Road, a distance of fourteen and one hundredth (14.01) feet; thence N 88°06'43" W, a distance of one thousand three hundred six and ninety-eight hundredths (1,306.98) feet; thence N 01°53'42" E, a distance of nine (9.0) feet; thence N 88°06'43" W, a distance of one thousand three hundred and three and thirty-eight hundredths (1,303.38) feet to a point on the West line of said South Half of the Northeast Quarter (S1/2, NE1/4); thence N 00°19'28" W, along said West line of the said South Half of the Northeast Quarter (S1/2, NE1/4), a distance of five (5.0) feet to the Northwest corner of said South Half of the Northeast Quarter (S1/2, NE1/4); thence S 88°06'43" E, along North line of said South Half of the Northeast Quarter (S1/2, NE1/4), a distance of two thousand six hundred ten and ten hundredths (2,610.10) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of .57 acres, more or less, as shown on the plat dated 1/31/2022, 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 Jared W. Leiser, on the above-described tract of land.

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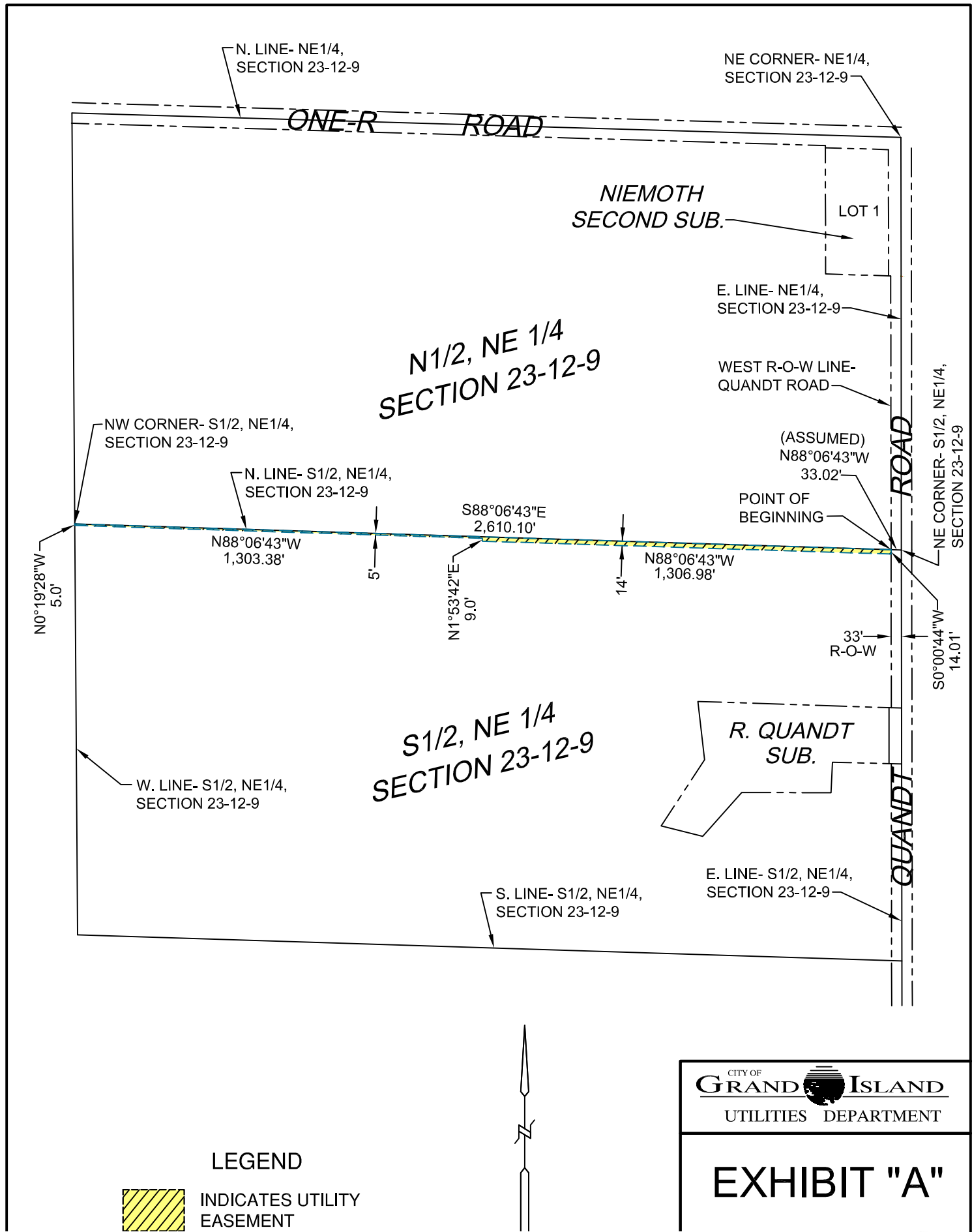
Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney





City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-11

**#2022-112 - Approving PGS Coal Combustion Residual (CCR)
Groundwater Services Task 19 with HDR**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 26, 2022

Subject: PGS - Coal Combustion Residual (CCR) Groundwater Services – Task 19

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

Background

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

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

Discussion

On September 27th, 2016, Council Approved HDR Engineering to complete Tasks 1-4 to include ground water sampling, review of the Ash land fill closure plan, Post-closure plan, and Run on/run off control system plan for a cost not to exceed \$86,290.

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

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

2020, Council approved HDR Engineering to amend Task 10 to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-On and Run-Off Control system for an additional cost not to exceed \$14,860.00.

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

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

On March 10, 2020, Council approved HDR Engineering to complete Task 13 for the CCR Groundwater Monitoring and Reporting, including semi-annual Groundwater Sampling for the First and Second half of 2020, and the 2020 Spring and Fall Groundwater Reports for a cost not to exceed \$47,100.00.

On June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation services for the detection of contaminants at an increased level for a cost not to exceed \$25,900.00.

On August 11, 2020, Council approved HDR Engineering to complete Task 15 for the CCR Groundwater Services-NDEE Meeting and Corrective Action for the NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report for a cost not to exceed \$35,600.00.

On September 22, 2020, Council approved HDR Engineering to complete Task 16 for the CCR 2020 Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00.

On March 9, 2021, Council approved HDR Engineering to complete Task 17 for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater reports for a cost not to exceed \$39,900.00.

On December 28, 2021, Council approved HDR Engineering to complete Task 18 for the CCR Annual Landfill Inspection, Fugitive Dust Control report and the annual CCR generation and utilization report for a cost not to exceed \$13,580.00.

Task 19 is being presented for the CCR 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports. Task 19 is being presented for a cost not to exceed \$40,000.00.

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

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council authorize HDR Engineering, Inc of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals program CCR Groundwater Services – Task 19 for a fee not to exceed \$40,000.00.

Sample Motion

Move to authorize HDR Engineering, Inc, of Omaha, Nebraska for providing Engineering Services for the Platte Generating Station CCR Groundwater Services –Task 19 for a fee not to exceed \$40,000.00.

TASK ORDER 19

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

TASK ORDER NUMBER: **19**

PROJECT NAME: **CCR 2022 Groundwater Monitoring & Reporting**

PART 1.0 PROJECT DESCRIPTION:

The intent of the Scope of Services is to conduct the 2022 annual groundwater sampling, statistical analysis, and reporting required by the Environmental Protection Agency's (EPA) coal combustion residuals (CCR) rule [40 CFR, Part 257] and the Nebraska Department of Environment and Energy (NDEE) Title 132 permit, for the Ash Landfill (CCR unit) at the Platte Generating Station (PGS). Statistically significant increases (SSIs) were detected for boron at MW-3 during verification sampling completed July 31, 2018. An Alternate Source Determination (ASD) evaluation was conducted for the published SSI (dated November 14, 2018) at which point an additional upgradient monitoring well (MW-10) and nine downgradient delineation wells (MW-11 through MW-19) were installed. The ASD evaluation, submitted in the 2018 annual report, confirmed the SSI for the PGS Ash Landfill based on the data available at that time, and the City initiated an assessment monitoring program within the 90-day period specified in 40 CFR §257.95.

As a result of entering the assessment monitoring program, groundwater protection standards (GWPS) were established for Appendix IV constituents. During the spring 2019 semiannual sampling event, a statistically significant level (SSL) above the GWPS for cobalt was detected in monitoring well MW-3. The City conducted an ASD (dated October 31, 2019) which included statistical re-analysis of background threshold values (BTVs) with the inclusion of upgradient monitoring well MW-10 and analysis of stormwater samples from within the landfill. Results of the ASD indicated the cobalt concentrations at MW-3 are partially due to spatial variation of naturally existing concentrations, potential upgradient source, and natural cobalt bound to the soil matrix into the surrounding grassland area. Concurrent with the ASD, the City initiated an assessment of remedial measures by characterizing the nature and extent of cobalt at the site and completing an assessment of corrective measures report (dated January 12, 2020). Additional site investigations and monitoring occurred in 2020 with the supplementary data summarized in a Nature and Extent Report Addendum (dated September 24, 2020). A public hearing was held on July 8, 2021 for the remedial options, followed by completion of the Selection of Remedy Report (dated October 18, 2021).

In 2022, the eight wells in the CCR/Title 132 groundwater monitoring network will continue to be sampled semiannually, in accordance with the assessment monitoring program requirements (40 CFR §257.96(b)) and the Selection of Remedy long-term monitoring.

The scope of services proposed herein continues HDR's groundwater monitoring and reporting program to complete the 2022 semiannual groundwater sampling, annual groundwater statistical analysis, and reporting required by the EPA's CCR rule and the NDEE Title 132 permit for the PGS Ash Landfill. The groundwater reporting will follow the current Title 132 sampling and analysis plan (SAP) and the CCR monitoring well network certification. Our understanding of task objectives, activities, deliverables, key assumptions, and approaches that HDR will use to complete the work is described below.

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

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

Task 19-100 – Groundwater Field Sampling

1. HDR will conduct groundwater sampling for the analysis of CCR rule Appendix III & Appendix IV constituents at the existing CCR Unit. Groundwater sampling will include two (2) separate sampling events (anticipated to occur in April 2022 and October 2022). During each sampling event, CCR network monitoring wells will be sampled for a total of eight (8) monitoring wells, one (1) duplicate sample, and one

(1) field blank sample. This will result in a total of 10 samples analyzed each semiannual sampling event. Two (2) additional samples have been included within this Task Order for stormwater samples. The stormwater samples will be collected by City staff when deemed appropriate. Analytical costs and coordination with the City have been included in this Task Order.

The spring and fall sampling events are anticipated to take one (1) field personnel one (1) field day to complete and will include the following activities:

- Contact City one to two weeks in advance to schedule the event, discuss site access and other matters that need to be addressed and coordinate with the laboratory for sample container delivery.
- Complete internal quality control review with field sampling team. Review will include list of supplies/equipment, Health and Safety Plan, the current SAP, and field procedures.
- Collect the sample bottles, coolers, and field equipment required. Set up rental for groundwater pump and water quality meter. Purchase necessary disposable tubing and sampling supplies. Review sample bottles and equipment to assure adequate materials are available for the sampling activities.
- At each well planned for monitoring, the protective casings, well caps, ID labels, and locks will be inspected for integrity. Deficiencies will be documented and reported to the City.
- Collection of static water level and bottom of well casing measurements will be obtained from each of the monitoring wells being sampled and from each delineation well.
- Field measurements of temperature, pH, specific conductivity, turbidity, dissolved oxygen, and oxidation-reduction potential will be collected during purging of each well. Purging and sampling data will be recorded using a groundwater sampling data form. The form will be completed for each well.
- Water level measurements will be collected at each monitoring well, including those not sampled.
- Groundwater samples will be shipped to laboratory for analyses.
- The parameters to be included in the analyses are Appendix III (detection Monitoring constituents) and Appendix IV (assessment monitoring constituents) of the federal CCR Rule at each monitoring well.

Task Deliverables:

- None anticipated

Planned Meetings: None anticipated.

Key Understandings:

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

Task 19-200 – 2022 Spring Reporting

Objective:

Evaluate assessment monitoring data collected during the first 2022 semi-annual sampling event in accordance with 40 CFR §257.96(b) and NDEE Title 132, Chapter 7, Section 005.02 to determine if the PGS Ash Landfill has continued exceedances for existing Appendix IV SSLs above the GWPS or if additional SSLs are detected.

HDR Activities:

HDR will analyze the existing CCR monitoring well data collected as part of the first 2022 semiannual sampling event at the PGS Ash Landfill. Analysis of the data will include the following activities:

1. Upon receiving the laboratory analytical results for the spring 2022 semiannual assessment monitoring event, HDR will review the data, update the facility's database, summarize the sampling event, and perform statistical analysis of the groundwater data in accordance with the facility's most recent SAP and CCR Statistical Method Certification for inclusion in:

- NDEE Title 132 Semiannual Groundwater Monitoring Report.
 - A technical memorandum with the results of the statistical analysis for assessment monitoring program requirements (40 CFR §257.96(b)) and the Selection of Remedy long-term monitoring will be provided to the City and will be included in the Annual CCR Report. The CCR Rule requires an Annual Groundwater Monitoring & Corrective Action Report; therefore, a CCR report will not be completed for the spring 2021 sampling event.
 - CCR Rule notification letter, if necessary, to be placed in the operating record and on the owner or operator's publicly accessible internet site. The notification letter will be developed, as required by the CCR rule, if a new SSL above the GWPS is detected during the spring 2022 sampling event for any Appendix IV constituents at the certified groundwater monitoring system for the PGS Ash Landfill.
2. HDR will complete a draft of the NDEE Title 132 Semiannual Groundwater Monitoring Report and provide to the City for review and comment. Comments will be incorporated into the report and final copy will be provided to the City for placement in their operating record (not to be posted to the facility's publicly accessible internet site). The Title 132 Semiannual Groundwater Monitoring Report will be submitted to NDEE (by HDR on behalf of the City, unless otherwise requested).
 3. HDR will provide copies of notification letters required by the CCR Rule. Notification letters will be prepared in accordance with 40 CFR §257.106. Notifications may include but are not limited to: notification identifying constituents in Appendix IV that were detected statistically above the GWPS (and not previously identified in prior notifications); notification of an ASD evaluation; and notification to the NDEE of placement of information in the operating record and on the publicly accessible website.
 4. HDR will develop a groundwater contour map for the spring 2022 sampling event to be included in the Title 132 Semiannual Groundwater Monitoring Report. Groundwater contours will include groundwater flow direction and an estimated flow velocity.

Anticipated Meetings and Site Visits:

It is anticipated that one (1) conference call will be held with the City and HDR to discuss results of the spring 2022 groundwater sampling event, and comments on the draft Title 132 Semiannual Groundwater Monitoring Report.

Task Deliverables:

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

Key Understandings and Assumptions:

1. HDR will use the SANITAS™ software package, by Sanitas Technologies, Inc., to provide the statistical analysis. Software renewal fees will be required for 2022 and have been included in this Task Order.
2. The NDEE Title 132 Semiannual Groundwater Monitoring Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The report will be provided in both electronic format and paper copy to the City. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested). HDR will electronically submit the report to NDEE that ensures receipt no later than August 1, 2022.
3. In the event notification letter(s) are required by the CCR rule, the draft notification letter will be provided in electronic format to the City. The City will place the notification on the City's letterhead prior to placement in operating record and posting to the operator's publicly accessible internet site.
4. Pending the results of the spring 2022 groundwater sampling event and statistical analysis, verification sampling and reporting may be required. This Task Order does not include verification sampling. If necessary, an amendment to the scope and fee will be submitted to the City.

5. The scope of this work does not include an ASD or reporting requirements specified under the Corrective Action Monitoring Program in the CCR rule and the NDEE Title 132. In the event a formal ASD or Corrective Action Monitoring reporting is required, an amendment to the scope and fee will be provided to the City.

Task 19-300 – 2022 Fall Reporting

Objective:

Evaluate assessment monitoring data collected during the second 2022 semi-annual sampling event in accordance with 40 CFR §257.96(b) and NDEE Title 132, Chapter 7, Section 005.02 to determine if the PGS Ash Landfill has continued exceedances for existing Appendix IV SSLs above the GWPS or if additional SSLs are detected.

HDR Activities:

HDR will analyze the existing CCR monitoring well data collected as part of the second 2022 semiannual sampling event at the PGS Ash Landfill. Analysis of the data will include the following activities:

1. Upon receiving the laboratory analytical results for the fall 2022 semiannual assessment monitoring event, HDR will review the data, update the facility's database, summarize the sampling event, and perform statistical analysis of the groundwater data in accordance with the facility's most recent SAP and CCR Statistical Method Certification for inclusion in:
 - the Annual Groundwater Monitoring & Corrective Action Report, as required by the CCR rule; and
 - NDEE Title 132 Semiannual Groundwater Monitoring Report.
2. HDR will complete a draft of the Annual Groundwater Monitoring & Corrective Action Report and provide to the City for review and comment. Comments will be incorporated into the report and final copy will be provided to the City for placement in the operating record and on the facility's publicly accessible internet site.
3. HDR will complete a draft of the NDEE Title 132 Groundwater Monitoring Report and provide to the City for review and comment. Comments will be incorporated into the report and final electronic copy will be provided to the City. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested).
4. HDR will provide copies of notification letters required by the CCR Rule. Notification letters will be prepared in accordance with 40 CFR §257.106. Notifications may include but are not limited to: notification identifying constituents in Appendix IV that were detected statistically above the GWPS (and not previously identified in prior notifications); notification of an ASD evaluation; and notification to the NDEE of placement of information in the operating record and on the publicly accessible website.
5. HDR will develop a groundwater contour map for the fall 2022 sampling event to be included in the Title 132 Semiannual Groundwater Monitoring Report. Groundwater contours will include groundwater flow direction and an estimated flow velocity.

Anticipated Meetings and Site Visits:

It is anticipated that one (1) conference call will be held with the City and HDR to discuss results of the second 2022 semi-annual sampling event, and the City's comments on the draft Title 132 Semiannual Groundwater Monitoring Report and the CCR Annual Groundwater Monitoring & Corrective Action Report.

Task Deliverables:

- Draft Title 132 Semiannual Groundwater Monitoring Report for the City's review, submitted electronically.
- Final Title 132 Semiannual Groundwater Monitoring Report (one (1) electronic copy and one (1) paper copy to the City (if requested); and electronic document submittal to NDEE Records Management).
- Draft CCR Annual Groundwater Monitoring & Corrective Action Report for the City's review, submitted electronically.

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

Key Understandings and Assumptions:

1. The NDEE Title 132 Semiannual Groundwater Monitoring Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The report will be provided in electronic format. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested). HDR will electronically submit the report to NDEE at a date which ensures receipt no later than February 1, 2023.
2. In the event notification letter(s) are required by the CCR rule, the draft notification letter will be provided in electronic format to the City. The City will place the notification on the City's letterhead prior to placement in operating record and posting to the operator's publicly accessible internet site.
3. The Annual Groundwater Monitoring & Corrective Action Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The City will place in their operating record the final version of the Annual Groundwater Monitoring & Corrective Action Report no later than January 31, 2023.
4. The City will post the final version of the Annual Groundwater Monitoring & Corrective Action Report to the facility's publicly accessible internet site no later than 30 days after placement in the operating record (by March 2, 2023).
5. Pending the results of the spring 2022 and/or fall 2022 groundwater sampling events and statistical analyses, verification sampling and reporting may be required. This Task Order does not include verification sampling. If necessary, an amendment to the scope and fee will be submitted to the City.
6. The scope of this work does not include an ASD or reporting requirements specified under the Corrective Action Monitoring Program in the CCR rule and the NDEE Title 132. In the event a formal ASD or Corrective Action Monitoring reporting is required, an amendment to the scope and fee will be provided to the City.

PART 3.0 OWNER'S RESPONSIBILITIES:

1. The City will provide access to the site related to the PGS Ash Landfill.
2. The City will place reports and documents in the facility operating record.
3. The City will post the 2022 Annual Groundwater Monitoring & Corrective Action Report on their CCR website within 30 days of placing report in the facility operating record.
4. The City will place draft notification on City letterhead, finalize, sign, and submit notification to NDEE that the 2022 Annual Groundwater Monitoring & Corrective Action Report was placed in operating record and posted to the CCR website.

PART 4.0 PERIODS OF SERVICE:

Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule outlined below is proposed by HDR based on anticipated approval by April 1, 2022.

CCR 2022 Groundwater Monitoring & Reporting	Start Date	End Date
Contract Award	April 2022	
Task 19-100 – Groundwater Sampling		
1 st Semi-Annual Groundwater Sampling Event (completed by HDR)	April 2022	April 2022
2 nd Semi-Annual Groundwater Sampling Event (completed by HDR)	October 2022	October 2022
Stormwater Sampling Event(s) (completed by the City)	TBD	TBD

CCR 2022 Groundwater Monitoring & Reporting	Start Date	End Date
Task 19-200 – 2022 Spring Reporting		
Statistical Analysis & Draft Title 132 Groundwater Report to the City	May 2022	June 2022
Final Title 132 Groundwater Report to the City	July 2022	July 2022
HDR to Submit Final Title 132 Groundwater Report to NDEE	No later than August 1, 2022	
Notification Letter(s), as necessary	TBD	TBD
Task 19-300 – 2022 Fall Reporting		
Statistical Analysis & Draft Title 132 & CCR Annual Groundwater Reports to the City	Nov. 2022	Jan. 2023
Final Title 132 & CCR Annual Groundwater Reports to the City	Jan. 2023	Jan. 2023
City to Place CCR Annual Report in Operating Record	No later than January 31, 2023	
City to Place CCR Annual Report on CCR website	No later than March 2, 2023	
HDR to Submit Final Title 132 Groundwater Report to NDEE	No later than February 1, 2023	
Notification Letter(s), as necessary	TBD	TBD

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for these Services shall be on a per diem basis with an agreed maximum amount of Forty Thousand dollars (\$40,000). The following table contains a breakdown of the estimated fee by task for this project.

Task Description		Estimated Total Fee
Task 19-100	Groundwater Field Sampling (2 Events)	\$16,000
Task 19-200	2022 Spring Reporting	\$10,000
Task 19-300	2022 Fall Reporting	\$14,000
TOTALS		\$40,000

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

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

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

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

This Task Order is executed this _____ day of _____, 2022.

CITY OF GRAND ISLAND, NE

"OWNER"

BY:

NAME:

TITLE:

ADDRESS:

HDR ENGINEERING, INC.

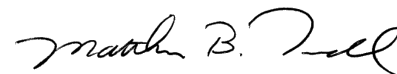
"ENGINEER"

BY:

NAME:

TITLE:

ADDRESS:



Matthew B. Tondl

Senior Vice President

1917 S 67th St

Omaha, NE 68106

RESOLUTION 2022-112

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

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

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

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

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

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

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

WHEREAS, on March 10, 2020, Council approved Task 13 for the CCR Groundwater Monitoring and Reporting which included semi-annual Groundwater Sampling for the first and second half of 2020, and the 2020 Spring and Fall Groundwater Reports at a cost not to exceed \$47,100.00; and

WHEREAS, on June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation Services for the detection of contaminants at an increased level at a cost not to exceed \$25,900.00; and

WHEREAS, on August 11, 2020, Council approved Task 15 for the CCR Groundwater Services – NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report at a cost not to exceed \$35,600.00; and

Approved as to Form	by _____
April 22, 2022	City Attorney

WHEREAS, on September 22, 2020, Council approved Task 16 for the CCR Groundwater Services for the CCR Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00; and

WHEREAS, on March 9, 2020, Council approved Task 17 for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater Reports at a cost not to exceed \$39,900.00; and

WHEREAS, on December 28, 2021, Council approved HDR Engineering to complete Task 18 for the CCR Annual Landfill Inspection, Fugitive Dust Control report and the annual CCR generation and utilization report for a cost not to exceed \$13,580.00; and

WHEREAS, Task 19 is being presented for the CCR 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00; and

WHEREAS, to ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with Task 19 for the 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Task 19 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$40,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-12

#2022-113 - Approving Electric Utility Integrated Resource Plan

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2022-113

WHEREAS, the Utility Department has been a long-term customer of the Western Area Power Agency and one of the conditions of being a customer is that the utility must develop an Integrated Resource Plan (IRP) of its system every five years, including public notice and participation; and

WHEREAS, an IRP was presented to Council at the April 12, 2022 meeting and a public hearing was held at the April 26, 2022 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Electric Utility Integrated Resource Plan is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 22, 2022	▣ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-13

#2022-114 - Approving Renewal of Coal Market Services with Western Fuels Association

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 26, 2022

Subject: Approving Renewal of Coal Market Services with
Western Fuels Association

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

Background

On June 12, 2012, Council approved an agreement with Western Fuels Association (WFA), a not-for-profit cooperative formed by public power utilities, to provide coal and freight management services. Nebraska members include Nebraska Public Power District, Lincoln Electric System, and Fremont Utilities.

To provide fuel management services, WFA requires Grand Island to become a Class “C”, or non-voting member, and pay an annual fee as provided for in the separately attached confidential agreement. This fee is approximately 0.15% of the delivered coal cost to Platte Generating Station. The fuel management services include soliciting coal that meets Platte Generating Station’s requirements as part of their bulk solicitation for their other members and providing a recommended purchase agreement meeting the procurement policies of the City. The final agreement is a contract negotiated between the City and the coal supplier and presented for consideration by Council. Upon approval of the coal supply contract, WFA also manages scheduling of coal deliveries with plant staff, the coal supplier, and the railroad.

Discussion

Western Fuels Association has a full-time professional staff that monitors coal market conditions and tests the market several times a year with multi-million ton solicitations. The Utilities Department requires around 350,000 tons of coal per year and can be in a position to obtain more favorable coal pricing by being included in these large transactions, which would allow our electric rates to remain competitive with regional power producers.

The current agreement expires on June 11, 2022, and the Utilities Department recommends that the Mayor be authorized to execute the Second Amendment to the

Services Agreement with Western Fuels Association of Northglenn, CO, for fuel management services, which renews the existing agreement to June 12, 2025.

Alternatives

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

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

Recommendation

City Administration recommends that the Council authorize the Mayor to execute the Second Amendment to Services Agreement with Western Fuels Association of Northglenn, Colorado, for fuel management services.

Sample Motion

Move to authorize the Mayor to execute the Second Amendment to Services Agreement with Western Fuels Association of Northglenn, Colorado, for fuel management services.

RESOLUTION 2022-114

WHEREAS, on June 12, 2012, Council approved an agreement with Western Fuels Association (WFA) to provide coal and freight management services, which puts the Utilities Department in a position to obtain more favorable coal pricing and in turn allow our electric rates to remain competitive; and

WHEREAS, the current agreement expires on June 11, 2022; and

WHEREAS, the Second Amendment to the Services Agreement with Western Fuels Association would renew the existing agreement to June 12, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Second Amendment to the Services Agreement with Western Fuels Association is approved, and the Mayor is hereby 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, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 22, 2022	▣ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-14

#2022-115 - Approving Termination Agreement with Prairie Hills Wind, LLC

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 26, 2022

Subject: Approving Termination Agreement with Prairie Hills Wind, LLC

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

Background

On January 24, 2017, the City of Grand Island entered into a Power Purchase Agreement (PPA) with Prairie Hills, LLC, for a share of the Prairie Hills Wind Project being developed in Custer County. The project originally had a Commercial Operation Date (COD) of July 1, 2019, but due to delays in the interconnection agreement process with the Southwest Power Pool, this COD was extended to December 1, 2021 and then to December 1, 2022.

Discussion

The interconnection agreement with SPP and the Prairie Hills Wind Project is dependent on the final construction of a large transmission project being done by the Nebraska Public Power District. The transmission project has been subject to ongoing litigation and the current timeline of Prairie Hills is for operation in 2026 or 2027, assuming all contingencies and conditions are addressed by SPP. Due to these uncertainties, Prairie Hills has offered to terminate the PPA with the attached agreement which includes a termination payment of \$200,000 to the City. Department management and City administration and legal have reviewed this agreement and concur that it is in the mutual interests of both parties to terminate the PPA.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee.
3. Postpone the issue to future date.

4. Take no action on the issue presented in this motion.

Recommendation

City Administration recommends that the Council authorize the Mayor to execute the termination agreement with Prairie Winds, LLC.

Sample Motion

Move to authorize the Mayor to execute the termination agreement with Prairie Winds, LLC.

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (“Agreement”), is made as of the 27th day of April, 2022, by and among Prairie Hills Wind, LLC (“Prairie Hills” or “Seller”) and the City of Grand Island, Nebraska doing business as City of Grand Island, a municipal corporation and City of the First Class organized and existing pursuant to Neb. Rev. Stat. §§16-101 et seq., and under the laws of the State of Nebraska (“Grand Island”).

WITNESSETH:

WHEREAS, Prairie Hills and Grand Island are parties to a Power Purchase Agreement dated January 24, 2017, as amended (collectively, the “PPA”); and

WHEREAS, since June 27, 2018, Prairie Hills provided Grand Island with a Notice of Force Majeure related to delays associated with the Southwest Power Pool (SPP) process for interconnection and SPP’s inability to meet tariff-defined timelines for interconnection of the Project, which has caused considerable delay, a delay which has been further exacerbated by Covid 19 pandemic, and several contingencies or conditions remain at SPP before the wind project could ever become operational, such that a currently projected timeline for operation of the project would be in 2026 or 2027, and that assumes that all such contingencies or conditions are cleared or addressed by SPP.

WHEREAS, given the extensive delays and uncertainty surrounding the development of the project, Prairie Hills desires to make a termination proposal to Grand Island that would include a termination payment from Prairie Hills to Grand Island in the amount of Two Hundred Thousand Dollars (\$200,000.00) in return for a termination of the PPA.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Termination of PPA. Prairie Hills and Grand Island agree to terminate, by mutual agreement, the PPA effective as of April 27, 2022 (the “Termination Date”) in return for a termination payment in the amount of Two Hundred Thousand Dollars (\$200,000.00), such payment to be made within fifteen days of the execution of this Agreement. Grand Island and Prairie Hills are each released and discharged from further obligations to each other with respect to the PPA and their respective rights against each other thereunder are terminated effective as of the Termination Date, and any posted Grand Island Default Security or Seller Default Security will be promptly returned to each party, respectively no later than fifteen days of the execution of this Agreement.

2. Representations and Warranties. Each party hereto represents and warrants to each of the other parties hereto as follows:

(a) Such party is a corporation duly organized and validly existing under the laws of the state of its incorporation and has the full legal right, power and authority to conduct its business, to own its properties and to execute, deliver and perform its obligations under this Agreement.

(b) This Agreement constitutes legal, valid and binding obligations of such party and are enforceable against such party in accordance with their terms.

(c) The promises, covenants and agreements of such party expressly set forth in this Agreement constitute the only consideration given by such party for the promises, covenants and agreements of the other parties expressly set forth in this Agreement.

3. Miscellaneous. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Capitalized terms used in this Agreement shall have the meaning identified in the PPA. This Agreement may not be amended or modified in any manner whatsoever, except in a writing signed by all of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to conflict of Law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST

THE CITY OF GRAND ISLAND,
NEBRASKA DOING BUSINESS AS CITY
OF GRAND ISLAND

Name:

Title:

Name:

Title:

PRAIRIE HILLS WIND, LLC

Name: Greg B. Hall

Title: President

RESOLUTION 2022-115

WHEREAS, on January 24, 2017, the City of Grand Island entered into a Power Purchase Agreement (PPA) with Prairies Hills, LLC for a share of the Prairie Hills Wind Project; and

WHEREAS, the project originally had a Commercial Operation Date (COD) of July 1, 2019, but due to delays in the interconnection agreement process with the Southwest Power Pool (SPP), this COD was extended to December 1, 2021 and then to December 1, 2022; and

WHEREAS, the interconnection agreement is dependent on the final construction of a large transmission project which has been subject to ongoing litigation, the current timeline of Prairie Hills is for operation in 2026 or 2027; and

WHEREAS, due to these uncertainties, Prairie Hills has offered to terminate the PPA, which includes a termination payment of \$200,00 to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Termination Agreement with Prairie Hills Wind, LLC is approved and the Mayor is hereby 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, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 22, 2022	▣ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-15

#2022-116 - Approving Purchase of Motorola CommandCentral Analytics Software under 5-year Contract for Police Department

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: April 26, 2022

Subject: Purchase of Motorola CommandCentral Analytics Software under 5-year contract.

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department had been using a crime analytics software module for the past several years called Spillman Analytics through Lexis Nexis. Lexis Nexis has decided to shut down the Spillman Analytics module. Therefore, the Police Department will need to move to a new Spillman Analytics module, now called CommandCentral Investigate with an added feature called CommandCentral Community, which will allow for a more robust on-line reporting product.

Discussion

The new proposal from Motorola Solutions for CommandCentral Investigate and CommandCentral Community modules for the Police Department includes a 5-year contract at a total 5-year cost of \$45,812.10, billed annually. The expiring Spillman Analytics module price is \$7,599.42 annually. Therefore, we will see an increased cost of \$1,563 per year for the 5-year life of the contract. Currently, the Spillman Analytics module is being paid for through the Hall County Interlocal Agreement and the recommendation is that the Police Department continue to pay for the new proposed Analytics product through the same County Interlocal Agreement. The CommandCentral Investigate and CommandCentral Community modules are offered as a sole source through Motorola Solutions only (See Sole Source letter) so no comparative pricing or competitive bidding was available for this product.

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 the Motorola Solutions CommandCentral Investigate and CommandCentral Community modules for the Police Department under a 5-year contract at a total price of \$45,812.10, billed annually and paid for through the Hall County Spillman Interlocal Agreement.

Sample Motion

Move to approve the purchase of the Motorola Solutions CommandCentral Investigate and CommandCentral Community modules for the Police Department under a 5-year contract at a total price of \$45,812.10, billed annually and paid for through the Hall County Spillman Interlocal Agreement.



March 15, 2022

Hall County /City of Grand Island
Stephanie Gosda
100 East 1st Street
City of Grand Island, Nebraska, 68801

RE: Sole Source Justification for CommandCentral Investigate and Community

To whom it may concern:

The city of Grand Island currently uses software provided by Motorola Solutions for its public safety operations. The police department plans to supplement this technology with the CommandCentral Investigate Interface with Lexus Nexus Analytics. The requested interface is developed and supported entirely by Motorola Solutions, Inc. As the sole owner and developer of the existing software solution in place at Grand Island PD, and as the sole owner and developer of the requested software and services that are proprietary to Motorola Solutions, it is recognized that there is no substitute vendor or product that can provide the integrated system offered by Motorola Solutions.

Additionally, CommandCentral Community contains proprietary software developed and owned by Motorola. To provide complete software maintenance services for the products, another vendor would need access to Motorola's proprietary software source code. No other vendor has access to Motorola source code and Motorola has not authorized any dealer or other party to obtain such access.

Thank you for your continued support of Motorola. Let us know if we can provide any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Caleb Jenson'.

Caleb Jenson
Account Sales Executive
Motorola Solutions, Inc.

Billing Address:
GRAND ISLAND POLICE
111 PUBLIC SAFETY DR
GRAND ISLAND, NE 68801
US

Shipping Address:
GRAND ISLAND POLICE
111 PUBLIC SAFETY DR
GRAND ISLAND, NE 68801
US

Quote Date:01/25/2022
Expiration Date:04/29/2022
Quote Created By:
Caleb Jenson
Caleb.Jenson@
motorolasolutions.com

End Customer:
GRAND ISLAND POLICE

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Ext. Sale Price
CommandCentral Investigate					
1	SSV00S01965A	COMMANDCENTRAL INVESTIGATE STANDARD	1	5 YEAR	\$27,862.10
CommandCentral Community					
2	PSV00S02644A	COMMUNITY CONSULTING SERVICES	1		\$950.00
3	SSV00S01450B	LEARNER LXP SUBSCRIPTION	86	5 YEAR	\$0.00
4	SSV00S02400A	COMMANDCENTRAL COMMUNITY	1	5 YEAR	\$17,000.00
Grand Total				\$45,812.10(USD)	

Pricing Metric :

Price is indicative of the following -

of Sworn Officers for CommandCentral Investigate - 86

of Sworn Officers for CommandCentral Community - 86



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$9,922.42	\$0.00
Year 2 Subscription Fee	\$8,972.42	\$0.00
Year 3 Subscription Fee	\$8,972.42	\$0.00
Year 4 Subscription Fee	\$8,972.42	\$0.00
Year 5 Subscription Fee	\$8,972.42	\$0.00
Grand Total System Price	\$45,812.10	\$0.00

Notes:

- Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

RESOLUTION 2022-116

WHEREAS, the Police Department of the City of Grand Island had been using a crime analytics software module called Spillman Analytics that is expiring and will become obsolete; and

WHEREAS, Spillman Analytics will be replaced by a new crime analytics software called CommandCentral Investigate and CommandCentral Community that the Police Department would like to purchase under a 5-year contract for a total price of \$45,812.10, and

WHEREAS, the purchase will be made through the Hall County Interlocal Agreement, which is where the expiring Spillman Analytics was paid for.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of crime analytics software modules for the Police Department called CommandCentral Investigate and CommandCentral Community at a 5-year contracted cost of \$45,812.10 paid through the Hall County Interlocal Agreement is hereby approved.

BE IS FURTHER RESOLVED, that the Mayor is here by authorized and directed to execute such grant on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-16

#2022-117 - Approving Purchase of Braun Type I Ambulance

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: April 26, 2022
Subject: Purchase Braun Type I Ambulance
Presenter(s): Cory Schmidt, Russ Blackburn

Background

The Grand Island Fire Department maintains a fleet of seven ambulances. There are two ambulances at Stations 1, 2, and 4 and one ambulance at Station 3. Station 1 and 2 ambulances are staffed every day to respond to medical calls. If staffing allows, a third ambulance is placed in service at Station 4. If medical calls exceed the number of staffed ambulances, the crew from an engine company will transfer to a back-up ambulance and respond with advanced life support capability. This is possible because every engine company has a paramedic on it. During 2021, the highest number of ambulances we had out on calls simultaneously was five. Every month we hit multiple days that 3 to 4 ambulances are out at the same time. Those numbers do not take into account other units out on fire calls at the same time.

Current economic conditions and supply chain issues have caused the delivery of a new ambulance from Braun Manufacturing to reach two years from date of order, and multiple price increases since our last ambulance purchase. With permission from the City Administrator and the Finance Director we bring this to City Council to approve a purchase of an ambulance that will likely be delivered in the 2023/2024 budget year, and paid for at that time. Ordering now saves our place in the production queue and prevents even longer delays.

Discussion

The purchase of an ambulance in the 2023/2024 budget for a budgeted amount of not more than \$409,000. The Fire Department would like to replace a 2003 Ford type III ambulance.

This will be our third purchase of a type I ambulance with 4x4 traction capabilities. The GIFD requests approval to purchase a 2024 Braun Chief XL Modular Ambulance on a 2024 Ford F550, 4X4, diesel chassis for not more than \$409,000.00 from North Central Emergency Vehicles of Lester Prairie, Minnesota. The ambulance will be purchased through BuyHGAC so it is already pre-bid through them. The ambulance will be paid for

upon delivery. The ambulance will come prewired for our communications radio, an Opticom preemptive device, the Stryker Power-load/ Power cot, and GIFD graphics. These four things are usually additional expenses after the ambulance is delivered. An approval by Council will allow the GIFD to place the order and secure a spot in the production line. The ambulance purchase will also require approval as part of the fire department's capital budget for the fiscal year when the ambulance is expected to be delivered which is anticipated as FY 2023-24.

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 the 2024 Braun Chief XL Modular Ambulance on a 2024 Ford F550, 4X4, diesel chassis for not more than \$409,000.00 for use by the GIFD for emergency service use.

Sample Motion

Move to approve the purchase of the 2024 Braun Chief XL Modular Ambulance on a 2024 Ford F550, 4X4, diesel chassis for use by the GIFD for emergency service use.

RESOLUTION 2022-117

WHEREAS, economics conditions have caused delays in delivery and price increases of a Braun Chief XL Modular Ambulance; and

WHEREAS, the Fire Department needs to replace a 2003 ambulance to make the fleet of ambulances and emergency response more reliable; and

WHEREAS, North Central Emergency Vehicles of Lester Prairie, Minnesota has submitted a cost through BuyHGAC for a 2024 Braun Chief XL Modular Ambulance on a 2024 Ford F550, 4X4, diesel chassis for not more than \$409,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the 2024 Braun Chief XL Modular Ambulance on a 2024 Ford F550, 4X4, diesel chassis from North Central Emergency Vehicles of Lester Prairie, Minnesota for the price of not more than \$409,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-17

#2022-118 - Approving Bid Award for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director- Engineering

Meeting: April 26, 2022

Subject: Approving Bid Award for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B)

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

Background

On March 18, 2022 the Engineering Division of the Public Works Department advertised for bids for Moore Creek Storm Sewer Improvements; Project No. 2021-D-2(B). The bid package for this project was sent to fifteen (15) potential bidders.

This project consists of a detention cell on the southwest corner of Old Potash Highway and North Road.

Discussion

Three (3) bids were received and opened on April 12, 2022. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Price</i>
Mid Nebraska Land Developers, LLC of Aurora, NE	None	\$146,420.35
Ramos Brothers of Grand Island, NE	None	\$269,910.00
AMP Works, LLC of Grand Island, NE	None	\$562,890.83

The bid of Mid Nebraska Land Developers of Aurora, Nebraska is considered fair and reasonable and is well below the engineer's estimate.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve the bid award to Mid Nebraska Land Developers, LLC of Aurora, Nebraska in amount of \$146,420.35.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 12, 2022 at 2:00 p.m.
FOR: Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B)
DEPARTMENT: Public Works
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 40000400
PUBLICATION DATE: March 18, 2022
NO. POTENTIAL BIDDERS: 15

SUMMARY

Bidder:	<u>Mid Nebraska Land Developers, LLC</u> Aurora, NE	<u>AMP Works, LLC</u> Grand Island, NE
Bid Security:	United Fire & Casualty Co.	Granite Re, Inc.
Exceptions:	None	None
Bid Price:	\$146,420.20	\$562,890.83

Bidder:	<u>Ramos Brothers</u> Grand Island, NE
Bid Security:	Farmington Casualty Co.
Exceptions:	None
Bid Price:	\$269,910.00

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

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director
Tim Golka, PW Engineer I

P2369

RESOLUTION 2022-118

WHEREAS, the City of Grand Island invited sealed bids for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B), according to plans and specifications on file with the Public Works Department; and

WHEREAS, on April 12, 2022, bids were received, opened, and reviewed; and

WHEREAS, Mid Nebraska Land Developers of Aurora, 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 \$146,420.35; and

WHEREAS, Mid Nebraska Land Developers' bid is considered fair and reasonable for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Mid Nebraska Land Developers of Aurora, Nebraska in amount of \$146,420.35 for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B) is hereby approved.

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, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-18

**#2022-119 - Approving Bid Award for Diffuser Replacement;
Project No. 2022-WWTP-2**

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

Council Agenda Memo

From: Matt Walker PE, Assistant Public Works Director- Wastewater

Meeting: April 26, 2022

Subject: Approving Bid Award for Diffuser Replacement; Project No. 2022-WWTP-2

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

Background

On March 14, 2022 the Engineering Division of the Public Works Department advertised for bids for Diffuser Replacement; Project No. 2022-WWTP-2, for Basin No. 3.

This project will replace the existing ethylene propylene diene terpolymer (EPDM) membrane component within the diffuser assemblies in the oxic zones of one (1) of the four (4) aeration basins with a 9-inch membrane diffuser at the Wastewater Treatment Plant. The original membranes were installed in 2012 and require replacement on a seven (7) year cycle.



Aeration Basin



Diffuser

Discussion

Two (2) bids were received and opened on April 5, 2022. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
JCI Industries, Inc. of Lee's Summit, MO	None	\$25,125.00
Industrial Process Technology of Mitchell, SD	None	\$25,273.00

There are sufficient funds in the approved 2021/2022 budget 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 the bid award to the low compliant bidder, JCI Industries, Inc. of Lee's Summit, Missouri in the amount of \$25,125.00.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 5, 2022 at 2:00 p.m.
FOR: Diffuser Replacement Project No. 2022-WWTP-2
DEPARTMENT: Public Works
ESTIMATE: \$50,000.00
FUND/ACCOUNT: 53030054
PUBLICATION DATE: March 14, 2022
NO. POTENTIAL BIDDERS: 16

SUMMARY

Bidder:	<u>Industrial Process Technology</u> Mitchell, SD	<u>JCI Industries</u> Lee's Summit, MO
Bid Security:	Atlantic Specialty Ins. Co.	Western Surety Co.
Exceptions:	None	None
Bid Price:	\$25,273.00	\$25,125.00

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

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

P2367

RESOLUTION 2022-119

WHEREAS, the City of Grand Island invited sealed bids for Diffuser Replacement; Project No. 2022-WWTP-2, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on April 5, 2021 bids were received, opened, and reviewed; and

WHEREAS, JCI Industries, Inc. of Lee's Summit, Missouri 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 \$25,125.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of JCI Industries, Inc. of Lee's Summit, Missouri in the amount of \$25,125.00 for Diffuser Replacement; Project No. 2022-WWTP-2 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, April 26, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-19

#2022-120 - Approving Change Order #1 for Stolley Park Wading Pool Demo

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: April 26, 2022

Subject: Approving Change Order No. 1 for Stolley Park Wading Pool Demolition

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

Background

Replacing the Stolley Park wading pool with a new splash pad is included in the current City budget. The Stolley wading pool is nearly 40 years old and is labor intensive to maintain. A modern splash pad will require less maintenance and be an attractive addition to Stolley Park.

On March 8, 2022 City Council approved Resolution 2022-59 to demo the Stolley wading pool to make way for a new splash pad. A contract with O'Neill Transportation & Equipment of Alda, Nebraska to complete the project was approved in the amount of \$39,312.00.

Discussion

After the contract was approved the following items were identified to enhance the project.

- | | |
|---|---------------------|
| 1. Demo the concrete floor of existing building | increase \$680.00 |
| 2. Demo west doors and infill with CMU | increase \$1,265.00 |

The total increase to the existing contract from Change Order No. 1 is \$1,945.00. This project is funded with Food and Beverage Tax revenue.

Alternatives

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

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

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

Recommendation

City Administration recommends that the City Council approve Stolley Wading Pool Demo Change Order No. 1 in the amount of \$1,945.00. Doing so will increase the total amount of the contract with O'Neill Transportation & Equipment of Alda, Nebraska to \$41,257.00.

Sample Motion

Move to approve Change Order No. 1 to O'Neill Transportation & Equipment.



*Working Together for a
Better Tomorrow, Today.*

CHANGE ORDER #1

TO: **O'Neill Transportation & Equipment LLC**
PO Box 2202
Grand Island, NE 68802

PROJECT: **Labor & Material to Demo the Stolley Wading Pool**

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

- | | |
|------------------------------------|---------------------|
| 1. Demo concrete floor in building | increase \$ 680.00 |
| 2. Demo door and infill with CMU | increase \$1,265.00 |

The original Contract Sum	<u>\$ 39,312.00</u>
----------------------------------	----------------------------

Previous Change Order Amount	<u>\$ 0.00</u>
-------------------------------------	-----------------------

The Contract Sum is increased by this Change Order	<u>\$ 1,945.00</u>
---	---------------------------

The total modified Contract Sum to date	<u>\$ 41,257.00</u>
--	----------------------------

The Contract Time is substantial 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: **O'Neill Transportation & Equipment LLC**

By _____ Date _____

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

RESOLUTION 2022-120

WHEREAS, on March 8, 2022 by Resolution 2022-59, the City Council of the City of Grand Island awarded O'Neill Transportation & Equipment from Alda, Nebraska, the bid in the amount of \$39,312.00, for the Stolley Park Wading Pool Demolition; and

WHEREAS, it has been determined that additional demo work is needed to enhance the project; and

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

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

WHEREAS, the result of such modifications will increase the contract amount by \$1,945.00 for a revised contract price of \$41,257.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and O'Neill Transportation & Equipment from Alda, Nebraska to provide the modifications set out as follows:

- | | |
|------------------------------------|---------------------|
| 1. Demo concrete floor in building | increase \$ 680.00 |
| 2. Demo door and infill with CMU | increase \$1,265.00 |

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-20

**#2022-121 - Approving Bid Award for Construction of Stolley Park
Splash Pad**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: April 26, 2022

Subject: Approving Construction of New Splash Pad at Stolley Park

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

Background

Replacing the Stolley Park wading pool with a new splash pad is included in the current City budget. The Stolley wading pool is nearly 40 years old and is labor intensive to maintain. A modern splash pad will require less maintenance and be an attractive addition to Stolley Park.

On March 8, 2022 City Council approved Resolution 2022-59 to demo the existing Stolley wading pool.

Discussion

The Parks and Recreation Department advertised a Request for Proposals (RFP) to build a new splash pad on March 11, 2022. Three (3) proposals were received.



City staff recommends selecting the proposal from Crouch Recreation, Inc. of Elkhorn, Nebraska in the amount of \$194,905.00.

Food and Beverage Tax proceeds will be utilized to complete the 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 City Council approve the proposal from Crouch Recreation, Inc. of Elkhorn, Nebraska in the amount of \$194,905.00 to construct a new splash pad at Stolley Park.

Sample Motion

Move to accept the proposal from Crouch Recreation, Inc. to construct a new splash pad at Stolley Park.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
STOLLEY PARK SPLASH PAD**

RFP DUE DATE: March 29, 2022 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: March 11, 2022

NO. POTENTIAL BIDDERS: 7

PROPOSALS RECEIVED

Crouch Recreation, Inc.
Elkhorn, NE

Commercial Recreation Specialists
Verona, WI

Water Splash
Champlain, NY

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

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

P2366

RESOLUTION 2022-121

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for a Stolley Park Splash Pad; and

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

WHEREAS, Crouch Recreation, Inc. from Elkhorn, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract amount of \$194,905.00 has been negotiated for a Stolley Park Splash Pad; and

WHEREAS, such project will be funded through the Food & Beverage Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Crouch Recreation, Inc. from Elkhorn, Nebraska for a Stolley Park Splash Pad is hereby approved at a cost of \$194,905.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 22, 2022	▣ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-21

#2022-122 - Approving Change Order #1 for Island Oasis Water Slides Project

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: April 26, 2022

Subject: Recondition of Water Slides at Island Oasis Water Park
Change Order No. 1

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

Background

On September 10, 2021 the Parks and Recreation Department advertised a Request for Proposals (RFP) to Recondition Water Slides at Island Oasis Water Park. The project includes gel coating the interior and painting the interior of two (2) open flume slides, painting the exterior and gel coating the entrance/exits of the two (2) enclosed slides, and evaluating two (2) speed slides for needed repairs. The proposed work is anticipated to improve the quality and the overall look of the slides.

On October 26, 2021 City Council approved by Resolution #2021-299 the proposal from Slide Guys Restoration of Croswell, Michigan to complete the project in the amount of \$67,774.00.

Discussion

After the proposal was approved the following items were identified to enhance the project.

- | | |
|---|----------------------|
| 1. Remove oxidation and scale build up on both speed slides, caulk seams
polish and buff slides, refurbish minor chips, inspect hardware | increase \$15,925.00 |
| 2. Repair seams on enclosed speed slide, sand seam and polish to smooth
finish, re-laminate seams | increase \$ 2,500.00 |
| 3. Grind/repair panel in green runout, re-laminate, fix chips | increase \$ 1,500.00 |

The total increase to the existing contract from Change Order No. 1 is \$19,925.00. This project is funded with KENO fund revenue.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve Island Oasis Water Slides Reconditioning Change Order No. 1 in the amount of \$19,925.00. Doing so will increase the total amount of the contract with Slide Guys Restoration of Croswell, Michigan to \$87,699.00.

Sample Motion

Move to approve Change Order No. 1 to Slide Guys Restoration.



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Better Tomorrow, Today.

CHANGE ORDER #1

TO: **Slide Guys Restoration Inc.**
4342 Old M51
Croswell, MI 48422

PROJECT: **Reconditioning/Resurfacing Island Oasis Water Slides**

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

- | | |
|---|----------------------|
| 1. Remove oxidation and scale build up on both speed slides, caulk seams
polish and buff slides, refurbish minor chips, inspect hardware | increase \$15,925.00 |
| 2. Repair seams on enclosed speed slide, sand seam and polish to smooth
finish, re-laminate seams | increase \$ 2,500.00 |
| 3. Grind/repair panel in green runout, re-laminate, fix chips | increase \$ 1,500.00 |

The original Contract Sum	<u>\$ 67,774.00</u>
----------------------------------	----------------------------

Previous Change Order Amount	<u>\$ 0.00</u>
-------------------------------------	-----------------------

The Contract Sum is increased by this Change Order	<u>\$ 19,925.00</u>
---	----------------------------

The total modified Contract Sum to date	<u>\$ 87,699.00</u>
--	----------------------------

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: **Slide Guys Restoration Inc.**

By  Date 4-20-22

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

RESOLUTION 2022-122

WHEREAS, on October 26, 2021 by Resolution 2021-299, the City Council of the City of Grand Island awarded Slide Guys Restoration Inc. of Croswell, Michigan, the bid in the amount of \$67,774.00, for the Reconditioning/Resurfacing of Island Oasis Water Slides at the Island Oasis Water Park; and

WHEREAS, it has been determined during the evaluating process of the speed slides they are in need to be reconditioned as well; and

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

WHEREAS, such modifications will be funded through the Keno Funds; and

WHEREAS, the result of such modifications will increase the contract amount by \$19,925 for a revised contract price of \$87,699.

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 Slide Guys Restoration Inc. of Croswell, Michigan to provide the modifications set out as follows:

- | | |
|---|----------------------|
| 1. Remove oxidation and scale build up on both speed slides, caulk seams
polish and buff slides, refurbish minor chips, inspect hardware | increase \$15,925.00 |
| 2. Repair seams on enclosed speed slide, sand seam and polish to smooth
finish, re-laminate seams | increase \$ 2,500.00 |
| 3. Grind/repair panel in green runout, re-laminate, fix chips | increase \$ 1,500.00 |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item G-22

#2022-123 - Approving Change Order #2 for Heartland Public Shooting Park Baffle Project

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: April 26, 2022

Subject: Approving Change Order No. 2 - Heartland Public Shooting Park Rifle/Pistol Baffle System Project

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 majority of the remaining baffles have aged or are damaged to a point that staff recommended a redesign and reconstruction of the baffle system.

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

On January, 11 2022 City Council approved Resolution 2022-14 the bid award to Lacy Construction to reconstruct the baffle system in the amount of \$923,175.00.

On February 22, 2022 Resolution 2022-40 Change Order No. 1 was approved by City Council in the amount of \$8,821.60.

Discussion

The flowing three changes to the contract have been requested.

1. Cost to install (25) 2x10x12 treated lumber in lieu of 2x10x10's and cost to change to HUS 28-2 wood hanger in lieu of HUS28.
Increase \$3,626.37
2. Steel price increase. During shop drawing process still mill could not hold prices.
Increase \$15,628.20
3. Credit for using used conveyor belt in lieu of new belts.
Decrease (\$21,638.40)

The total decrease to the existing contract from Change Order No. 2 is (\$2,383.83).

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve HPSP Baffle Project Change Order No. 2 in the amount of (\$2,383.83). Doing so will decrease the total amount of the contract with Lacy Construction to \$929,612.77.

Sample Motion

Move to approve Change Order No. 2 to Lacy Construction.



Working Together for a
Better Tomorrow, Today.

CHANGE ORDER #2

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

PROJECT: **Reconstruction of Rifle/Pistol Baffles at the Heartland Public Shooting Park**

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

- | | |
|--|------------------------|
| 1. Cost to install (25) 2x10x12 treated lumber in lieu of 2x10x10's and cost to change to HUS 28-2 wood hangers in lieu of HUS28 | increase \$ 3,626.37 |
| 2. Steel Price increase. During the shop drawing process still mill could not hold their prices | increase \$ 15,628.20 |
| 3. Credit on using used conveyor belt in lieu of new belts | decrease (\$21,638.40) |

The original Contract Sum	<u>\$ 923,175.00</u>
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Previous Change Order Amount	<u>\$ 8,821.60</u>
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The Contract Sum is decreased by this Change Order	<u>\$ -2,383.83</u>
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The total modified Contract Sum to date	<u>\$ 929,612.77</u>
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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 _____
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*City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488*

RESOLUTION 2022-123

WHEREAS, on January 11, 2022 by Resolution 2022-14, and on February 22, 2022 by Resolution 2022-40 the City Council of the City of Grand Island awarded Lacy Construction Co. of Grand Island, Nebraska, the bid in the amount of \$923,175.00 and Change Order #1 amount of \$8,821.60, for the re-construction of Rifle/Pistol Baffles at the Heartland Public Shooting Park; and

WHEREAS, the size of 2x10's were changed from 10 ft. to 12 ft., the HUS28 wood hanger was changed to HUS 28-2, steel prices increased during the shop drawing process as the still mill could not hold their prices and a credit was issued for using used conveyor belts in lieu of new belts; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

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

WHEREAS, the result of such modifications will decrease the contract amount by (\$2,383.83) for a revised contract price of \$929,612.77.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and Lacy Construction Co. of Grand Island, Nebraska to provide the modifications set out as follows:

- | | |
|--|------------------------|
| 1. Cost to install (25) 2x10x12 treated lumber in lieu of 2x10x10's and cost to change to HUS 28-2 wood hangers in lieu of HUS28 | increase \$ 3,626.37 |
| 2. Steel Price increase. During the shop drawing process still mill could not hold their prices | increase \$ 15,628.20 |
| 3. Credit on using used conveyor belt in lieu of new belts | decrease (\$21,638.40) |

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Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
April 22, 2022	City Attorney



City of Grand Island

Tuesday, April 26, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of April 13, 2022 through April 26, 2022

*The Claims for the period of April 13, 2022 through April 26, 2022 for a total amount of \$6,010,946.51.
A MOTION is in order.*

Staff Contact: Patrick Brown