
City of Grand Island



Tuesday, June 14, 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 Josh Sikes, Third City Christian Church, 4100 West 13th Street

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, June 14, 2022

Council Session

Item E-1

Public Hearing on Request from Henry J's, LLC, dba Henry J's, 118 West 2nd Street, Suite 4A for a Class "C" Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 14, 2022

Subject: Public Hearing on Request from Henry J's LLC dba Henry J's, 118 West 2nd Street, Suite 4A for a Class "C" Liquor License and Liquor Manager Designation for Cathryn Sack, 3122 Brentwood Drive, Grand Island, Nebraska

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Henry J's LLC dba Henry J's, 118 West 2nd Street, Suite 4A has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol and distilled spirits on and off sale inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Cathryn Sack, 3122 Brentwood Drive, Grand Island, Nebraska. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Cathryn Sack, 3122 Brentwood Drive, Grand Island, Nebraska contingent upon taking and passing a state approved alcohol server/seller training course.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Heny J's LLC dba Henry J's, 118 West 2nd Street, Suite 4A for a Class "C" Liquor License contingent upon final inspections and Liquor Manager designation for Cathryn Sack, 3122 Brentwood Drive, Grand Island, Nebraska contingent upon taking and passing a state approved alcohol server/seller training course.



Grand Island Police Department

Officer Report for Incident L22051576

Nature: Liquor Lic Inv
Location: PAOS

Address: 118 2nd St W; Suite 2A
Grand Island NE 68801

Offense Codes:

Received By: Dvorak T **How Received:** T **Agency:** GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T **Disposition:** CLO 06/01/22
When Reported: 14:24:03 05/20/22 **Occurred Between:** 14:24:03 05/20/22 and 14:24:03 05/20/22

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

Complainant:

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

Offense Codes

Reported: **Observed:**

Circumstances

LT17 LT17 Liquor Store

Responding Officers: **Unit :**
Dvorak T 309

Responsible Officer: Dvorak T **Agency:** GIPD
Received By: Dvorak T **Last Radio Log:** **:**:** **/**/**
How Received: T Telephone **Clearance:** CL CL Case Closed
When Reported: 14:24:03 05/20/22 **Disposition:** CLO **Date:** 06/01/22
Judicial Status: **Occurred between:** 14:24:03 05/20/22
Misc Entry: **and:** 14:24:03 05/20/22

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description
06/01/22	Name	Coin, Gabriel Mark mentioned

06/02/22

06/01/22	Name	Sack, Brian V	mentioned
05/27/22	Name	Henry J's,	location
05/20/22	Name	Sack, Cathryn A	owner/manager

06/02/22

Narrative

Liquor License Investigation

Offense Narrative

Grand Island Police Department

Cathryn Sack has petitioned to open a new bar in the Bartenbach building at 207 N Locust. She applied for an LLC ownership. The LLC is called Henry J's LLC.

The establishment will be called Henry J's. Sack has applied for a Class C liquor license, beer/wine/liquor on and off sale. Sack will be the owner and liquor manager of the business. The actual address will be listed as 118 W 2nd Street, suite 2A and the entrance/access will be through the alley on the east side of the building.

Responsible LEO:

Approved by:

Date

06/02/22

Supplement

Liquor License Investigation Henry J's

Date, Time: 5-25-22

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Catherine "Catey" Sack is planning to open a new establishment in Grand Island. Sack has applied for/formed an LLC and a new Class C Liquor License for the proposed new bar, which will be called Henry J's. The proposed site is currently undergoing extensive renovation. It is located in the old Bartenbach building, in the 200 block of N Locust Street. The historic building has been divided into 4 separate addresses for new business opportunities.

Sack provided her application and supporting LLC documents. She had initially applied for a Class I license; Beer, Wine and Liquor on-sale only. However, before I started this approval investigation I was advised that Sack had altered her request to a Class C license; Beer, Wine and Liquor on and off-sale.

I checked Sack's history through our local database; State NCJIS database, and NCIC/NCIS. I noted no outstanding warrants. I noted arrests/citations for Driving During Suspension, but the most recent was approximately 15 years ago. Catey did disclose those violations on her application. She has also been contacted for moving violations, most recent in 2016. No other entries of concern were noted.

I also utilized a paid, Law Enforcement Only database that discloses information of a civil nature, mainly bankruptcies, liens and collections.

No recent issues/items were located. Catey noted in her application that she has been in the process of a divorce from Brian Sack for over two years, and that process has no disposition, and is still pending in Howard County Court. An attachment to the licensing application, from Catey's lawyer, indicates that Brian Sack has refused to execute his portion of the "spousal affidavit of non-participation."

On May 25th NSP Investigator Suchsland and I met with Catey Sack at the proposed location of Henry J's. It had been noted that the address would be registered as 207 N Locust, however Catey explained that the entrance to her establishment will actually be through the alley, so Henry J's physical address will actually be 118 W 2nd Street, suite 2A.

The structure was originally built in 1883. While on site, workers were busy building the dividing wall between spaces. The site is narrow and long, and at the time of our appointment, completely undergoing renovations. Catey admitted she hoped for a fall opening, approximately September or October. Sack said she is planning on being an "upscale" lounge that is utilized by couples before and/or after dining elsewhere. She plans no food service. She had unique visions for what the space would entail, including moving the current elevator to be incorporated as an entryway from the east. Sack said the bar name comes from the original building owner, Henry J Bartenbach. She liked the nod to the history of the building and Grand Island.

Suchsland discussed NSP and Commission concerns. Sack indicated that she will have a mortgage, and lease payments of approximately \$1,500 per month. She plans

06/02/22

on having two or three employees, but said she will work the bar basically full time herself. She does not foresee having gaming machines or tobacco sales. Catey said Henry J's will have an intimate setting, with top shelf alcohol and craft beer sales. She does not plan to install kegs for tap beer. Sack plans to have a capacity of around 50 people. While she has never owned a bar, Catey said she worked at Old Chicago in Lincoln for several years, and has been the owner, or part owner, of three other businesses.

I discussed local law enforcement concerns. Sack plans to have surveillance and security systems installed. She will have one employee that will act as a "bouncer" and will perform ID checks of anyone appearing underage, but told us that she does not believe she will have much of the "20's crowd" as patrons.

I asked Catey about the situation surrounding her divorce. Sack said she filed in May of 2020 for divorce from Brian Sack, but said the proceedings have been "messy" and are still in litigation. She said she hopes to receive a disposition at their next court hearing, scheduled for July 29th. She also advised that she owns the building with her current boyfriend, but he will have no interest in Henry J's.

Sack said she plans to be open five or six days a week, and for certain will be closed on Sundays. Her plans are to operate between the hours of four pm and midnight, but might stay open until 0100 on Fridays and Saturdays.

While recognizing that Sack still has a long process before the new establishment will be open for business, the Grand Island Police Department has no objections in the issuance of a Class C Liquor License; Beer, Wine and Liquor on and off-sale for Henry J's.

06/02/22

Liquor License Application: Class "C": Henry J's





City of Grand Island

Tuesday, June 14, 2022

Council Session

Item E-2

Public Hearing on Zoning Change of all Copper Creek Estates 21st Sub. along with Lots 21, 23, 24, and 25 of Copper Creek 17th Sub. all generally located East of Kenneth Dr. and South of Indian Grass Rd from R2 Low Density Res. to R3-SL Medium Density Res. Small Lot. (Guarantee Group LLC)

Council action will take place under Ordinances item F-1.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: June 14, 2022
Subject: Change of Zoning from R2 Low Density Residential Zone to R3-SL Medium Density Small Lot Residential Zone
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

The Guarantee Group the owner and developer of Copper Creek located south of Old Potash Highway and east of Engleman road is requesting that the zoning on property be changed on a portion of this property from R2 Low Density Residential to R3-SL Medium Density Small Lot Residential Zone. The request is to rezone four lots at the intersection of Thomas and Buffalo Grass (Lot 21, 23, 24 and 25 of Copper Creek Estates 17th Subdivision) along with 20 lots platted as Copper Creek Estates 21st Subdivision along Buffalo Grass extended to the south. The proposal is to build 24 units single family detached housing ranging from 1350 sq. ft. to 1600 sq. ft. on these lots. The proposed rezoning will allow more flexibility in setbacks and size of structures. This rezoning only impacts property with platted lots.

Discussion

At the regular meeting of the Regional Planning Commission, held June 1, 2022 the above item was considered following a public hearing.

- 3. Public Hearing – Proposed Rezoning – Grand Island** – Proposed rezoning of a Tract of land located including all of Copper Creek Estates 21st Subdivision and Lots 21,23, 24 and 25 of Copper Creek Estates 17th Subdivision in the City of Grand Island, Hall County, Nebraska generally located east of Kenneth Drive and south of Indian Grass Road, from R2 – Low Density Residential Zone to R3-SL – Medium Density Small Lot Residential Zone (C-25-22GI)

O'Neill opened the public hearing.

Nabity stated this application is a change from the original plan for this property. The proposed changes only includes the area that is platted. The R3-SL zoning district has less restrictive setbacks that will make it possible to change the configuration of the house on the lot. None of platted lots in these subdivisions have less than 6000 square feet. Nabity stated he received emails from people stating they did not want townhouses. Nabity clarified that the proposal is not for

townhouses but for single family detached home. The three letters (emails) were distributed to all planning commissioners and should be considered part of the record. Nicole Zulkosi the owner of the property immediately north of this rezoning request submitted an email that was made part of the record of a previous public hearing in April requesting that a larger area be considered for rezoning has asked that her correspondence be included in opposition to this request, she expressed opposition to the proposed changes. The property is designated for low to medium density residential use and consistent with the comprehensive plan. Nability stated staff is recommending approval.

Sean O'Connor, 1912 West Anna – Mr. O'Connor also provided a drawing of Copper Creek 21st Subdivision and explained that the proposed changes would provide bigger homes, bigger back yards and enough parking.

Mathew Schultz – 1201 Allen Drive #335 – Mr. Shultz was in attendance to protest the proposed rezoning request. Mr. Shultz read a letter to the commissioners and also provided a copy to the commissioners. Mr. Schultz also stated he was not aware of the information presented by Mr. O'Connor. He indicated that he thought that was a change from the Mr. O'Connor's original plan.

Ashley Shultz – 4232 Indian Grass Rd – Mrs. Schultz was in attendance to protest the proposed rezoning request. Mrs. Schultz read a letter to the commissioners and also provided a copy to the commissioners. Mrs. Shultz presented a petition signed opposing the proposed rezoning. Mrs. Schultz stated she was not aware of the information presented by Mr. O'Connor. She indicated that he thought that was a change from the Mr. O'Connor's original plan.

O'Neill closed the public hearing.

A motion was made by Ruge and second by Rainforth to approve rezoning of Copper Creek Estates 21st Subdivision and Lots 21,23, 24 and 25 of Copper Creek Estates 17th Subdivision from R2 – Low Density Residential Zone to R3-SL – Medium Density Small Lot Residential Zone with the stipulation that Mr. O'Connor not bring the subdivisions forward with revisions to reduce the lot sizes and density. Nability explained that there is nothing to prevent an application to do that but that Planning Commission would not have to recommend approval if an application were made. The qualifying statement was removed and the motion to recommend approval without the condition was considered.

The motion was carried with seven members voting in favor (O'Neill, Ruge, Olson, Rainforth, Rubio, Hendricksen, and Randone) and no members abstaining or voting no.

The memo sent to the planning commission with staff recommendation is attached for review by Council along with all comments received from the public including a petition of neighboring property owners opposed to the rezoning and information presented by Mr. O'Connor at the Planning Commission meeting. Mr. O'Connor has supplemented this information with the planned units on the 4 lots in the 17th subdivision.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance as presented.

APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

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

RPC Filing Fee \$900.00
(see reverse side)
plus Municipal Fee* \$50.00
*applicable only in Alda, Doniphan, Wood River

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

Applicant Name The Guarantee Group, LLC Phone (h) 308-675-3600 (w) _____

Applicant Address PO BOX 5916 GRAND ISLAND NE 68802

Registered Property Owner (if different from applicant) _____

Address _____ Phone (h) _____ (w) _____

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

Property Address Copper Creek Estates 21st Subdivision, Lots 1 - 20 & Copper Creek Estates 17th Subdivision, Lots 21, 23, 24 & 25

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

Lot _____ Block _____ Subdivision Name _____, and/or

All/Part _____ 1/4 of Section _____ TWP ___ RGE ___ W6PM

C. Requested Zoning Change:

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

From R2 to R3-SL

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

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

The current zoning needs to be changed to R3-SL to allow us to provide additional workforce housing and larger rear yards for families.

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

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

A public hearing will be held for this request

Signature of Owner or Authorized Person _____ Date 4/12/22

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

Application Deemed Complete by RPC: mo. ___ day. ___ yr. ___ Initial ___

RPC form revised 10/23/19

Agenda Item # 6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

May 25, 2022

SUBJECT: *Zoning Change(C-26-22GI)*

PROPOSAL: To rezone a tract of land consisting of all of Copper Creek 21st Subdivision and Lots 21, 23, 24, and 25 of Copper Creek 17th Subdivision located in the North West Quarter, Section 23, Township 11 North, Range 10 West of the 6th P.M., in the City Of Grand Island, Hall County, Nebraskan from **R2: Low Density Residential Zone** to **R3-SL: Medium Density-Small Lot Residential Zone**. This property is located east of Kenneth Drive and south Indian Grass Road.

OVERVIEW:

Site Analysis

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

Adjacent Properties Analysis

<i>Current zoning designations:</i>	North and East: R2: Low Density Residential Zone
	South: TA: Transitional Agricultural Zone
	West: R3-SL: Medium Density Small Lot Residential Zone
<i>Intent of zoning district:</i>	R-2: To provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.
	TA: for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This

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

R3-SL: To provide for residential uses at a maximum density of fourteen to fifteen dwelling units per acre with supporting community facilities. This zoning district is sometimes used as a transitional zone between lower density residential zones and higher density residential, office, business, or manufacturing zones. Specifically this zoned is intended to provide market flexibility regarding lot size and housing configuration.

Permitted and conditional uses:

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

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

R3-SL: Residential uses with a density of 1 unit per 3,000 square feet of property. Minimum lot size of 3,000 square feet. Attached Single Family with a density of 1 unit per 2,100 square feet. Churches, schools, parks and some limited non-profit operations and day care facilities are also allowed as permitted or conditional uses in this district.

Comprehensive Plan Designation:

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

West: Agricultural

Existing land uses:

North: Single family detached residential

West: Single Family Residential detached and attached

South, and East: Vacant /Agricultural

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan: The property is designated for low to medium density residential use.*
- *Accessible to Existing Municipal Infrastructure: City water and sewer services have been extended to serve the rezoning area.*
- *Would allow housing on existing lots to better fit on the lot: The setbacks in the R3-SL zoning district allow houses to be located slightly closer to the street resulting in slightly larger back yards.*

Negative Implications:

- *None foreseen*

Other Considerations:

This is a change from the original plan for this property. Changes occur over time with new circumstances. The original plan for Cooper Creek was an entire subdivision of manufactured homes. The second vision included 20 home styles with 3 roof patterns. The houses built in the first several phases consisted of 4 or 5 styles with different roof styles. Market concerns and pricing are a factor in development. The proposed changes would permit the same houses that were built in the early phases along with a mix of smaller units or other types of units that can result in a lower sales price than that of the original home styles. This would allow for houses similar to those built on Thomas and Kenneth to the west and north to be constructed on this property. The R3-SL zoning district has less restrictive setbacks that make it possible to change the configuration of the house on the lot. None of the platted lots in this development have less than 6000 square feet.

The plat for Copper Creek 21st Subdivision defining 20 lots along Buffalo Grass Street south of Thomas Avenue was filed with the Hall County Register of Deeds on Monday May 23rd. This rezoning only applies to existing platted lots.

Nicole Zulkoski the owner of property immediately north of this rezoning request submitted an email that was made part of the record of a previous public hearing in April requesting that a larger area be considered for rezoning has asked that her correspondence be included in opposition to this request. The email is attached.

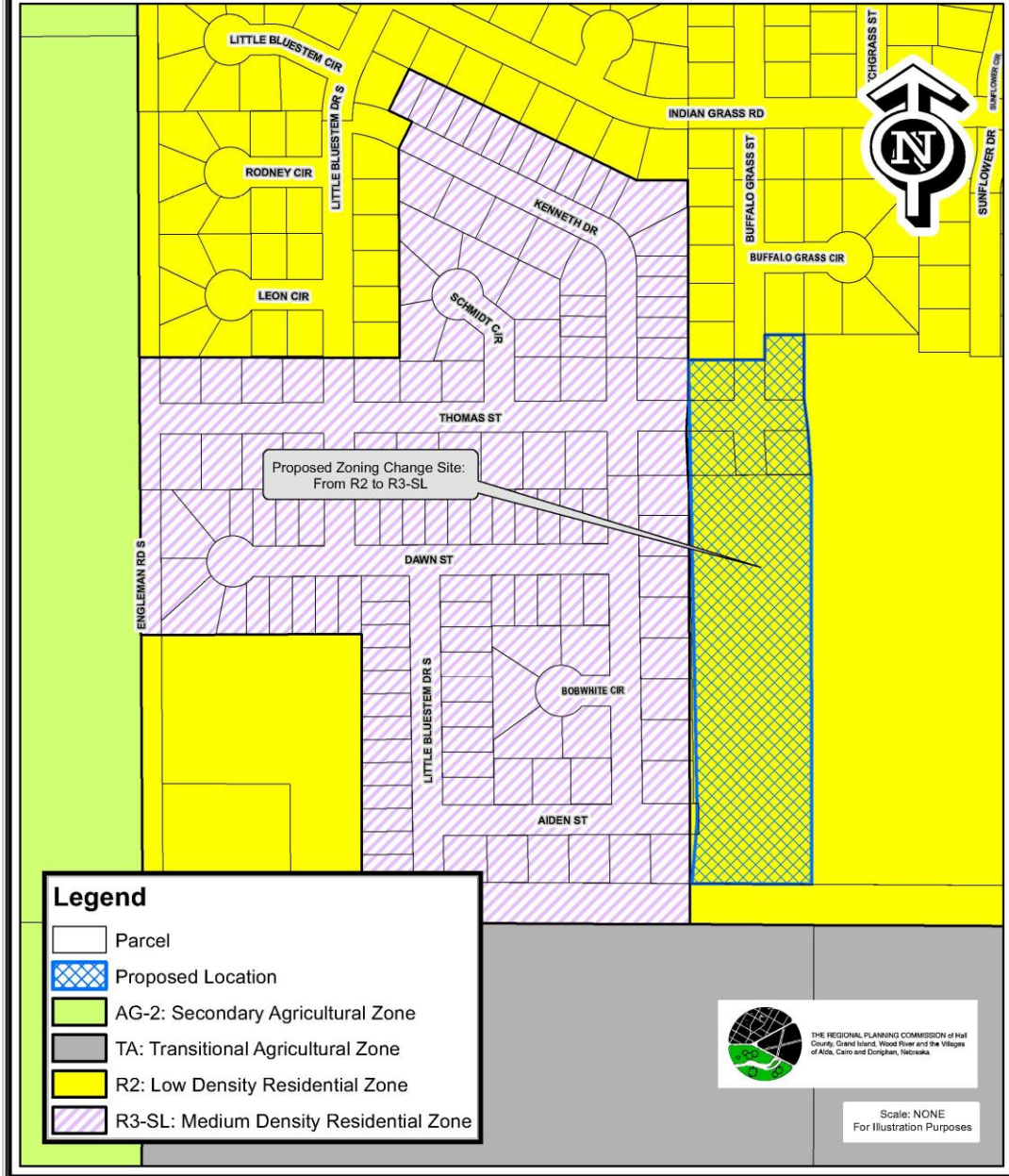
RECOMMENDATION:

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

_____ Chad Nabity AICP, Planning Director

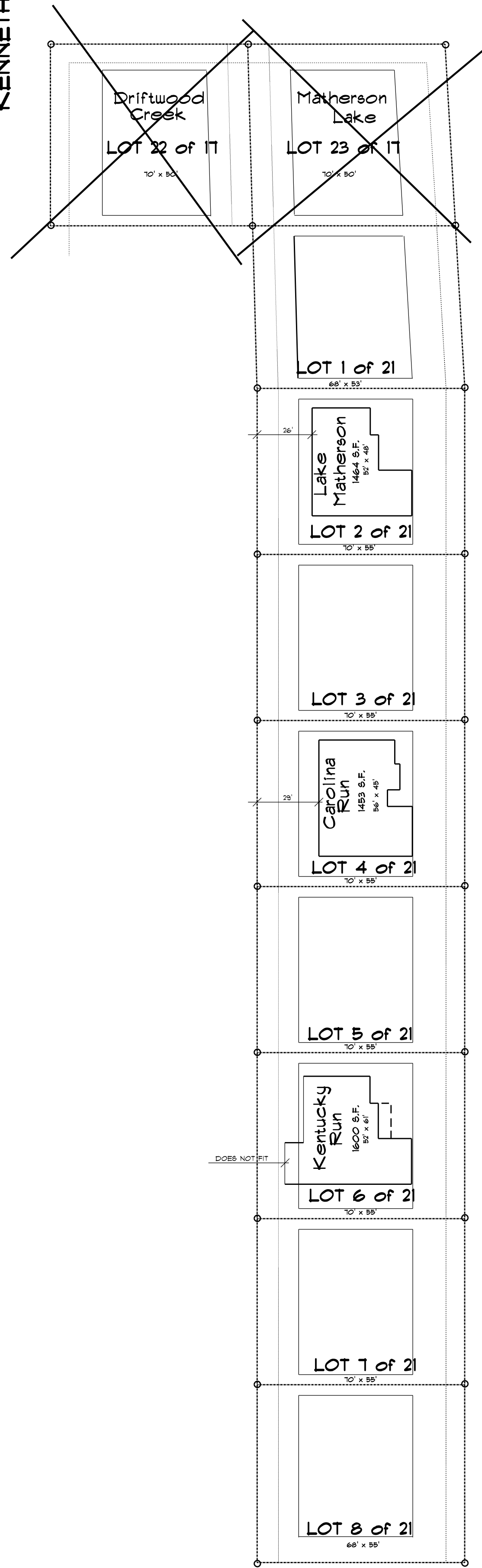
Location Map Proposed Zoning Change

A Tract of Land Located in the Northwest Quarter (NW1/4) of Section 23, Township 11 North, Range 10 West of the 6TH P.M.,
in The City of Grand Island, Hall County, Nebraska, along with Lots 21, 23, 24, and 25 of Copper Creek 17th Subdivision.



KENNETH D

THOMAS STREET

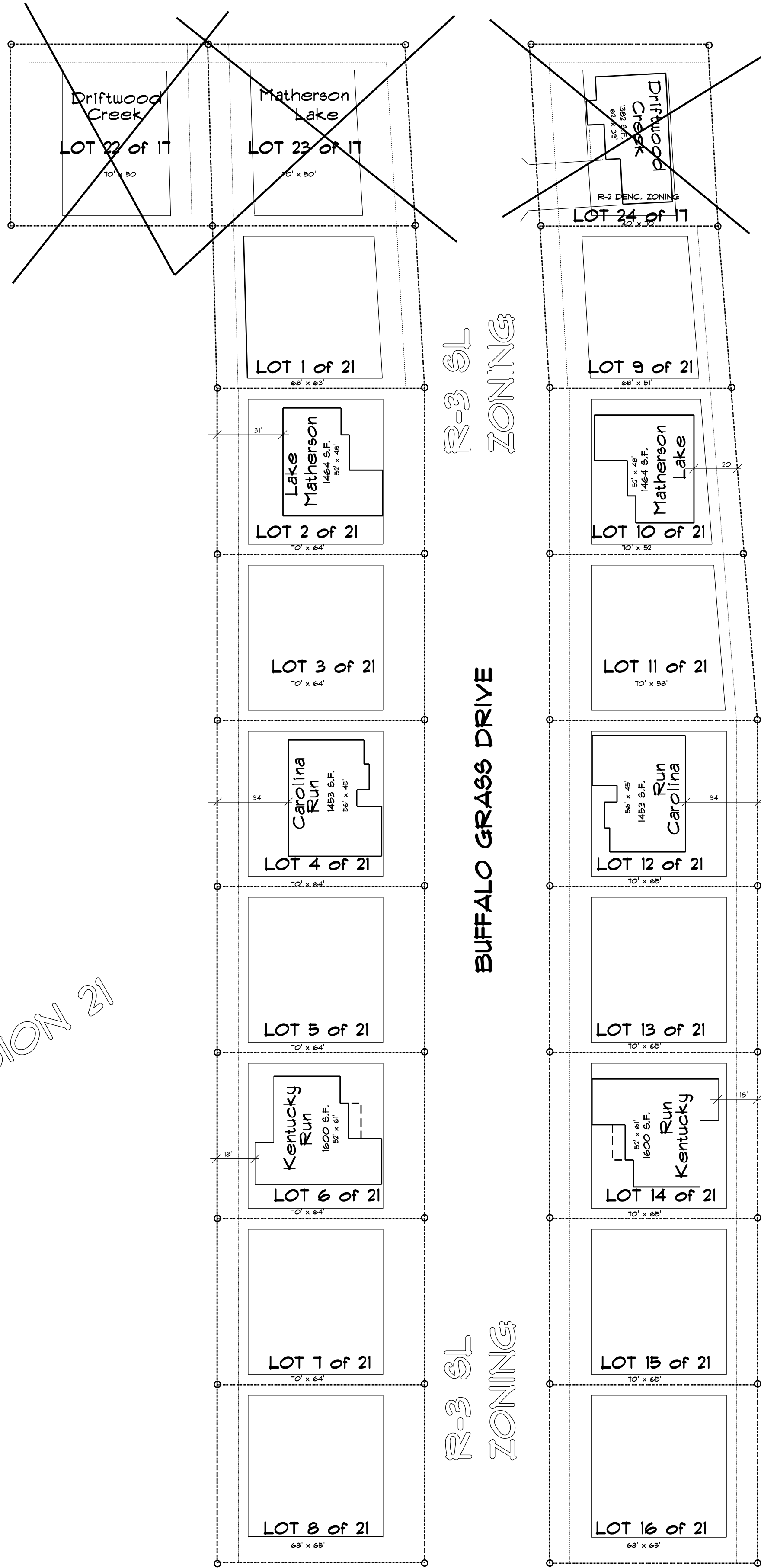
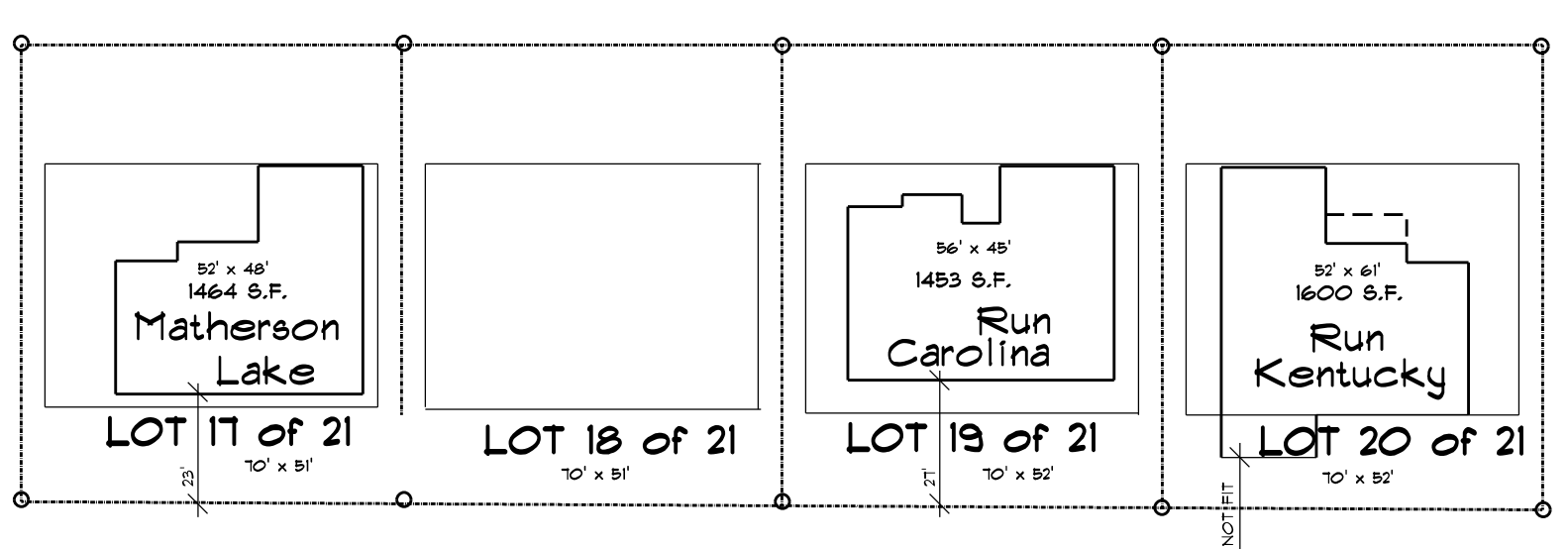


R-2 DENC. ZONING

BUFFALO GRASS DRIVE

R-2 DENC. ZONING

AIDEN STREET

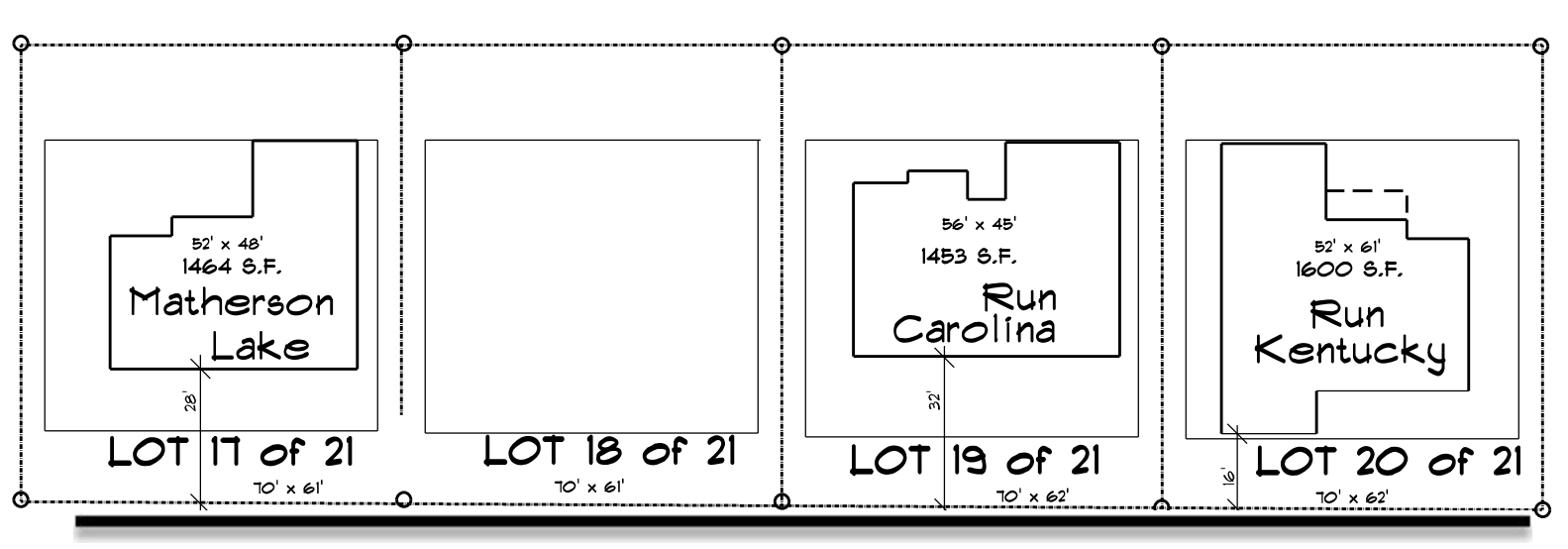


R-3 SL ZONING

BUFFALO GRASS DRIVE

R-3 SL ZONING

AIDEN STREET

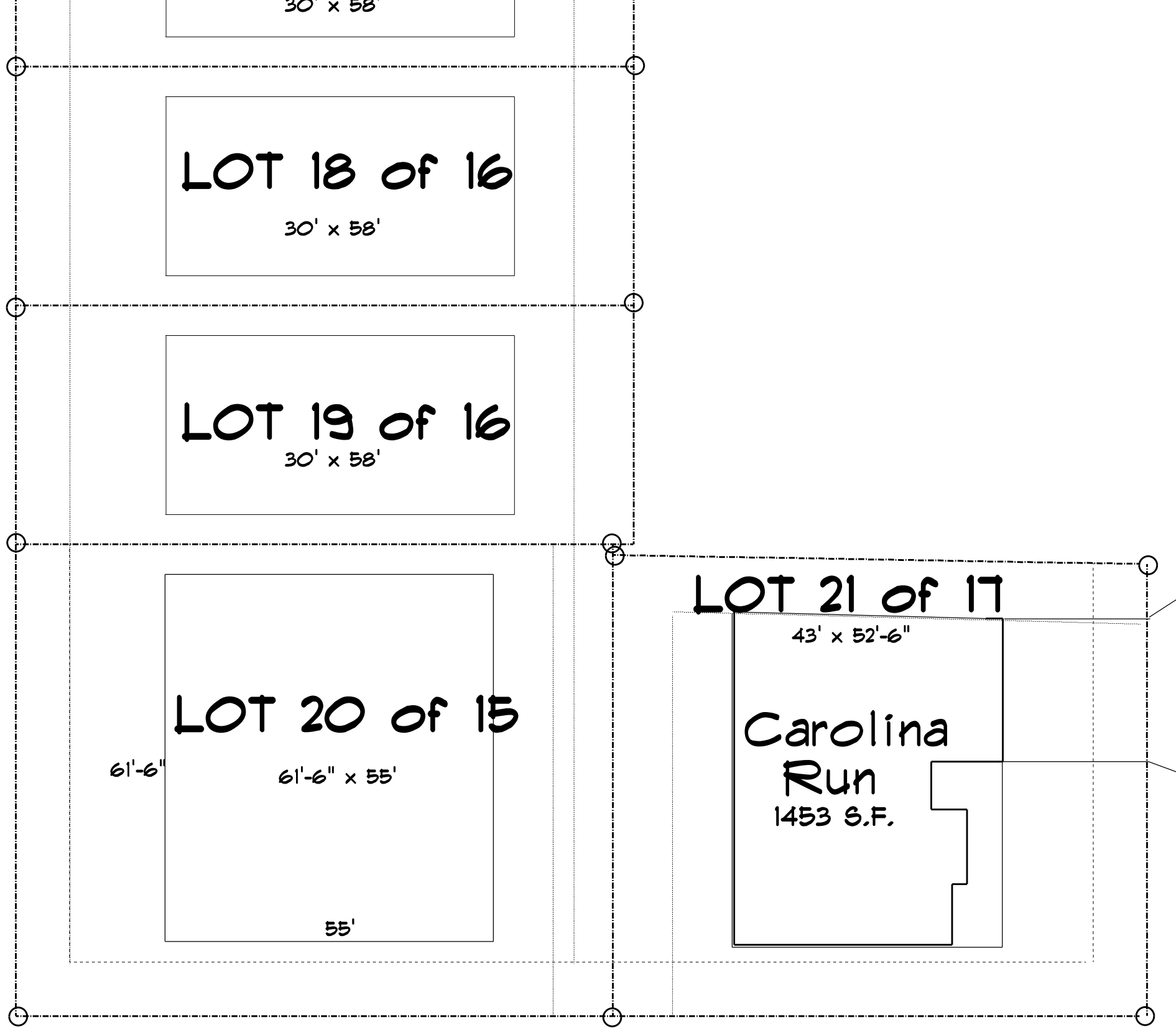
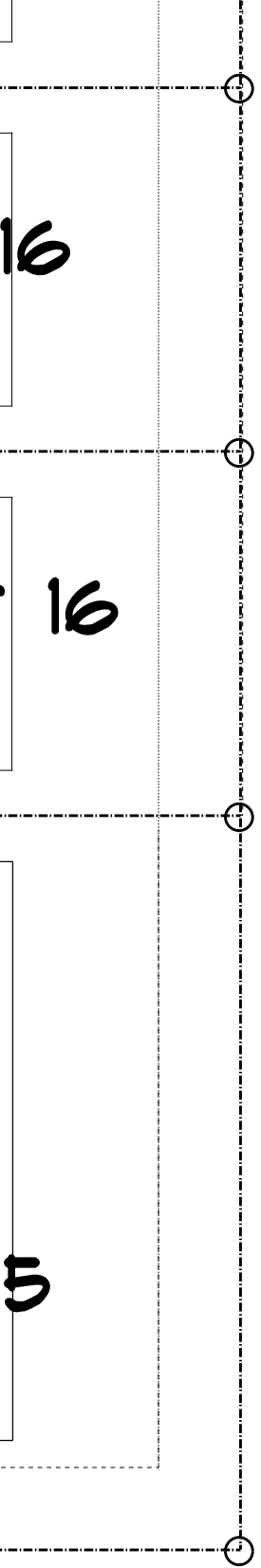


X R-2
✓ R-3 SL

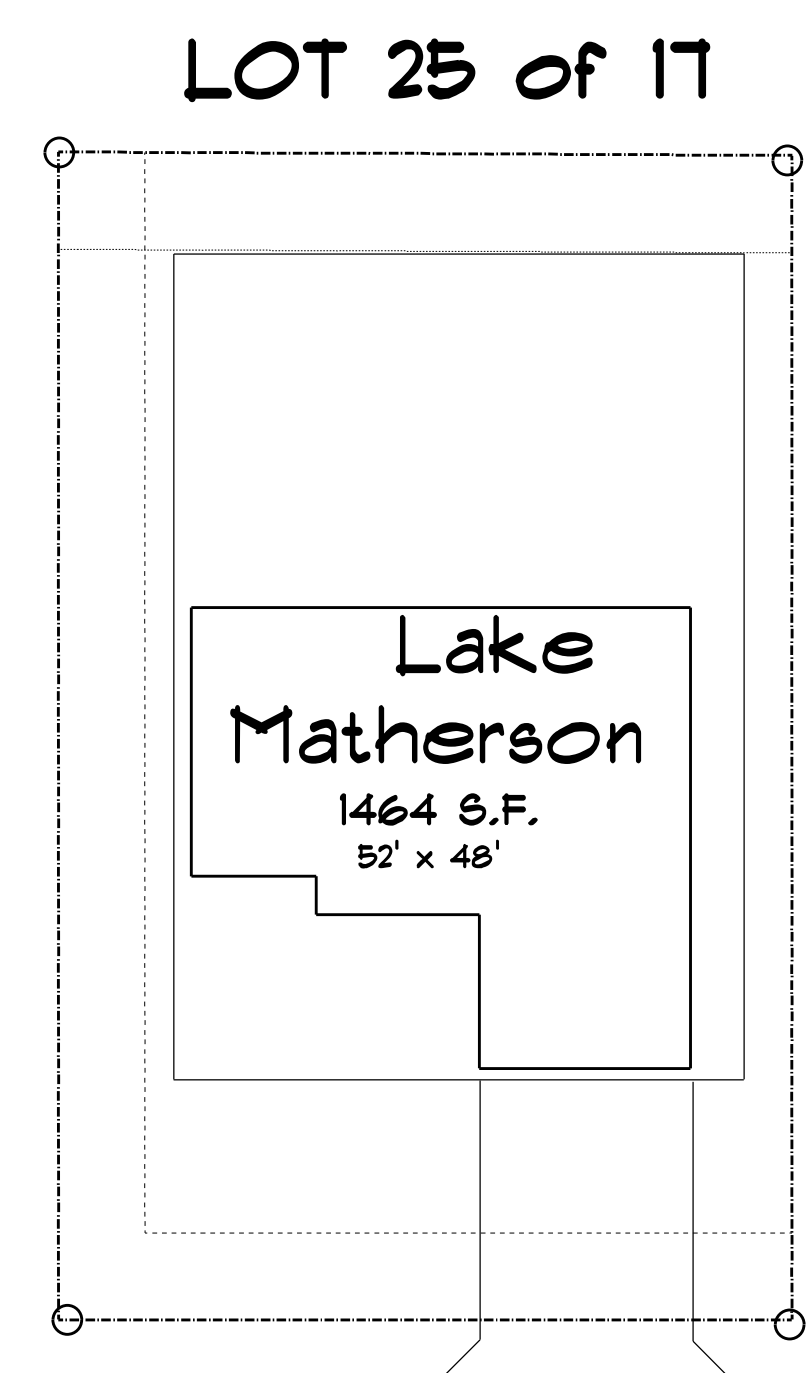
SUBDIVISION 21

LOT	Carolina 1453 s.f.	Kentucky 1600 s.f.	Dawson 1435 s.f.	Lake Math 1464 s.f.	Driftwood 1382 s.f.	Cedar 1348 s.f.	Elk 1371 s.f.	Carson 1357 s.f.	Pine 1385 s.f.
1	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
2	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
3	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
4	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
5	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
6	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
7	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
8	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
9	- ✓	- ✓	- ✓	- ✓	X ✓	- ✓	- ✓	X ✓	- ✓
10	- ✓	- ✓	- ✓	- ✓	X ✓	- ✓	- ✓	X ✓	- ✓
11	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
12	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
13	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
14	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
15	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
16	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
17	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
18	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
19	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓
20	X ✓	- ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓	X ✓

SUBDIVISION 21

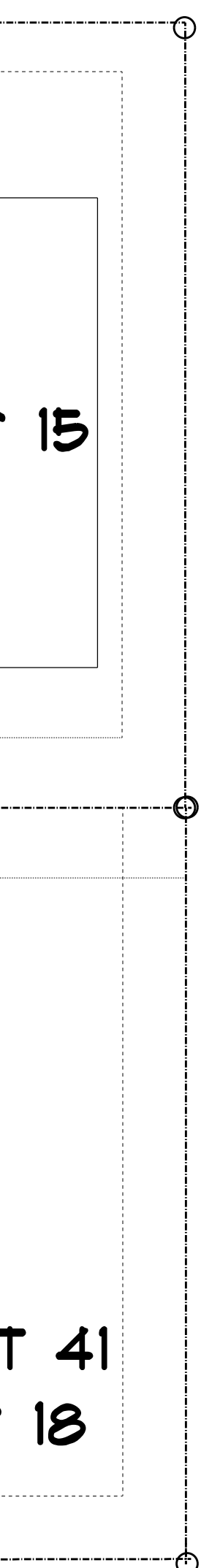


BUFFALO GRASS DRIVE

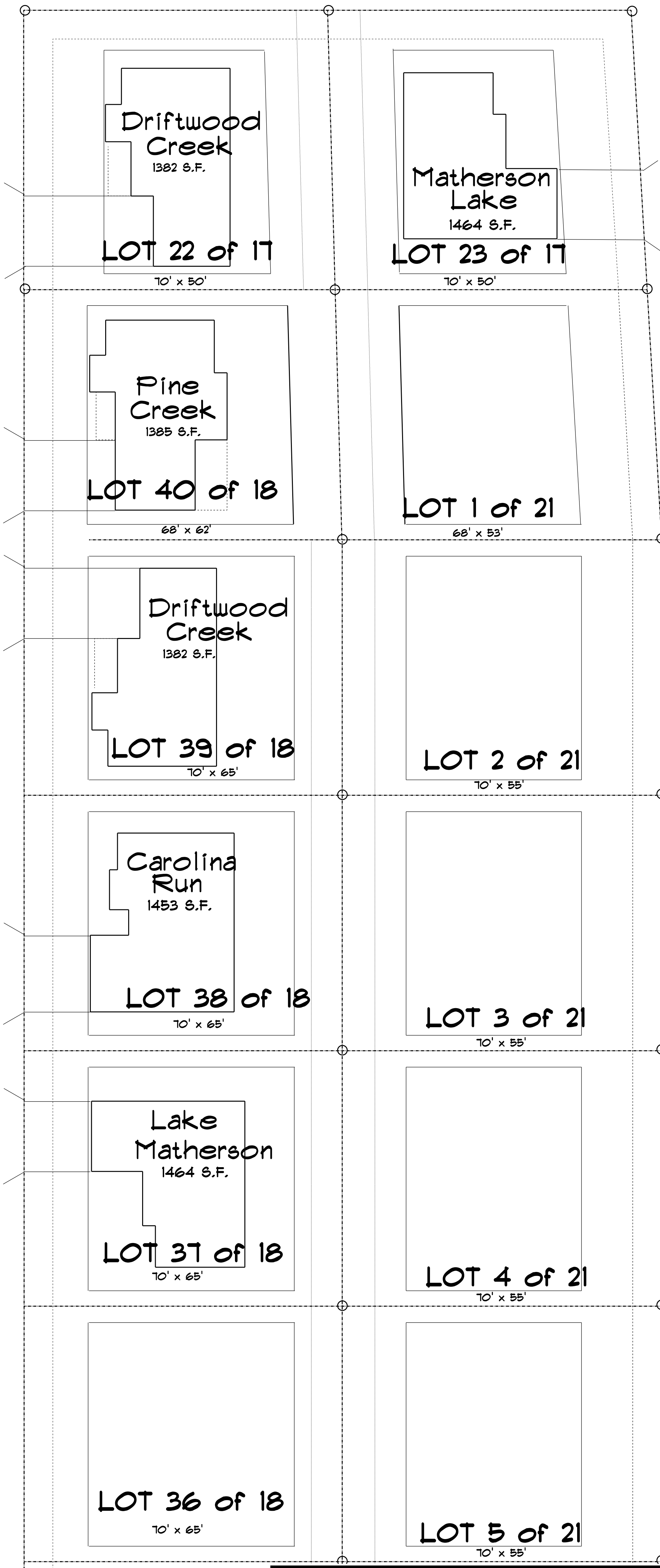


THOMAS STREET

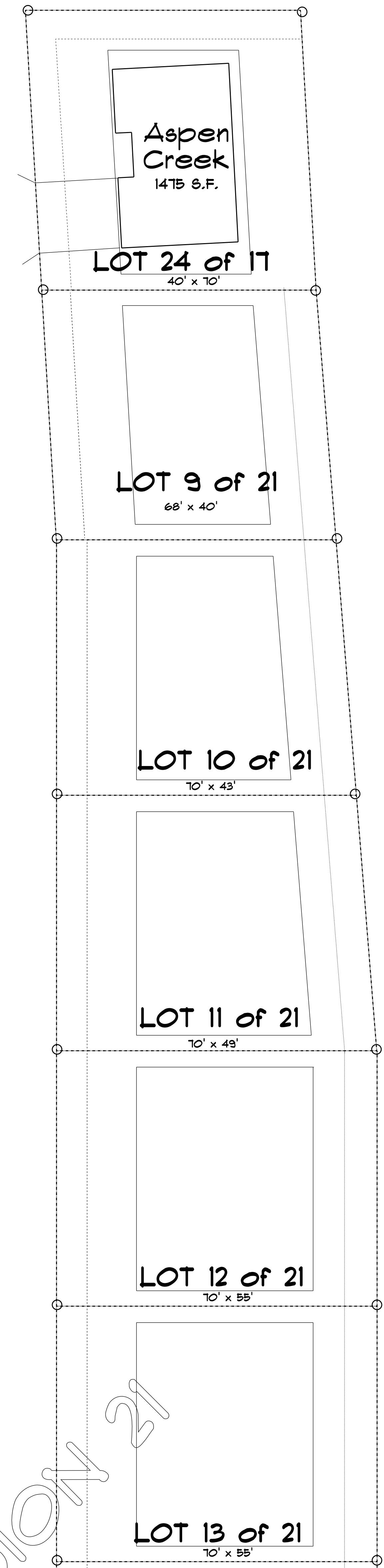
R-2 DENC. ZONING



KENNETH DRIVE



BUFFALO GRASS DRIVE



Chad Nabity

From: Nicole Zulkoski <nicole_2007@msn.com>
Sent: Wednesday, April 6, 2022 1:50 PM
To: Chad Nabity
Subject: Proposed Rezoning

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe. If you are unsure submit a helpdesk ticket at <https://helpdesk.grand-island.com>

To whom it may concern,

I am emailing to make my concerns known for the proposed rezoning for the property generally located east of Kenneth Drive and south of Indian Grass Road. Changing this land from a R2 Low Density Residential Zone to a R3-SL Medium Density Zone will more than double the amount of traffic in the neighborhood. We have already seen an uptick in traffic just from the current construction which has proved to be cumbersome due to workers flying through. This gives me great concern for those young and old who enjoy going on walks and playing outside.

My next concern is the value of the current homes already in the neighborhood. My home specifically is located right next to the proposed change and it will greatly decrease the value. We built on this lot knowing what the plans were in the future for the land behind us and we would have chose elsewhere if it were zoned R3-SL.

My final concern is that these properties may become rental properties vs owned and lived in by the owners. These properties may be less maintained from renters as opposed to owners and could become at minimum an eye sore, thus showing possible impact on resale of single family homes nearby.
Thank you for your time and consideration.

Sincerely,
Nicole Zulkoski

June 1, 2022

Members of the Zoning Commission

My name is Matt Shultz and I am currently the Vice President of the Copper Creek Estates Community Association. I come to you today to lodge a formal complaint on behalf of the Copper Creek Estates Community Association against the rezoning of the 21st and portions of the 17th Subdivision of the Copper Creek area. While many of our houses are not in the designated 300 foot area the potential impact of your decision does affect everyone of our members and therefore we feel we must speak up as the other HOA's have not been turned over to the citizens and are still controlled by Mr. O'Connor.

Our association has many worries about this rezoning that the Guarantee Group is wanting to do. I do want to make it clear we are not opposed to development of the area, we are opposed to the rezoning of the area to R3SL.

One of our biggest worries include the lack of entrances and exits to the area. Traffic through portions of Indian Grass, Little Bluestem and Buffalo Grass are already increasing so the addition of many more houses will have an impact. We also are concerned about the increased student population in our local school. This was a concern as far back as 2018 with Mr O'Connor himself stating "the only way that Copper Creek would ever expand after the 80 homes are built is through the blessing of the school district" (GI Independent, 6/30/2018). Our final concern really has to do with the lots and housing itself. With lots sizes being so small and lacking a yard they are not the family friendly neighborhood this was originally billed as.

In October of 2020, Mr O'Connor stood before this board and the City Council and stated he wanted to put in roughly 20 of the small lots houses there. As it currently sits 62 lots are now at 3000 or less square feet and only one exit to Engleman Street.

When many of us selected Copper Creek to build homes or move into, we were told there would be a park at the center of the community along with a lot for RV and Boat Storage and a walking trail. To this very day we are still waiting for those promises by the Guarantee Group. The lack of fulfillment of these promises has us worried as an organization and for our members of what the actual intention is for the proposed change in rezoning.

Again we are not opposed to the development of the land, we want it to stick to the original idea/plan that was presented to us when we bought homes in Copper Creek.

Thank you for your time and consideration.

Copper Creek Estates Community Association



Copper Creek HOA GI <gicoppercreekhoa@gmail.com>

Zone Changes in Coppercreek

2 messages

Emily Baldino <emilybaldino08@gmail.com>

Tue, May 31, 2022 at 9:34 PM

To: gicoppercreekhoa@gmail.com, ChadN@grand-island.com

I am writing to you tonight to let you know that I strongly oppose the proposed re-zoning in our neighborhood for the new houses that are being built.

We are in the Coppercreek Resident area and moved here in October 2020. We understood that all of the houses in the area would be very much like ours. We were not told about the smaller houses and now they are all being built behind us.

This will increase traffic, there will be more cars on the streets and lots more people and noise.

We moved here because it was in a quiet neighborhood. Please do not put any more small houses in our neighborhood. Thank you.

Emily Baldino
511 Little Bluestem Dr S
Grand Island, NE 68803

Sent from my iPhone



Copper Creek HOA GI <gicoppercreekhoa@gmail.com>

Zoning

2 messages

Three Peas <Jcockerham86@hotmail.com>

Tue, May 31, 2022 at 10:03 PM

To: Copper Creek HOA GI <gicoppercreekhoa@gmail.com>

Michael & Justine Cockerham
4354 Rodney Circle
Grand Island, NE 68803

We are opposed to the new zoning. With the amount of traffic already flowing through the neighborhood and the fact that no one can be cautious and courteous, I feel that it would cause more concern for the safety of the residents already living here. Also, note that the quality of residents has declined even with the increased house prices. Statistically bringing in lower income families who don't care to care for their homes and properties will devalue the homes who do take pride in their properties. We've noted some residents who are already renting and to our knowledge that was against the covenants of the HOAs. Their yards and properties are some of the worst in the neighborhood. Just make it what it was always intended to be.

Sincerely,

Mike & Justine Cockerham



Copper Creek HOA GI <gicoppercreekhoa@gmail.com>

opposed to town homes

1 message

Carolyn Bresee <carolyn.bresee@gmail.com>

Tue, May 31, 2022 at 5:03 PM

To: Copper Creek HOA GI <gicoppercreekhoa@gmail.com>, chadN@grand-island.com

I am opposed to the land being used for townhomes because of the excess traffic. I am surprised that so many people have more than 2 vehicles per household. Often time there are 4-5 vehicles because adult children are living with the homeowner. I can't imagine the congestion with townhomes. There is not enough access out of Cooper Creek to handle all the traffic.

Sincerely,

Carolyn Bresee

4326 Indian Grass Circle

June 1, 2022

Hall County Regional Planning Commission
100 East First Street
Grand Island, Nebraska 68801

To whom this may concern:

First, thank you tonight for agreeing to hear from some of the people who may be affected by the proposed zoning changes in Subdivision 17 and 21 of the Copper Creek area from R2 Low Density Residential Zone to R3-SL Medium Density Residential Small Lot Zone. I come lodging an official protest with signatures of 59% or 13 residents out of the 22 within the 300' circle. Only two of the residents officially declined to sign the petition (9%) while the others were unable to be reached.

I came before this board two months ago asking you to not change the rezoning of a large portion of land south of the current Copper Creek area. Some of the concerns I cited then are some of those that you've heard from (or will hear from) other citizens tonight - traffic concerns, losing the family friendly neighborhood with row houses, concerns on the burden that more students may add to an already full local elementary school, and already unfulfilled promises by Mr. O'Connor and the Guarantee Group.

I ask that you consider some of the word Mr. Sean O'Connor and Mr. Ray O'Connor themselves have stated over the years about their goals for this community and ask yourself, is this rezoning really in line with the vision that they had for the neighborhood and the vision they sold to dozens and dozens of families over the last 6 years? Or is this rezoning more in line with the business goals of the Guarantee Group?

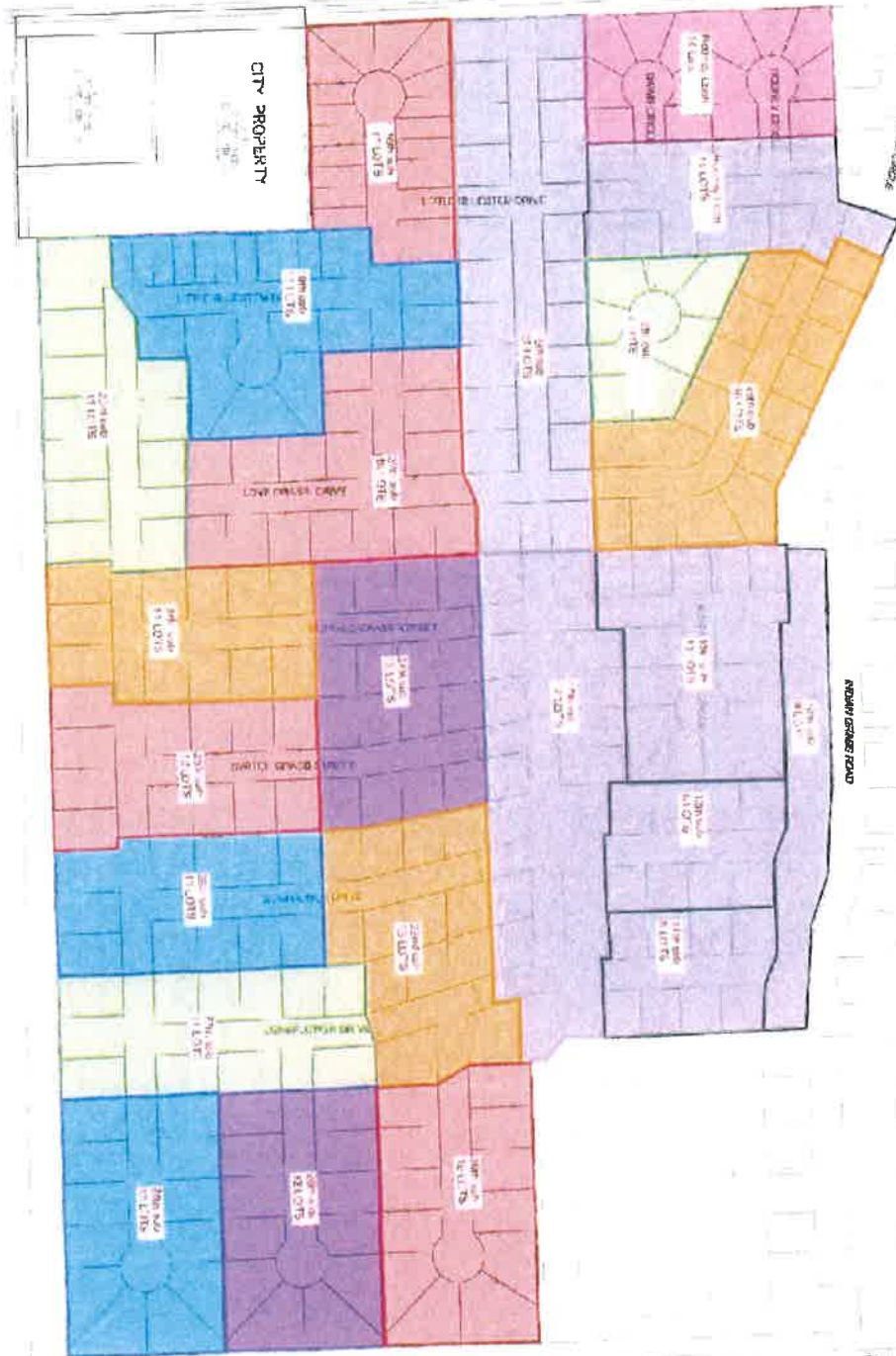
- In 2013 Mr. Ray O'Connor came before the Community Redevelopment Authority and requested that lot width be changed from 70 foot to 80 feet because they were too narrow. Mr. Naby himself said "You'll lose about 30 lots" to which Mr. O'Connor responded "I'm not selling lots, I'm building houses for the community". (GI Independent, 5/29/2013)
- Mr. Ray O'Connor in the same article (GI Independent, 5/29/2013) said of the housing "I don't want this to look like row housing, it will be a nice quality home to raise kids in".
- The O'Connor's as far back as 2013 stated the desire to have hike and bike trails within the subdivision and they have already planned a four-acre park that will be maintained by the homeowners association. (As of today none of this has happened)
- In 2018 Mr. O'Connor stated that there is enough room to add 250 more houses to the 212 already there, but he was only going to build 80 because that was the number he and GIPS agreed upon to prevent a burden on the school district (GI Independent, 6/30/2018).

Copper Creek R3SL Current Housing





EXHIBIT A-1



olsson

331 East 7th Street
Grand Island, NE 68801 TEL: 565.531.3150 www.olsson.com

<p>PROJECT: COPPER CREEK PRELIMINARY PLAT LOT LAYOUT</p> <p>CITY: GRAND ISLAND, NEBRASKA</p> <p>DATE: 2019</p> <p>REVISION:</p>	<p>1 of 1</p> <p>SHEET</p>
---	----------------------------

Deed Holder	Mailing Address	City, State, Zipcode	Property Address: (if not Mailing Address)
THE GUARANTEE GROUP LLC	PO BOX 5916	GRAND ISLAND, NE 68802	COPPER CREEK ESTATES 18TH SUB, COPPER CREEK 17TH SUB
NORTHWEST CROSSINGS, LLC	1912 W ANNA	GRAND ISLAND, NE 68803	508 BUFFALO GRASS ST
RUBEN A CACERES ESCOBAR & EVA S PEREZ-ANTON	514 BUFFALO GRASS ST	GRAND ISLAND, NE 68803	<i>[Signature]</i>
DAVID S CEMPER & CORISSA K CEMPER	520 BUFFALO GRASS ST	GRAND ISLAND, NE 68803	<i>[Signature]</i>
DEREK SCOTT SAWYER-KOJEMBA	526 BUFFALO GRASS ST	GRAND ISLAND, NE 68803	<i>[Signature]</i>
LICHEN LIU	532 BUFFALO GRASS ST	GRAND ISLAND, NE 68803	
DEREK & NICOLE ZUKOSKI	4269 BUFFALO GRASS CIR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
JOSEPH DEARTH & CYNTHIA K DEARTH	4265 BUFFALO GRASS CIR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
JACOB DOBROVOLNY & HANNAH DOBROVOLNY	4261 BUFFALO GRASS CIR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
CLAYTON LOGHRY & ASHTON LOGHRY	4257 BUFFALO GRASS CIR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
TOMIMY PHOMMALVAHIN & DALARAK AUVSHA BANDASACK	4260 BUFFALO GRASS CIR	GRAND ISLAND, NE 68803	
ELVIS HUYNH & CHRISTINA HUYNH	4264 BUFFALO GRASS CIR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
KELLY R LAHM & MITCHEL S LAHM	4268 BUFFALO GRASS CIR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
SCOTT A WILES & SARAH M WILES	4272 BUFFALO GRASS CIR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
NICK NORTHRUP & AMBER NORTHRUP	530 SUNFLOWER DR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
LINOLFO GONZALEZ & PATRICIA OQUENDO	522 SUNFLOWER DR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
KYLE FINECV & JAMIE FINECV	516 SUNFLOWER DR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
ALEX ERICKSON & SARA ERICKSON	508 SUNFLOWER DR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
RICHARD CONRAD & DENA CONRAD	529 SCHMIDT CIR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
JERRARD R ROSS & COURTNEY B ROSS	536 KENNETH DR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
MARK W CHERVINIKA & MARILEE L CHERVINIKA	4309 INDIAN GRASS RD	GRAND ISLAND, NE 68803	<i>[Signature]</i>
VU T TRAN	542 KENNETH DR	GRAND ISLAND, NE 68803	<i>[Signature]</i>
CITY OF GRAND ISLAND	PO Box 1968	GRAND ISLAND, NE 68802	
KEVIN E KLEEB & SUSAN ALLAN	7535 S 60TH RD	ALDA, NE 68810	
RODNEY D HOOKER & PATRICIA M HOOKER	1098 PLATTE VIEW DR	PHILLIPS NE 68865	



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item F-1

#9882 - Consideration of Approving Zoning Change of all Copper Creek Estates 21st Sub. along with Lots 21, 23, 24, and 25 of Copper Creek 17th Sub. located East of Kenneth Dr. and South of Indian Grass Rd from R2 Low Density Res. to R3-SL Medium Density Res. Small Lot (Guarantee Group LLC)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9882

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of property including all of Copper Creek Estates 21st Subdivision and Lots 21, 23, 24 and 25 of Copper Creek Estates 17th Subdivision in the City of Grand Island, Hall County from R-2 Low Density Residential to R3-SL Medium Density Small Lot Residential as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on June 1, 2022, held a public hearing on the proposed zoning of such area; and

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

WHEREAS, after public hearing on June 14, 2022, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from R-2 Low Density Residential to R3-SL Medium Density Small Lot Residential;

A TRACT OF LAND CONSISTING OF ALL OF COPPER CREEK ESTATES 21ST SUBDIVISION AND LOTS 21, 23, 24 AND 25 OF COPPER CREEK ESTATES 17TH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	▣ _____
June 10, 2022	▣ City Attorney

ORDINANCE NO. 9882 (Cont.)

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

Enacted: June 14, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item F-2

**#9883 - Consideration of Correction to Ordinance No. 9879
Relative to Vacation of Public Utility Easement in Lot 2 of Pedcor
Subdivision- (City of Grand Island)**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director
Meeting: June 14, 2022
Subject: Correction to Ordinance No. 9879 Relative to Vacation of Public Utility Easement in Lot 2 of Pedcor Subdivision- (City of Grand Island)
Presenter(s): Keith Kurz PE, Interim 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.

On May 10, 2022, via Ordinance No. 9879, City Council approved the vacation of such easement.

Discussion

An error was discovered upon filing of Ordinance No. 9879 with Hall County Register of Deeds. The referenced ordinance had a scrivener's error and referred to the easement as a drainage easement, rather than a utility easement. If adopted, the ordinance will correct this error and allow for filing of the correction. 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 approve the correction to Ordinance No. 9879 relative to vacation of public utility easement in Lot 2 of Pedcor Subdivision- (City of Grand Island).

Sample Motion

Move to approve the ordinance.

202203466

STATE OF NEBRASKA
COUNTY OF HALL

2022 MAY 11 AM 11:18

REGISTER OF DEEDS
HALL COUNTY REGISTER

CASH CHECK 22.00

REFUNDS:
CASH CHECK
CHECK

22.00

This Space Reserved for Register of Deeds



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.

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

Approved as to Form REJ
May 9, 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: May 10, 2022

Roger G. Steele
Roger G. Steele, Mayor

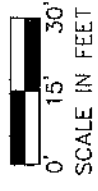
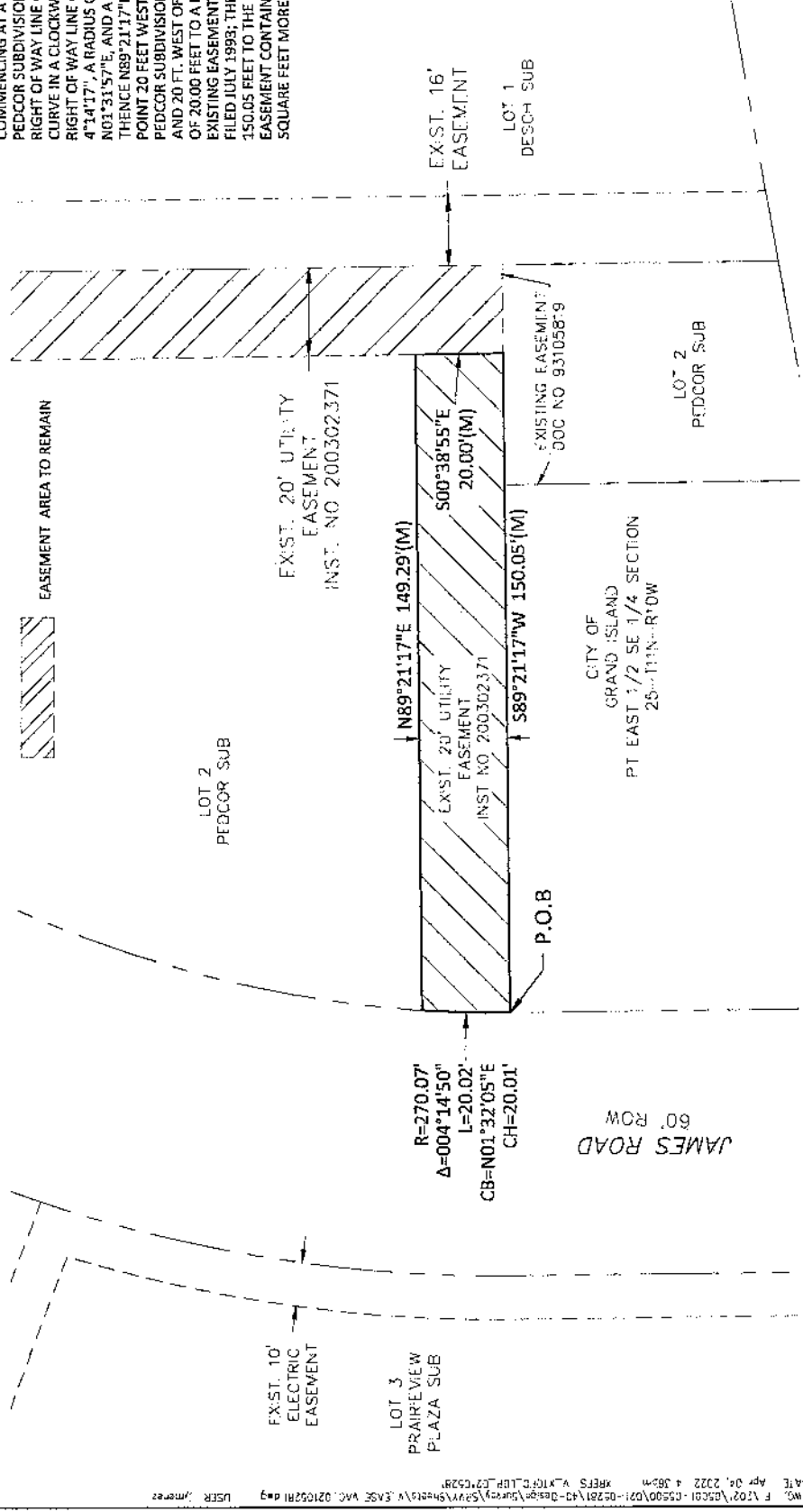
Attest:

RaNae Edwards
RaNae Edwards, City Clerk



EASEMENT VACATE DESCRIPTION:
 VACATING A PORTION OF AN EXISTING EASEMENT IN LOT 2, PEDCOR SUBDIVISION AS RECORDED IN INSTRUMENT NUMBER 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 N03°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 500°38'55"E, PARALLEL AND 20 FT. 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 NUMBER 99-105819, FILED JULY 1999; 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.



PROJECT NO: 2021-05281
 DRAWN BY: CWM
 DATE: 2022-04-04



201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750

EASEMENT VACATE

ORDINANCE NO. 9883

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

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

SECTION 1. 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:

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Approved as to Form	▣ _____
June 10, 2022	▣ City Attorney

ORDINANCE NO. 9883 (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.

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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: June 14, 2022




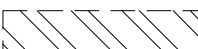
Roger G. Steele, Mayor

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
 USER: jjimenez
 XREFS: V_XT0FO_LDP_02105281

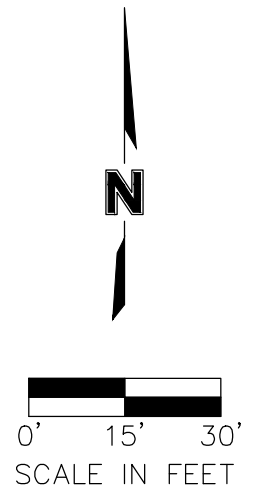
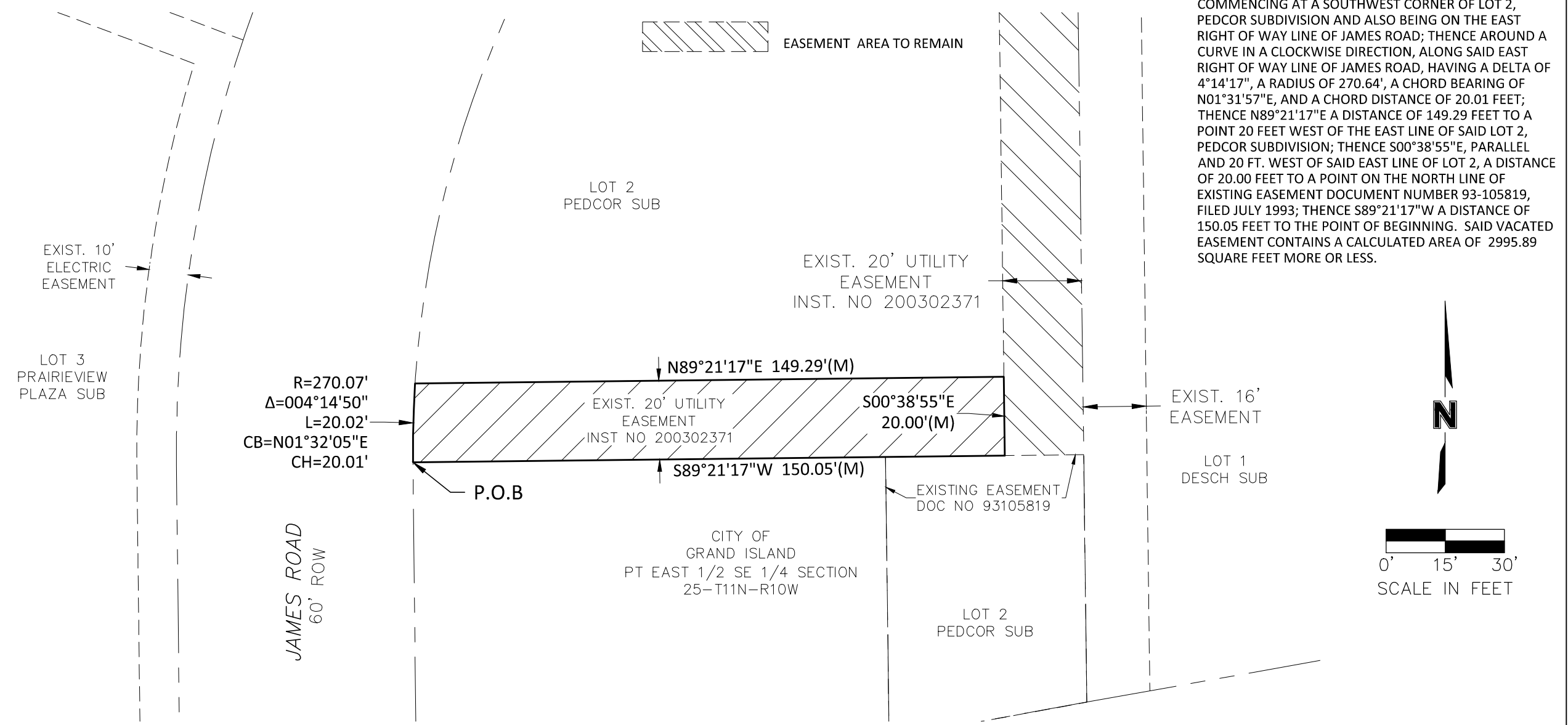
LEGEND

-  PROPERTY LINE
-  EASEMENT LINE
-  EASEMENT VACATE AREA
-  EASEMENT AREA TO REMAIN

EASEMENT VACATE DESCRIPTION:

VACATING A PORTION OF AN EXISTING EASEMENT IN LOT 2, PEDCOR SUBDIVISION AS RECORDED IN INSTRUMENT NUMBER 200302371, FILED FEBRUARY 28, 2003 AT THE HALL COUNTY REGISTER OF DEEDS, AS DESCRIBED AS FOLLOWS:

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PROJECT NO:	2021-05281
DRAWN BY:	CWM
DATE:	2022-04-04

EASEMENT VACATE
 Council Session - 6/14/2022

oisson

201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-1

Approving Minutes of May 24, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
May 24, 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 May 24, 2022. Notice of the meeting was given in *The Grand Island Independent* on May 18, 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, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Interim City Attorney Stacy Nonhof, Assistant Finance Director Brian Schultz, and Public Works Director John Collins.

INVOCATION was given by Mayor Roger G. Steele followed by the PLEDGE OF ALLEGIANCE.

PRESENTATION:

Recognition of Public Works Director John Collins Retirement. The Mayor and City Council recognized the retirement of Public Works Director/City Engineer John Collins for his years of service with the City of Grand Island. Jay Vavricek, 2729 Brentwood Blvd. thanked Mr. Collins for his service to the City of Grand Island. Mr. Collins was present to receive a plaque of appreciation.

PUBLIC HEARINGS:

Public Hearing on Request from GICS Hospitality Inc. dba Candlewood Suites Grand Island, 859 Allen Drive for a Class "C" Liquor License and Liquor Manager Designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from GICS Hospitality Inc. dba Candlewood Suites Grand Island, 859 Allen Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 28, 2022; notice to the general public of date, time, and place of hearing published on May 17, 2022; notice to the applicant of date, time, and place of hearing mailed on April 28, 2022. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from GICS Hospitality Inc. dba Fairfield Inn - Marriot - Grand Island, 805 Allen Drive for a Class "C" Liquor License and Liquor Manager Designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from GICS Hospitality Inc. dba Fairfield Inn – Marriot – Grand Island, 805 Allen Drive. Ms. Edwards

presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 28, 2022; notice to the general public of date, time, and place of hearing published on May 17, 2022; notice to the applicant of date, time, and place of hearing mailed on April 28, 2022. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue for a Class "I" Liquor License and Liquor Manager Designation for Mckenzie Brown, 2510 South North Road, Grand Island, Nebraska. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 22, 2022; notice to the general public of date, time, and place of hearing published on May 17, 2022; notice to the applicant of date, time, and place of hearing mailed on May 2, 2022. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Redevelopment Plan for CRA No. 36 for Property Located South of Nebraska Highway 2 and East of Independence Avenue Along Montana Avenue, Grand Island, Nebraska for Residential Purposes (Paramount Development). Regional Planning Director Chad Nabity reported that Paramount Development was proposing to develop property south of Montana Avenue and east of Independence Avenue for residential uses. They were proposing 6 units of housing in 3 duplexes. Staff recommended approval. Sonya Weinrich, 1422 South Gunbarrel Road spoke in support. No further public testimony was heard.

Public Hearing on Changes to Chapter 36 of the Grand Island City Code Relative to 36-55; Secondary Agricultural District. Regional Planning Director Chad Nabity reported that Stephen Mossman, on behalf of Mid America Truck LLC had submitted a request for the text amendment to the AG-2 Secondary Agriculture Zone to consider allowing Trailer Washouts as a conditional use in this zoning district. Staff recommended approval. Steve Mossman, 134 South 13th Street, Lincoln, Nebraska spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Property commonly known as Kaufman Plaza. Interim City Attorney Stacy Nonhof reported that the area commonly known as Kaufman Plaza was designated as Road Right-of-Way on the original plat. The right-of-way was vacated in 2021 as that property was not needed as right-of-way nor was it being used as right-of-way. spoke in support. No further public testimony was heard.

Upon vacation of the right-of-way, that property reverted back to the adjacent property owners. Amur Real Estate I, LLC and Panthera Investment Group, LLC own the properties immediately adjacent to the plaza. An agreement was reached with Amur Real Estate I, LLC and Panthera Investment Group, LLC to have the properties deeded back to the City of Grand Island for use as a plaza. Staff recommended approval. Amos Anson, 4234 Arizona Avenue spoke in support. No further public testimony was heard.

ORDINANCES:

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

#9881 - Consideration of Approving Changes to Chapter 36 of the Grand Island City Code Relative to 36-55; Secondary Agricultural District

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

This item was related to the aforementioned Public Hearing. Steve Mossman, 134 South 13th Street, Lincoln, Nebraska on behalf of Mid America Truck, LLC answered questions regarding lagoons, wastewater and location of a possible Trailer Washout business.

Motion by Guzinski, second by Conley to approve Ordinance #9881.

City Clerk: Ordinance #9881 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Guzinski, Minton, Conley, and Stelk voted aye. Councilmembers Haase, Mendoza, Fitzke, Scott, and Paulick voted no. Mayor Steele voted aye making the sixth and deciding vote. Motion adopted.

City Clerk: Ordinance #9881 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Guzinski, Minton, Conley, and Stelk voted aye. Councilmembers Haase, Mendoza, Fitzke, Scott, and Paulick voted no. Mayor Steele voted aye making the sixth and deciding vote. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9881 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-16 (Resolution #2022-147) was removed for further discussion. Motion by Paulick, second by Guzinski to approve the Consent Agenda excluding item G-16. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 10, 2022 City Council Regular Meeting.

Approving Request from Tanner Morton, 1309 West 5th Street for Liquor Manager Designation with Texas Roadhouse, 232 Wilmer Avenue.

#2022-134 - Approving Request from GICS Hospitality Inc. dba Candlewood Suites Grand Island, 859 Allen Drive for a Class "C" Liquor License and Liquor Manager Designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska.

#2022-135 - Approving Request from GICS Hospitality Inc. dba Fairfield Inn - Marriot - Grand Island, 805 Allen Drive for a Class "C" Liquor License and Liquor Manager Designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska.

#2022-136 - Approving Request from Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue for a Class "I" Liquor License and Liquor Manager Designation for Mckenzie Brown, 2510 South North Road, Grand Island, Nebraska.

#2022-137 - Approving Purchase of 2022 John Deere Backhoe Loader for the Underground Division from Murphy Tractor and Equipment of Grand Island, Nebraska in an Amount of \$125,000.00.

#2022-138 - Approving Inter-local Agreement with Hall County for Improvements to Old Potash Highway between Engleman Road and North Road.

#2022-139 - Approving Change Order No. 1 for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 with S. J. Louis Construction, Inc. of Rockville, Minnesota for an Increase of \$64,994.50 and a Revised Contract Amount of \$6,194,994.50.

#2022-140 - Approving Amendment No. 1 to Engineering Consulting Agreement for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1 with Olsson, Inc. of Grand Island, Nebraska for an Increase of \$69,400.00 and a Revised Contract Amount of \$134,428.00.

#2022-141 - Approving Transfer of Water Irrigation Rights in the Area of Old Potash Highway and North Road- Parcel No.'s 400201001, 400200933, and 400475310.

#2022-142 - Approving Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12 with The Diamond Engineering Company of Grand Island, Nebraska.

#2022-143 - Approving Certificate of Final Completion for Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street with Wilkinson Industrial of Shelton, Nebraska.

#2022-144 - Approving Amendment No. 2 for Various Locations Drainage Projects with JEO Consulting Group, Inc. of Grand Island, Nebraska for an Increase of \$13,895.00 and a Revised Contract Amount of \$123,910.00.

#2022-145 - Approving Acquisition of Property commonly known as Kaufman Plaza (Amur Real Estate I, LLC).

#2022-146 - Approving Acquisition of Property commonly known as Kaufman Plaza (Panthera Investment Group, LLC).

#2022-147 - Approving CHI-Nebraska Land Sale – Authorize Mayor to Execute Closing Documents. City Administrator Jerry Janulewicz reported that in March of this year the Council approved an Ordinance to sell land to CHI. This item would approve the Mayor to sign the closing documents. Comments were made by Council regarding the public's displeasure in the process and the project. Mayor Steele stated he had received lots of comments in favor.

Motion by Stelk, second by Minton to approve Resolution #2022-147. Upon roll call vote, Councilmembers Nickerson, Mendoza, Minton, Conley, and Stelk voted aye. Councilmembers Haase, Fitzke, Scott, and Paulick voted no. Councilmember Guzinski abstained from voting. Mayor Steele voted aye making the sixth and deciding vote. Motion adopted.

#2022-148 - Approving Amendment to Jaxson Subdivision Agreement.

#2022-149 - Approving Proposal for Roof Replacement at City Hall with Tri-Cities Roofing & Sheet Metal of Grand Island, Nebraska in an Amount of \$154,482.57.

#2022-150 - Approving Amendment No. 5 to Energy Management Agreement with Tenaska.

RESOLUTIONS:

#2022-151 - Consideration of Approving the Redevelopment Plan for CRA No. 36 for Property Located South of Nebraska Highway 2 and East of Independence Avenue Along Montana Avenue, Grand Island, Nebraska for Commercial and Residential Purposes (Paramount Development). This item was related to the Public Hearing.

Motion by Nickerson, second by Guzinski to approve Resolution #2022-151. Upon roll call vote, all voted aye. Motion adopted.

#2022-152 - Consideration of Approving Appointment of Keith Kurz as Interim Public Works Director/City Engineer. City Administrator Jerry Janulewicz reported that with the retirement of Public Works Director John Collins the Mayor was recommending the appointment of Keith Kurz as the Interim Public Works Director/City Engineer.

Motion by Paulick, second by Stelk to approve Resolution #2022-152. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Guzinski to approve the payment of claims for the period of May 11, 2022 through May 24, 2022 for a total amount of \$6,398,666.16. Upon roll call vote, all voted aye. Motion adopted.

ADJOURN TO EXECUTIVE SESSION: Motion by Fitzke, second by Minton to adjourn to Executive Session at 8:26 p.m. for the purpose of a strategy session with respect to FOP Union negotiations. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Minton, second by Nickerson to return to Regular Session at 9:58 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:58 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-2

Approving Re-Appointments of Brad Bauer and Ron Depue to the Occupation Tax Oversight Committee (Food & Beverage)

Mayor Steele has submitted the re-appointments of Brad Bauer and Ron Depue to the Occupation Tax Oversight Committee (Food & Beverage) board. These appointments would become effective July 1, 2022 upon approval by the City Council and would expire on June 30, 2026.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-3

Approving Garbage Haulers Permit for Grand Island Disposal, Inc., 1839 East 4th Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: June 14, 2022
Subject: Approving Garbage Haulers License for Grand Island Disposal, Inc., 1839 East 4th Street
Presenter(s): RaNae Edwards, City Clerk

Background

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

Discussion

Kevin Walsh, representing Grand Island Disposal, Inc., 1839 East 4th Street has submitted an application for a garbage haulers license. Grand Island Disposal, Inc. has purchased Heartland Disposal and Full Circle Rolloffs. Once this application is approved by the City Council they will be able to submit their Certificate of Insurance. All other City Code requirements have been met.

Alternatives

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

1. Move to approve the garbage hauler license for Grand Island Disposal, Inc.
2. Refer the issue to a Committee
3. Postpone the issue to a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the garbage hauler license for Grand Island Disposal, Inc., 1829 East 4th Street.

Sample Motion

Move to approve the garbage hauler license for Grand Island Disposal, Inc., 1839 East 4th Street contingent upon the City receiving their Certificate of Insurance.

Application for Haulers License

1 Type of License Required:

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

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name	GRAND ISLAND DISPOSAL INC, DBA HEARTLAND DISPOSAL
Business Address	1839 E 4TH ST, GRAND ISLAND, NE 68801
Business Telephone	308-382-1683

b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19) 308-382-1683
- * Name Used on Vehicles (Sec. 17-18) HEARTLAND DISPOSAL, FULL CIRCLE RECYCLING

3 Residency Certification:

- a. Individual Applicant – Resident of Hall County
 Name and Home Address of Individual: _____
- b. Partnership or Corporation of Hall County
 Name and Address of Resident Partner/Officer:
Kevin Walsh, 3015 Brentwood Blvd, Grand Island, NE 68801
- c. Non-resident Individual or Corporation
 Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

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

5-25-2022
Date



Signature of Applicant

Vehicles to be Used in Transporting or Collecting Garbage

Plate No.	VIN	Make	Year
8-538A	1M2AX18C3AM010256	Mack Trucks, Inc.	2010
8-6085D	1FVHCYDJ67HY16335	Freightliner	2007
8-9587D	3BPZL50X3AF720050	Peterbilt	2010
8-3717D	3BPZL00X69F718338	Peterbilt	2009
8-2572A	5VCEC6LF24N195109	Autocar, LLC	2004
8-6026D	1M2AU02C6BM005937	Mack Trucks, Inc.	2011
8-4834A	3BPZL00X7AF720037	Peterbilt	2010
8-8109A	3BPZL00X0AF720039	Peterbilt	2010
8-287B	3BPZL00X9AF720041	Peterbilt	2010
8-3267D	3BPZL00X9AF720038	Peterbilt	2010
8-2809D	1NPZL00X37D717340	Peterbilt	2007



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **BETH MILLER-HARBECK, MATTHEW HEATER, COLE KEPFORD, BECKY NICHOLS, JENNA WEILAND, ZACH WEGER, SEKERRA ROSS, KYLIE HAUF** of WEST DES MOINES, IA

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of May, 2022.

Karen J. Hafner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of May, 2022, personally came before me, Alan Pavlic and Karen J. Hafner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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



40-9999

Signed and sealed at the City of Brookfield, WI this 27th day of May, 2022.

Karen J. Hafner
Assistant Secretary

ORSC 22262 (3-06)

OLD REPUBLIC SURETY COMPANY

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

LICENSE AND PERMIT BOND

Bond Number RLP7432234

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

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

as Obligee in the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

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

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

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

The term of this bond is for a period commencing May 25, 2022 and is continuous until cancelled.

Signed, sealed and dated the 27th day of May, 2022.

Grand Island Disposal, Inc. Principal
 By: [Signature] Vice-President

OLD REPUBLIC SURETY COMPANY Surety
 By: [Signature] Matt Heater Attorney-in-Fact



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-4

**Approving Request from Ali Bergeron, 418 East 13th Street for
Liquor Manager Designation with Chuckwagon BBQ, BYPI, 2504
South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 14, 2022

Subject: Requests from Ali Bergeron, 418 East 13th Street for Liquor Manager Designation with Chuckwagon BBQ, BYPI, 2504 South Locust Street

Presenter(s): RaNae Edwards, City Clerk

Background

Ali Bergeron, 418 East 13th Street has submitted an application with the City Clerk's Office for Liquor Manager Designation in conjunction with the Class "I-124021" Liquor License for Chuckwagon BBQ, BYPI, 2504 South Locust Street.

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

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Staff recommends approval contingent upon taking and passing a state approved alcohol server/seller training course.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation contingent upon taking and passing a state approved alcohol server/seller training course.

Sample Motion

Move to approve the request from Ali Bergeron, 418 East 13th Street for Liquor Manager Designation in conjunction with the Class "I-124021" Liquor License for Chuckwagon BBQ, BYPI, 2504 South Locust Street contingent upon taking and passing a state approved alcohol server/seller training course.

06/07/22	Name	Bergeron, Ali Elizabeth	proposed manager
06/07/22	Name	Chuckwagon BBQ,	location

06/07/22

Narrative

New Liquor Manager
Grand Island Police Department

Ali Bergeron has applied to become the new liquor manager at Chuckwagon BBQ/ByPi Pizza at 2504 S Locust. Roebuck Enterprises LLC owns the restaurant.

Responsible LEO:

Approved by:

Date

06/07/22

Supplement

Liquor Manager

Grand Island Police Department
Supplemental Report

Date, Time: 6-6-22
Reporting Officer: Sgt Dvorak #309
Unit #: CID

Ali Bergeron has applied to become the Liquor Manager at Chuckwagon BBQ/ByPi Pizza. I received the application and noted that Bergeron does not have a spouse. Ali has experience in food service jobs dating back to 2004 in both Nebraska and Louisiana.

I did note that Bergeron marked no for any convictions when filling out the form. The form notes specifically "EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or State law; violation of local law, ordinance or resolution. It is my experience that very few applicants can truthfully mark no to this question.

I checked our local database, State NCJIS files, and a paid law enforcement only database that divulges matters of civil nature and any judgements and liens. I found that Bergeron has no warrants for her arrest. However, I immediately noted on Ali's NE driver's history that she has no less than five (5) separate Nebraska convictions for moving violations and no operator's license in the past four (4) years. I also noted that she has two (2) convictions for operator's license violations in Louisiana dating back to 2007.

None of these violations would preclude Bergeron from obtaining a liquor license manager in and of themselves. However, it is concerning to me that Bergeron did not disclose ANY violations on her application. The law enforcement only database did not disclose any recent concerns.

On 6-7-22 I called Bergeron hoping to shed some light on her omission on the application. I told Ali that I noted she indicated she has never been convicted or plead guilty to any crimes. She said that was accurate. I explained that the wording of the question clearly includes traffic violations. Ali replied "OMG, does it really?" She volunteered that she has several traffic related violations, but did not realize that the application requires those types of traffic convictions were to be included. She said she was only thinking of actual crime.

I asked Ali to tell me about her traffic convictions. She said she had one or two back in Louisiana, the last one being right before she moved to Nebraska in 2018 or 2019. When Ali tried to get a new NE license, she was advised her LA license was suspended, so she could not be issued one in NE until her LA record was cleared. Bergeron said she tried for almost a year to get the situation settled, but eventually was forced to go to New Orleans in person before she could rectify the situation. During that period, she was stopped for speeding in Nebraska, more than once, and that led to her being charged with not having a driver's license. Bergeron said she has had no further issues since she obtained her NE OLN.

I explained the importance was truthfulness on official forms, especially in matters involving Liquor Licensing and the State of NE Liquor Commission. She advised she understood. We also outlined and discussed her duties as liquor

06/07/22

manager for the restaurant. I stipulated that truthfulness and cooperation are a necessity for any issues she may encounter. Bergeron indicated she understood, and apologized for her earlier oversight on the application.

Although this application for Liquor Manager could be denied for providing false responses regarding her criminal history, I don't feel that Ali did it intentionally. There were no other answers or items of concern that would preclude her from obtaining this certification.

Therefore, the Grand Island Police Department will not object to Ali Bergeron being issued the Liquor Manager designation at Chuckwagon BBQ ByPi restaurant.

06/07/22



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-5

#2022-153 - Approving Request from Henry J's, LLC, dba Henry J's, 118 West 2nd Street, Suite 4A for a Class "C" Liquor License and Liquor Manager Designation for Cathryn Sack, 3122 Brentwood Drive

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-153

WHEREAS, an application was filed by Henry J's LLC dba Henry J's, 118 West 2nd Street, Suite 4A for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 4, 2022; such publication cost being \$17.22; and

WHEREAS, a public hearing was held on June 14, 2022 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Cathryn Sack, 3122 Brentwood Drive, Grand Island, Nebraska contingent upon taking and passing a state approved alcohol server/seller training.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
June 10, 2022 ☐ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-6

**#2022-154 - Approving the Supply and Delivery of Pebble Lime
2022-2025**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: June 14, 2022

Subject: Supply and Delivery of Pebble Lime to the Platte
Generating Station September 2022-2025

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

Background

The Mercury and Air Toxics Standard regulation compliance at Platte Generating Station was commissioned in 2014. The spray dry absorber system is used to inject a lime slurry into the boiler exhaust gas to remove acid gases from the flue gas. The gas leaving the spray dry absorber system will flow to a baghouse for particulate removal and a booster fan follows the baghouse to return the flue gas to the existing stack.

Pebble lime is used to produce the required lime slurry. The pebble lime material must meet design specifications in order to produce a consistent lime slurry that allows the plant to meet performance guarantees.

Plant staff developed a Request for Proposal for the purchase of pebble lime from suppliers of this material in 2019. Proposals from the following firms were received on August 14, 2019:

Company

Mississippi Lime, St. Louis, MO
Pete Lien & Sons, Inc., Rapid City, SD
Lhoist North America, Genevieve, MO
Graymont Western Lime, Inc., West Bend, WI

Pete Lien & Sons was awarded the multi-term contract through September 2022 at the City Council Meeting on August 27, 2019.

Discussion

Pete Lien & Sons has offered current pricing for a multi-year contract through September 2025. In review of the 2019 proposed procurement period the bidder has an option to

provide extensions or longer procurement periods considered at the sole discretion of the City.

The department evaluated current pricing through 2025 using the 2019 Request for Proposal financial evaluation. Primary evaluations are on the basis of cost and suitability of the product meeting the system requirements. Review considerations included quality control, company experience, strength of production supply chain, proposal responsiveness, transportation provisions, availability of technical support, commercial terms, and flexibility in procurement quantities.

Pete Lien & Sons current price through September 2025 compared with the alternate bids from the original proposals is still the lowest total cost and best overall proposal that satisfied all requirements of the Request for Proposal specifications. Staff therefore recommends entering the multi-term contract with Pete Lien & Sons through 2025. A copy of the Bid Tabulations is attached for reference.

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 award the Supply and Delivery of Pebble Lime for 2022-2025 to Pete Lien & Sons, Inc., Rapid City, South Dakota.

Sample Motion

Move to approve the proposal from Pete Lien & Sons, Inc, Rapid City, South Dakota, for the Supply and Delivery of Pebble Lime 2022-2025 to the Platte Generating Station.

Confidential Pebble Lime Supply Bid Tabulation
 ALL INFORMATION INCLUDED HEREIN IS PROPRIETARY AND CONFIDENTIAL

	2022-2023	2024	2025	2019-2020	2021	2022	2019-2020	2021	2022	2019-2020	2021	2022	2019-2020	2021	2022	2019-2020	2021	2022
	Pete Lien & Sons	Pete Lien & Sons	Pete Lien & Sons	Pete Lien & Sons	Pete Lien & Sons	Pete Lien & Sons		Mississippi Lime	Mississippi Lime	Mississippi Lime		Graymont	Graymont	Graymont		Lhoist	Lhoist	Lhoist
Source	Laramie, WY	Laramie, WY	Laramie, WY	Laramie, WY	Laramie, WY	Laramie, WY		Ste. Genevieve, Mo	Ste. Genevieve, Mo	Ste. Genevieve, Mo						Ste. Genevieve, Mo	Ste. Genevieve, Mo	Ste. Genevieve, Mo
Product	Lime	Lime	Lime	Lime	Lime	Lime		Lime	Lime	Lime		Lime	Lime	Lime		Lime	Lime	Lime
Price per Ton	\$124.67	\$128.41	\$132.26	\$104.00	\$107.12	\$110.33		not provided	not provided	not provided		\$ 120.00	annual adjustment	annual adjustment		\$ 203.00		
Freight Cost Per Ton	\$71.89	\$74.05	\$76.27	\$65.80	\$67.80	\$69.80		not provided	not provided	not provided		\$ 150.00	annual adjustment	annual adjustment		\$ 107.36		
Fuel surcharge	fuel DOE index	fuel DOE index	fuel DOE index	fuel DOE index	fuel DOE index	fuel DOE index		30% on freight S.S.holidays	30% on freight S.S.holidays	30% on freight S.S.holidays						\$ 15.03		
Delivered per ton w/o tax	\$196.56	\$202.46	\$208.53	\$169.80	\$174.92	\$180.13		\$ 196.00	\$ 204.00	\$ 212.00		\$ 270.00	annual adjustment	annual adjustment		\$ 325.39		
Available CaO Quality Factor	0.950	0.950	0.950	0.950	0.950	0.950		0.945	0.945	0.945		0.940				0.920		
quality adjusted total delivered \$	\$206.91	\$213.12	\$219.51	\$178.74	\$184.13	\$189.61		\$207.41	\$215.87	\$224.34		\$287.23	annual adjustment	annual adjustment		\$353.68		
Total Annual Cost Est, 2500 T	\$517,263.16	\$532,789.47	\$548,763.16	\$446,842.11	\$460,315.79	\$474,026.32		\$518,518.52	\$539,682.54	\$560,846.56		\$718,085.11	\$718,085.11	\$718,085.11		\$884,211.96	not offered	not offered
Total 3 year cost			\$1,598,815.79			\$1,381,184.21				\$1,619,047.62				\$2,154,255.32				not offered
Comments	DOE Fuel Index @ \$2.5	DOE Fuel Index @ \$2.5	DOE Fuel Index @ \$2.5	DOE Fuel Index @ \$2.5	DOE Fuel Index @ \$2.5	DOE Fuel Index @ \$2.5		0.00%	Can not Calculate Surcharge	Can not Calculate Surcharge	Can not Calculate Surcharge		Can not calculate cost increase	Can not calculate cost increase				
	Recommended Supply	Recommended Supply	Recommended Supply															

RESOLUTION 2022-154

WHEREAS, Pete Lien & Sons was awarded the multi-term contract through September 2022 at the City Council Meeting on August 27, 2019; and

WHEREAS, review of the 2019 proposed procurement period the bidder has an option to provide extensions or longer procurement periods considered at the sole discretion of the City; and

WHEREAS, Pete Lien & Sons current price through September 2025 compared with the alternate bids from the original proposals is still the lowest total cost and best overall proposal that satisfied all requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Pete Lien & Sons, Inc., of Rapid City, South Dakota will be awarded the multi-term contract for the supply and delivery of pebble lime through September 2025.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 10, 2022	☒ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-7

#2022-155 - Approving Purchase of 10 CY Dump Truck for the Street Division of the Public Works Department

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: June 14, 2022

Subject: Approving Purchase of 10 CY Dump Truck for the Street Division of the Public Works Department

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The Streets Division of the Public Works Department has budgeted funds for a new 10 CY Dump Truck for the 2021/2022 fiscal year. Once received, the new dump truck will be replacing an existing unit in the fleet.

Due to lack of new equipment availability and limited production at this time, the new truck is not expected to be scheduled for build out until July of 2023. An existing truck will be offered for trade-in or sold as part of this transaction. The truck offered for trade-in or sale will continue to be utilized by the Streets Division until the new truck arrives. This continued use will add additional wear and increase the hour meter and therefore may affect the value. Also, due to the volatility of the used equipment market the value of the trade-in equipment could vary a good deal with this long lead time. Therefore the trade-in or sale value will be determined once the estimated delivery date is determined.

The existing unit planned for replacement is Unit 222; 2008 Sterling LT7500 with dump body, 6,533 hours, and repair cost to purchase ratio of 1.16. This unit is primarily used for plowing snow and hauling materials, such as broken concrete pavement, dirt, street sweepings, and snow.





Unit 222



Discussion

The specifications for the dump trucks purchased the last few years have included features the City had previously spent time and money installing after the truck is built. This includes flashing & strobe lights and a tarp system that covers the truck box when hauling materials that can blow out of the box (like leaves and street sweepings) and also 44” tall side walls on the truck box. The truck will also come installed with new safety features such as back-up camera. This has been a good option for the Streets Division as there is virtually no down time once the new unit(s) are received and therefore this same method will be used again.

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

To meet competitive bidding requirements, the Streets Division obtained pricing from the Sourcewell Contract No. 060920-NVS awarded to Navistar, Inc.; with Hansen International Truck, Inc. of Grand Island, NE assigned as our authorized dealer.

Per the Sourcewell Contract No. 060920-NVS the price for a new 10 CY dump truck (2024 International HV607 SBA with dump body) that meets the City’s requirements, will be \$144,917.81.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a 2024 International HV607 SBA with dump body from Hansen International of Grand Island, NE for a net purchase price of \$144,917.81.

Sample Motion

Move to approve the purchase 2024 International HV607 SBA with dump body from Hansen International of Grand Island, NE for a net purchase price of \$144,917.81.

RESOLUTION 2022-155

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance, cooperative purchasing group was utilized to a secure competitive bid for one (1) 10 CY Dump Truck by the Streets Division of the Public Works Department; and

WHEREAS, Sourcewell Contract No. 060920-NVS was awarded to Navistar, Inc. and authorized Hansen International of Grand Island, NE to offer said contract pricing to the City of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of a 2024 International HV607 SBA with dump body from Hansen International of Grand Island, NE for a net purchase price of \$144,917.81.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment for a 2024 International HV607 SBA with dump body from Hansen International of Grand Island, NE is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 10, 2022	☒ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-8

**#2022-156 - Approving Purchase of Salt Truck/5 CY Dump Truck
for the Street Division of the Public Works Department**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: June 14, 2022

Subject: Approving Purchase of Salt Truck/5 CY Dump Truck for the Street Division of the Public Works Department

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The Street Division of the Public Works Department has budgeted funds for a new Salt Truck/5 CY Dump Truck for the 2021/2022 fiscal year. Once received, the new salt/dump truck will be replacing an existing unit in the fleet.

Due to lack of new equipment availability and limited production at this time, the new truck is not expected to be scheduled for build out until January of 2023. An existing salt truck will be offered for trade-in or sold as part of this transaction. The truck offered for trade-in or sale will continue to be utilized by the Streets Division until the new truck arrives. This continued use will add additional wear and increase the hour meter and therefore may affect the value. Also, due to the volatility of the used equipment market the value of the trade-in equipment could vary a good deal with this long lead time. Therefore the trade-in or sale value will be determined once the estimated delivery date is determined.

The existing unit planned for replacement is Unit 226; 2003 GMC C7500 with material spreader body, 2,017 hours, and repair cost to purchase ratio of 1.60. This unit is primarily used for ice control via spreading roadway salt and occasionally for spreading sand for spills on the roadway.



Unit 226



Discussion

The specifications for this equipment will include a single axle dump truck with slide in salt spreader box (and necessary controls) so that it may be used as either a dump truck or as a salt spreader truck.

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

To meet competitive bidding requirements, the Streets Division obtained pricing from the Sourcewell Contract No. 060920-NVS awarded to Navistar, Inc.; with Hansen International Truck Inc of Grand Island, NE assigned as our authorized dealer.

Per the Sourcewell Contract No. 060920-NVS the price for a new Salt Truck/5 CY Dump Truck (2024 International MV607 SBA with dump body and spreader box) that meets the City’s requirements, will be \$135,349.17.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a 2024 International MV607 SBA with dump body and spreader box from Hansen International of Grand Island, NE for a net purchase price of \$135,349.17.

Sample Motion

Move to approve the purchase MV607 SBA with dump body and spreader box from Hansen International of Grand Island, NE for a net purchase price of \$135,349.17.

RESOLUTION 2022-156

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance, cooperative purchasing group was utilized to a secure competitive bid for one (1) Salt Truck/5 CY Dump Truck by the Street Division of the Public Works Department; and

WHEREAS, Sourcewell Contract No. 060920-NVS was awarded to Navistar, Inc. and authorized Hansen International of Grand Island, NE to offer said contract pricing to the City of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of a 2024 International MV607 SBA with dump body and spreader box from Hansen International of Grand Island, NE for a net purchase price of \$135,349.17.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment for a 2024 International MV607 SBA with dump body and spreader box from Hansen International of Grand Island, NE is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 10, 2022	☒ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-9

#2022-157 - Approving Agreement with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2023 Fiscal Year Transportation Planning Program

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Allan Zafft AICP, MPO Program Manager

Meeting: June 14, 2022

Subject: Approving Agreement with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2023 Fiscal Year Transportation Planning Program

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

All agreements must be approved by the City Council and will be acted on when agreements are received from the Nebraska Department of Transportation. In March 2013, the City of Grand Island was designated as an urbanized area with a population over 50,000 which require the metropolitan area to establish a transportation planning process in accordance to Title 23 CFR 450 of the current federal transportation bill. As a requirement in this process, the Metropolitan Planning Organization (MPO) develops annually a Unified Planning Work Program (UPWP) describing the work activities and funding required by the Grand Island Area Metropolitan Planning Organization (GIAMPO) to carry-out these mandates.

Discussion

The Grand Island Area Metropolitan Planning Organization (GIAMPO) has drawn up a Unified Planning Work Program with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for fiscal year 2023 (July 1, 2022- June 30, 2023).

The attached Exhibit “A” Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C. Section 134 of the Infrastructure Investment and Jobs Act (IIJA) (also known as the “Bipartisan Infrastructure Law”),, Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Transportation, Federal Highway Administration, and Federal Transit Administration.

The total cost of the Eligible Planning Activities under the agreement (FY 2023 Planning Agreement) is currently estimated to be \$167,863.41, with the federal share estimated to be \$134,290.73, and the MPO's share estimated to be \$33,572.68.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

Agreement No.	UL2202
Fiscal Year	July 1, 2022 through June 30, 2023
Agreement Amount	\$167,863.41

PROGRAM AGREEMENT FEDERAL PLANNING FUNDS METROPOLITAN PLANNING ORGANIZATIONS

GRAND ISLAND AREA METROPOLITAN PLANNING ORGANIZATION
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. PLG-1(60), STATE CONTROL NO. CN 01047G
FY 2023 PLANNING (PL) AGREEMENT

THIS AGREEMENT is between the Grand Island Area Metropolitan Planning Organization (GIAMPO) who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, federal law requires that MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population, and

WHEREAS, MPO has established and maintains a planning process that complies with federal law, and

WHEREAS, there are Federal-aid Planning Funds (PL Funds or PL Funding) available to provide pro-rata reimbursement to MPO for its Eligible Planning Activities, and

WHEREAS, MPO has been designated as the recipient agency for the Grand Island metropolitan area for PL Funds, and

WHEREAS, Federal law provides that State will be a representative for the Federal Highway Administration (FHWA) in reviewing requests for reimbursement of MPO Eligible Planning Activities, and that reimbursements will be made through State, and

WHEREAS, MPO has developed and submitted a Unified Planning Work Program document ("UPWP") which is attached hereto as **Exhibit "A"**; it has been reviewed and approved by FHWA, and

WHEREAS, this Agreement applies only to the part of MPO's UPWP Eligible Planning Activities overseen by FHWA, and

WHEREAS, this Agreement governs the reimbursement of Eligible Planning Activities conducted between July 1, 2022, and June 30, 2023, and

WHEREAS, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost reimbursable under this Agreement is currently estimated to be \$167,863.41; the federal share is estimated to be \$134,290.73, and MPO's share is estimated to be \$33,572.68, and

WHEREAS, MPO's UPWP has been approved and MPO desires to incur costs for eligible tasks and activities that will be reimbursed with PL Funds under the designation of Project No. PLG-1(60), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "B"**.

NOW THEREFORE, in consideration of these facts, MPO and State agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Agreement the following terms are used, they mean the following:

“**CFDA**” means Catalog of Federal Domestic Assistance.

“**CFR**” means the Code of Federal Regulations.

“**ELIGIBLE PLANNING ACTIVITIES**” means tasks or activities performed by MPO or its consultants, subconsultants, agents, or representatives which are eligible for reimbursement with PL Funds and that have been identified in MPO’s approved UPWP.

“**FHWA**” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“**MPO**” means a Metropolitan Planning Organization qualified under federal law.

“**NEB. REV. STAT**” means the Nebraska Revised Statutes as set forth in Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**RESPONSIBLE CHARGE**” or “**RC**” means the employee of MPO or of a city/county within MPO, or elected official of a city/county within MPO, who has been empowered by MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of MPO’s planning program and process. The RC works regularly with planning issues and is MPO’s point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO’s interests in the delegated technical tasks.

“**UNIFIED PLANNING WORK PROGRAM (UPWP)**” means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The UPWP describes planning activities to be completed, estimates the cost for the planning activities, and indicates the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the UPWP; however, all federally funded studies should be included in the UPWP. This Agreement applies only to the part of MPO’s UPWP related to highway, road, street or other planning activities overseen by FHWA. This Agreement does not apply to transit planning activities of MPO’s UPWP overseen by the Federal Transit Administration. State and MPO will enter into a separate agreement for reimbursement of transit planning activities.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States.

SECTION 2. DURATION OF THIS AGREEMENT (specific to PL agreements)

2.1 **Effective Date** – This Agreement is effective when executed by the Parties.

2.2 **Expiration Date** – This Agreement will expire when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any Extension of the Initial Duration, and the waiver or completion of the project financial audit and cost settlement.

- 2.3 **Initial Duration** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning July 1, 2022, and ending June 30, 2023.
- 2.4 **Extension of the Agreement** - State may, in its sole discretion, extend the duration of this Agreement in writing, for an additional period of time up to, but not to exceed, one-half of the Initial Duration of the Agreement. State will notify MPO of the State’s exercise of its right to extend this Agreement approximately one month prior to the expiration of the Initial Duration of the Agreement.
- 2.5 **Identifying Date** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.6 **Termination or suspension** – State reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

3.1 MPO has authorized the City of Grand Island’s Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit “B”**, and incorporated herein by this reference.

3.2 MPO desires that MPO’s attached UPWP be developed under the designation of Project No. PLG-1(60) as evidenced by the Resolution of City Council, attached as **Exhibit “B”**

3.3 Purpose

MPO wishes to be reimbursed with PL Funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for PL Funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with PL Funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its UPWP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for PL Funding.

3.4 MPO RESPONSIBILITIES

3.4.1 MPO shall meet all federal transportation planning requirements and shall select and manage necessary committees and staff, and consult, collaborate and coordinate with State to accomplish the Eligible Planning Activities.

3.4.2 MPO shall select qualified personnel as needed to complete the Eligible Planning

Activities, and oversee any consultants selected to perform such activities. MPO shall submit to State a listing of all qualified personnel that may be selected or assigned to the work contemplated therein prior to submitting the first invoice to State. Said listing shall indicate each person's job title or classification, qualifications, and salary range. MPO may make occasional temporary changes to qualified personnel. However, MPO shall submit an updated list to reflect permanent changes to qualified personnel.

- 3.4.3 MPO, when choosing to use a consultant to complete Eligible Planning Activities under this Agreement, shall follow all guidelines and requirements outlined in State's LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual") in regard to the method of procurement, evaluation, selection, and contract types. The selected consultant must be certified to provide Transportation Planning Services by State. MPO shall be responsible to determine that the consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor when hiring for professional engineering or architectural services. MPO shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of LPA Guidelines Manual.
- 3.4.4 MPO shall arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the UPWP.
- 3.4.5 MPO shall obtain written approval from State and FHWA when, after consultation with State, MPO determines that amendments to the UPWP are necessary. MPO shall obtain written concurrence from State when, after consultation with State, MPO determines that administrative modifications to the UPWP are necessary.
- 3.4.6 MPO shall only seek reimbursement for actual costs incurred for Eligible Planning Activities. The salaries and expenses of the Chair or members of GIAMPO's Board will not be reimbursed as an Eligible Planning Activity.
- 3.4.7 MPO shall submit accurate and complete invoices in accordance with SECTION 8. FINANCIAL RESPONSIBILITY of this Agreement, and shall provide additional documentation when requested by State. MPO shall be solely responsible for all costs not reimbursed under this Agreement.
- 3.4.8 MPO shall keep signed time records detailing time spent on Eligible Planning Activities, including the date and hours worked. When requested by State, MPO shall submit time records to State.
- 3.4.9 MPO agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid planning activities. MPO understands that failure to meet any eligibility requirements for PL Funding may result in the loss of all PL Funds. In the event that the acts or omissions of the RC, MPO or its agents or representatives result in a finding that planning activities are ineligible for PL Funds, MPO will repay State all previously paid PL Funds, as determined by State, including but not limited to, any costs reimbursed for the time and expenses of the RC.

3.5 STATE RESPONSIBILITIES

- 3.5.1 Complete the duties assigned to State in this Agreement.
- 3.5.2 Determine and notify MPO of the estimate of PL Funding availability, including carry-over and annual allocation target.
- 3.5.3 Provide technical assistance to MPO regarding PL Funding eligibility issues, when requested by MPO.
- 3.5.4 Verify all invoices submitted by MPO are complete, accurate, and represent actual costs for Eligible Planning Activities.
- 3.5.5 Pay MPO the federal share of the actual costs of Eligible Planning Activities as reflected on an approved invoice.
- 3.5.6 Bill and collect from MPO any previously paid funds determined to be ineligible by FHWA.

3.6 PARTIES RESPONSIBILITY

- 3.6.1 Parties agree to cooperatively review and adjust, when necessary, the scope, schedules, funding, priorities, or staffing of MPO’s work to make sure the UPWP needs and goals are accomplished by MPO in accordance with the federal requirements for use of PL Funds.
- 3.6.2 Parties will supplement this Agreement to reflect any changes necessary to accomplish 3.6.1, with advance approval of the Federal Highway Administration.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 MPO hereby designates Allan Zafft as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.
 - 4.2.1 MPO understands the duties and responsibilities of MPO and RC as outlined in the LPA Guidelines Manual.
 - 4.2.2 MPO has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
 - 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in “Public Employee” above.
 - 4.2.4 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC’s work meets the same standards that State must meet under federal law.
 - 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State’s Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State’s Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

- 5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.
- 5.2 **The Applicable Legal and Contract Requirements.**

5.2.1 Title 23 U.S.C., and 23 CFR, – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.

5.2.2 LPA Guidelines Manual - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's Eligible Planning Activities funded with PL Funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event MPO believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, MPO shall seek guidance or clarification from State's Local Project Section Engineer or State's Highway Planning Manager, and shall make its best effort to comply with such guidelines or clarification.

5.3 Loss of Funding. In order for MPO to receive federal funds for any part of the Eligible Planning Activities under this Agreement, MPO shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

SECTION 7. FEDERAL AUDIT REQUIREMENT

7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

7.2 MPO shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for MPO Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

7.3 If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Transportation

Program Title: Highway Planning and Construction (Federal-Aid Highway

Program)

CFDA Number: 20.205

Project Number: PLG-1(60)

- 7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 8. FINANCIAL RESPONSIBILITY

8.1 TOTAL COSTS AND FUNDING COMMITMENTS

The total cost of the Eligible Planning Activities is \$167,863.41. The federal share \$134,290.73 is the sum of the carryover PL Funds from the last Fiscal Year \$12,975.17 and PL Funds from the upcoming Fiscal Year \$121,315.56. The amount of new and carryover PL Funds are estimated based on information available at the time of the agreement and are subject to change. The availability of the PL Funds is based on the continuation of existing funding levels. MPO has earmarked and has placed in its fiscal budget at least the amount of the local match. MPO's share may include both in kind services and a local match. The in-kind services for these Eligible Planning Activities are estimated to be \$33,572.68. This Agreement may be supplemented if additional funding becomes available.

9.1 MPO'S FINANCIAL RESPONSIBILITY

MPO understands that payment for the costs of the Eligible Planning Activities, are the sole responsibility of MPO when Federal participation is not allowable or available or if the planning activities are subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the planning activities, MPO is responsible for all costs with no reimbursement under this Agreement.

8.3 REIMBURSEMENT OF ACTUAL COSTS INCURRED BY MPO

8.3.1 MPO incurred costs of Eligible Planning Activities may be reimbursed with federal funds at actual costs if:

- a. MPO submits an UPWP budget and FHWA approves such budget
- b. State has obtained federal funds obligation
- c. Eligible Planning Activities performed prior to July 1, 2022, and after June 30, 2023, are ineligible for Federal-aid reimbursement
- d. MPO obtains the approval of State and of FHWA prior to the purchase of any specialized equipment over \$5,000. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of MPO. Such equipment must be required for and used primarily for Eligible Planning Activities. The cost of this specialized equipment must be reasonable as determined by State or FHWA
- e. MPO agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs
- f. MPO submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MPO is responsible for submitting for reimbursement the total actual costs expended that are eligible for federal-aid. State, on behalf of FHWA, will review the costs

submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by the State. MPO shall submit those records to State upon request.

g. All Invoices are submitted on or before August 29, 2023.

8.3.2 MPO is required to submit their reimbursement requests of actual costs incurred to State's Highway Planning Manager. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

The reimbursement request package must include the following:

1. Invoice: The invoice must include the following:
 - a. MPO name and address
 - b. Invoice number
 - c. Invoice date
 - d. Invoicing period (beginning date and ending dates of services)
 - e. Agreement Number
 - f. Project identification (Project Number, Control Number, and Project Location/Description)
 - e. Contact person for questions about the invoice
 - f. Breakdown of MPO's expenses
 - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
 - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
 - iv. Direct Non-Labor Costs
 - v. Subcontractors/subconsultant expenses
 - g. Federal share and Local share to match the federal amount breakdown of expense.
2. Cost Breakdown Form: Each reimbursement request package must include a completed "Cost Breakdown Form" (NDOT Form 162lpa) properly prepared, signed and dated. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
3. Progress Report: A Progress Report must accompany the reimbursement request and, in accordance with 23 CFR 420.117, must include the following:
 - a. Comparison of actual performance with established goals
 - b. Progress in meeting schedules
 - c. Comparison of budgeted (approved) amounts and actual costs incurred.
Cost overruns and underruns
 - e. Approved planning program revisions, and
 - f. Other pertinent supporting data
4. Breakdown of subcontractors/subconsultant expenses
 - a. Must be noted as paid and signed by appropriate representative

8.3.3 It is understood that when utilizing PL Funds for travel expenses related to

Eligible Planning Activities outside MPO area, MPO will submit detailed travel information to State either prior to the travel, or submitted with the PL billing statement. The reimbursement for meal and lodging rates shall be actual costs limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 8.3.4 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the Federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay MPO within thirty (30) days of State's receipt of MPO's reimbursement request.
- 8.3.5 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MPO are allowable under this agreement, including any subcontractor/subconsultant agreements.
- 8.3.6 Oversight costs include: direct costs, such as compensation of MPO employees for their time devoted and related directly to the performance of the Eligible Planning Activities for which the federal-aid was approved; cost of materials consumed for the Eligible Planning Activities; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual.

8.4 AUDIT AND FINAL COST SETTLEMENT

- 8.4.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.
- 8.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate. MPO agrees to reimburse State for MPO's share of State's cost of performing the audit. These costs will not exceed \$2,500.
- 8.4.3 If MPO's calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.
- 8.4.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference and will make a reasonable effort to pay MPO within thirty (30) days of the completion of the audit.

SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES

MPO shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in the LPA Guidelines Manual.

SECTION 10. PROFESSIONAL PERFORMANCE

It is understood by the Parties that MPO is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or

examination by State, or acceptance or use of the work product of MPO or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its consultant.

SECTION 11. INDEMNITY

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

- 12.1 MPO shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location: <http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>
- 12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at the following location: <http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>
- 12.3 Consultants, subconsultants, agents, or representatives providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, subconsultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

SECTION 13. DRUG FREE WORKPLACE

MPO shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 14. RECORDS RESPONSIBILITY

- 14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by the State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.

- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of State or Federal Highway Administration."
- 14.5 In the event of failure of agreement between State and MPO relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- 14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- 14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If MPO performs any Eligible Planning Activities itself, MPO shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "MPO".

SECTION 16. DISABILITIES ACT

MPO agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

MPO agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

18.1 Policy

MPO shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

18.2 Disadvantaged Business Enterprises (DBEs) Obligation

MPO and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, MPO shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, MPO, for itself, its assignees and successors in interest agrees as follows:

19.1 Compliance with Regulations:

MPO shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

19.2 Nondiscrimination:

MPO, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. MPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

19.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by MPO for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by MPO of MPO's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

19.4 Information and Reports:

MPO shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, MPO shall so certify

to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

19.5 Sanctions for Noncompliance:

In the event of MPO's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to MPO under this Agreement until MPO complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

19.6 Incorporation of Provisions:

MPO shall include the provisions of sections 19.1 through 19.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, subgrants, loans, and cooperative

agreements) and that all subrecipients shall certify and disclose accordingly.

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

SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

SECTION 23. PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the MPO this _____ day of _____, 2022.

WITNESS:

MPO

Roger G. Steele

Grand Island City Clerk

Mayor of the City of Grand Island

EXECUTED by the State this _____ day of _____, 2022.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Ryan Huff, P.E.

Chief Strategy Officer
Strategic Planning Division

FY 2023 Unified Planning Work Program



May 24, 2022
Exhibit "A"



May 2022

The preparation of this document was financed in part with funding from the United States Department of Transportation (USDOT), administered by the Nebraska Department of Transportation (NDOT). The opinions, findings, and conclusions expressed in this publication are those of the authors and do not necessarily represent USDOT or NDOT.

Title VI Notice: Grand Island Area Metropolitan Planning Organization (GIAMPO) fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities.

Americans with Disabilities Act (ADA) Information:

Individuals requiring reasonable accommodations may request written materials in alternate formats which include interpreter services, large print, readers, hearing assistance or other reasonable accommodations by contacting the City of Grand Island at 308-385-5455.

Additional copies of this document may be obtained by contacting:

City of Grand Island
Public Works Department
City Hall
100 East First Street
Grand Island, NE. 68802

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Membership

Grand Island Area Metropolitan Planning Organization (GIAMPO) Unified Planning Work Program for Fiscal Year 2023

Policy Board Members

Chair – Roger G. Steele
Vice-Chair – Mitch Nickerson
MPO Director/Secretary – John Collins

Grand Island Mayor: Roger G. Steele

Grand Island City Council Members: Mitch Nickerson, Jason Conley, Michelle Fitzke

Hall County Board of Supervisors Members: Ron Peterson, Gary Quandt

Hall County Regional Planning Commission Chairperson: Pat O'Neill

Nebraska Department of Transportation Director: John Selmer

Ex-Officio (non-voting) Members include:

FHWA Nebraska Division Administrator: Joseph Werning

FTA Region VII Administrator: Mokhtee Ahmad

Approved Ex-Officio (non-voting) Other Members:

City of Grand Island: Jerom Janulewicz, John Collins, Keith Kurz, Chad Nability

Nebraska Department of Transportation: Craig Wacker, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

Chair – Chad Nabity

Vice Chair – Steve Riehle

MPO Director/Secretary – John Collins

Grand Island City Engineer/Public Works Director: John Collins

Grand Island City Administrator: Jerom Janulewicz

Grand Island Manager of Engineering Services: Keith Kurz

Grand Island Transit Program Manager: Charley Falmlen

Hall County Regional Planning Director: Chad Nabity

Hall County Engineer: Steve Riehle

NDOT Highway Planning Manager: Craig Wacker

NDOT District Four Engineer: Wes Wahlgren

Merrick County Public Works Director or Highway Superintendent: Mike Meyer

One representative from the Village of Alda: Ramona Schafer

The Board of the Central Nebraska Regional Airport may appoint one representative: Mike Olson

Ex-Officio (non-voting) Members:

FHWA Nebraska Division Transportation Planner or designee: Justin Luther

FTA Region VII Transportation Planner or designee: Mark Bechtel, Logan Daniels, Eva Steinman

NDOT Local Projects Division Urban Engineer: Jodi Gibson

Grand Island Finance Director: Patrick Brown

Grand Island Street Superintendent: Shannon Callahan

One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the Policy Board as needed: Sara Thompson Cassidy, Bentley Tomlin

One representative from the Grand Island Area Chamber of Commerce: Cindy Johnson

One representative from the Grand Island Area Economic Development Corporation: Mary Berlie

Abbreviations and Acronyms

ADA	Americans with Disabilities Act
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
CFR	Code of Federal Regulations
CMAQ	Congestion Mitigation Air Quality
DOD	Department of Defense
DOT	Department of Transportation
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FLMA	Federal Land Management Agency
FTA	Federal Transit Administration
FY	Fiscal Year
GIAMPO	Grand Island Area Metropolitan Planning Organization
GIS	Geographical Information System
HPMS	Highway Performance Management System
LEP	Limited English Proficiency
IIJA	Infrastructure Investment and Jobs Act
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
NDOT	Nebraska Department of Transportation
ONE DOT	Federal Highway Administration and Federal Transit Administration
PEA	Planning Emphasis Areas
PPP	Public Participation Plan
STRAHNET	Strategic Highway Network
TAC	Technical Advisory Committee
TDM	Travel Demand Model
TDP	Transit Development Plan
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program
3-C	Continuing, Cooperative, and Comprehensive

Introduction

What is the UPWP?

The purpose of the Unified Planning Work Program (UPWP) is to provide the citizens of the Grand Island Area Metropolitan Planning Organization (GIAMPO) and all partnering governing bodies with an outline of the Metropolitan Planning Organization's (MPO) planned work activities for fiscal year 2023 (July 1, 2022 to June 30, 2023). The UPWP is a budget document prepared annually, and it may be amended by the GIAMPO Policy Board as priorities and activities change.

The UPWP provides guidance and serves as a management mechanism for scheduling, budgeting, and evaluating the planning activities of GIAMPO. The UPWP defines the major administrative and technical work elements for a specific planning year and identifies the major sources of funding for these projects. The primary purpose of the UPWP is to ensure adherence to/compliance with provisions of 23 CFR 450. The UPWP guides GIAMPO in completing the work elements that lead to the development and implementation of the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The work elements defined in the UPWP are reviewed and approved by GIAMPO, ONE DOT (Federal Highway Administration and Federal Transit Administration), and the Nebraska Department of Transportation (NDOT) who in turn have designated the City of Grand Island as the contracting agent responsible for administering and performing these elements approved within the program.

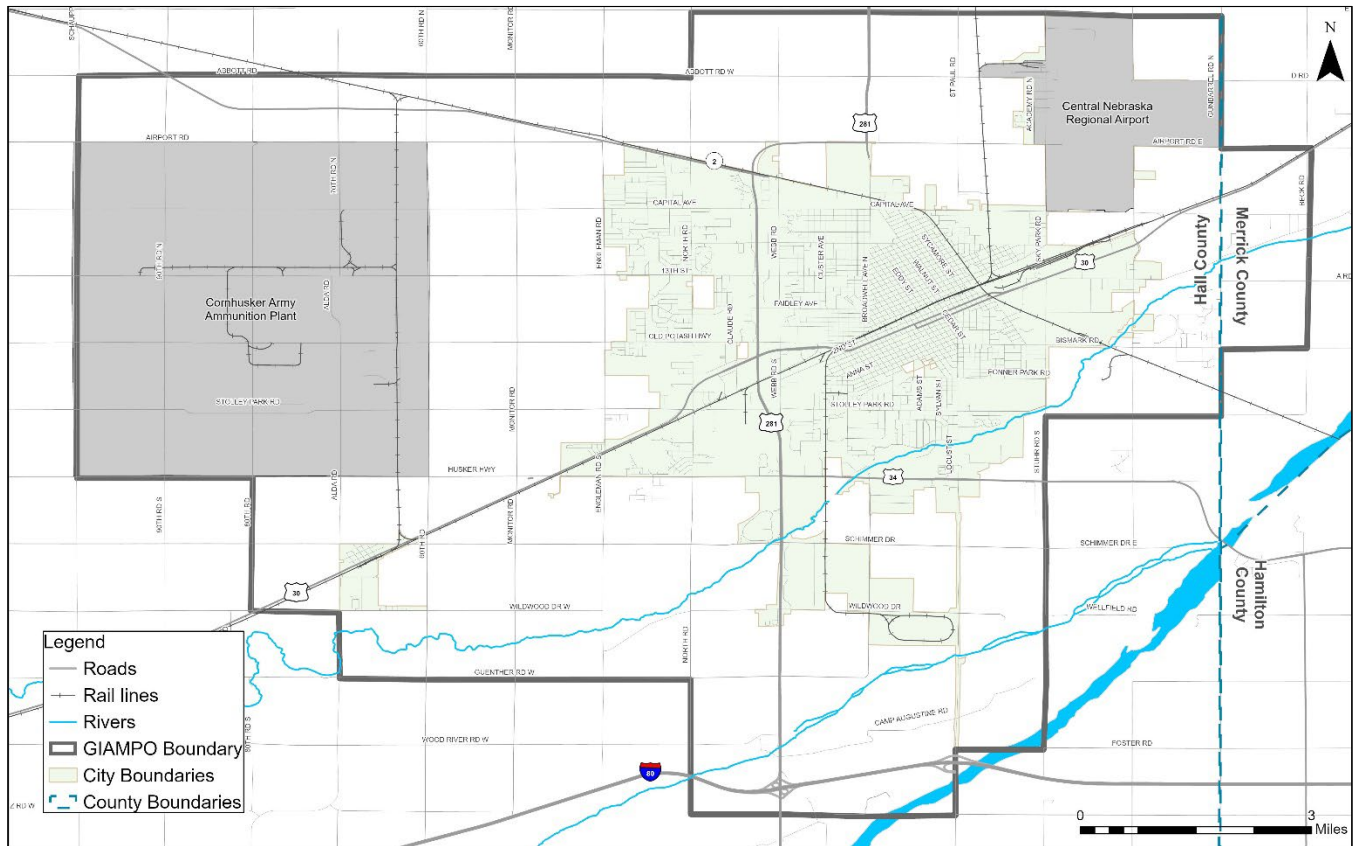
What is GIAMPO?

The Grand Island Area Metropolitan Planning Organization (GIAMPO) is the federally required Metropolitan Planning Organization (MPO) to carry out the Continuing, Cooperative, and Comprehensive (3-C) transportation planning process for the Grand Island metropolitan region. Responsibilities of GIAMPO include, but are not limited to:

- Providing the forum for local decision-making on transportation issues of a regional nature.
- Encouraging and seeking public involvement throughout the planning and development of the area's transportation plans and programs.
- Facilitating the development of all planning elements for the Metropolitan Planning Area
- Submitting transportation planning documents to the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Nebraska Department of Transportation (NDOT).

GIAMPO is responsible for transportation planning activities within a geographic area identified as the Metropolitan Planning Area (MPA). GIAMPO's MPA is comprised of the City of Grand Island, Village of Alda, portions of Hall County, and a portion of west Merrick County. The MPA is shown in **Figure 1**.

Figure 1 – GIAMPO Metropolitan Planning Area (MPA)



GIAMPO’s structure is formed by two designated committees – Policy Board and Technical Advisory Committee (TAC). GIAMPO staff provides support to these committees.

Policy Board

The Policy Board is the governing body of GIAMPO. It is comprised of mostly elected officials that establish the overall policy direction for GIAMPO’s planning activities. The Policy Board has the final responsibility of these activities, and it approves the MPO work products such as the UPWP, LRTP, and TIP.

Technical Advisory Committee

The Technical Advisory Committee (TAC) is a staff-level committee, which advises the Policy Board on technical matters related to MPO work products, transportation policies, and other technical studies and plans considered by GIAMPO. The TAC can establish subcommittees to provide technical and recommendations to them on transportation-related projects or issues. In 2016, a Non-Motorized subcommittee was created to act as the advisory body to the TAC on the development of the GIAMPO Bicycle and Pedestrian Master Plan.

Staff

The GIAMPO staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the

area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a MPO Program Manager supported by the Director of Public Works/City Engineer and the Public Works staff in conjunction with the Director of the Hall County Regional Planning Department, and administrative staff.

MPO FY 2023 Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months	Est. Hours
Professional Staff (MPO Program Manager) - Direct	11.08	1,920
Administrative Staff (Administrative Coordinator) - Direct	0.14	25

Federal Requirements for Transportation Planning

The *Fixing America's Surface Transportation Act* or "FAST Act", became law on December 4, 2015, and continues the Metropolitan Planning program. This program continues the federal requirement of the metropolitan transportation planning process to be continuous, cooperative, and comprehensive. The FAST Act includes ten (10) factors required for consideration in the planning process. The UPWP includes work activities to be accomplished over fiscal year 2023 which will address these factors. The ten (10) factors are the following:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility options available to people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

In November 2021 the Infrastructure Investment and Jobs Act (IIJA) was signed into law. This legislation carries forward the policies, programs, and initiatives established by preceding legislation (FAST Act and MAP-21) to maintain and improve the nation's surface transportation system. The IIJA carries forward and expands on these policies and introduces new policies and programs that address new and emerging issues that face the nation's transportation system. These issues include mitigating impacts to existing infrastructure due to climate change, developing and maintaining system resiliency, ensuring equity, researching and deploying new technologies, and improving safety for all users.

Planning Emphasis Areas

The FHWA and FTA jointly issued new Planning Emphasis Areas in December 2021. The Planning Emphasis Areas are areas that FHWA divisions and FTA regional offices should emphasize when working with State Departments of Transportation (DOT) and MPOs as they develop their planning work programs. These Planning Emphasis Areas are:

- Tackling the Climate Crisis – Transition to a Clean Energy Resilient Future
- Equity and Justice40 in Transportation Planning
- Complete Streets
- Public Involvement
- Strategic Highway Network (STRAHNET) / US Department of Defense (DOD) Coordination
- Federal Land Management Agency (FLMA) Coordination
- Planning and Environment Linkages
- Data in Transportation Planning

The planning work of GIAMPO endeavors to consider each of these areas.

FY 2022 GIAMPO Accomplishments

The items listed below are the major activities completed during the previous fiscal year:

- Approved amendments and/or administrative modifications to the 2045 Long Range Transportation Plan, FY 2022-2026 Transportation Improvement Program, and FY 2022 Unified Planning Work Program
- Adopted the FY 2023-2027 Transportation Improvement Program and FY 2023 Unified Planning Work Program for the GIAMPO Metropolitan Planning Area
- Adopted the MPO targets for CY 2022 safety performance measures
- Adopted the Limited English Proficiency Plan
- Initiated the process to develop the Transit Development Plan
- Continued development and maintenance of planning data repository/GIS datasets

MPO FY 2023 Work Elements

The following pages detail the work elements that GIAMPO will undertake in FY 2023. These elements are divided into Unified Planning Work Program, Transportation Improvement Program, Public Participation Plan, Short Range Planning Activities, Long Range Transportation Plan, Transit Planning, and Administration/System Management.

Element A - Unified Planning Work Program (UPWP)

Purpose:

Develop and maintain the annual UPWP and budget

Previous Work:

- Monitored and maintained the FY 2022 UPWP
- Developed the FY 2023 UPWP
- Prepared quarterly progress reports and reimbursement requests to NDOT

Activities:

- Maintain the FY 2023 UPWP and budget, and amend the work program and budget through amendments or administrative modifications as needed
- Manage the GIAMPO funding streams and track the status of the UPWP budget and activities
- Prepare quarterly progress reports that document activities accomplished and associated with the UPWP work elements
- Prepare and submit quarterly reimbursement requests to NDOT
- Coordinate GIAMPO’s annual budget with the City of Grand Island’s annual budget
- Maintain the annual FHWA PL grant contract and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities
- Prepare a “DRAFT” FY 2024 UPWP and budget
- Finalize and adopt the FY 2024 UPWP and budget

Work Products:

- Monitoring the FY 2023 UPWP and budget
- Quarterly progress reports and reimbursement requests
- Amendments and administration modifications to the FY 2023 UPWP as needed
- Annual “DRAFT” FY 2024 UPWP
- Annual “FINAL” FY 2024 UPWP

Budget- 200 MPO Program Manager Hours

Unified Planning Work Program Tasks	Costs	Schedule
Quarterly Progress Reports and Reimbursement Requests	\$3,012.68	Quarterly
FY 2023 UPWP Budget Amendments/Admin Modifications	\$2,259.51	Ongoing
“DRAFT” FY 2024 UPWP	\$6,778.53	3rd/4th Quarters
“FINAL” FY 2024 UPWP	\$1,506.34	4th Quarter
Other Activities (i.e. manage funding streams and budget)	\$1,506.34	Ongoing
Other Direct	\$1,000.00	
Total Budget	\$16,063.40	

Element B - Transportation Improvement Program (TIP)

Purpose:

Develop, maintain, and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects.

Previous Work:

- Monitored and maintained the FY 2022-2026 TIP
- Developed the FY 2023-2027 TIP
- Prepared the Annual Listing of Federally Obligated Projects for FY 2021

Activities:

- Develop the Annual Listing of Federally Obligated Projects for FY 2022
- Work with the City of Grand Island staff in developing the City’s one and six street improvement plan for 2023
- Monitor the status of projects in the FY 2023-2027 TIP
- Maintain, revise, and amend the FY 2023-2027 TIP through amendments and administrative modifications as needed
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation
- Coordinate with planning partners regarding TIP activities
- Prepare the “DRAFT” FY 2024-2028 TIP, which includes the coordination of the self-certification of the MPO Planning Process as required
- Finalize and adopt the FY 2024-2028 TIP

Work Products:

- Annual Listing of Federally Obligated Projects for FY 2022
- Amendments and administrative modifications to the FY 2023-2027 TIP as needed
- “DRAFT” FY 2024-2028 TIP
- “FINAL” FY 2024-2028 TIP

Budget- 175 MPO Program Manager Hours

Transportation Improvement Program Tasks	Costs	Schedule
Annual Listing of Federally Obligated Projects for FY 2022	\$660.74	2nd Quarter
FY 2023-2027 TIP Amendments/Admin Modifications	\$1,321.47	Ongoing
Grand Island's 1 and 6 Year Street Improvement Plan	\$1,321.47	2nd Quarter
"DRAFT" FY 2024-2028 TIP	\$6,607.36	3rd/4th Quarters

Transportation Improvement Program Tasks	Costs	Schedule
"FINAL" FY 2024-2028 TIP	\$1,982.21	4th Quarter
Other Activities (i.e. monitor the FY 2023-2027)	\$1,321.47	Ongoing
Other Direct	\$1,000.00	
Total Budget	\$14,214.71	

Element C - Public Participation Plan (PPP)

Purpose:

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

Previous Work:

- Continued making updates and enhancements to the GIAMPO website
- Published notices for meetings and/or public comment periods of MPO work products
- Conducted public comment periods for MPO work products
- Began work on the Public Participation Plan Update
- Adopted the Limited English Proficiency (LEP) Plan, which comprised a Limited English Proficiency analysis

Activities:

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, GITV, and public speaking engagements with civic groups, as requested.
- Develop publications (i.e. pamphlets, handouts, brochures) about the MPO planning process and products as needed
- The GIAMPO website will be maintained and updated for meeting notices, agendas, and/or minutes, and other information regarding transportation planning activities that affect the region.
- Examine options for displaying GIAMPO Geographical Information System (GIS) data on the web page
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities
- Attend public information meetings for transportation improvement projects and/or studies (as needed)
- Conduct public comment periods for MPO work products (i.e. UPWP and TIP)
- Publish notices for meetings and/or public comment periods of MPO work products (i.e. UPWP and TIP)
- Continue to develop and expand GIAMPO databases for public participation particularly environmental justice areas to assess the benefits and burdens of transportation improvements
- Amend and revise the current Public Participation Plan as needed

- Maintain the Title VI Implementation Plan
- Maintain the Limited English Proficiency Plan
- Prepare a “DRAFT” Public Participation Plan Update

Work Products

- Continue to update GIAMPO website
- Continue to update social media sites
- Amendments/administrative modifications to the current Public Participation Plan as needed
- “DRAFT” Public Participation Plan Update

Budget - 200 MPO Program Manager Hours

Public Participation Plan Tasks	Costs	Schedule
Title VI Mitigation/Assessment, including LEP Plan	\$3,012.68	Ongoing
Current PPP Review	\$1,506.34	Ongoing
"DRAFT" PPP Update	\$4,519.02	1st/2nd Quarters
Website Development/Maintenance	\$3,012.68	Ongoing
MPO Education	\$1,506.34	Ongoing
Other Activities (i.e. public notices)	\$1,506.34	Ongoing
Other Direct (i.e. advertising)	\$1,500.00	
Total Budget	\$16,563.40	

Element D - Short Range Planning

Purpose:

Carry out ongoing short range planning activities like mapping, data collection and maintenance, air quality, highway functional classification, and performance measures.

Previous Work:

- Adopted the MPO targets for CY 2022 safety performance measures
- Data interpretation
- Compiled data for GIAMPO planning area
- Developed a dataset for the City Geographic System (GIS) relating to crash data for 2020
- Prepared maps for FY 2023-2027 TIP
- Collected bicycle and pedestrians counts on multi-use trails

Activities:

- Coordinate with NDOT and other agencies in obtaining data for the GIAMPO planning area
- Continue to develop or maintain a planning data repository for the GIAMPO planning area (i.e. demographics, socioeconomic, traffic counts, crashes)
- Work with City of Grand Island's GIS Coordinator to develop and/or update datasets for the City Geographical Information System (GIS) including roads, sidewalks, bicycle routes, trails, traffic counts, crashes, etc.
- Utilize GIS for map production, land use planning, socio-economic data analysis, and traffic model interfacing
- Assist NDOT in Highway Performance Management System (HPMS) data collection (i.e. traffic data collection)
- Provide technical assistance to local and state jurisdictions for their transportation projects as needed
- Perform the following activities relating to performance measures:
 - Develop or update performance measures and targets in coordination with FHWA, FTA, and NDOT relating to safety, pavement and bridge condition, system performance, freight, CMAQ, and asset management
 - Conduct data collection and analysis related to transportation performance measures
- Work with City of Grand Island's GIS Coordinator to prepare maps for analysis, presentation, and MPO work products
- Collect bicycle and pedestrian counts on multi-use trails and/or sidepaths
- Assist the City of Grand Island staff with preparing applications for funds such as Recreational Trails Program, Congestion Mitigation Air Quality Program, and Statewide Transportation Alternatives Set-Aside Program
- Coordinate with City of Grand Island Public Works staff on the review of transportation projects and subdivision plans. This review recognizes the City's Complete Streets policy and guide.
- Review the information on the ambient air monitoring for PM_{2.5} in Grand Island, which is operated by the Nebraska Department of Environmental and Energy
- Coordinate with NDOT on the development of an Electric Vehicle Infrastructure Deployment Plan for Nebraska
- Analyze Census data as it becomes available
- Analyze and adjust Urbanized Boundary and MPO Boundary as Census data becomes available
- Review and update the Highway Functional Classification System in coordination with NDOT as needed

Work Products

- Performance measures and targets
- Planning data repository/GIS datasets

Budget - 205 MPO Program Manager Hours

Short Range Planning Tasks	Costs	Schedule
Performance Measures	\$3,094.84	Ongoing
Data Collection	\$3,094.84	Ongoing
Planning Database Repository/GIS Datasets and Mapping	\$5,415.98	Ongoing
Other Activities (i.e. grant preparation)	\$3,868.56	Ongoing
Other Direct	\$1,000.00	
Total Budget	\$16,474.22	

Element E - Long Range Transportation Plan (LRTP)

Purpose:

Implement and maintain the LRTP with regards to the intent and requirements of the FAST Act and guidance by the FHWA, FTA, and NDOT. This work element will support transportation activities recommended by the LRTP that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods.

Previous Work:

- Reviewed TIP projects to ensure that TIP was consistent with the current LRTP
- Amended and revised the current LRTP
- Completed the following activities for the Transit Development Plan (TDP) – developed and solicited a Request for Qualifications, selected a consultant, and initiated the TDP process (data collection, public involvement, baseline system assessment, and scenario assessment)

Activities:

- Amend and/or revise the LRTP as necessary
- Revisions to the GIAMPO Bicycle and Pedestrian Master Plan as needed
- Maintain and refine the regional travel demand model as needed
- Analyze socioeconomic changes and land use proposals since the adoption of LRTP
- Continue to develop environmental database to be used in conjunction with the LRTP objectives (ongoing as data is available)
- Coordinate federal performance measures with FHWA, FTA, and NDOT and continue working on the performance monitoring and reporting required by the FAST Act for inclusion with the LRTP
- Assist NDOT with statewide Long Range Transportation Plan as needed
- Coordinate with NDOT’s Freight Planning activities such as serving on the State Freight Advisory Committee and providing input towards the Nebraska Statewide Freight Plan Update. This activity supports the GIAMPO LRTP goals of multimodal connectivity and accessibility and economic vitality.

- Coordinate the LRTP with the Comprehensive Plan and Regulation Update for the City of Grand Island and Hall County
- Continue the development of the Transit Development Plan, which includes activities such as data collection, public involvement, financial and implementation plan, TDM documentation. The TDP is anticipated to be completed by November 2022.

Work Products:

- Current LRTP amendments and/or revisions
- Current Travel Demand Model maintenance
- Transit Development Plan

Budget- 515 MPO Program Manager Hours

Long Range Transportation Plan Tasks	Costs	Schedule
Amendment and/or Revisions to the Current LRTP	\$7,764.50	Ongoing
Transit Development Plan - GIAMPO Staff	\$11,646.75	Ongoing
Other Activities	\$19,411.25	Ongoing
Other Direct	\$1,000.00	
Total Budget	\$39,822.49	

Element F - Transit Planning

Purpose:

This work element will conduct and coordinate the planning activities of the City Transit Program to meet applicable federal, state, and municipal requirements.

Previous Work:

- Prepared transit elements for the FY 2023 UPWP and FY 2023-2027 TIP
- Completed the following activities for the Transit Development Plan (TDP) – developed and solicited a Request for Qualifications, selected a consultant, and initiated the TDP process (data collection, public involvement, baseline system assessment, and scenario assessment)

Activities:

- Prepare transit elements for the FY 2024 UPWP and FY 2024-2028 TIP
- Coordinate transit-related amendments/revisions to the FY 2023 UPWP, FY 2023-2027 TIP, and LRTP as needed
- Perform the following activities relating to performance measures:
 - Establish or update performance measures and targets in coordination with FTA, NDOT, and the City of Grand Island relating to transit asset management and safety

- Conduct data collection and analysis related to transit performance measures
- Evaluate and track transit services and activities (i.e. identify gaps, monitor ridership)
- Maintain the annual FTA Section 5305 grant contract and any subsequent amendments
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Transit Institute
 - FTA
 - NDOT
- Prepare for and/or attend relevant transit-related meetings
- Provide support to FTA grants for transit services in the Grand Island urbanized area
- Prepare quarterly progress reports and reimbursement requests (transit-related) to NDOT
- Assist the City of Grand Island Transit Program with the implementation of the fiscally constrained plan from the Regional Transit Needs Assessment and Feasibility Study
- Continue the development of the Transit Development Plan, which includes activities such as data collection, public involvement, financial and implementation plan, TDM documentation. The TDP is anticipated to be completed by November 2022.
- Provide support to the FTA Triennial Review
- Participate in the process with selecting a public transit provider for the City of Grand Island Transit Program
- Coordinate with the City of Grand Island Transit Program on safety data collection as needed

Work Products:

- Performance measures and targets
- Transit elements of the FY 2024 UPWP and FY 2024-2028 TIP
- Transit Development Plan

Budget - 235 MPO Program Manager Hours

Transit Planning Tasks	Costs	Schedule
Performance Measures	\$886.69	4th Quarter
Transit Elements of UPWP and TIP	\$3,546.75	3rd/4th Quarters
Data Collection and Analysis	\$3,546.75	Ongoing
Other Activities (i.e. transit-related meetings)	\$2,660.06	Ongoing
Transit Development Plan - GIAMPO Staff	\$7,093.49	Ongoing
Transit Development Plan - Outside Consultant Section 5307	\$70,000.00	Ongoing
Other Direct (Travel, Training, Misc.)	\$1,500.00	
Total Budget	\$89,233.73	

Element G - Administration/System Management

Purpose:

Carry out the administrative duties of the MPO. Activities include organizing meetings, producing agenda, minutes, committee support, coordination of agencies, and the general administration of the MPO. In addition, attend various meetings, conferences, workshops and training.

Previous Work:

- Held Policy Board and TAC meetings, including preparing agendas, minutes, and supporting documents
- Set meeting schedules for the Policy Board and TAC for calendar year 2022
- Held monthly GIAMPO staff meetings, including preparing agendas and supporting documents
- Attended Transportation Research Board Committee meetings
- Attended Association of Metropolitan Planning Organization meetings

Activities:

- Support the Policy Board and TAC, which includes the following detailed activities and all other related activities:
 - Develop, compile, and distribute meeting packets, including agendas, staff reports, and any additional information
 - Prepare presentations for meetings as needed
 - Record and transcribe meeting minutes
 - Provide training for new Policy Board and TAC members as needed
 - Maintain Policy Board and TAC bylaws
 - Maintain membership and contact lists
- Support the Non-Motorized Subcommittee (TAC subcommittee), which includes the following detailed activities and all other related activities:
 - Develop and distribute meeting agendas and other information
 - Prepare presentations for meetings as needed
 - Maintain membership and contacts
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Highway Institute
 - FHWA
 - NDOT
 - Nebraska Chapter of American Planning Association annual conference and other workshops
 - Nebraska Chapter of American Planning Association Fall Symposium
 - Association of Metropolitan Planning Organizations
 - Institute of Transportation Engineers
 - Transportation Research Board
- Prepare for and/or attend relevant transportation-related meetings that include; but not limited to:

- GIAMPO staff meetings
- MPO Coordination meetings
- NDOT-related meetings
- Grand Island Resiliency Committee meetings
- Grand Island Livable Community Core Team meetings
- Comply with federal and state MPO certification requirements and review federal/state policies and guidance regarding metropolitan transportation planning and incorporate changes as necessary
- Continue to evaluate the Planning Emphasis Areas (jointly issued by FHWA and FTA in December 2021) to consider updates on activities in future work programs
- Review and certify the transportation planning process
- Complete timesheets to include with quarterly reimbursement requests
- Prepare for and/or attend employee-related activities such as performance evaluation, work benefits, etc.
- Perform other administrative duties such as maintaining GIAMPO-related records, providing GIAMPO-related documents to the City of Grand Island Finance Department for the annual city audit, updating agreements as needed, etc.
- Purchase TransCAD technical support and software maintenance for a period of one year

Work Products:

- Meeting agendas, minutes, support documents, and/or presentations for Policy Board, TAC, and Non-Motorized Subcommittee
- General Administration of the established 3-C Transportation Planning Process for GIAMPO. This includes attending educational opportunities, transportation-related meetings, and employee-related activities.

Budget- 415 MPO Program Manager/Admin Staff Hours

Administration/Systems Management Tasks	Costs	Schedule
Provide Support for Policy Board, TAC, & Subcommittees	\$9,151.87	Ongoing
Meeting Minutes and Other Documentation	\$4,575.93	Ongoing
General Administration of GIAMPO	\$16,778.43	Ongoing
Other Direct		
Office Expenses	\$4,500.00	
Computer Services/Hardware	\$6,000.00	
Software Maintenance/Support TransCAD	\$1,500.00	
Organizational Membership Fees	\$500.00	
Travel, Training, Conferences, & Mileage Reimbursement	\$5,500.00	
Total Budget	\$48,506.23	

*Office/operating expense include meeting expenses, office equipment and supplies, copier fees, postage, telephone, etc.

Total UPWP Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$240,878.18** during FY 2023. Based on the formula funding for MPOs in Nebraska, in FY 2023 GIAMPO is eligible for up to **\$134,290.73** Federal Highway Planning funds and **\$68,707.20** Federal Transit Section 5305 funds for staffing and other expenses. An additional **\$56,000.00** Federal Transit Section 5307 is programmed for a Transit Development Plan. The City of Grand Island, by agreement, provides at least a 20% match. Total revenue for the MPO planning program equals **\$323,747.41**.

Budget Table

Grand Island Area Metropolitan Planning Organization
DISTRIBUTION OF COSTS BY WORK ELEMENT
FY 2023 UPWP
FY 2023 FHWA PL AND FTA 5305 - PROGRAM COSTS
July 1, 2022 - June 30, 2023
Project Number - PLG-1 (60), Control Number - TBD, Agreement No. - TBD

Category	Cost Category	Est. Work Hours	Total	NE Federal 80%	Grand Island 20%	Total 100%
UPWP	Direct Labor - MPO Program Manager	200	9,724.00	7,779.20	1,944.80	9,724.00
	Fringe/Indirect - MPO Program Manager		5,339.40	4,271.52	1,067.88	5,339.40
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Unified Planning Work Program		\$16,063.40	\$12,850.72	\$3,212.68	\$16,063.40
TIP	Direct Labor - MPO Program Manager	175	8,530.60	6,824.48	1,706.12	8,530.60
	Fringe/Indirect - MPO Program Manager		4,684.11	3,747.29	936.82	4,684.11
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Transportation Improvement Program		\$14,214.71	\$11,371.77	\$2,842.94	\$14,214.71
PPP	Direct Labor - MPO Program Manager	200	9,724.00	7,779.20	1,944.80	9,724.00
	Fringe/Indirect - MPO Program Manager		5,339.40	4,271.52	1,067.88	5,339.40
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Public Participation Plan		\$16,563.40	\$13,250.72	\$3,312.68	\$16,563.40
Short Range Planning	Direct Labor - MPO Program Manager	205	9,989.20	7,991.36	1,997.84	9,989.20
	Fringe/Indirect - MPO Program Manager		5,485.02	4,388.02	1,097.00	5,485.02
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Short Range Studies		\$16,474.22	\$13,179.38	\$3,294.84	\$16,474.22
LRTP	Direct Labor - MPO Program Manager	515	25,061.40	20,049.12	5,012.28	25,061.40
	Fringe/Indirect - MPO Program Manager		13,761.09	11,008.87	2,752.22	13,761.09
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Long Range Transportation Plan		\$39,822.49	\$31,857.99	\$7,964.50	\$39,822.49
Transit Planning	Direct Labor - MPO Program Manager	235	11,447.80	9,158.24	2,289.56	11,447.80
	Fringe/Indirect - MPO Program Manager		6,285.93	5,028.74	1,257.19	6,285.93
	Transit Development Plan - Outside Consultant Section 5307		70,000.00	56,000.00	14,000.00	70,000.00
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Transit Planning		\$89,233.73	\$71,386.98	\$17,846.75	\$89,233.73

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2023 UPWP

FY 2023 FHWA PL AND FTA 5305 - PROGRAM COSTS

July 1, 2022 - June 30, 2023

Project Number - PLG-1 (60), Control Number - TBD, Agreement No. - TBD

Category	Cost Category	Est. Work Hours	Total	NE Federal 80%	Grand Island 20%	Total 100%	
Administration/ System Management	Direct Labor - MPO Program Manager	390	18,961.80	15,169.44	3,792.36	18,961.80	
	Fringe/Indirect - MPO Program Manager		10,411.83	8,329.46	2,082.37	10,411.83	
	Direct Labor - Administrative Assistance	25	973.56	778.85	194.71	973.56	
	Fringe/Indirect - Administrative Assistance		159.04	127.23	31.81	159.04	
Other Direct	Office Expenses		4,500.00	3,600.00	900.00	4,500.00	
	Computer Services		6,000.00	4,800.00	1,200.00	6,000.00	
	Software Maintenance/Support TransCAD		1,500.00	1,200.00	300.00	1,500.00	
	Individual and Organizational Membership Fees		500.00	400.00	100.00	500.00	
	Travel, Training, Conferences, & Mileage Reimbursement		5,500.00	4,400.00	1,100.00	5,500.00	
	Total Administration/System Management		\$48,506.23	\$38,804.98	\$9,701.25	\$48,506.23	
	FHWA 2023	Direct Labor FHWA	1710	82,964.56	66,371.65	16,592.91	82,964.56
		Fringe/Indirect FHWA		45,179.89	36,143.91	9,035.98	45,179.89
Other Direct			23,500.00	18,800.00	4,700.00	23,500.00	
Grand Total FHWA PL UPWP			\$151,644.45	\$121,315.56	\$30,328.89	\$151,644.45	
FTA 2023	Direct Labor FTA	235	11,447.80	9,158.24	2,289.56	11,447.80	
	Fringe/Indirect FTA		6,285.93	5,028.74	1,257.19	6,285.93	
	Other Direct (includes Transit Development Plan)		71,500.00	57,200.00	14,300.00	71,500.00	
	Grand Total FTA Section 5305 and 5307		\$89,233.73	\$71,386.98	\$17,846.75	\$89,233.73	

NOTES:

Total Highway Planning Federal Highway Administration - FHWA

\$151,644.45	\$121,315.56	\$30,328.89	\$151,644.45
\$19,233.73	\$15,386.98	\$3,846.75	\$19,233.73
\$70,000.00	\$56,000.00	\$14,000.00	\$70,000.00
\$240,878.18	\$192,702.54	\$48,175.64	\$240,878.18

Total Transit Federal Transit Administration - FTA 5305

Total Transit Federal Transit Administration - FTA 5307

Total FY 2023 UPWP

FHWA Available Revenue *

FTA 5305 Available Revenue**

FTA 5307 Available Revenue

\$167,863.41	\$134,290.73	\$33,572.68	\$167,863.41
\$85,884.00	\$68,707.20	\$17,176.80	\$85,884.00
\$70,000.00	\$56,000.00	\$14,000.00	\$70,000.00

Remaining FHWA Funds

Remaining 5305 FTA Funds

Remaining FTA 5307 Funds

Total Program Funds Remaining

\$16,218.96	\$12,975.17	\$3,243.79	\$16,218.96
\$66,650.27	\$53,320.22	\$13,330.05	\$66,650.27
\$0.00	\$0.00	\$0.00	\$0.00
\$82,869.23	\$66,295.39	\$16,573.85	\$82,869.23

* FHWA PL Funds:

- FY 2023 Allocation - \$134,290.73 (Even distribution - \$40,000 and Population based distribution - \$94,290.73)

** FTA Section 5305 Funds:

- FY 2023 Allocation - \$31,260.00

- FY 2022 Carryover - \$37,447.20

RESOLUTION 2022-157

WHEREAS, the Grand Island Area Metropolitan Planning Organization (GIAMPO) in cooperation with the Nebraska Department of Transportation has prepared a Unified Planning Work Program (UPWP) for the purpose of assisting the Local Planning Agency (LPA) in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2023; and

WHEREAS, the Nebraska Department of Transportation has prepared a Planning Agreement for Fiscal Year 2023 for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the purpose of providing partial funding of GIAMPO transportation planning activities scheduled to be performed commencing July 1, 2022, as outlined in the Unified Planning Work Program (UPWP) attached to such agreement; and

WHEREAS, the total cost of the Eligible Planning Activities under such agreement is currently estimated to be \$167,863.41, with the federal share estimated at \$134,290.73 and the MPO share estimated at \$33,572.68 for Fiscal Year 2023, which begins July 1, 2022 and ends June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska Department of Transportation for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2022, as outlined in the Unified Planning Work Program. attached to such agreement is hereby approved

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2023.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2022	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-10

#2022-158 - Approving Amendment No. 2 to Engineering Consulting Services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: June 14, 2022

Subject: Approving Amendment No. 2 to Engineering Consulting Services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

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

On October 12, 2021, via Resolution No. 2021-272, City Council approved an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$36,700.00 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3.

On January 11, 2022, via Resolution No. 2022-9, City Council approved Amendment No. 1 to the original agreement with Olsson, Inc. to allow for geotechnical investigation, final design, and bidding services. Such amendment resulted in an increase of \$98,100.00 to the original agreement.

Discussion

To allow for construction engineering services of Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 Amendment No. 2 to the original agreement with Olsson, Inc. is

being requested. This amendment will be in the amount of \$108,300.00 for a revised agreement of \$243,100.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 2 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$108,300.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-158

WHEREAS, on October 12, 2021, via Resolution No. 2021-272, City Council approved an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$36,700.00 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3; and

WHEREAS, on January 11, 2022, via Resolution No. 2022-9, City Council approved Amendment No. 1 to the original agreement to allow for geotechnical investigation, final design, and bidding services for an agreement increase of \$98,100.00; and

WHEREAS, the original agreement is now being amended to allow for construction engineering services; and

WHEREAS, such amendment is in the amount of \$108,300.00, for a revised agreement amount of \$243,100.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 with Olsson, Inc. of Grand Island, Nebraska for engineering consulting services related to Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 10, 2022	☒ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-11

**#2022-159 - Approving Certificate of Final Completion for Bridge
Joint Repairs 2020-2021**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent
Meeting: June 14, 2022
Subject: Approving Certificate of Final Completion for Bridge Joint Repairs 2020-2021
Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

Wilke Contracting Corp. of Kearney, Nebraska was awarded a \$85,714.40 contract by the City Council on March 23, 2021, via Resolution No. 2021-65, for Bridge Joint Repairs 2020-2021.

On December 28, 2021, via Resolution No. 2021-365, City Council approved Change Order No. 1 at no additional cost to allow additional time for project completion.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$84,647.08, resulting in an underrun of \$1,067.32. The project underrun was due to less pavement repair needed than original planned.

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 Certificate of Final Completion for Bridge Joint Repairs 2020-2021.

Sample Motion

Move to approve the Certificate of Final Completion for Bridge Joint Repairs 2020-2021.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Bridge Joint Repairs 2020-2021
CITY OF GRAND ISLAND, NEBRASKA
June 14, 2022

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

This is to certify that Bridge Joint Repairs 2020-2021 has been fully completed by Wilke Contracting Corp. of Kearney, Nebraska under the contract dated April 13, 2021. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Bridge Joint Repairs 2020-2021

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
1	Mobilization/Demobilization	1.00	LS	\$ 6,950.00	\$ 6,950.00
2	Traffic Control	1.00	LS	\$ 8,250.00	\$ 8,250.00
3	Precompressed Polyurethane Foam Joint, Type A	173.60	LF	\$ 82.00	\$ 14,235.20
4	Clean & Reseal Joint	1,675.30	LF	\$ 4.00	\$ 6,701.20
5	Pavement Repair	65.50	SY	\$ 715.00	\$ 46,832.50
6	4" Median Repair	19.74	SY	\$ 85.00	\$ 1,678.18
Total Bid Section #1=					\$84,647.08

I hereby recommend that the Engineer's Certificate of Final Completion for Bridge Joint Repairs 2020-2021 be approved.

Keith Kurz, PE- Interim City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2022-159

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Bridge Joint Repairs 2020-2021, certifying that Wilke Contracting Corp. of Kearney, Nebraska, under contract, has completed the necessary repairs in the total amount of \$84,647.08; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion, for Bridge Joint Repairs 2020-2021, in the amount of \$84,647.08, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 10, 2022	☒ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-12

**#2022-160 - Approving Award of Proposal for General
Governmental Insurance Services**

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: June 14, 2022

Subject: Approving Award of General Governmental Insurance Services

Presenter(s): Patrick Brown, Finance Director

Background

Due to the change in the City's Municipal Code (27-12), it has been over 10 years since General Governmental Insurance Services has been open for bid. On March 11, 2022 the City issued a Request for Proposal (RFP) for General Governmental Insurance Services. The requested services included the following;

- Advise the City in matters relating to general governmental insurance and other products
- Provide advice on selecting, purchasing and administering a fiscally conservative insurance program
- Support for: plan design, annual renewals, plan utilization reviews, underwriting review, vendor service monitoring, merger and acquisitions, claim audits
- Provide advice on the marketplace including differences between insurers, market place trends and changes in legislation
- Manage expectations surrounding cost, service and deliverables from all parties involved
- Provide continuous support

The successful bidder would have access to the following insurance markets;

- Property and Casualty
- Contractor's Equipment
- Workers' Compensation
- Automobile
- General Liability
- Water Park General Liability
- Law Enforcement Liability
- Crime – Employee Dishonesty
- Linebacker Policy
- Excess markets
- Fiduciary Liability
- Cyber Liability

Discussion

Two (2) proposals were received and opened on April 7, 2022.

- Ryder Rosacker McCue & Huston of Grand Island, NE.
- FNIC of Grand Island, NE.

Proposals were evaluated and ranked based upon the following criteria;

Evaluation Criteria (phase one)

• Broker Qualifications and Experience	35
• Account Manager Qualifications and Experience	25
• Service Team Qualifications and Experience	25
• Proposed Service Fee	<u>15</u>
Total Points	100

Evaluation Criteria (phase two)

• Interview Presentation	25
• References	<u>25</u>
Total Points	50

The evaluation team consisted of the Finance Director, Interim City Attorney, Assistant Finance Director, and the Human Resource Director. The evaluation team chose FNIC for the services they could provide at a flat rate.

FNIC offered an annual service fee of \$71,500 and would be agreeable to keep that rate for 5 years. Any commissions FNIC would earn will be fully disclosed and credited against the fee amount.

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. Take no action.

Recommendation

Staff recommends Council consent to approving the award of the proposal to FNIC of Grand Island, NE.

Sample Motion

Move to approve award of the proposal to FNIC of Grand Island, NE.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
GENERAL GOVERNMENTAL INSURANCE SERVICES**

RFP DUE DATE: April 7, 2022 at 4:00 p.m.
DEPARTMENT: Finance
PUBLICATION DATE: March 14, 2022
NO. POTENTIAL BIDDERS: 2

PROPOSALS RECEIVED

Ryder Rosacker McCue & Huston
Grand Island, NE

FNIC
Grand Island, NE

cc: Patrick Brown, Finance Director
Stacy Nonhof, Purchasing Agent

Jerry Janulewicz, City Administrator

P2368



PROPERTY & CASUALTY RISK MANAGEMENT CONSULTING FEE AGREEMENT

THIS RISK MANAGEMENT CONSULTING AGREEMENT (the “Agreement”) is entered into as of the 1st day of October, 2022 (the “Effective Date”) by and between First Insurance Group, LLC d/b/a FNIC (hereinafter referred to as “FNIC”), a Nebraska limited liability company, and The City of Grand Island, including all operations of the utilities department (hereinafter referred to as “Client”), a Nebraska corporation.

WHEREAS, Client wishes to obtain risk management and insurance consulting services; and

WHEREAS, FNIC is willing to provide said consulting services pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits stated herein, the parties agree as follows:

1. **Services.**

- a. FNIC agrees to provide the services (“Services”) as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. FNIC shall perform all services under this agreement in accordance with established and recognized licensed insurance broker/consultant standards.
- b. Client shall provide FNIC with timely access to appropriate information and individuals, including its outside advisors and consultants, as may be necessary for FNIC to perform the Services. FNIC shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.

2. **Compensation.** Client will pay FNIC the fees as set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3. **Disclosure.** In addition to the fees retained by FNIC, in certain circumstances other parties may earn and retain usual and customary commissions and/or fees for their role in providing or placing insurance products or services under their separate contracts with insurers and/or reinsurers. As a common legal practice in the insurance industry, FNIC may enter into “contingency” agreements with certain insurance companies providing for compensation, in addition to fees or commissions, to be paid to FNIC based on several factors that are not client specific. Insurance coverage you may purchase through FNIC may be issued by an insurance carrier who has such an agreement with FNIC.

4. **Term.** This Agreement shall commence on the Effective Date and shall thereafter continue for a period of one (1) year. Thereafter this Agreement will automatically renew for successive terms of one (1) year each unless either party gives the other party written notice of termination at least ninety (90) days prior to the expiration date of the initial term or the renewal term then in effect.

5. **Non-Exclusivity.** This Agreement shall not be construed to prohibit FNIC from entering into agreement with third parties to offer similar services.

6. **Independent Contractors.** This Agreement does not constitute and will not be construed as constituting a partnership or joint venture, or an employee/employer relationship or one of principal and agent, it being understood that the parties are and will remain independent parties. FNIC shall at all times be an independent contractor to Client and no other relationships shall be created between the parties by virtue of this Agreement or any of the acts of the parties thereto. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of FNIC and that FNIC will be solely responsible to pay all applicable taxes from said payments, including payments owed to its employees and subagents.
7. **Implementation.**
 - a. Client shall retain the right to determine whether to act on or implement the information, recommendations, and suggestions provided by FNIC, and the manner by which any such action or implementation shall be undertaken.
 - b. FNIC does not warrant that compliance with the recommendations made in connection with Services provided by FNIC will eliminate all risk of injury or property damage, or result in improved loss experience and FNIC assumes no responsibility for the management or control of the client's safety activities nor for the correction of the conditions pointed out in providing the services.
8. **Confidentiality.** Each party acknowledges that, in the course of this Agreement, it may have access to information and communications, including proprietary information claimed to be unique, secret, confidential, and which constitutes the exclusive property and trade secrets of the other party ("Confidential Information"). Each party agrees to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. Upon request of either party or on termination or expiration of this Agreement, each party shall destroy or return the Confidential Information of the other party then in its possession. Nothing in this Agreement shall prohibit or limit either party's use of information which (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is rightfully in FNIC's or Client's possession, as evidenced by FNIC's or Client's records; (c) is disclosed to FNIC or Client without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (d) is independently developed by FNIC or Client without any breach of this Agreement; (e) is the subject of a written permission to disclose provided by the disclosing party; (f) is required to be disclosed to regulators or affiliated or independent auditors or pursuant to court order or subpoena; or (g) is necessary to perform hereunder or to enforce this Agreement.
9. **Proprietary Interests.** FNIC shall retain the copyright and the sole right of ownership in the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by FNIC in performing the Services and provided to Client by FNIC in any media whatsoever. Client shall; however, remain the owner of the content of any such deliverable and any Client data or information that was provided to FNIC for the performance of the Services. Any deliverable created by FNIC for Client shall be used for Client's internal purposes and shall not be used, without the written consent of FNIC, for Client's commercial gain, nor shall it be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.
10. **Survival.** The rights and obligations of the parties in this Agreement that would by their nature or context be intended to survive the expiration or termination of this Agreement shall so survive.
11. **Modification; Waiver of Rights.** This Agreement may be modified, amended, or waived only by a written agreement executed by FNIC and Client. The course of dealing between FNIC and Client will not modify or amend this Agreement in any respect. Any delay by FNIC or Client in the exercise of any of their respective rights and obligations under this Agreement will not be construed as a waiver of any such rights or obligations to be performed. A waiver of a breach of any provision of this Agreement will not: (a) operate or be construed as a waiver of any subsequent breach; (b) limit or restrict any right or remedy

otherwise available; or (c) operate or be construed as a waiver of compliance as to any other provision of this Agreement.


12. **Authority to Bind.** Each of the parties for itself represents, warrants, and covenants to the other that:
 - a. It has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein.
 - b. All necessary approvals for the execution, delivery, and performance of this Agreement have been obtained, and this Agreement has been duly executed and delivered and constitutes the legal and binding obligation of FNIC and Client, enforceable in accordance with its terms.
13. **Limitation of Liability.** Client's rights and remedies hereunder are exclusive and in lieu of all other rights and remedies. In no event will FNIC be liable to Client, any employee, agent or contractor of Client, or any third party for any claims arising out of or related to this Agreement, including, without limitation, the Services, which claims involve special, indirect, incidental, punitive, exemplary or consequential damages or lost profits, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary in this Agreement and except for intentional misconduct or gross negligence, FNIC's liability to Client, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall not exceed the lesser of the direct loss to Client or an amount equal to the fees paid to FNIC by Client with respect to the Services in question.
14. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against FNIC or Client. FNIC's Services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against FNIC because of this Agreement or the performance or nonperformance of Services hereunder.
15. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
17. **Notices.** All notices provided for in this Agreement shall be in writing and shall be: (1) delivered personally; (2) made by certified or registered mail, return receipt requested and postage prepaid; (3) delivered by nationally recognized overnight courier, with all fees prepaid; or (4) or sent by email transmission. Notices shall be sent to the parties at the addresses set forth in the signature block below (or at such other address for a party as shall be specified by like notice; provided that notices of changes of address shall be effective only upon receipt thereof). Such notice will be effective: (i) as of the date delivered, if personally delivered (ii) if mailed, three (3) days after the date of posting; (iii) one day after deposit with any nationally recognized courier that provides proof of delivery sent with next day service; or (iv) if sent by email on the date of the transmission unless transmitted after normal business hours, in which case on the following date.
18. **Governing Law.** This Agreement shall be controlled pursuant to the laws of the State of Nebraska and any dispute arising from it shall be resolved in a court or administrative body of competent jurisdiction in the State of Nebraska. The parties consent to personal jurisdiction in such Nebraska forums.
19. **Force Majeure.** FNIC is hereby relieved of its obligations under this Agreement to the extent, but only to the extent, that its ability to perform its duties hereunder is impaired, delayed, or limited by circumstances beyond its control. This includes, but is not necessarily limited to, impairments, delays or limited ability to perform resulting from events such as tornadoes or major fire.

20. **Time is of the Essence.** All provisions in this Agreement involving payments and/or duties of the parties are hereby considered “of the essence” to this Agreement.
21. **Headings.** Paragraph headings in this Agreement are inserted solely for convenience and reference, and shall not in any way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement, nor shall headings have any bearing on the knowledge or understanding any party had regarding this Agreement.
22. **Entire Agreement; Severability.** This Agreement constitutes the entire Agreement between the parties with respect to all subject matter described herein and supersedes all prior negotiations and understandings, whether verbal or written. Each provision of this Agreement is severable from all others. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable and all remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

**First Insurance Group, LLC
d/b/a FNIC**

14010 FNB Pkwy, Suite 300
Omaha, NE 68154
Fax: 402-861-7111

By: 
Name: Scott J. Hill
Title: President

The City of Grand Island

100 East First Street
Box 1968
Grand Island, NE 68802

By: _____
Name: _____
Title: _____

By: _____
Name: Stacy R. Nonhof
Title: Interim City Attorney

EXHIBIT A

Property & Casualty Services

FNIC shall utilize a systematic risk management approach to address exposures and the coverage design of client's program. Such services shall apply to the client's program inclusive of exposures to loss addressed by the following coverages:

General Liability (GL)	Employment Practices
Professional Liability	Auto Liability / Physical Damage
Excess / Umbrella Liability	Employee Dishonesty
Property and Inland Marine	Cyber Liability
Builders Risk	Workers Compensation
Public Officials	Waterpark Liability

- 1. Upon consultation and approval by Client, FNIC will market and place coverage on the policies identified above.**
- 2. FNIC will provide annual executive summary recapping insurance renewal terms and summary of market conditions.**
- 3. FNIC shall assist the client in developing Risk Management Objectives for the client's insurance program.**
- 4. FNIC will analyze loss history, open claims and the experience modification factor of Client, reporting on findings and recommending changes to help alleviate losses and positively impact the Client's total cost of risk.**
- 5. FNIC will review and offer opinions on insurance and indemnification language in construction, service, or vendor contracts as requested by client.**
- 6. FNIC will make available to client an on line risk management safety training and HR resource for client use as needed in supplementing or developing client's current training or safety programs.**
- 7. FNIC shall conduct a Risk Analysis Checklist to identify exposures to loss, examine and recommend alternative techniques to control identified exposures, implement and monitor recommended techniques and isolate areas for continued improvement.**
- 8. The client shall have access to FNIC's loss control personnel for two (2) visits during the first twelve (12) months and then two (2) visits annually thereafter for the duration of this agreement.**
- 9. FNIC will perform for Client an appraisal on Client's buildings utilizing Marshall and Swift resources to assist Client in identifying a replacement cost value.**
- 10. FNIC will conduct with Client an annual account stewardship plan and shall keep Client informed of material events within the insurance industry that may have an impact on their current or future insurance programs.**

Should any policy of coverage for the above, or related, not be able to be issued without commission (as is the case with most Workers Compensation policies), FNIC will take the following steps: (1) accept the commission revenue; (2) report the revenue and details to the client; (3) apply a credit and issue a credit invoice to the client's account.

EXHIBIT B

Compensation

Client will pay FNIC the fees set forth below for the Services:

a) Risk Management and Consulting Services Broker Fees:

A total fee of \$71,500, is due and payable per payment plan indicated below. Contract will renew annually for the same fee, for a 5 year period, unless mutually agreed upon by the City of Grand Island and FNIC.

___ Full annual payment at inception

___ 10 equal monthly payments beginning at inception date of this agreement

X 4 equal quarterly payments beginning at inception date of this agreement

Selected payment plan will continue to apply to subsequent terms per Section 4 of this agreement.

b) Additional Fees:

- I. If the parties agree to add additional services not listed in Exhibit A of the Agreement, FNIC will receive additional compensation as agreed upon by the parties in writing.
- II. Upon prior written approval from client, if additional resources are necessary such work may be subcontracted to a qualified third party with expenses to be paid for by client.
- III. Compensation to FNIC for policies placed for lines of coverage not included in Exhibit A will be through standard commission schedules set by the insurance company.

RESOLUTION 2022-160

WHEREAS, on March 11, 2022 request for proposals were solicited to provide general governmental insurance services; and

WHEREAS, proposals were due April 7, 2022; and

WHEREAS, FNIC submitted a proposal in accordance with the terms of the Request for Proposals, such proposal being in the amount of \$71,500 for 2022-2023, with subsequent renewal options.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal by FNIC of \$71,500 to provide general governmental insurance services to the City for fiscal year 2022-2023 with renewal options, is hereby approved as the best evaluated proposal submitted for that purpose.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022

Roger Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 10, 2022	☒ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-13

#2022-161 - Approving City Council Study Session for October 18, 2022 for Island Oasis Master Plan

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: June 14, 2022

Subject: Schedule of Island Oasis Facility Evaluation and Master Plan Study Session

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

Background

In April City Council approved a consulting services agreement with Waters Edge Aquatic Design of Lenexa, Kansas to provide a Comprehensive Facility Evaluation and Master Plan in the amount of \$54,700.00.

Discussion

The facility evaluation and master planning is underway and will be completed this fall. Staff recommends scheduling a City Council Study Session meeting on October 18, 2022 at 7:00 pm at City Hall so that Waters Edge can present their report and recommendations.

Alternatives

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

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

Recommendation

City Administration recommends that City Council approve the scheduling of a Study Session meeting for October 18, 2022 at 7:00 p.m. so that Waters Edge Aquatic Design of Lenexa, Kansas can make a presentation regarding the facility evaluation and master planning for Island Oasis Water Park.

Sample Motion

Move to approve the Island Oasis Master Plan Study Session for October 18, 2022.S

RESOLUTION 2022-161

WHEREAS, the City of Grand Island approved a consulting services agreement with Waters Edge Aquatic Design of Lenexa, Kansas to provide a Comprehensive Facility Evaluation and Master Plan; and

WHEREAS, the facility evaluation and master planning will be completed this fall; and

WHEREAS, City staff recommends scheduling a City Council Study Session meeting on October 18, 2022 at 7:00 pm at City Hall so that Waters Edge can present their report and recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a Study Session meeting shall be set for October 18, 2022 at 7:00 p.m. at City Hall so that Waters Edge Aquatic Design of Lenexa, Kansas can make a presentation regarding the facility evaluation and master planning for Island Oasis Water Park.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 10, 2022	☒ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-14

#2022-162 - Approving Furnishing and Installation of New Portable Turf at the Community Fieldhouse

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: June 14, 2022

Subject: Bid Award for Installation of New Portable Turf at the Community Fieldhouse

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

Background

The Grand Island Community Fieldhouse features 28,500 square feet of synthetic turf for indoor soccer, football, baseball, softball, and more. The Fieldhouse is used for sports leagues, practice, tournaments, clinics, and training. The turf is required to be portable so it can be taken up and down for the Nebraska State Fair.

Discussion

The existing turf was installed in 2016. The turf has become worn with high amounts of use. Staff is recommending replacement.

On May 8, 2022 the bid was advertised for the Installation of New Portable Turf. One bid was received from Mid-America Sports Construction of Lee's Summit, Missouri the met specifications. Staff recommends accepting the bid from Mid-America Sports Construction. The total price for the portable turf system with permanent lines is \$239,003.00. The purchase will be funded the Food and Beverage Tax Fund.

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 Installation of New Portable Turf from Mid-America Sports Construction of Lee's Summit, Missouri. The total purchase price is \$239,003.00.

Sample Motion

Move to approve the Installation of New Portable Turf for the amount of \$239,003.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 31, 2022 at 2:00 p.m.
FOR: Furnishing and Installation of New Portable Turf
DEPARTMENT: Parks & Recreation
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 21100003-2000
PUBLICATION DATE: May 8, 2022
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>All Sports Enterprises Inc.</u>	<u>Mid-America Gold and Landscape, Inc.</u>
	Exton PA	Lee's Summit, MO
Bid Security:	NGM Insurance Company	Atlantic Specialty Insurance Company
Installation:	See attachment	\$237,003.00
Optional:	No Bid	\$ 14,474.00
Alternate #1:	See Attachment	\$ 2,000.00
Alternate #2:	See Attachment	\$ 15,000.00

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

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

P2372

RESOLUTION 2022-162

WHEREAS, the City of Grand Island invited sealed bids for the Installation of New Portable Turf for the Grand Island Community Fieldhouse, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on May 31, 2022, one (1) bid was received that met specifications; and

WHEREAS, Mid-America Sports Construction from Lee's Summit, Missouri submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$239,003.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Mid-America Sports Construction from Lee's Summit, Missouri in the amount of \$239,003.00 for the Installation of New Portable Turf for the Grand Island Community Fieldhouse is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2022	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-15

**#2022-163 - Approving Acknowledgement of Name Change of
Nebraska Personnel Consultants, LLC to Capital City Concepts,
LLC**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: June 14, 2022

Subject: Approving Acknowledgement of Name Change of Nebraska Personnel Consultants, LLC to Capital City Concepts, LLC

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City conducts wage and benefits surveys of our workforce in order to comply with Nebraska Revised Statute §48-818. The statute requires public employers to establish rates of pay and conditions of employment that are comparable to the prevalent pay and employment conditions of similar sized municipalities. Nebraska Personnel Consultants, LLC was named a sole-source provider by resolution 2019-72 to perform the wage and benefit surveys of our workforce.

Discussion

Nebraska Personnel Consultants, LLC made a name change in June of 2021. They are now operating under the name Capital City Concepts, LLC. The purpose of this resolution is to update our records, specifically for the schedule of bills.

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 recognition of Nebraska Personnel, LLC now operating as Capital City Concepts, LLC.

Sample Motion

Move to approve the recognition of Nebraska Personnel Consultants, LLC now operating as Capital City Concepts, LLC.

RESOLUTION 2022-163

WHEREAS, the City of Grand Island conducts comparability pay studies of its workforce; and

WHEREAS, a Nebraska Personnel Consultants, LLC was designated as the sole source provider under resolution 2019-72; and

WHEREAS, Nebraska Personnel Consultants, LLC is now operating under the name of Capital City Concepts, LLS; and

WHEREAS, the services of Nebraska Personnel Consultants, LLC will be needed for future union and non-union comparability pay studies.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, recognize the name change from Nebraska Personnel Consultants, LLC to Capital City Concepts, LLC.

BE IT FURTHER RESOLVED that the City may use continue to use the services of Capital City Concepts, LLC for future union and non-union surveys and continue to designate Capital City Concepts, LLC as a sole source provider.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form² _____
June 10, 2022² City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item I-1

#2022-164 - Consideration of Approving the Donation and Construction Agreement with Grow Grand Island for Kaufman Plaza

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator
Meeting: June 14, 2022
Subject: Expansion of the Kaufman Plaza
Presenter(s): Jerry Janulewicz, City Administrator

Background

Amur Equipment Finance (Amur) approached Grow Grand Island, Inc. (GGI) with a vision and design for the plaza known as Kaufman Plaza in Railside, which expands the existing gathering area and creates a greenspace environment. Amur paid for and provided the design. They also proposed a partnership where they would be a 50% funder of the project to see it to fruition. The project includes extensive landscaping (grass, plants, trees, pavers, etc.) in the current parking lot area directly north of the existing plaza, excluding the alley, extending north to South Front Street. The existing mail drop box will be relocated. The existing parking spaces in the city parking lot will be relocated to the street, netting no loss of spaces. The design also calls for a permanent berm for use as a stage, a removable stage cover, solar lighting, infrastructure for electricity and potential future public restroom(s).

GGI desires to enter into a contract with the City of Grand Island to oversee the project, as well as a construction contract with the contractor selected by Amur and a partnership agreement between Amur and GGI.

Discussion

The proposed expanded plaza improvements are to be constructed on city-owned property through a contract between GGI and Empire Development LLC. This contract together with the proposed contract between the City and GGI will require GGI and its contractor to provide a payment bond, liability insurance, and meet other requirements the City requires of its contractors on City construction projects. Upon completion of the improvements, approval by the city engineer, and acceptance by the City Council, the improvements will become City property through a donation from GGI. The project is expected to cost \$685,000 of which Amur Equipment Finance, Inc. (Amur) will provide \$350,000. GGI will bring forth its recommendation for renaming the plaza in recognition of the significant financial donation from Amur.

Railside BID has proposed that it be responsible for scheduling plaza events and for maintenance of the existing and expanded the plaza. If the City Council approves the proposed plaza expansion agreement with GGI, City administration will proceed with negotiating an operation/maintenance agreement with Railside BID for City Council consideration at a subsequent meeting. Railside BID currently pays the premium cost for liability insurance coverage on the existing plaza area and schedules plaza events such as the Hear Grand Island summer concert series.

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 by resolution the agreement with GGI for the plaza expansion project.

Sample Motion

Move to approve the resolution.

DONATION AND CONSTRUCTION AGREEMENT BETWEEN GROW
GRAND ISLAND, INC. AND THE CITY OF GRAND ISLAND FOR
EXPANSION OF THE DOWNTOWN PUBLIC PLAZA

This Donation and Construction Agreement, hereinafter "Agreement", made and entered into this ___day of _____, 2022 by and between the City of Grand Island, Nebraska, (the "CITY") and the GROW GRAND ISLAND, INC., a Nebraska not for profit corporation ("GGI").

WHEREAS, the CITY desires to expand the downtown plaza area located at vacated Wheeler Avenue between South Front Street and the alley between South Front Street and Third Street (the "Plaza Expansion"); and

WHEREAS, GGI is engaged in a private fundraising effort, and is willing to contract for the construction of the Plaza Expansion, such improvements and location as described herein and as shown on the attached Exhibit _____, estimated to be in the amount of not greater than \$685,000 (the "Funds") and which plans and specifications must be approved by the City Council in order to be put into effect Plaza Expansion; and

WHEREAS, GGI, along with other donors to GGI's fundraising program, desire to make a charitable contribution for the benefit of the residents of Grand Island, of the Plaza Expansion to the City of Grand Island; and

WHEREAS, the CITY is desirous of accepting such donation.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

I. GGI'S RESPONSIBILITIES

A. PLAZA EXPANSION FUNDING

1. GGI shall raise the Funds to cover the costs of design and construction of the Plaza Expansion, such amount including sufficient funds to provide for unforeseen construction conditions, and unexpected costs regarding utilities, soil, permit requirements, and the like.

B. CONSTRUCTION

1. The plans and specifications for the Plaza Expansion must receive the prior written approval of the City Engineer and the written approval of the City Engineer is required for all construction documents and final selections of building materials prior to construction. GGI agrees that the Plaza Expansion shall be completed in strict adherence to the design as approved by the CITY. Any material deviations from the design drawings shall be permitted only with the prior written approval of the CITY.
2. At no cost to the CITY, GGI shall be responsible for and to fund the construction of the Plaza Expansion to be constructed during such times during the construction period as mutually agreed to by the CITY and GGI. Construction shall not begin

until GGI has received or has binding commitments for the Funds. The construction period shall begin no later than _____, 2022 (weather permitting) and shall end no later than _____, 2022 (the "Construction Period"). In the event that construction is not completed by _____, 2022, GGI may request an extension of time for the Construction Period for up to ___ additional months, and City Administrator may grant such exception at his sole discretion.

3. GGI and GGI's General Contractor shall be responsible for all elements of the Plaza Expansion, to include:
 - a. site survey, tree protection, site preparation and demolition, grading, concrete, lighting, signage, site furnishings, installation of stage, stage cover, restroom infrastructure and parking lot modifications;
 - b. the provision of all materials, equipment, and labor required;
 - c. comply with Grand Island Public Works General Plans and Specifications sections: 4.05 through 4.17, 7.01 through 7.13, 7.15, and 8.03 through 8.05;
 - d. Provide the City with a certificate of insurance verifying the General Contractor's compliance with the insurance coverage requirement prior to the beginning of any work on site;
 - e. The scheduling and supervision of all work;
 - f. The timely payment of all fees, costs, charges, and expenses associated with the work, including all required permit fees;
 - g. Site security in a manner that is reasonable under the circumstances during entire construction of the Plaza Expansion;
 - h. Upon acceptance of the Plaza Expansion by the CITY, deliver to the CITY all project construction documents, records, as-builts, and manuals;
 - i. Allow the CITY Engineer or designee access to conduct any inspection he or she deems necessary; and
 - j. The design and construction of the Plaza Expansion shall be in compliance with, as applicable, ADA Standards for Accessible Design, as amended, and implementing regulation, and building, electric, plumbing, and life safety codes adopted by the City of Grand Island.

II. CITY'S RIGHTS AND RESPONSIBILITIES

A. FUNDRAISING

1. The CITY reserves the right for prior review and approval of any City of Grand Island name or logo to be used on any fund raising items or promotional or advertising materials. GGI agrees not to alter in any manner the names or logos approved by the City Administrator.

B. APPROVALS AND REVIEWS

1. The CITY shall provide a timely review of all exhibits, plans and other documents requiring feedback to allow the project to move forward efficiently.

C. SITE ACCESS

1. The CITY agrees to provide all reasonably necessary access to those portions of CITY owned property abutting the construction site.
2. The CITY and GGI shall mutually agree to the date and time for a groundbreaking ceremony.

D. ACCEPTANCE OF IMPROVEMENTS

1. Upon completion of the Plaza Expansion, such improvements shall be reviewed by the City Engineer and, if approved, and upon receipt of the GGI's professional Engineer/Architect certification of completion of the Plaza Expansion in substantial compliance with the plans and specifications approved by the CITY, it shall be recommended to the City Council for acceptance. Acceptance of ownership of these Improvements shall be subject to the verification by the CITY that the project has been completed in compliance with this Agreement and subject to receipt by the CITY Engineer of as built plans and other required documents. Such acceptance shall occur by resolution of the City Council.
2. Upon acceptance by resolution of the City Council, the Plaza Expansion shall immediately become the property of the CITY and the GGI forfeits all rights to such Plaza Expansion. It is expressly agreed and understood that nothing in this Agreement shall be construed as empowering the GGI to encumber, mortgage or pledge any interest in the site or improvements thereon in any manner whatsoever.
3. Following CITY Council acceptance of the Plaza Expansion, the CITY and GGI shall mutually agree to a date and time for a ribbon cutting ceremony.

E. NAMING OF PUBLIC PLAZA

1. Upon the acceptance of the Plaza Expansion by the City Council, the existing public plaza and plaza expansion may be named for a period of 20 years to honor a significant donor of project funds. The proposed name shall be nominated by GGI and approved by the City Council. Signage indicating the Public Plaza name will be displayed at the plaza. Such signage location and wording must receive the approval of the GGI and City Administrator prior to installation. GGI shall pay all costs of such sign and all costs of other GGI recognition signs. Naming recognition is subject to future change/reconsideration by the CITY in the event that the recognition becomes damaging to the CITY's reputation, or contradictory to applicable law, as determined by the CITY.
2. GGI shall have the right to install a GGI recognition plaque on the Public Plaza site with the location, wording, size, and design subject to approval of the City Administrator, and the costs of such sign will be paid by GGI.

F. MAINTENANCE OF IMPROVEMENTS

1. The CITY shall maintain the Plaza Expansion after acceptance by the CITY Council consistent with how it maintains other similar improvements in the CITY. GGI understands that maintenance, repairs, and replacement of the Plaza Expansion are at the CITY's sole discretion and are subject to funding approved by the City Council. CITY may contract with the Railside Business Improvement District or other entity to perform routine and customary cleaning, maintenance, and landscaping care of the Plaza and responsibility for scheduling public events at the Plaza.

G. OPERATION OF THE PUBLIC PLAZA AS A PUBLIC PLAZA

1. GGI understands that the CITY, individually or in consultation with the Railside Business Improvement District, will establish the rules, hours of operation and may program events at its discretion and will enforce such rules and CITY

ordinances as determined by the CITY to be in the best interests of the CITY.

III. ENCUMBRANCES AND LIENS

Neither GGI nor anyone claiming by, through, or under GGI shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever upon the Plaza Expansion, the underlying real property, or any CITY property. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any materials, service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon. The GGI covenants and agrees to require the General Contractor to provide a payment bond or bonds in a sum not less than the contract price with a corporate surety company and agent selected by such person, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the erecting, furnishing, or repairing of the improvement or in performing the contract.

IV. INDEMNIFICATION.

Upon acceptance of ownership of the Plaza Expansion by the City Council of the City, the CITY shall accept liability for the Plaza Expansion to the same extent as with other CITY owned facilities in accordance with Nebraska law and shall hold the GGI, its officers, directors, employees and agents harmless with respect to any such liability, except for liability arising from negligent construction or design of the Plaza Expansion.

V. TERM

This Agreement shall be considered to be fulfilled upon completion of the construction and City Council acceptance of the Plaza Expansion, subject to the continuing requirements pursuant to sections II.E. and IV of this Agreement. This Agreement will terminate in the event that construction of the Plaza Expansion is not completed by the dates designated by the Construction Period. GGI shall have the right to terminate this Agreement at any time before the start of construction.

VII. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and service is made either by (i) personal delivery, in which case the service shall be deemed received the date of such personal delivery; or (ii) U. S. Mail, return receipt requested, in which case the notice shall be deemed to have been received as shown in such return receipt, to the following address:

If to GGI:

Grow Grand Island, Inc.
PO Box 777
Grand Island, Nebraska 68802

If to the CITY:

City Clerk
City of Grand Island, Nebraska
100 East First Street

Grand Island, Nebraska 68801

with a copy to:
Legal Department
City of Grand Island, Nebraska
100 East First Street
Grand Island, Nebraska 68801

VIII. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of Nebraska. The venue for all litigation or other disputes relative to this Agreement shall be the District Court of Hall County, Nebraska.

IX. CAPTIONS

Section headings are for reference only and shall not be used to interpret this Agreement.

X. SEVERABILITY

If any provision hereof is found to be invalid or unenforceable, such finding shall not affect the validity of any other provision hereof; and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

XI. NO WAIVER

Any failure to enforce any right or to require performance of any provision of this Agreement shall not be considered a waiver of such right or performance.

XII. ENTIRE AGREEMENT

This Agreement, including the attached and incorporated exhibits, contains the entire agreement between the parties, and supersedes all other oral or written provisions.

XIII. MODIFICATIONS AND AMENDMENTS

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by authorized representatives of each of the parties hereto.

XIV. BINDING EFFECT

The provisions, covenants, and conditions in this Agreement shall inure to and bind the parties, their legal heirs, representatives, successors, and assigns.

If City transfers ownership of the Artwork, all rights and obligations of City under this Agreement shall be transferred to the successor owner of the Artwork, and said successor owner shall be bound by this Agreement.

XV. POWER TO EXECUTE AGREEMENT.

Each individual executing this agreement, on behalf of one of the parties, represents that he or she is duly authorized to sign and deliver the agreement on behalf of such party and that this agreement is binding on such party in accordance with its terms.

Each party may by written notice to the other specify a different address for subsequent notice purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their signatures affixed below.

Grow Grand Island, Inc.

City of Grand Island

Authorized Representative

Roger G. Steele, Mayor

Date: _____

Date: _____

ATTEST:

RaNae Edwards, City Clerk

APPROVED AS TO FORM:

Stacy Nonhof, Interim City Attorney

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“Agreement”) serves as an agreement between **Amur Equipment Finance** (“Grantor”), located at 304 West 3rd Street in Grand Island, Nebraska 68801, AND **Grow Grand Island, Inc.**, a 501(c)3 non-profit located at PO Box 777, Grand Island, Nebraska 68802 (“Grantee”). Whereas, Grantee wishes to carry out the project described herein and Grantor wishes to grant funding and services toward said project, the parties agree as follows:

GGI Grant Terms and Conditions. Grantor shall provide Grantee with grant funding of \$350,000 (“Grant Funds”) one half or \$175,000 payable within five (5) days of execution of this Agreement and the balance or \$175,000 payable within five (5) days after certification of completion of demolition under the Construction Contract, as defined below, to be applied toward an expansion of the existing Kaufman Plaza by utilizing the adjoining parking lot to create a new space which includes site survey, tree protection, site preparation and demolition, grading, concrete, lighting, signage, site furnishings, installation of stage, stage cover, restroom infrastructure and parking lot modifications. As the space is for public use, separate agreements are in place between Grantee and the City of Grand Island, as well as Grantee and the General Contractor.

1. **Provision of Consulting Services.** In addition to Grant Funds, Grantor shall provide one consultant to assist as needed, paid for by the Grantor, that will provide project supervision and management services.
2. **Project Oversight and Change Orders.** Grantor recognizes the contractual agreement between Grantee and the City of Grand Island, as well as the contractual agreement between Grantee and the Empire Development, LLC, (“General Contractor”) (the “Construction Contract”). In so much as these agreements have specific requirements that must be met, decisions that impact these requirements during execution of the project shall be jointly discussed but final decisions rest with the Grantee. Decisions that are not material under either or both of the contracts referred to herein shall be at the discretion of Grantor after consultation with Grantee. Grantor shall supervise and oversee that the work to be completed conforms to the Plans & Specifications, as detailed in the Construction Contract and shall provide all certifications or documentations required of the Project Engineer as set forth in the Construction Contract.
3. **Grant Fee Schedule.** Grantee will serve as the fiscal agent with responsibility to provide timely payment to General Contractor and any other contractors who provide services toward the project. Grantor shall disburse Grant Funds to Grantee upon project milestones to be established.
4. **Naming Rights.** It is understood that the Grantor shall have the right to select the name of the expanded area, as well as the original Kaufman Plaza area, and shall have the right to select the party of any other naming opportunities, such as the stage. Additionally, Grantor shall have the right to design any signage to be displayed in the area. It is understood that final approval of these rights rests with the City of Grand Island.
5. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on December 30, 2022, unless extended in the same manner as the contract with the General Contractor. The Agreement may be terminated at any time and for any reason upon written notification. Upon Agreement termination, Grantee shall not be required to return any portion of the paid Grant Funds to Grantor, and Grantor shall have no further obligation to provide Grantee with any unpaid portion of the Grant Funds.
6. **Best Efforts.** Grantor agrees to use best efforts to ensure the timely performance and completion of the work required by General Contractor under the Construction Contract, including without limitation, the timely payment of all suppliers, subcontractors and any other person or entity performing work on the project.
7. **No Implied Agency.** Nothing in the Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made effective as of this _____ day of _____, 2022 (the “Effective Date”), by and between the GROW GRAND ISLAND, INC., a Nebraska non-profit corporation (the “GGI”) and EMPIRE DEVELOPMENT, LLC a Nebraska limited liability company (“Contractor”). GGI and Contractor are each and individually referred to as a “Party” and collectively as “Parties” to this Agreement.

WHEREAS, the GGI has contracted with the City of Grand Island, Nebraska (the “City”) to raise funds to expand the downtown plaza area located at vacated Wheeler Avenue between South Front Street and the alley between South Front Street and Third Street (“Plaza Expansion”);

WHEREAS, the Contractor has agreed to perform the work to complete the Plaza Expansion, as more particularly defined hereunder (the “Project”) for the fee and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Project. The Project shall be completed in strict conformance with the Plans and Specifications as detailed on Exhibit A, attached and incorporated herein by this reference (the “Plans & Specifications”). Any material change to the Plans & Specifications shall only be adopted pursuant to a signed written agreement between the Parties. By way of description and not limiting the work required to complete the Project pursuant to the Plans & Specifications, the Project shall include the following work:

- a. Site survey, tree protection, site preparation and demolition, grading, concrete, lighting, signage, site furnishings, installation of stage, stage cover, restroom infrastructure and parking lot modifications;
- b. The provision of all materials, equipment, and labor required;
- c. Compliance with Grand Island Public Works General Plans and Specifications sections: 4.05 through 4.17, 7.01 through 7.13, 7.15, and 8.03 through 8.05;
- d. The scheduling and supervision of all work;
- e. The timely payment of all fees, costs, charges, and expenses associated with the work, including all required permit fees;
- g. Site security in a manner that is reasonable under the circumstances during entire construction of the Plaza Expansion;
- h. Upon acceptance of the Plaza Expansion by the GGI, delivery to GGI of all project construction documents, records, as-builts, and manuals; and
- i. The design and construction of the Plaza Expansion shall be in compliance with, as applicable, ADA Standards for Accessible Design, and as amended, and implementing regulation, and building, electric, plumbing, and life safety codes adopted by

the City of Grand Island Agreement, is described on Exhibit A, attached and incorporated herein by this reference.

2. Project Price and Payment Terms. The total cost of the Project shall be \$_____ (the "Contract Price"), payable in monthly draws based on a percentage of completion including the cost of any materials delivered to and located at the work site, less a retainage of ten percent (10%). Percentage of completion shall be certified by an engineer/architect mutually acceptable to the Parties (the "Project Engineer"). Final payment, including retainage shall be payable within thirty (30) days after acceptance of the Project by GGI and the City.

3. Design & Construction; Time of Construction. The Plans & Specifications are subject to review and approval by the City Engineer, which review and approval shall not be unreasonably delayed. The City Engineer shall also timely review and approve all construction documents and final selections of building materials prior to construction.

The construction of the Project shall not commence prior to _____, 2022 and shall be completed no later than _____, 2022, subject to reasonable construction extensions for weather delays properly documented and approved by the Project Engineer (the "Construction Period"). Any requested extensions beyond the Construction Period must be made to GGI in writing and shall be granted or denied in GGI's sole discretion.

4. Warranty. Contractor and its agents warrant that the Project will be constructed and completed in a good and workmanlike manner, and Contractor's performance under this Agreement shall be, in strict compliance with the Plans & Specifications, the requirements of GGI under this Agreement, and in compliance with all applicable codes, standards, laws and regulations, and the Project shall be and remain free from defect and/or faulty construction and shall be and remain in sound working order for a period not less than one (1) year. If a defect or fault in construction is discovered within that time, Contractor agrees to repair and/or replace such defective or faulty portion of the Project at no cost to the GGI.

5. GGI's Right of Entry and Inspection. GGI, including its agents and the City, reserves the right to enter upon any land affected by the Project at any time for purposes of inspecting the Project. Final inspection shall be the responsibility of GGI, or such individual or entity selected by the GGI.

6. Indemnification. Contractor, on behalf of itself and its respective agents, officials, representatives, officers, directors, shareholders, employees, attorneys, successors, assigns, heirs, insureds, subsidiaries, and related companies and entities, hereby agrees to release, defend, indemnify, and hold harmless GGI, the City and both's agents, officials, representatives, officers, directors, employees, attorneys, successors, assigns, heirs, subsidiaries, and related entities, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney's fees and costs, asserted by any person, company, or

entity for any claims and/or for any expenses incurred, based on, arising out of, or related in any way, directly or indirectly, to GGI's use of Contractor's services under this Agreement. Contractor shall be responsible for any hazards created through its acts or omissions or those of its agents or employees. Contractor shall indemnify and hold GGI harmless from all construction, mechanics' and other liens arising out of or relating to the Project or real property interests being conveyed hereunder.

7. Release by Contractor; Encumbrances and Liens. Contractor, on behalf of itself and its respective agents, officials, representatives, officers, directors, shareholders, employees, attorneys, successors, assigns, heirs, subsidiaries, and related companies and entities, irrevocably and unconditionally waives, releases, acquits, and forever discharges GGI, and its respective agents, officials, representatives, officers, directors, employees, attorneys, successors, assigns, heirs, subsidiaries, and related entities, from any and all claims, demands, actions, causes of action, suits, damages, charges, liability, liquidated or unliquidated, Contractor may have or acquire that are based on, arise out of, or relate in any way either directly or indirectly to GGI's use of Contractor's services under this Agreement, including but not limited to any claim for direct damages, or any claim for any special, indirect, or consequential damages, including without limitation, damages for lost profits, loss of data or costs of procurement of substitute goods or services, or for any claim for damages or other relief of any kind whatsoever, including but not limited to attorney fees and costs.

Neither the Contractor nor anyone claiming by, through, or under the Contractor shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever upon the Plaza Expansion, the underlying real property, or any property owned by the City. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any materials, service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon. Contractor shall provide a payment bond or bonds in a sum not less than the Contract Price with a corporate surety company and agent conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the erecting, furnishing, or repairing of the Project or in performing This Agreement.

8. Protections Cumulative. The Parties agree that the releases, indemnifications, disclaimers of warranties or guarantees, and similar protections for the GGI contained in this Agreement are cumulative to and in addition to any other protections, relief, remedies, or other recourse available to the GGI under law.

9. Insurance. Contractor, at Contractor's sole cost and expense, shall procure and maintain all bodily injury, property damage, and liability insurance appropriate and/or required by law for the Project, with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence; and broad form peril insurance coverage of the Project in an amount not less than the Contract Price. All such insurance policies shall insure, on an occurrence basis, against liability of Contractor, its employees and

agents arising out of or in connection with, or related in any way, directly or indirectly, to the Project, all as provided for herein. GGI and the City shall be named as an additional insured on any such policy for purposes of the Project. Contractor shall provide to GGI and the City a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the execution of this Agreement. Contractor shall provide worker's compensation insurance coverage and shall require all subcontractors to provide such coverage under the Nebraska Worker's Compensation Act.

10. Assignment. Neither Party's interests under this Agreement may be assigned to a third-party without the prior written consent of the other Party, such consent to not be unreasonably withheld.

11. Severability. Invalidity of any provision of this Agreement shall not render invalid any of the other provisions of this Agreement. It is the intention of the Parties that this Agreement shall constitute a binding and legally enforceable agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska. This Agreement shall be binding upon the parties hereto, their respective legal representatives, successors and assigns.

13. No Reliance on Other Party. The parties hereto agree that in entering into this Agreement they have each relied upon their own judgment and knowledge. Each Party represents that no representations or warranties have been made by any Party hereto, other than as set forth in this Agreement, to induce the other Party to enter into this Agreement.

14. Entire Agreement. This Agreement, including attachments and exhibits hereto sets forth the entire agreement between the signatory parties and fully supersedes any and all prior agreements or understandings between these parties pertaining to this subject matter.

15. Modification. This Agreement may be modified only by written instrument signed by both Parties.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and service is made either by (i) personal delivery, in which case the service shall be deemed received the date of such personal delivery; or (ii) U. S. Mail, return receipt requested, in which case the notice shall be deemed to have been received as shown in such return receipt, to the following address:

If to the GGI:

Grow Grand Island, Inc.
ATTN: Tonja Brown
PO Box 777
Island, Nebraska 68802

If to Contractor:

Empire Development, LLC
ATTN: Amos Anson
4234 Arizona Ave.
P.O. Box 1665
Grand Island, NE 68802

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement as of the date opposite their signature.

GROW GRAND ISLAND, INC.:

By: _____ Date _____

Its: _____

CONTRACTOR:

EMPIRE DEVELOPMENT, LLC

By: _____ Date _____

Its: _____

RESOLUTION 2022-164

WHEREAS, Amur Equipment Finance, Inc. (Amur) approached Grow Grand Island, Inc. (GGI) with a vision and design for the downtown plaza area in Railside, which expands the existing gathering area and creates a greenspace environment; and

WHEREAS, the expansion of the downtown plaza is to be located upon vacated Wheeler Avenue between the north one-half of Block Fifty-Six and the north one-half of Block Fifty-Seven, Original Town, now City of Grand Island; and

WHEREAS, the project includes extensive landscaping (grass, plants, trees, pavers, etc.) in the current parking lot area directly north of the existing downtown plaza area (excluding the alley) extending to South Front Street, a permanent berm for use as a stage, a removable stage cover, solar lighting, infrastructure for electricity and potential future public restroom(s); and

WHEREAS, upon completion of the improvements, approval by the city engineer, and acceptance by the City Council, the improvements will become City property through a donation from GGI; and

WHEREAS, City administration and Railside BID will develop a plaza operation/maintenance agreement to be submitted for City Council consideration at a later date.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, as follows:

1. The Donation and Construction Agreement between Grow Grand Island, Inc. and the City of Grand Island is hereby approved for the expansion of the downtown public plaza upon vacated Wheeler Avenue between the north one-half of Block Fifty-Six and the north one-half of Block Fifty-Seven, Original Town, now City of Grand Island; and
2. Grow Grand Island, its contractors and subcontractors, are hereby authorized to construct, place, and erect upon the above-described City property the improvements as contemplated by the above-mentioned construction agreement and approved by the City Engineer.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2022	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of May 25, 2022 through June 14, 2022

*The Claims for the period of May 25, 2022 through June 14, 2022 for a total amount of \$5,960,715.57.
A MOTION is in order.*

Staff Contact: Patrick Brown



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item X-1

Strategy Session Regarding FOP Union Negotiations

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Aaron Schmid, Human Resources Director