
City of Grand Island



Tuesday, July 12, 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 - Father Jorge Canela, St. Mary's Cathedral, 204 South Cedar 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, July 12, 2022

Council Session

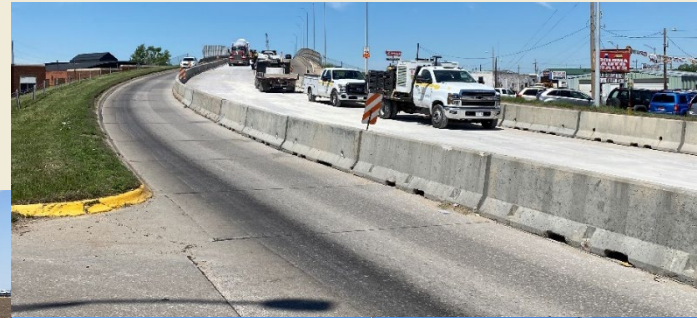
Item E-1

Public Hearing on the One & Six Year Street Improvement Plan

City Council action will take place on June 26, 2022.

Staff Contact: Keith Kurz PE, Interim Public Works Director

Capital Projects 2022/2023



Keith Kurz, PE
Interim City Engineer/Public Works Director

2022 Projects

- Annual Curb Ramp Project No. 2022-CR-1
- Webb Rd Paving Assessments
- Pavement Condition Assessment
- Five Points Intersection Improvements
- Old Potash Hwy; North Rd to Webb Rd
- Highway 30 Realignment
- Broadwell/UPRR Grade Separation
- North Rd; 13th St to Hwy 2
- North Rd; Old Potash Hwy to 13th St
- North Rd; Hwy 30 to Old Potash Hwy
- US Hwy 30 Bridges
- Custer Ave Rehabilitation
- Eddy St Underpass Rehabilitation
- Capital Ave; Moores Creek to North Rd
- Hwy 2: Cairo to Grand Island
- Locust St; 2nd St to Fonner Park Rd
- Claude Rd Extension
- GI North; Hwy 281 (NDOT)
- Bond Payment
- NW Flood Control Project
- Moores Creek Drain Ext- Water Tower Culverts
- Moores Creek Detention Cell- OPH/North
- N 80 Wetland Delineation
- Sidewalk Cost Share Program
- PVIP Drainage Dist No. 2020-1
- JBS Trail Culvert
- Brookline Drainage/Henry St Drainage

2022 Capital Improvement Projects Funded by Gas Tax

<i>Project</i>	<i>2022 Budget</i>	<i>2022 Forecast</i>
Annual Curb Ramp Project (2021-CR-1)	\$ 165,000	\$ 150,000
Webb Rd Paving Assessments	\$ 120,000	\$ 80,500
Pavement Condition	\$ 165,000	\$ 145,000
Five Pts Intersection Improvements	\$ 50,000	\$ 45,000
Old Potash Hwy; North Rd to Webb Rd	\$ 2,350,000	\$ 2,800,000
US 30 Realignment	\$ -	\$ 1,000
Broadwell /UPRR Grade Separation	\$ 70,000	\$ 47,000
North Rd; 13th St to Hwy 2	\$ 2,000,000	\$ 1,721,000
North Rd; Old Potash Hwy to 13th St	\$ 3,525,000	\$ 3,012,000
US Hwy 30 Bridges	\$ 230,000	\$ 215,000
North Rd; Old Potash to Hwy 30	\$ 25,000	\$ 1,400
Custer Ave Rehabilitation	\$ 3,005,000	\$ 2,580,000
Eddy St Underpass Rehabilitation	\$ 1,300,000	\$ 1,265,000
Capital Ave; Moores Creek to North Rd	\$ 2,235,000	\$ 1,733,308
Hwy 2; Cairo to Grand Island	\$ 1,100,000	\$ 1,800,000
Locust St; 2nd St to Fonner Park Rd	\$ 450,000	\$ 311,000
Claude Rd ROW	\$ 750,000	\$ 750,000
GI North- 281	\$ -	\$ 124,000
Bond Payment	\$ 1,708,850	\$ 1,710,000
Unassigned	\$ 100,000	\$ -
	\$ 19,348,850	\$ 18,491,208

2022 Capital Improvement Projects Funded by General Fund

<i>Project</i>	<i>2022 Budget</i>	<i>2022 Forecast</i>
NW Flood Control Project	\$ 35,000	\$ 35,000
Moores Creek Drain Ext- Water Tower Culverts	\$ 325,000	\$ 378,300
Moores Creek Detention Cell- OPH/North Rd	\$ 325,000	\$ 254,000
N 80 Wetland Delineation	\$ 200,000	\$ 6,700
Moores Creek Drainway	\$ -	\$ 150
Sidewalk Cost Share Program	\$ 25,000	\$ 25,000
PVIP Drainage Dist No. 2020-1	\$ 250,000	\$ 35,000
JBS Trail Culvert	\$ -	\$ 232,700
Brookline/Henry St Drainage	\$ 450,000	\$ 415,400
	\$ 1,610,000	\$ 1,382,250

Summary of Capital Improvement Projects

<i>Project</i>	<i>2022 Budget</i>	<i>2022 Forecast</i>
Funded by Gas Tax	\$ 19,348,850	\$ 18,491,208
Funded by General Fund	\$ 1,610,000	\$ 1,382,250
	\$ 20,958,850	\$ 19,873,458

Proposed Capital Projects for 2022/2023

- Annual Curb Ramp Project No. 2023-CR-1
- Webb Rd Paving Assessments
- Five Points Intersection Improvements
- Broadwell/ UPRR Grade Separation
- North Rd; Old Potash Hwy to 13th St
- North Rd; US Hwy 30 to Old Potash Hwy
- Custer Ave; Old Potash Hwy to Forrest St
- Eddy St Underpass Rehabilitation
- Locust St; 2nd St to Fonner Park Rd
- Veterans Legacy
- Claude Road Extension
- Bond Payment
- Northwest Flood Control
- N 80 Wetland Delineation
- Sidewalk Cost Share Program
- PVIP Drainage District No. 2020-1
- Citywide Drainage
- Street/Fleet New Facility
- Brookline/Henry Drainage Improvements



Annual Curb Ramp Project No. 2023-CR-1

\$165,000

Required by the Federal American Disabilities Act (ADA) Regulations –installation program follows the previous year’s asphalt program and other priority corridors. Additional locations are added as funds allow.



Five Points Intersection Improvements

\$586,900 / \$3,420,000



- Public right-of-way has been acquired
- Finishing design
- Letting scheduled Fall 2022/Construction Spring 2023 (subject to change)

Broadwell/UPRR Grade Separation

\$100,000/ \$28,350,000



- 🌊 Address solutions to vehicle traffic conflicts with railroad crossing
- 🌊 Anticipate 10 year process to acquire funds (began FY 2019)
- 🌊 Finish PEL- Planning and Environmental Linkages Study Fall 2022
- 🌊 Seeking funding through NDOT
 - 🌊 Aiming to get a Program Agreement to begin Environmental & Engineering in FY 23 (80/20 match)
- 🌊 Possible grants available- Infrastructure for Rebuilding America (INFRA) and Rebuilding American Infrastructure with Sustainability and Equity (RAISE)



UNION PACIFIC RAILROAD & BRODWELL AVENUE GRADE SEPARATION FEASIBILITY STUDY

2018 - 2019 CAPITAL IMPROVEMENT PROJECTS



North Road; Old Potash Hwy to 13th Street

\$500,000/ \$4,595,296

- Improvements from the intersection of 13th Street and North Road to the intersection of Old Potash Highway and North Road
- Concrete curb and gutter section with sidewalk, traffic control, drainage and other associated improvements
- Open to traffic Fall 2022/ Final Completion Spring 2023



North Road; US Hwy 30 to Old Potash Hwy

\$2,650,000/ \$3,014,768

- Improvements from the intersection of Old Potash Highway and North Road to the intersection of Highway 30 and North Road
- Concrete curb and gutter section with sidewalk, traffic control, drainage and other associated improvements
- Last section of North Road; Highway 2 to US Highway 30



Custer Avenue; Old Potash Hwy to Forrest St

\$1,700,000/ \$4,280,000

- Full depth removal of the driving lanes
- Project will be constructed in 3 phases
 - Phase I- Old Potash Hwy to Faidley Ave
 - Phase II- Faidley Ave to 13th St
 - Phase III- 13th St to Forrest St (design started)
 - Construction 2023



Eddy Street Underpass Rehabilitation

\$300,000/ \$1,500,000

- Preventative concrete patching, wall surface treatments, bird spikes and other items will be addressed
- Construction 2022 into 2023
 - Final work and restoration FY2023



Locust St; 2nd St to Fonner Park Rd

\$450,000 / \$10,761,000

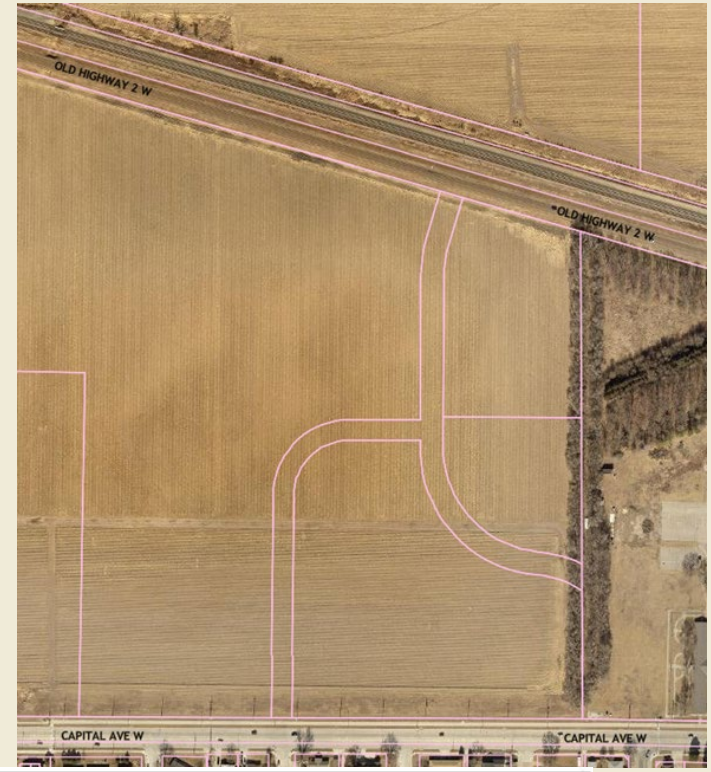
- Full depth replacement of roadway with concrete curb and gutter
- Remedy alignment issues at intersections along corridor
- Drainage improvements
- Final Engineering/ROW FY 2023
- Construction FY 2024/2025



Veterans Legacy

\$150,000/ \$1,350,000

- ➊ Paving and drainage development north of Capital Avenue, East of Webb Road
- ➋ Design work to take place FY2023
- ➌ Dependent upon funding from other sources
- ➍ Construction TBD



Claude Road Extension

\$2,400,000/ \$2,400,000

- North of Faidley Avenue to State Street
 - Control access points
 - Improve traffic performance and safety
- Relieve congestion along Diers Avenue
- Finish design
- Construction of roadway between Diers Avenue and Claude Road (south of State St) FY 2023

Northwest Flood Control

\$20,000/ \$7,800,000

-  Completion anticipated December 2022
-  Yearly maintenance costs upon project completion

N 80 Wetland Delineation

\$210,000/ \$2,000,000

- City owned wetland bank
- Anticipated this will double as a detention cell to allow additional water storage on the north end of town
- Improve drainage depths in Moores Creek within the City
- Continue Engineering/Permitting
- Currently in USACE public notice period



Sidewalk Cost Share Program

\$25,000

- Per Ordinance No. 9764
- Repair displaced, broken, and/or ADA deficient sidewalks in the public ROW
- Construct segments of sidewalk to fill in the network along streets within City limits
- 7 applications received in FY22, with \$12,375.66 paid out (including engineering services)



PVIP Drainage District No. 2020-1

\$250,000/ \$600,000

- Design and construction of drainage outlet in the Platte Valley Industrial Park area
- City portion of a partnership with Hall County, CPNRD & GIAEDC
- City cost will be recouped by assessment district



Citywide Drainage

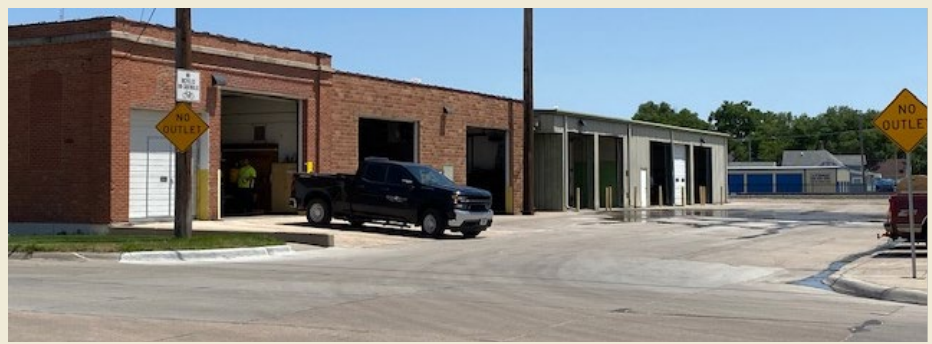
\$250,000

- Use data collected over past years to improve drainage in various areas of the City
- Develop hydraulic computer models to analyze performance of storm sewers
- Identify weaknesses or improvements that will increase storm sewer capacity and plan future work
- Pilot model area that could lead to overall City model
- Small projects may be built if budget allows

Street/Fleet Facility Study

\$150,000

- Investigate current facility use and study feasibility of new facility
- Current facility owned by UPRR
 - Lease expires October 2023, with yearly renewal thereafter





Brookline Drive Drainage Improvements South Street/Henry Street Drainage Improvements

\$50,000 / \$465,400

- Brookline Drive- improve drainage along Brookline Drive, east of South Locust St
- South Street/Henry Street- Improve intersection drainage to stop roadway washout
- Completion of project from FY 2022



2023 Capital Improvement Projects Funded with Gas Tax Money

Annual Curb Ramp Project (2023-CR-1)	\$ 165,000
Webb Rd Paving Assessments	\$ 80,500
Five Points Intersection Improvements	\$ 586,900
Broadwell /UPRR Grade Separation	\$ 100,000
North Rd; Old Potash Hwy to 13th St	\$ 500,000
North Rd; US Hwy 30 to Old Potash Hwy	\$ 2,650,000
Custer Ave; Old Potash Hwy to Forrest St	\$ 1,700,000
Eddy St Underpass Rehab	\$ 300,000
Locust St; 2nd St to Fonner Park Rd	\$ 450,000
Veterans Legacy (contingent on other funding)	\$ 150,000
Claude Road Extension	\$ 2,400,000
Bond Payment	\$ 1,708,850
	\$ 10,791,250

2023 Capital Improvement Projects Funded by General Fund

NW Flood Control Project	\$ 20,000
N Moores Creek 80 Wetland Delineation	\$ 210,000
Sidewalk Cost Share Program	\$ 25,000
PVIP Drainage District No. 2020-1	\$ 250,000
Citywide Drainage	\$ 250,000
Street/Fleet Facility Study	\$ 150,000
Brookline/Henry St Drainage	\$ 50,000
	\$ 955,000

2023 Capital Improvement Budget Summary

<i>Project</i>	<i>2023 Budget</i>
Funded by Gas Tax & Sales Tax	\$ 10,791,250
Funded by Sales Tax	\$ 955,000
	\$ 11,746,250

- *\$165,000 of capital dollars is mandated (ADA Curb Ramps)*
- *\$100,000 of capital dollars is funding Federal Aid projects*
- *\$586,900 of capital dollars is funding NDOT Safety projects*

2023 Funding Sources- 210 Fund

Projected 2022 Ending Cash Balance	\$ 3,771,411
State Gas Tax Fund	\$ 6,630,227
NDOT Buy Backs	\$ 1,040,000
1/2 Cent Sales Tax	\$ 6,825,550
Other Funding Sources (Veterans Legacy)	\$ 150,000
Other Revenue	\$ 2,622,244
Bond	\$ -
Total Available Funding	\$ 21,039,432
210 Fund Capital Projects	\$ 11,416,250
210 Streets Expenses	\$ 5,727,767
210 Streets Non-Capital Projects	\$ 1,819,800
Total Expenses	\$ 18,963,817
Ending Cash Balance in 210 Fund	\$ 2,075,615

2023 Future Project Expenses

<i>Project</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Annual Handicap Ramp	\$ 165,000	\$ 169,950	\$ 175,000	\$ 180,000	\$ 185,700	\$ 191,400
Webb Rd Paving Assessments	\$ 80,500	\$ 80,500	\$ 80,500	\$ -	\$ -	\$ -
Five Points Intersection Improvements	\$ 586,900	\$ -	\$ -	\$ -	\$ -	\$ -
Hwy 30 Realignment	\$ -	\$ -	\$ 892,566	\$ -	\$ -	\$ -
Broadwell /UPRR Grade Separation	\$ 100,000	\$ 720,000	\$ 420,000	\$ 933,000	\$ 467,000	\$ 18,720,000
North Rd; Old Potash Hwy to 13th St	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
North Rd; Old Potash Hwy to Hwy 30	\$ 2,650,000	\$ -	\$ -	\$ -	\$ -	\$ -
Custer Ave; Old Potash Hwy to Forrest St	\$ 1,700,000	\$ -	\$ -	\$ -	\$ -	\$ -
Eddy St Underpass Rehab	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -
Locust St; 2nd St to Fonner Park R	\$ 450,000	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -
Veterans Legacy (contingent on other funding)	\$ 150,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -
Claude Rd; State St/Diers Ave to Claude Rd	\$ 2,400,000	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Payment	\$ 1,708,850	\$ 1,763,150	\$ 1,759,350	\$ 1,758,450	\$ 1,760,250	\$ 1,762,450
NW Flood Control Project	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
N Moores Creek 80 Wetland Detention	\$ 210,000	\$ 1,400,000	\$ 350,000	\$ -	\$ -	\$ -
Sidewalk Cost Share Program	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
PVIP Drainage District No. 2020-1	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
Citywide Drainage	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Street/Fleet Facility Study	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
Brookline/Henry Drainage Improvements	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 11,746,250	\$ 10,608,600	\$ 8,952,416	\$ 3,146,450	\$ 2,687,950	\$ 20,948,850



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 3212 S. Locust St (Bosselman, Inc.)

Council action will take place under Consent Agenda item G-6.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 12, 2022

Subject: Acquisition of Utility Easement – 3212 S. Locust St –
Bosselman, Inc.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Statutes state that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The Utilities Department needs to acquire an easement tract through a part of Lot Eight (8), Woodland Second Subdivision, in the City of Grand Island, Hall County, Nebraska (3212 S. Locust St.), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Grand Island Utilities Department needs to upgrade the underground electric infrastructure along Ramada Road. To accommodate the upgrade, a high voltage terminal will be replaced, a radial feed from the South will be removed, the 1/0- 3 phase cable will be replaced, and the existing transformer will be relocated. The proposed easement will allow the Department to install, access, operate, and maintain the electrical infrastructure at this location.

Alternatives

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

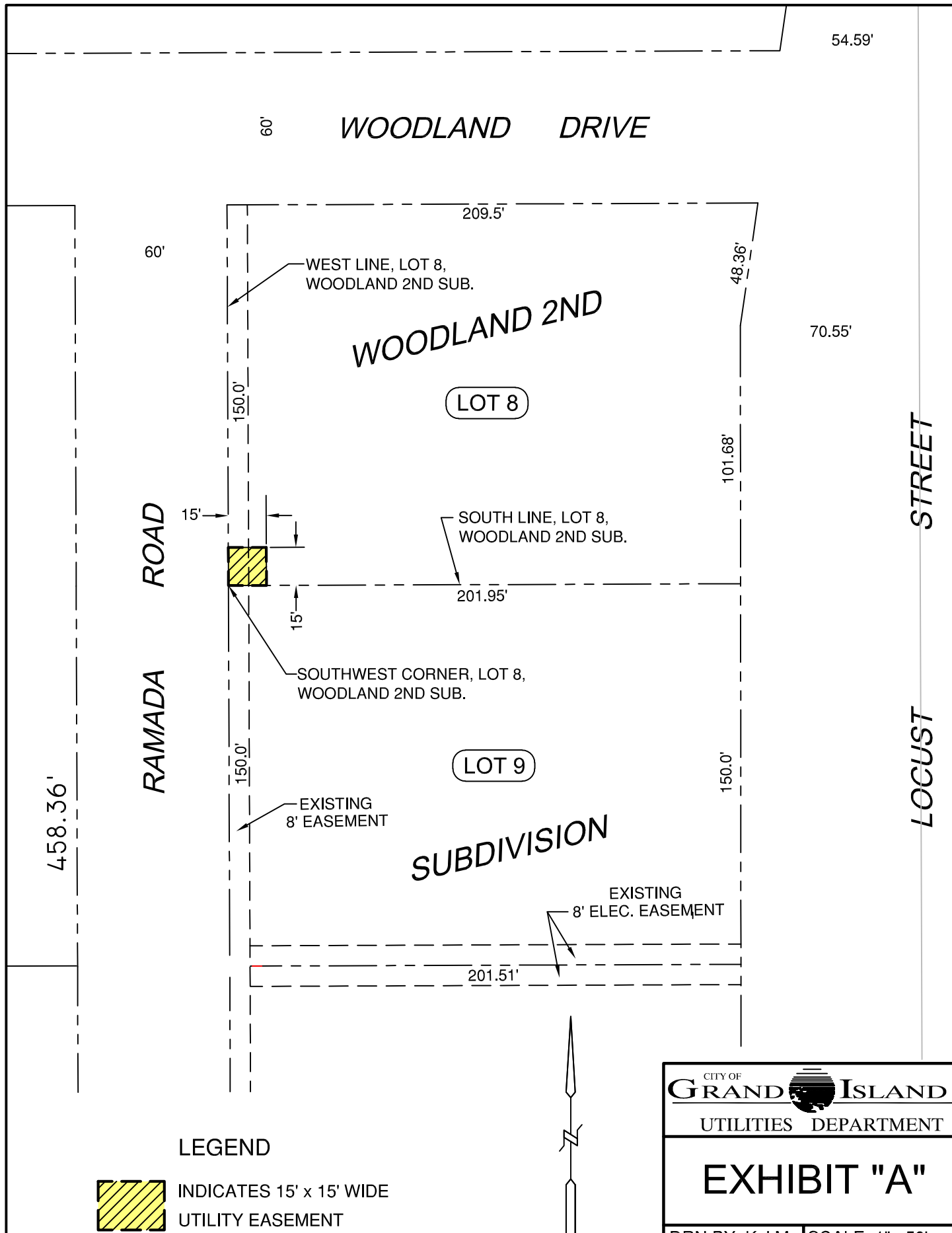
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND



INDICATES 15' x 15' WIDE
UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT
EXHIBIT "A"
PREPARED BY: K. J. M. SCALE: 1" = 50'



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item E-3

Public Hearing on Request from MidAmerica Washout, LLC for a Conditional Use Permit for a Livestock Trailer Washout facility located at 4009 W. Wood River Road in the NE 1/4, Sec. 23-10-10 - Southwest Corner of the Intersection of Wood River Road and North Road

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity AICP, Regional Planning Director

Meeting: July 12, 2022

Subject: Public Hearing on Request of MidAmerica Washout, LLC for a Conditional Use Permit to allow for a livestock trailer washout facility as permitted by the AG-2 zoning district regulations. The proposed site would be the northeast 2.5 acres of a 63 acre tract in the NE ¼ of Section 23 Township 10 north, Range 10 west of the 6th PM at 4009 W. Wood River Road. This 2.5 acres is within zoning jurisdiction of the City of Grand Island.

Presenter Chad Nabity AICP, Regional Planning Director

Background

This request is for Council approval to allow for this property to be used as a livestock trailer washout facility at the above referenced address (the southwest corner of the intersection of North Road and Wood River Road). The waste water lagoons that provided sewer treatment for Bosselville Subdivision along U.S. Highway 281 including the truck center, hotel and restaurants, until last year, are also on this site but outside of the 2 mile extraterritorial jurisdiction of the City of Grand Island. These lagoons are no longer in use as the Bosselville development is connected to Grand Island municipal sewer. The County initially issued conditional use permits for those lagoons in 1996 and renewed them every five years with last dated October 2016.

A conditional use permit is required as the current zoning classification AG-2 (secondary agricultural) does not allow for this type of use as a permitted principal use. The zoning classification sections 36-55 does list as a permitted conditional use, livestock trailer washout. This change was approved in May of 2022. Conditional uses in the zoning code must be approved or denied by the City Council in the form of a conditional use permit after a finding that the proposed use will or will not comply with the purposes as identified in the Code.

Section 36-2 of the Grand Island Zoning Code, Purposes: This chapter has been made in accordance with a comprehensive plan and to promote the health, safety, and general welfare of the community; to lessen congestion in streets; to secure safety from fire and other dangers; to provide adequate light and air; to promote the distribution of population, land classifications and land development to support provisions for adequate transportation, water flows, water supply, drainage, sanitation, recreation, and other

public requirements; to protect property against blight and depreciation; and to secure economy in government expenditures.

Discussion:

A livestock trailer washout facility may be permitted in the AG-2 zoning district by conditional use permit. This location is just past the paved portion of Wood River Road and about 3/4 of a mile from the Bosselman Travel Center. It is located on the same property as the wastewater lagoons that were previously used to treat the sewage from the travel center and surrounding development from 1996 to 2021. The travel center and surrounding development are currently hooked up to city sewer along U.S. Highway 281 and these lagoons are surplus.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon these operations.

1). USE: The proposed uses are limited to livestock trailer washout facilities.

2). PRIMARY CONDITIONS:

(a). Construction of the trailer washout shall begin within 18 months approval of this permit.

(b) The permit shall be granted for an indefinite period and shall run with the land; in the event that the use is discontinued for a continuous period of 12 months the permit shall be considered void and a new permit shall be required to continue operation.

(c). Prior to issuance of building permits for the facility the applicant shall receive all necessary approvals from both the Nebraska Department of Environment and Energy (NDEE) and Hall County for the operation of the waste water treatment lagoons and solids storage associated with the treatment located on the southern side of this property or shall make provisions for connecting to municipal sewer.

(d). The applicant shall maintain permits required by NDEE and Hall County or connect to municipal sewer for the life of this operation.

(e). Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within any easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code, nor shall the existing grade elevations be altered.

(f). All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

(g). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

(h). Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

(i). Applicant shall maintain any and all drainage ditches that may be located upon the real property.

(j). Applicant shall not permit the hauling of material from the premises and over and across any public highway or road unless said material is complete dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

(k). All storm water accumulated upon the premises by virtue of such operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land not under common ownership. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

(l). All waste water generated by virtue of such operations shall be treated in the lagoons on the property and treated water shall be released in a manner approved by and consistent with regulations enforced by NDEE.

(m). Applicant shall begin the operation within a period of 12 months from the issuance of the building permit or if the applicant fails to begin operations within the 12 months of such issuance the permit shall be considered null and void and subject to reapplication and rehearing.

It appears that this application and proposal will meet or exceed the established conditions as the proposed.

Alternatives

It appears the Council has the following alternatives concerning the issue:

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

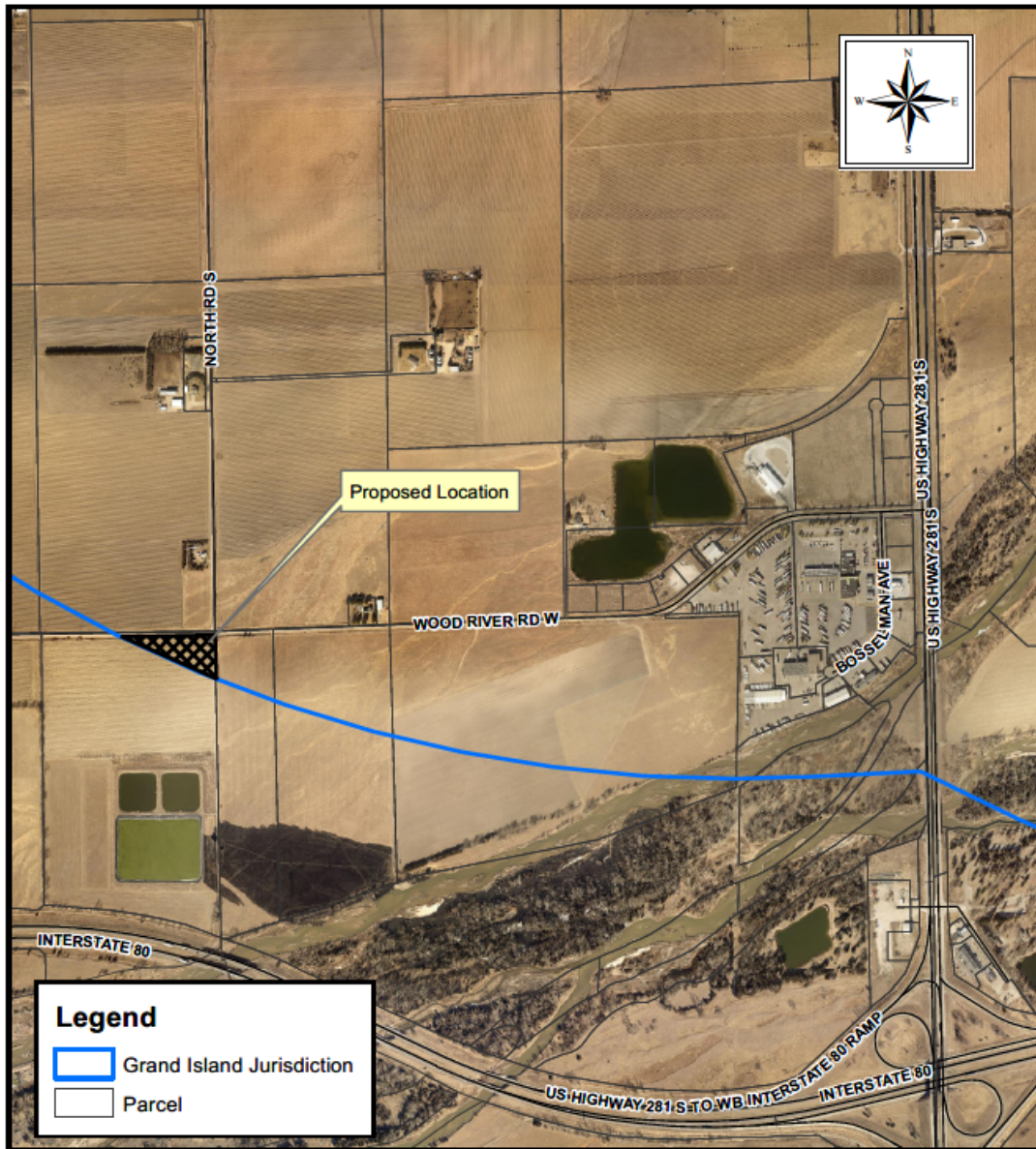
Recommendation

Approve the request with the identified conditions presented by City Administration, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the conditional use as proposed in the application and including the conditions identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the applications conforms with the purpose of the zoning regulations.

PROPOSED LOCATION



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

Scale: NONE
For Illustration Purposes

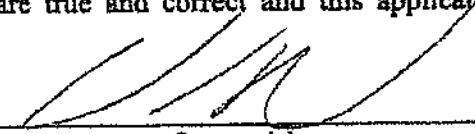
Amended S.D.U. - 6.27.2022
Conditional Use Permit Application

pc: Building, Legal, Utilities
 Planning, Public Works

1. The specific use/construction requested is: Livestock trailer washout facility, to be constructed by Mid America Truck Wash, LLC *Mid America Washout, - LLC*
2. The owner(s) of the described property is/are: Bosselman Pump and Pantry, Inc.
3. The legal description of the property is: A tract located in the NE1/4, Sec. ²³ 43, T10, R10W, Hall Co. *S.D.U. 6.27.2022*
4. The address of the property is: No situs
5. The zoning classification of the property is: AG-2
6. Existing improvements on the property is: None
7. The duration of the proposed use is: Perpetual
8. Plans for construction of permanent facility is: as soon as permitted by City and NDEE
9. The character of the immediate neighborhood is: agricultural with commercial immediately east
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Trailer washouts are vital to Hall County/Grand Island economy and are compatible with other AG-2 uses.

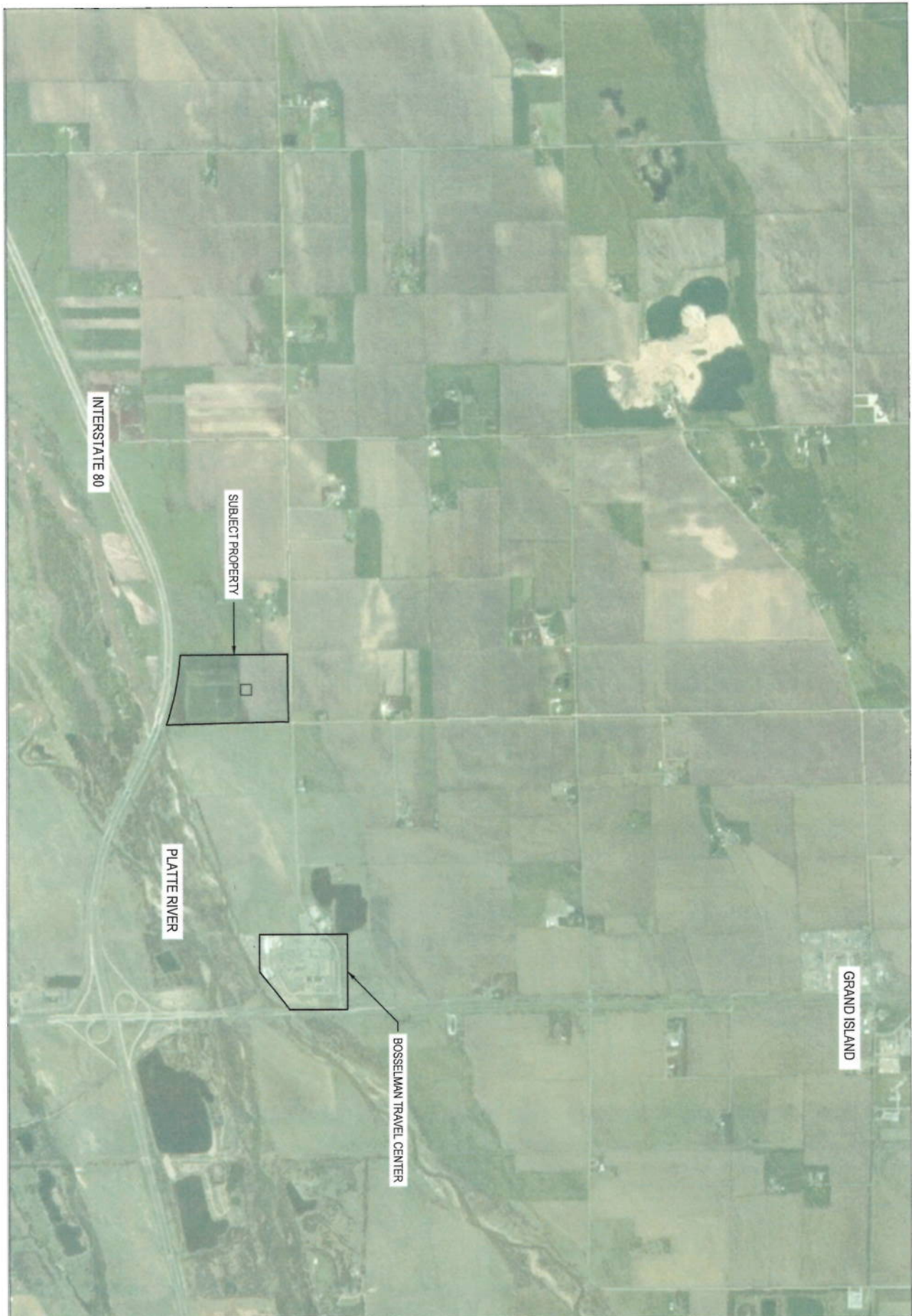
I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

June 17, 2022
 Date
402.475.8433
 Phone Number


 Owners(s)
 c/o Stephen Mossman,
 attorney for Mid America Truck Wash, LLC
 134 S 13th Street, Suite 1200
 Address

Lincoln NE 68508
 City State Zip

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



INTERSTATE 80

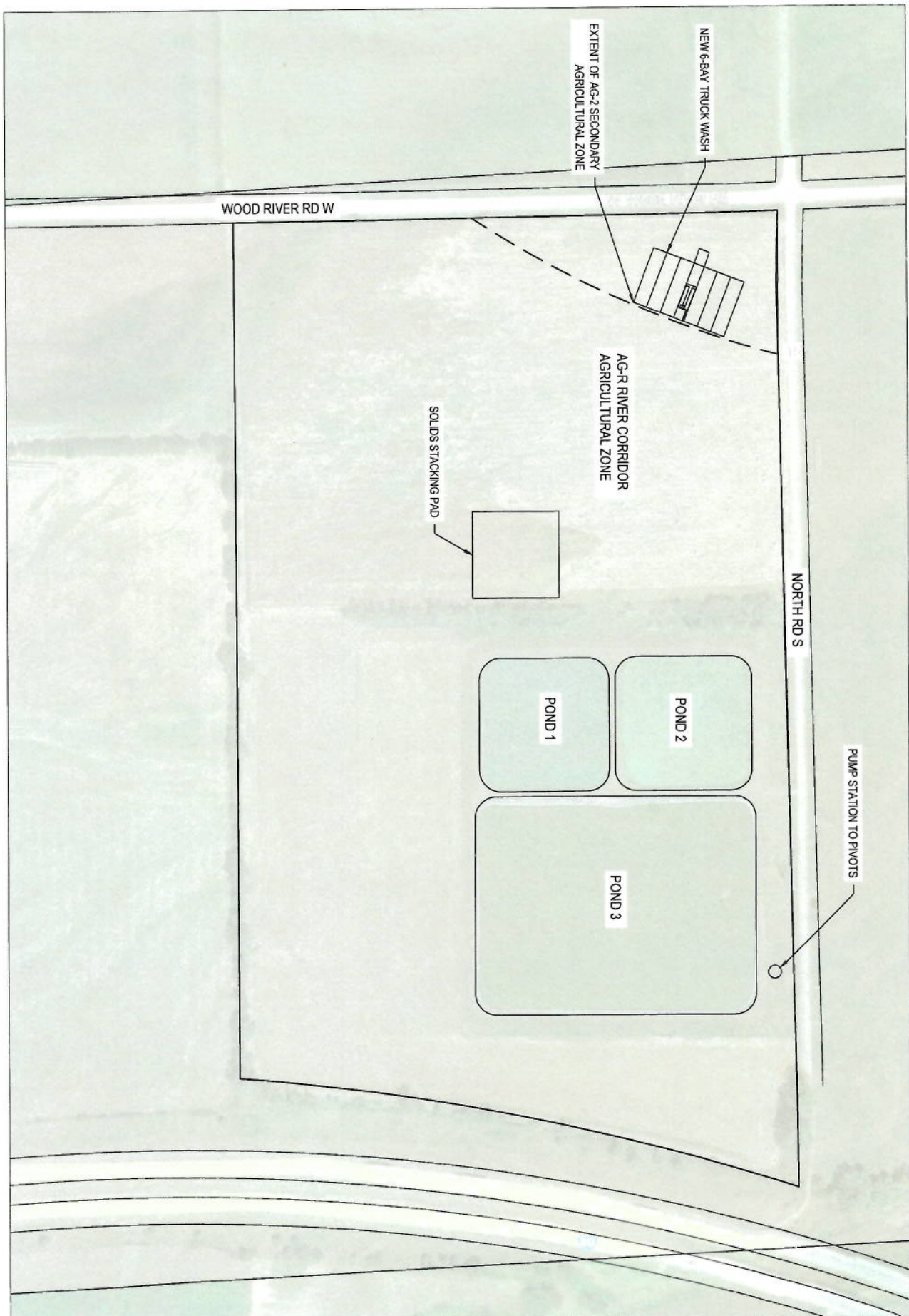
SUBJECT PROPERTY

PLATTE RIVER

BOSSELMAN TRAVEL CENTER

GRAND ISLAND

C1.0		15460 NW 48th St. Raymond, NE 68428 Office: (402) 783-2100 Fax: (402) 783-2104 Web Site: www.settje.com	GRAND ISLAND TRUCK WASH HALL COUNTY GRAND ISLAND, NE	SITE LOCATION	Date Printed 6/23/22
				Drawn By Draher Reviewed By Engineer	
					



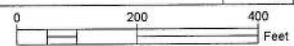
C1.1



15460 NW 48th St.
 Raymond, NE 68428
 Office: (402) 783-2100
 Fax: (402) 783-2104
 Web Site: www.settje.com

GRAND ISLAND TRUCK WASH
 HALL COUNTY
 GRAND ISLAND, NE

SITE PLAN WITH AERIAL



Date Printed	6/29/22
Drawn By	Drafter
Reviewed By	Engineer





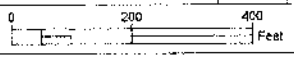
C1.2



15450 NW 48th St.
 Raymond, NE 68428
 Office: (402) 783-2100
 Fax: (402) 783-2104
 Web Site: www.settje.com

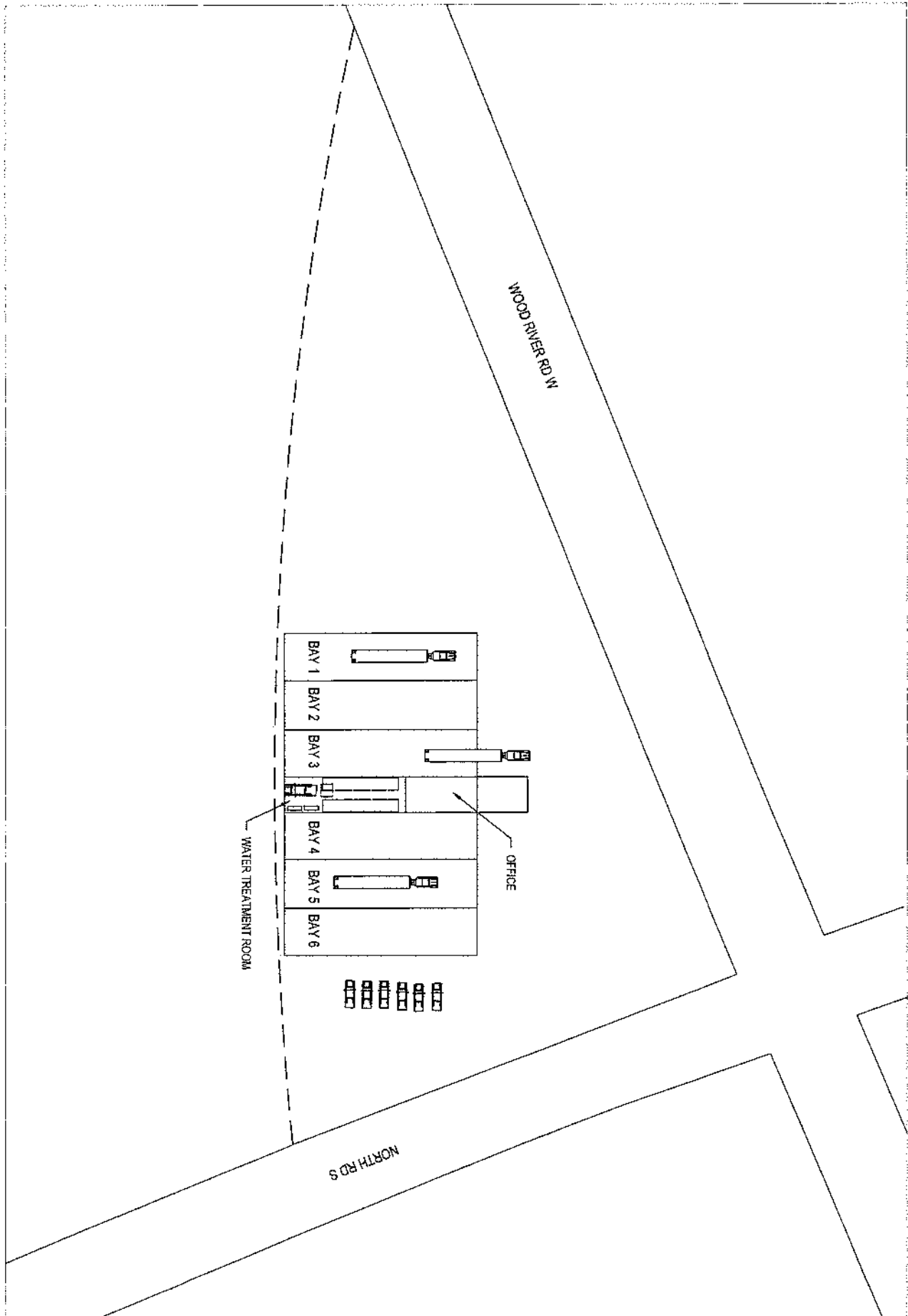
GRAND ISLAND TRUCK WASH
 HALL COUNTY
 GRAND ISLAND, NE

SITE PLAN



Date Printed	4/29/22
Drawn By	Craber
Reviewed By	Engvall





C1.3	 Agri-Services & Engineering, Inc.	15460 NW 48th St. Raymond, NE 68426 Office: (402) 783-2100 Fax: (402) 783-2104 Web Site: www.settle.com	GRAND ISLAND TRUCK WASH HALL COUNTY GRAND ISLAND, NE	SITE PLAN	Date Printed: 6/28/22	
		Drawn By: [Blank]	Checked By: [Blank]	Reviewed By: [Blank]	Engineer: [Blank]	
						



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item F-1

#9885 - Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Peacocks

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Interim City Attorney
Meeting: July 12, 2022
Subject: Amend City Code §5-41.2
Presenter(s): Stacy R. Nonhof, Interim City Attorney

Background

Currently there is no prohibition preventing ownership of peafowl within the City limits of Grand Island. Pursuant to a complaint by a citizen of Grand Island, this matter was addressed by the Animal Advisory Board on June 23, 2022.

Discussion

On June 23, 2022, the Animal Advisory Board met to discuss the matter of peafowl within the City limits. The request was made to have the City prohibit ownership of these birds as they are loud and create a nuisance. This Ordinance is in conformance of the directive of the Animal Advisory Board to prohibit ownership of these birds. This Ordinance does not address the peafowl that are already within the City limits, but will rather prohibit anyone from lawfully owning these birds in the future. The birds currently in Grand Island are not owned by anyone.

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 has recommends approval of Ordinance No.9885

Sample Motion

Move to approve Ordinance No. 9885

ORDINANCE NO. 9885

An ordinance to amend Chapter 5 of Grand Island City Code; to add Section 5-41.2; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 5-41.2 of the Grand Island City Code is hereby amended to add and read as follows:

CHAPTER 5 ANIMALS

§ 5-41.2 Peafowl Prohibited

No person shall keep or maintain peafowl on his or her property within the city, except for commercial retail establishments who offer live fowl or chickens for retail sale, and governmental and/or non-profit educational facilities.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 11, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item F-2

#9886 - Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Applications for Permits

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 12, 2022

Subject: Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Applications for Permits

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

Background

It was brought to Staff's attention that Chapter 30-30 of City Code hasn't been updated with the City Council approved Fee Schedule regarding permit fees. The current Code states an investigation fee in addition to the permit fee in the same amount as the permit fee shall be assessed, while the approved Fee Schedule states a set amount of \$400.00 for Unauthorized Connections/Reconnections for sanitary sewer service. An investigation fee is charged when work is done without the proper approval and permits in place and City staff is charged with working to ensure City Code and General Standards are followed to protect City assets.

Discussion

This Ordinance will amend Chapter 30 of City Code to have it comply with the City's Fee Schedule. The inspection fee will be the amount set by the Fee Schedule as approved by this Council.

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 corrections to Section 30-30 of Grand Island City Code.

Sample Motion

Move to approve ordinance approving corrections to Section 30-30 of Grand Island City Code.

ORDINANCE NO. 9886

An ordinance to amend Chapter 30 of the Grand Island City Code; to amend Section 30-30 pertaining to Applications for Permits, to repeal Section 30-30 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 30-30 of the Grand Island City Code is hereby amended to read as follows:

§30-30. Applications for Permits

Applications for permits to connect, tap, construct, modify or make attachments to public sewers shall be made to the director upon forms provided by the City. Such applications shall be accompanied by a fee in accordance with the City of Grand Island Fee Schedule to cover the cost of inspection, recording, and other expenses. The application shall show the exact location of the proposed work, and when requested by the director, the plumber shall provide plans or specifications of the proposed work. When required, an application shall be on file with the director twenty-four hours before the issuance of a permit. If work is commenced prior to application for the permit, an Unauthorized Connections/Reconnections investigation fee, in accordance with the current Grand Island Fee Schedule ~~in addition to the permit fee in the same amount as the permit fee~~ shall be assessed. Each permit shall expire six (6) months from date of issuance.

SECTION 2. Section 30-30 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 6, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-1

Approving Minutes of June 28, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 28, 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 June 28, 2022. Notice of the meeting was given in *The Grand Island Independent* on June 22, 2022.

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

INVOCATION was given by Pastor John Hayes, Grace Baptist Christian Church, 1115 South Vine Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from Ay Mi Madre, LLC dba Ay Mi Madre, 316 East 2nd Street for a Class "C" Liquor License. Deputy City Clerk Jill Granere reported that an application for a Class "C" Liquor License had been received from Ay Mi Madre, LLC dba Ay Mi Madre, 316 East 2nd Street. Ms. Granere presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on June 7, 2022; notice to the general public of date, time, and place of hearing published on June 18, 2022; notice to the applicant of date, time, and place of hearing mailed on June 7, 2022. Staff recommended approval contingent upon final inspections. No public testimony was heard.

ORDINANCES:

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

#9884 - Consideration of Approving Salary Ordinance

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.

Human Resources Director Aaron Schmid reported that the proposed salary ordinance would amend the salary range of the non-union position of Public Works Director. Administration was

prepared to begin a search for a new Public Works Director replacement. An initial step in the process was to conduct a wage survey. Based on the results, Administration was proposing to amend the salary range from \$50,693.88/\$76,501.80 to \$62,830.00/\$90,970.00 hourly or \$105,443.10/\$159,123.74 to \$130,686.40/\$189,217.60 annually.

Motion by Stelk, second by Minton to approve Ordinance #9884.

Deputy City Clerk: Ordinance #9884 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Deputy City Clerk: Ordinance #9884 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, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9884 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-3 was removed for further discussion. Motion by Paulick, second by Conley to approve the Consent Agenda excluding item G-3. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 14, 2022 City Council Regular Meeting.

Approving Appointments of Barbara Beck, Kari Hooker-Leep, Beth Stecker, and Anna Stehlik to the Library Board.

Approving Request from Sadonna Manfull, 1623 Lariat Lane for Liquor Manager Designation with Jackrabbit Run Golf Course, 2800 North Shady Bend Road. Councilmember Haase spoke against liquor manager and would like to have a golf pro. Sadonna Manfull discussed her responsibilities at the golf course.

Motion by Guzinski, second by Paulick to approve Sandanno Manfull as Liquor Manager Designation with Jackrabbit Run Golf Course. Upon roll call vote, Councilmembers Nickerson, Mendoza, Guzinski, Minton, Conley, and Paulick voted aye. Councilmembers Haase and Stelk voted no. Motion adopted.

Approving Request from Shawna Knott, 1016 East 14th Street, Kearney, Nebraska for Liquor Manager Designation with Walmart 3395, 3501 South Locust Street.

#2022-165 - Approving Request from Ay Mi Madre, LLC dba Ay Mi Madre, 316 East 2nd Street for a Class "C" Liquor License and Liquor Manager Designation for Ruth Carbajal, 1322 Sheridan Place, Grand Island, Nebraska.

#2022-166 - Approving Interlocal Agreement with Hall County for Ambulance Services.

#2022-167 - Approving Maintenance Agreement for Power Cots and Power Lifts with Stryker Corporation of Portage, Michigan in an Amount of \$50,690.00 for three years.

#2022-168 - Approving Final Plat and Subdivision Agreement for Stuhr Acres Subdivision. It was noted that Phil Bekett II, owner, had submitted the Final Plat and Subdivision Agreement for Stuhr Acres Subdivision located east of Stuhr Road and north of U.S. Highway 34 for the purpose of creating 5 lots on 57.74 acres.

#2022-169 - Approving Final Plat and Subdivision Agreement for Westgate 13th Subdivision. It was noted that Heartland Solutions, LLC, owners, had submitted the Final Plat and Subdivision Agreement for Westgate 13th Subdivision located north of Westgate Road and west of Gold Road for the purpose of creating 3 lots on 4.02 acres.

REQUESTS AND REFERRALS:

Consideration of Approving the Request from the Nebraska State Board of Agriculture for a Special Designated Liquor License for the Nebraska State Fair. City Administrator Jerry Janulewicz reported that the Nebraska State Board of Agriculture (Nebraska State Fair Board) had submitted their request for a Special Designated Liquor License for the State Fair for the dates of August 25, 2022 thru September 5, 2022. They were requesting a “walk around” liquor license which allows alcohol consumption throughout the grounds of the State Fair unlike in past years where alcohol was restricted to certain areas. After review and concerns from the Police Department, Building Department, Fire Department, and the Health Department it was recommended by Administration to bring this request before the City Council for their approval. Staff made no recommendation.

Jamie Parr, 2106 Pioneer Blvd spoke in favor.

Bill Ogg, 501 East Fonner Park Rd spoke in favor.

Motion by Haase, second by Paulick to approve the request from the Nebraska State Fair Board for a Special Designated Liquor License. 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 June 15, 2022 through June 28, 2022 for a total amount of \$8,479,116.68. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:52 p.m.

Jill Granere
Deputy City Clerk



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-2

Approving Appointment of Chris Schwieger to the Community Redevelopment Authority Board

Mayor Steele has submitted the appointment of Chris Schwieger to the Community Redevelopment Authority board to replace Krae Dutoit. This appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2022.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-3

Approving Appointment of Alan Joos to the Civil Service Commission

Mayor Steele has submitted the appointment of Alan Joos to the Civil Service Commission to replace Al Satterly. This appointment would become effective immediately upon approval by the City Council and would expire on June 1, 2028.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-4

Approving Re-Appointments of Darwin Wicht, Leon Van Winkle, and Steve Meyer to the Tree Board

Mayor Steele has submitted the re-appointments of Darwin Wicht, Leon Van Winkle, and Steve Meyer to the Tree Board. These appointments would become effective August 1, 2022 upon approval by the City Council and would expire on July 31, 2025.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-5

**Approving Request from Jess Berglund, 4243 Yarrow Drive for
Liquor Manager Designation with Buffalo Wild Wings, 809 Allen
Drive**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 12, 2022

Subject: Request from Jess Berglund, 4243 Yarrow Drive for Liquor Manager Designation with Buffalo Wild Wings, 809 Allen Drive

Presenter(s): RaNae Edwards, City Clerk

Background

Jess Berglund, 4243 Yarrow Drive has submitted an application with the City Clerk's Office for Liquor Manager Designation in conjunction with the Class "I-092285" Liquor License for Buffalo Wild Wings, 809 Allen Drive.

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.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Jess Berglund, 4243 Yarrow Drive for Liquor Manager Designation in conjunction with the Class "I-092285" Liquor License for Buffalo Wild Wings, 809 Allen Drive.



Grand Island Police Department

Officer Report for Incident L22061134

Nature: Liquor Lic Inv

Address: 809 ALLEN DR; BUFFALO WILD WINGS GRILL AND BAR
Grand Island NE 68803

Location: PCID

Offense Codes:

Received By: Dvorak T

How Received: T

Agency: GIPD

Responding Officers: Dvorak T

Responsible Officer: Dvorak T

Disposition: CLO 06/22/22

When Reported: 15:24:45 06/15/22

Occurred Between: 15:24:45 06/15/22 and 15:24:45 06/15/22

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

LT21 LT21 Restaurant

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: 15:24:45 06/15/22

Disposition: CLO **Date:** 06/22/22

Judicial Status:

Occurred between: 15:24:45 06/15/22

Misc Entry:

and: 15:24:45 06/15/22

Modus Operandi:

Description :

Method :

Involvements

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

06/22/22

06/15/22	Name	Buffalo Wild Wings Grill & Bar,	location
06/15/22	Name	Berglund, Jesse J	proposed manager

06/22/22

Narrative

Liquor License Invest
Grand Island Police Department

New proposed liquor manager for Buffalo Wild Wings.

Responsible LEO:

Approved by:

Date

06/22/22

Supplement

309

Buffalo Wild Wings Liquor Manager

Grand Island Police Department
Supplemental Report

Date, Time: 6-20-22

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Jesse Berglund has applied to become the new Liquor Manager for Blazin Wings LLC, which operates as Buffalo Wild Wings in Grand Island. I noted that Jesse reported that he isn't married. Jesse Berglund indicated he has been employed by Buffalo Wild Wings since 2012 in both Omaha and Grand Island, and held various positions before recently being named General Manager for the Grand Island location. Jesse reported that he did recently receive his ServSafe certification.

I checked our local database, the State NCJIS files, and a paid law enforcement only database. I noted that Jesse had no active warrants for his arrest. I noted that Berglund indicated he has one historical conviction for a stop sign violation. I found no other records for moving violations or warnings. The law enforcement only database, that covers mostly civil issues, lawsuits, and liens/bankruptcies showed no entries of concern, with no negative judgements, liens or bankruptcies.

I called Jesse, and verified his application statements. Berglund advised that he was recently promoted to General Manager for the Grand Island store. We discussed cooperation with GIPD, dealing with intoxicated patrons and disturbances, possible compliance checks, and Jesse being responsible for his entire staff. Berglund indicated they normally do not have many issues, but also advised that when he has encountered issues, he has called GIPD or 911 for service.

Finding no negative reports in this background investigation, the Grand Island Police Department has no objections for Jesse Berglund being named the Liquor Manager for the Buffalo Wild Wings Grand Island restaurant.

06/22/22



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-6

#2022-170 - Approving Acquisition of Utility Easement - 3212 S. Locust St (Bosselman, Inc.)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2022-170

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

WHEREAS, a public hearing was held on July 12, 2022, for the purpose of discussing the proposed acquisition of a permanent and perpetual easement and right-of-way tract located through a part of Lot Eight (8), Woodland Second Subdivision, in the City of Grand Island, Hall County, Nebraska, the fifteen (15.0) by fifteen (15.0) foot wide utility easement and right-of-way tract being more particularly described as follows:

The southerly fifteen (15.0) of the westerly fifteen (15.0) feet of Lot Eight (8), Woodland Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 225 square feet or .005 acres, more or less as shown on the plat dated 6/15/2022, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

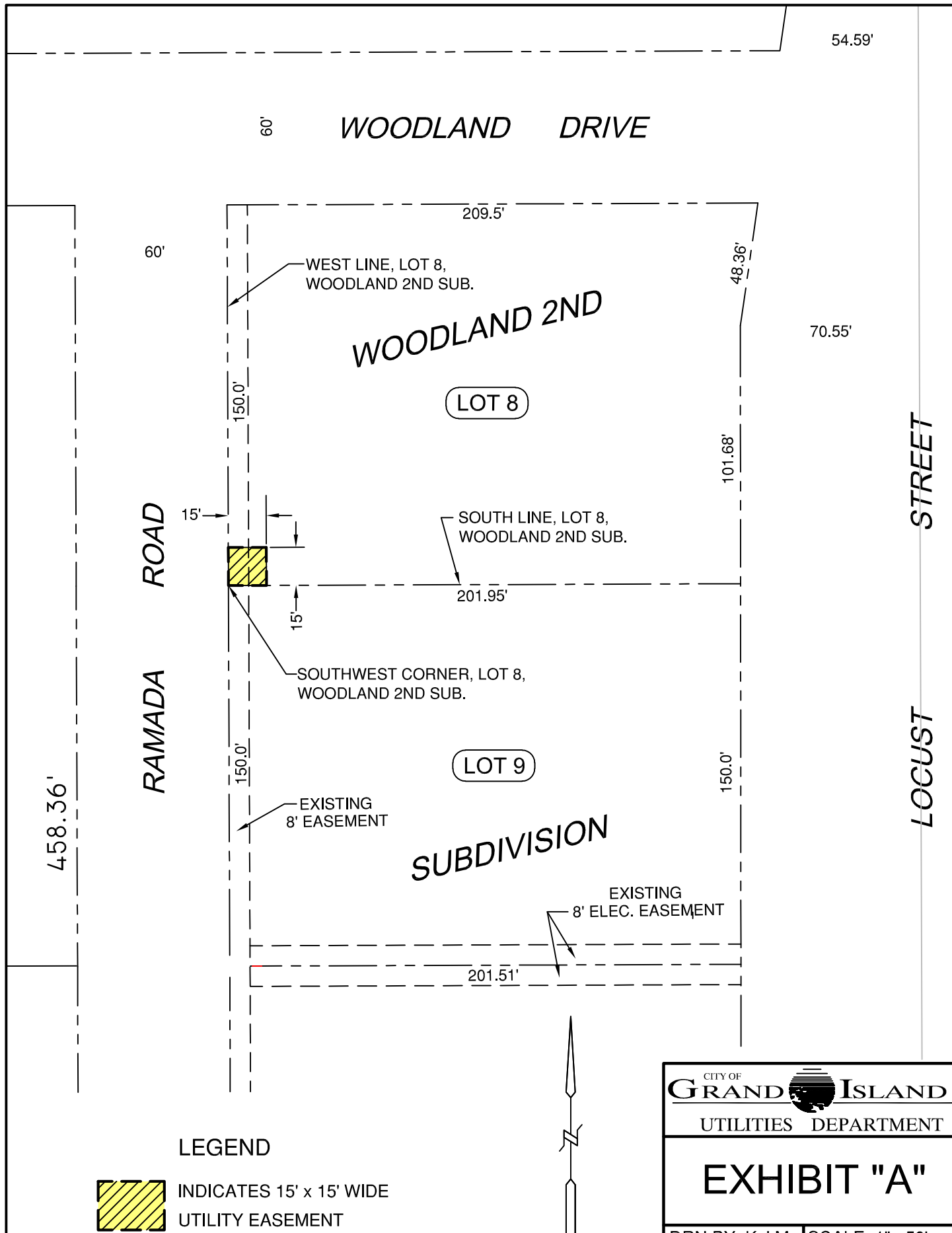
Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 11, 2022	☒ City Attorney



LEGEND



INDICATES 15' x 15' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DATE: 6/15/2022 | FILE: WOODLAND



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-7

#2022-171 - Approving 2023-2025 Coal Purchase

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: July 12, 2022

Subject: Approving 2023-2025 Coal Purchase

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

Background

On June 12, 2012, per Resolution 2012-143, the City of Grand Island entered into an agreement with Western Fuels Association for soliciting the purchase of coal for the Platte Generating Station. This agreement provides for Western Fuels to obtain pricing of coal for the Platte Generating Station as part of their larger coal solicitations for their members. Western Fuels recently went out for bids that included the purchase of all coal requirements for Platte Generating Station that is needed for 2023 through 2025.

Bids were evaluated on heat content of the bid coal, total delivered price including freight cost, and value of the sulfur and mineral content of the bid coal:

Heat Content – the heat content of Powder River Basin Coals can vary as much as 15%.

Freight Costs – are included in the evaluation to determine a total delivered cost at Platte Generating Station.

Sulfur Content – in order to operate a coal fired power plant, environmental regulations require a plant to hold “Emissions Allowances” for regulated sulfur emissions. The allowances are regularly bought and sold by utilities as economic conditions warrant. EPA administers the markets. The price of controlling sulfur dioxides in the burning of coal is a factor in the evaluation.

Mercury Content – to meet the Mercury Air Toxic emissions regulations, Platte Generating Station uses powder activated carbon to remove mercury from the flue gas. The cost to control mercury in the burning of coal is a factor in the evaluation.

Minerals – Coal contains trace minerals that effect the ash properties when burning coal. Some minerals require more cleaning of the boiler increasing maintenance cost. The cost of maintenance in the burning of coal is a factor in the evaluation.

Discussion

Western Fuels has provided the separately attached confidential analysis of the bids received. The Utilities Department concurs with the Western Fuels Association recommendation that the 2023-25 Coal Supply Contract be awarded to the low compliant bidder, Peabody Coal Sales, Caballo Mine.

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 Coal Supply Contract for 2023 -2025 with Peabody Coal Sales, Caballo Mine.

Sample Motion

Move to approve the Coal Supply Contract for 2023 - 2025 with Peabody Coal Sales, Caballo Mine.

RESOLUTION 2022-171

WHEREAS, per Resolution 2012-143, the City of Grand Island entered into an agreement with Wester Fuels Association for soliciting the purchase of coal for the Platte Generating Station; and

WHEREAS, Western Fuels Association reviewed and evaluated the bids for compliance with the specifications and for delivered cost; and

WHEREAS, Peabody Coal Sales from the Caballo Mine, submitted bids in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Peabody Coal Sales from the Caballo Mine, is approved as the lowest responsive bid submitted and that the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☒ _____
July 11, 2022 ☒ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-8

**#2022-172 - Approving PGS Unit 1 Generator Protection Relays
and Transformer Protection Relays**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 12, 2022

Subject: Platte Generating Station Unit 1 Generator Protection Relays
and Transformer Protection Relays

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

Background

Platte Generating Station Unit 1 has a hydrogen-cooled generator, and three transformers that are part of the electric system which utilize protection relays that trip off if a fault were to occur. The protection relays are over twenty (20) years old and are no longer being manufactured. To ensure the equipment is protected, plant staff prepared a bid specification for the purchase and installation of new relays.

Discussion

Specifications for the Platte Generating Station Unit 1 Generator Protection Relays and Transformer Protection Relays were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on June 28, 2022. The engineer's estimate for this project was \$250,000.00.

Bidder	Bid Price
Graybar Electric Company, Inc., Omaha, NE	\$ 147,872.69
Scholz Company, Omaha, NE	\$ 211,000.00
SEL Engineering Services, Inc., Pullman, WA	\$ 228,089.00

Bids were reviewed by plant engineering staff. The bid from Graybar Electric Company, Inc. was found to be compliant with the bid specification and less than the engineer's estimate.

Alternatives

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

1. Move to approve.

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

Recommendation

City Administration recommends that Council award the Contract for the Platte Generating Station Unit 1 Generator Protection Relays and Transformer Protection Relays to Graybar Electric Company, Inc., of Omaha, Nebraska, as the low responsive bidder, with the bid in the amount of \$ 147,872.69.

Sample Motion

Move to approve the bid in the amount of \$ 147,872.69, for the Platte Generating Station Unit 1 Generator Protection Relays and Transformer Protection Relays to Graybar Electric Company, Inc., of Omaha, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 28, 2022 at 2:00 p.m.

FOR: Generator and Transformer Protection Relays and Transformer Protection Relays

DEPARTMENT: Utilities

ESTIMATE: \$250,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: June 11, 2022

NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Graybar Electric Company Inc.</u> Omaha, NE	<u>Scholz Company</u> Omaha, NE
Bid Security:	Fidelity & Deposit Company	Universal Surety Company
Exceptions:	None	Noted
Bid Price:	\$147,872.69	\$211,000.00
Bidder:	<u>SEL Engineering Services Inc.</u> Pullman, WA	
Bid Security:	Cashier Check	
Exceptions:	Noted	
Bid Price:	\$228,089.00	

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

Ryan Kruse, Production Engineer
Patrick Brown, Finance Director
Angela Schulte, Utilities Secretary

P2379

RESOLUTION 2022-172

WHEREAS, the City of Grand Island invited sealed bids for Platte Generating Station Unit 1 Generator Protection Relays and Transformer Protection Relays, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on June 28, 2022, bids were received, opened and reviewed; and

WHEREAS, Graybar Electric Company, Inc., of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$ 147,872.69; and

WHEREAS, the bid of Graybar Electric Company, Inc., is less than the estimate for Platte Generating Station Unit 1 Generator Protection Relays and Transformer Protection Relays.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Graybar Electric Company, Inc., in the amount of \$147,872.69 for Platte Generating Station Unit 1 Generator Protection Relays and Transformer Protection Relays is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
July 11, 2022 ✕ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-9

#2022-173 - Approving Preliminary Plat, Final Plat and Subdivision Agreement for Trinity Heights Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: July 12, 2022
Subject: Trinity Heights Subdivision- Preliminary and Final Plat
Presenter(s): Chad Naby, AICP, Regional Planning Director

Background

This property is generally located north of State Street (Blessed Sacrament Church) and 18th Street and west of Wheeler Avenue in Grand Island, Nebraska. (53 lots, 14.18 acres). This property is zoned R3-SL Medium Density Small Lot Residential Zone. City staff is recommending that we try a new street width with this subdivision. Staff is suggesting that this would be an ideal location to try a 34 foot wide street that would allow parking on both sides, fit within a 60' right of way and work for fire codes as well as utility installation. If this is successful staff would consider recommending changes to city code to allow this a replacement or alternate for the 37' street in a 62' right of way.

Discussion

The final plat for Trinity Heights Subdivision was considered at the Regional Planning Commission at the June 1, 2022 meeting.

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

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Developer/Owner
Mesner Development Company
Central City

To create

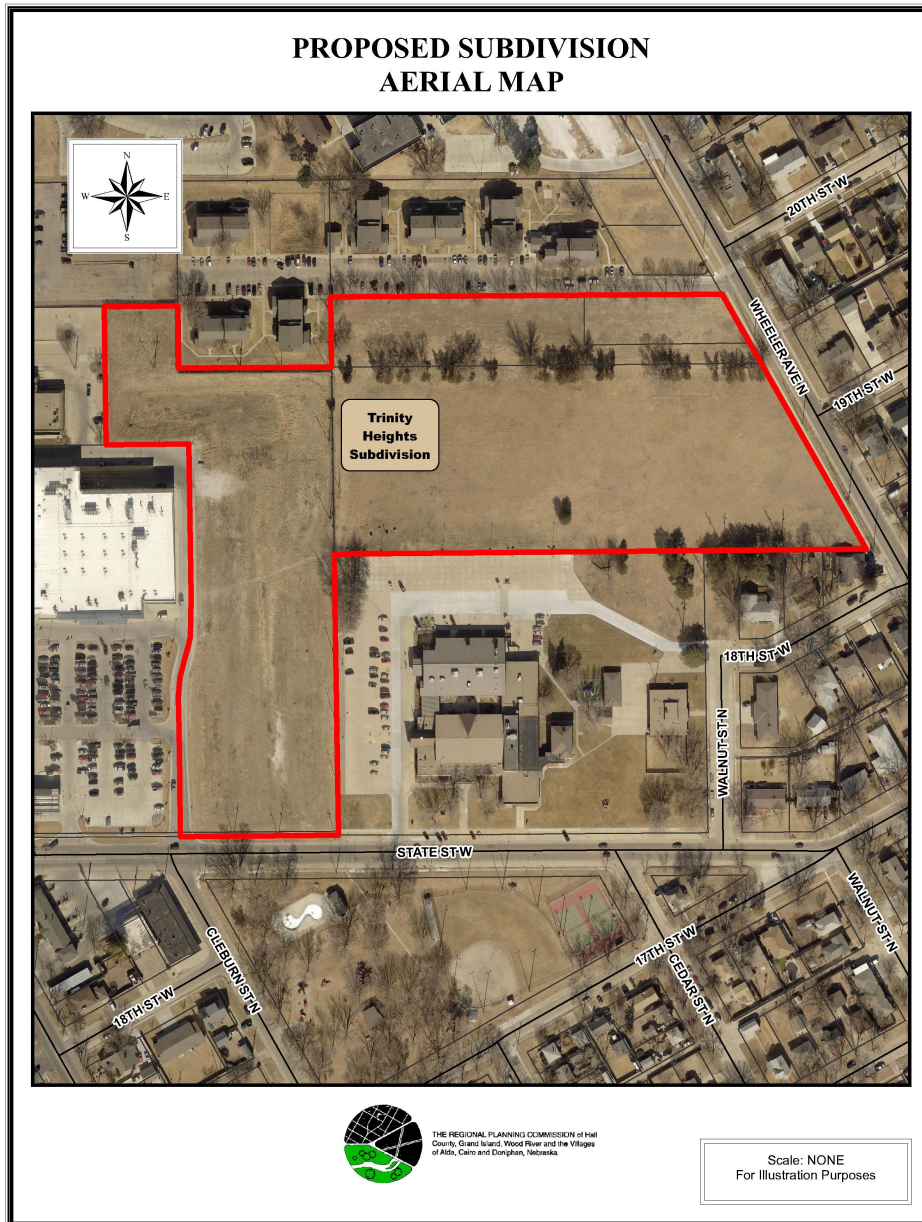
Size: Final Plat 53 lots, 14.18 Acres

Zoning: R3-SL Medium Density Small Lot Residential Zone.

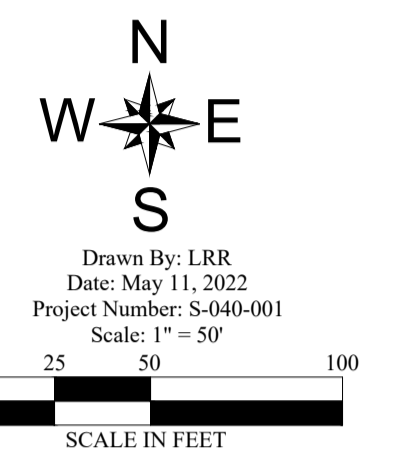
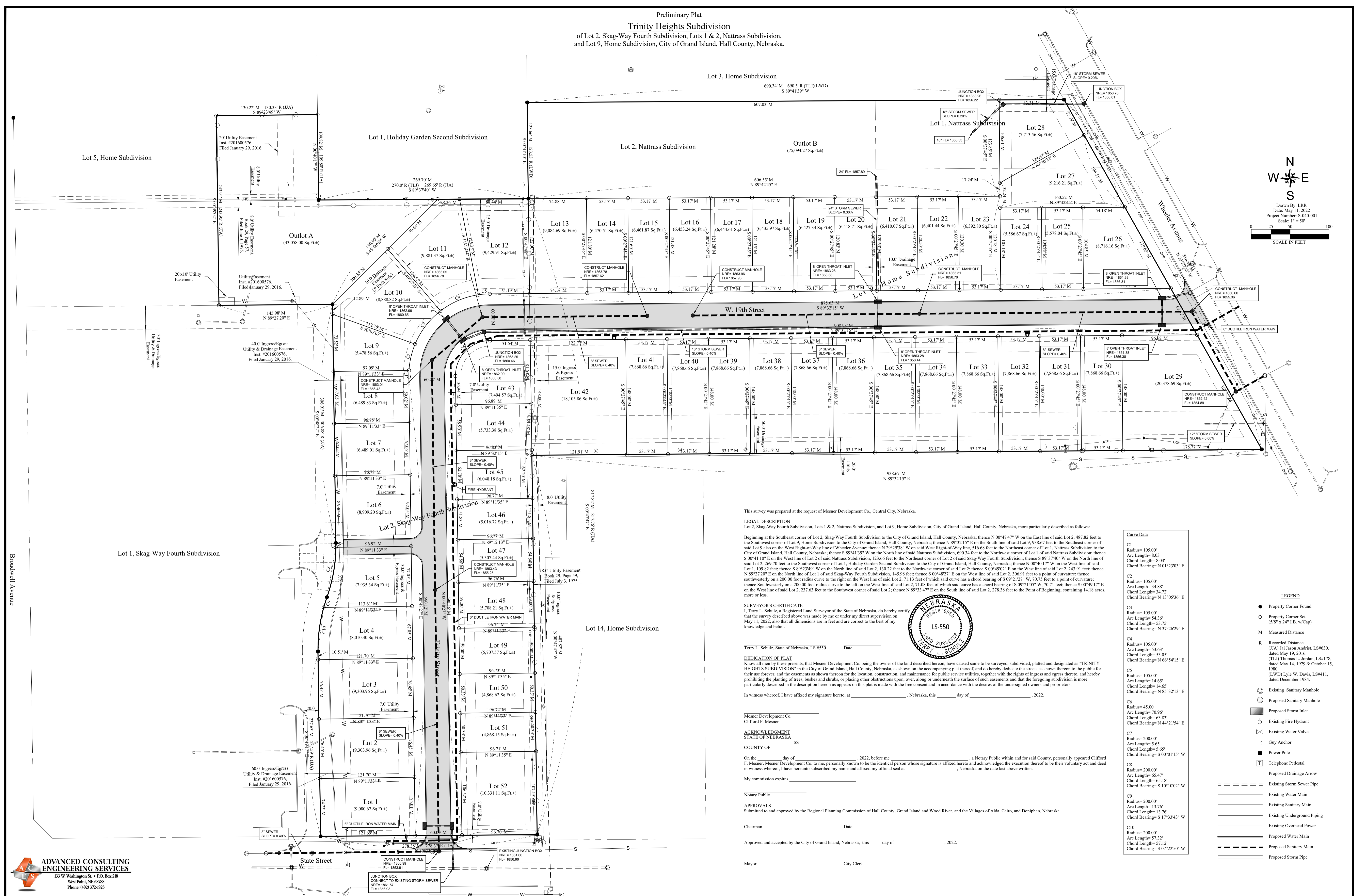
Road Access: Planned 34' concrete curb and gutter streets with parking allowed on both sides.

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

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



Preliminary Plat
Trinity Heights Subdivision
of Lot 2, Skag-Way Fourth Subdivision, Lots 1 & 2, Natrass Subdivision,
and Lot 9, Home Subdivision, City of Grand Island, Hall County, Nebraska.



This survey was prepared at the request of Mesner Development Co., Central City, Nebraska.

LEGAL DESCRIPTION
Lot 2, Skag-Way Fourth Subdivision, Lots 1 & 2, Natrass Subdivision, and Lot 9, Home Subdivision, City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Skag-Way Fourth Subdivision to the City of Grand Island, Hall County, Nebraska; thence N 00°47'47" W on the East line of said Lot 2, 487.82 feet to the Southwest corner of Lot 9, Home Subdivision to the City of Grand Island, Hall County, Nebraska; thence N 89°32'15" E on the South line of said Lot 9, 938.67 feet to the Southeast corner of said Lot 9 also on the West Right-of-Way line of Wheeler Avenue; thence N 29°29'38" W on said West Right-of-Way line, 516.68 feet to the Northeast corner of Lot 1, Natrass Subdivision to the City of Grand Island, Hall County, Nebraska; thence S 89°41'39" W on the North line of said Natrass Subdivision, 690.34 feet to the Northwest corner of Lot 1 of said Natrass Subdivision; thence S 00°41'10" E on the West line of Lot 2 of said Natrass Subdivision, 123.66 feet to the Northeast corner of Lot 2 of said Skag-Way Fourth Subdivision; thence N 89°11'35" W on the North line of said Lot 2, 269.70 feet to the Southwest corner of Lot 1, Holiday Garden Second Subdivision to the City of Grand Island, Hall County, Nebraska; thence N 00°40'17" W on the West line of said Lot 1, 109.82 feet; thence S 89°23'49" W on the North line of said Lot 2, 130.22 feet to the Northwest corner of said Lot 2; thence S 00°49'02" E on the West line of said Lot 2, 243.91 feet; thence N 89°27'20" E on the North line of Lot 1 of said Skag-Way Fourth Subdivision, 145.98 feet; thence S 00°48'27" E on the West line of said Lot 2, 306.91 feet to a point of curvature; thence southwesterly on a 200.00 foot radius curve to the right on the West line of said Lot 2, 71.13 feet of which said curve has a chord bearing of S 09°21'27" W, 70.75 feet to a point of curvature; thence Southwesterly on a 200.00 foot radius curve to the left on the West line of said Lot 2, 71.08 feet of which said curve has a chord bearing of S 09°21'05" W, 70.71 feet; thence S 00°49'17" E on the West line of said Lot 2, 237.63 feet to the Southwest corner of said Lot 2; thence N 89°33'47" E on the South line of said Lot 2, 278.38 feet to the Point of Beginning, containing 14.18 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on May 11, 2022; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schulz, State of Nebraska, LS #550 Date _____

DEDICATION OF PLAT
Know all men by these presents, that Mesner Development Co. being the owner of the land described herein, have caused same to be surveyed, subdivided, platted and designated as "TRINITY HEIGHTS SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public for their use forever, and the easements as shown thereon for the location, construction, and maintenance for public service utilities, together with the rights of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements and that the foregoing subdivision is more particularly described in the description herein as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

In witness whereof, I have affixed my signature hereto, at _____, Nebraska, this _____ day of _____, 2022.

Mesner Development Co.
Clifford F. Mesner

ACKNOWLEDGMENT
STATE OF NEBRASKA
COUNTY OF _____

On the _____ day of _____, 2022, before me _____ a Notary Public within and for said County, personally appeared Clifford F. Mesner, Mesner Development Co. to me, personally known to be the identical person whose signature is affixed hereto and acknowledged the execution thereof to be their voluntary act and deed in witness whereof, I have hereunto subscribed my name and affixed my official seal at _____, Nebraska on the date last above written.

My commission expires _____

Notary Public

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

Chairman _____ Date _____

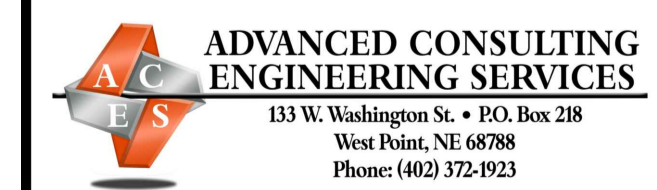
Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2022.

Mayor _____ City Clerk _____

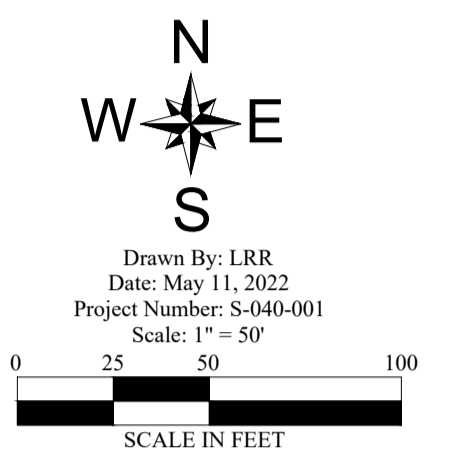
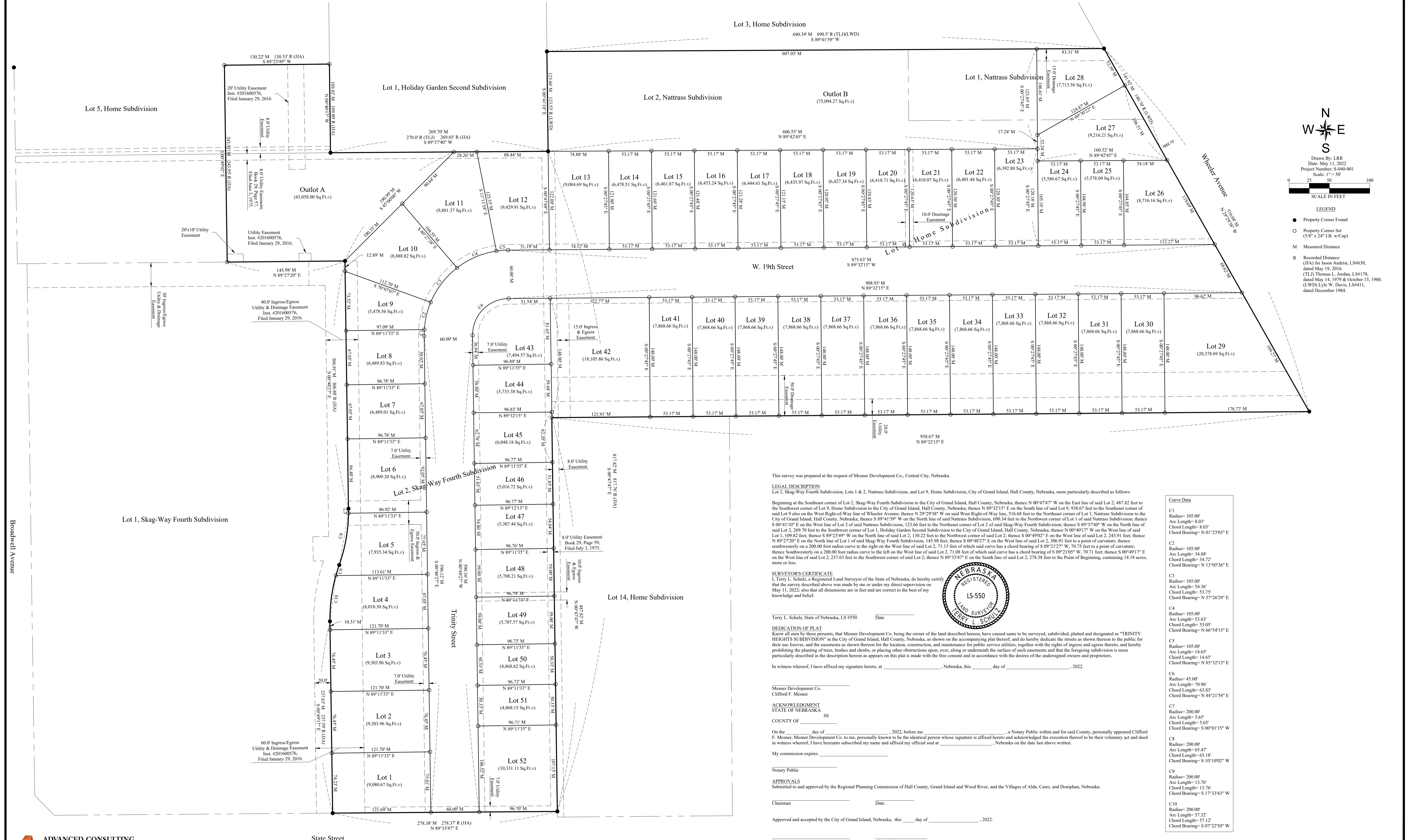
Curve Data

C1	Radius= 105.00
	Arc Length= 8.03'
	Chord Length= 8.03'
	Chord Bearing= N 01°23'03" E
C2	Radius= 105.00
	Arc Length= 34.88'
	Chord Length= 34.72'
	Chord Bearing= N 13°05'36" E
C3	Radius= 105.00
	Arc Length= 54.36'
	Chord Length= 53.75'
	Chord Bearing= N 37°26'29" E
C4	Radius= 105.00
	Arc Length= 53.63'
	Chord Length= 53.05'
	Chord Bearing= N 66°54'15" E
C5	Radius= 105.00
	Arc Length= 14.65'
	Chord Length= 14.65'
	Chord Bearing= N 85°32'13" E
C6	Radius= 45.00'
	Arc Length= 70.96'
	Chord Length= 63.83'
	Chord Bearing= N 44°21'54" E
C7	Radius= 200.00'
	Arc Length= 5.65'
	Chord Length= 5.65'
	Chord Bearing= S 00°01'15" W
C8	Radius= 200.00'
	Arc Length= 45.47'
	Chord Length= 65.18'
	Chord Bearing= S 10°10'02" W
C9	Radius= 200.00'
	Arc Length= 13.76'
	Chord Length= 13.76'
	Chord Bearing= S 17°33'43" W
C10	Radius= 200.00'
	Arc Length= 57.12'
	Chord Length= 57.12'
	Chord Bearing= S 07°22'50" W

- LEGEND**
- Property Corner Found
 - Property Corner Set (5/8" x 24" I.B. w/Cap)
 - M Measured Distance
 - R Recorded Distance (JJA) Jason Andrist, LS#630, dated May 19, 2016, (TLJ) Thomas L. Jordan, LS#178, dated May 14, 1979 & October 15, 1980, (LWD) Lyle W. Davis, LS#411, dated December 1984.
 - ⊙ Existing Sanitary Manhole
 - ⊙ Proposed Sanitary Manhole
 - ⊙ Existing Storm Inlet
 - ⊙ Existing Fire Hydrant
 - ⊙ Existing Water Valve
 - ⊙ Guy Anchor
 - ⊙ Power Pole
 - ⊙ Telephone Pedestal
 - Proposed Drainage Arrow
 - Existing Storm Sewer Pipe
 - Existing Water Main
 - Existing Sanitary Main
 - Existing Underground Piping
 - Existing Overhead Power
 - Proposed Water Main
 - Proposed Sanitary Main
 - Proposed Storm Pipe



Final Plat
Trinity Heights Subdivision
of Lot 2, Skag-Way Fourth Subdivision, Lots 1 & 2, Nattress Subdivision,
and Lot 9, Home Subdivision, City of Grand Island, Hall County, Nebraska.



LEGEND

- Property Corner Found
- Property Corner Set (5/8" x 24" L.B. w/Cap)
- M Measured Distance
- R Recorded Distance (JJA) Jai Jason Andrist, LS#630, dated May 19, 2016.
- (TLJ) Thomas L. Jordan, LS#178, dated May 14, 1979 & LS#118, dated December 1984.
- (LWD) Lyle W. Davis, LS#411, dated December 1984.

This survey was prepared at the request of Mesner Development Co., Central City, Nebraska.
LEGAL DESCRIPTION
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Beginning at the Southeast corner of Lot 2, Skag-Way Fourth Subdivision to the City of Grand Island, Hall County, Nebraska; thence N 00°47'47" W on the East line of said Lot 2, 487.82 feet to the Southwest corner of Lot 9, Home Subdivision to the City of Grand Island, Hall County, Nebraska; thence N 89°32'15" E on the South line of said Lot 9, 938.67 feet to the Southeast corner of said Lot 9 also on the West Right-of-Way line of Wheeler Avenue; thence N 29°29'38" W on said West Right-of-Way line, 516.68 feet to the Northeast corner of Lot 1, Nattress Subdivision to the City of Grand Island, Hall County, Nebraska; thence S 89°41'39" W on the North line of said Nattress Subdivision, 690.34 feet to the Northwest corner of Lot 1 of said Nattress Subdivision; thence S 00°41'10" E on the West line of Lot 2 of said Nattress Subdivision, 123.66 feet to the Northeast corner of Lot 2 of said Skag-Way Fourth Subdivision; thence S 89°37'40" W on the North line of said Lot 2, 269.70 feet to the Southwest corner of Lot 1, Holiday Garden Second Subdivision to the City of Grand Island, Hall County, Nebraska; thence N 00°40'17" W on the West line of said Lot 1, 109.82 feet; thence S 89°23'49" W on the North line of said Lot 2, 130.22 feet to the Northwest corner of said Lot 2; thence S 00°49'02" E on the West line of said Lot 2, 243.91 feet; thence N 89°27'20" E on the North line of Lot 1 of said Skag-Way Fourth Subdivision, 145.98 feet; thence S 00°48'27" E on the West line of said Lot 2, 306.91 feet to a point of curvature; thence southwesterly on a 200.00 foot radius curve to the right on the West line of said Lot 2, 71.13 feet of which said curve has a chord bearing of S 09°21'27" W, 70.75 feet to a point of curvature; thence Southwesterly on a 200.00 foot radius curve to the left on the West line of said Lot 2, 71.08 feet of which said curve has a chord bearing of S 09°21'05" W, 70.71 feet; thence S 00°49'17" E on the West line of said Lot 2, 237.63 feet to the Southwest corner of said Lot 2; thence N 89°33'47" E on the South line of said Lot 2, 278.38 feet to the Point of Beginning, containing 14.18 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on May 11, 2022; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schulz, State of Nebraska, LS #550 Date _____

DEDICATION OF PLAT
Know all men by these presents, that Mesner Development Co. being the owner of the land described herein, have caused same to be surveyed, subdivided, platted and designated as "TRINITY HEIGHTS SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public for their use forever, and the easements as shown thereon for the location, construction, and maintenance for public service utilities, together with the rights of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements and that the foregoing subdivision is more particularly described in the description herein as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

In witness whereof, I have affixed my signature hereto, at _____, Nebraska, this _____ day of _____, 2022.

Mesner Development Co.
Clifford F. Mesner

ACKNOWLEDGMENT
STATE OF NEBRASKA
COUNTY OF _____

On the _____ day of _____, 2022, before me _____, a Notary Public within and for said County, personally appeared Clifford F. Mesner, Mesner Development Co. to me, personally known to be the identical person whose signature is affixed hereto and acknowledged the execution thereof to be their voluntary act and deed in witness whereof, I have hereunto subscribed my name and affixed my official seal at _____, Nebraska on the date last above written.

My commission expires _____

Notary Public

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

Chairman _____ Date _____

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2022.

Mayor _____ City Clerk _____

Curve Data

C1	Radius= 105.00'
	Arc Length= 8.03'
	Chord Length= 8.03'
	Chord Bearing= N 01°23'03" E
C2	Radius= 105.00'
	Arc Length= 34.88'
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C10	Radius= 200.00'
	Arc Length= 57.32'
	Chord Length= 57.12'
	Chord Bearing= S 07°22'50" W

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

TRINITY HEIGHTS SUBDIVISION

Lots 1-52 Inclusive

In the City of Grand Island, Hall County Nebraska

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

Lot 2, Skag-Way Fourth Subdivision, Lots 1 & 2, Natrass Subdivision, and Lot 9, Home Subdivision, City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Skag-Way Fourth Subdivision to the City of Grand Island, Hall County, Nebraska; thence N 00°47'47" W on the East line of said Lot 2, 487.82 feet to the Southwest corner of Lot 9, Home Subdivision to the City of Grand Island, Hall County, Nebraska;

thence N 89°32'15" E on the South line of said Lot 9, 938.67 feet to the Southeast corner of said Lot 9 also on the West Right-of-Way line of Wheeler Avenue; thence N 29°29'38" W on said West Right-of-Way line, 516.68 feet to the Northeast corner of Lot 1, Natrass Subdivision to the City of Grand Island, Hall County, Nebraska; thence S 89°41'39" W on the North line of said Natrass Subdivision, 690.34 feet to the Northwest corner of Lot 1 of said Natrass Subdivision; thence S 00°41'10" E on the West line of Lot 2 of said Natrass Subdivision, 123.66 feet to the Northeast corner of Lot 2 of said Skag-Way Fourth Subdivision; thence S 89°37'40" W on the North line of said Lot 2, 269.70 feet to the Southwest corner of Lot 1, Holiday Garden Second Subdivision to the City of Grand Island, Hall County, Nebraska; thence N 00°40'17" W on the West line of said Lot 1, 109.82 feet; thence S 89°23'49" W on the North line of said Lot 2, 130.22 feet to the Northwest corner of said Lot 2; thence S 00°49'02" E on the West line of said Lot 2, 243.91 feet; thence N 89°27'20" E on the North line of Lot 1 of said Skag-Way Fourth Subdivision, 145.98 feet; thence S 00°48'27" E on the West line of said Lot 2, 306.91 feet to a point of curvature; thence southwesterly on a 200.00 foot radius curve to the right on the West line of said Lot 2, 71.13 feet of which said curve has a chord bearing of S 09°21'27" W, 70.75 feet to a point of curvature; thence Southwesterly on a 200.00 foot radius curve to the left on the West line of said Lot 2, 71.08

feet of which said curve has a chord bearing of S 09°21'05" W, 70.71 feet; thence S 00°49'17" E on the West line of said Lot 2, 237.63 feet to the Southwest corner of said Lot 2; thence N 89°33'47" E on the South line of said Lot 2, 278.38 feet to the Point of Beginning, containing 14.18 acres, more or less.

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

1. **Paving.** The Subdivider agrees to pave 19th Street and Trinity Street in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave 19th Street and Trinity Street, the City may create a paving district to perform such work. The Subdivider agrees to waive the right

to object to the creation of any paving district for State Street and Wheeler Avenue, where they abut the subdivision.

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

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City’s inspection. This subdivision may be served initially by a private lift station at the developer’s expense for purchase, installation and maintenance until such time as planned improvements to the sewer line in State Street are complete.

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

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

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
19 th Street		Yes	NO
Trinity Street		Yes	NO

The Subdivider shall maintain all public sidewalks along State Street and Wheeler Avenue as required by the City of Grand Island.

6. **Limited Access.** No drive access shall be permitted from State Street to Lots 1 and 52. No drive access shall be permitted from Wheeler Avenue to Lots 26 and 29.

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

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

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

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

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

Dated _____, 2022.

MESNER DEVELOPMENT COMPANY,
Subdivider

By: _____
Clifford F. Mesner, Managing Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clifford F. Mesner, Managing Member of Mesner Development Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Mesner Development Company.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

RESOLUTION 2022-173

WHEREAS know all men by these presents, that Mesner Development Company, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "TRINITY HEIGHTS SUBDIVISION", All of lot 2 Skag-Way Fourth Subdivision, Lot 1 and 2 of Natrass Subdivision and Lot 9 of Home Subdivision City of Grand Island, Hall County, Nebraska.

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 11, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-10

**#2022-174 - Approving Bid Award for Lift Station No. 1
Rehabilitation; Project No. 2022-S-2**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 1, 2022

Subject: Approving Bid Award for Lift Station No. 1 Rehabilitation;
Project No. 2022-S-2

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

Background

This project is for the rehabilitation of existing Lift Station No. 1, which is located at 312 N Tilden Street in a portion of an old building owned by the Grand Island Parks Department. Due to the condition of the building it is desired to rehabilitate the building and demolish the Parks Department area of the building.

On June 7, 2022 the Engineering Division of the Public Works Department advertised for bids for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2.

Discussion

Two (2) bids were received and opened on June 30, 2022. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BID SECTION</i>	<i>BASE BID</i>
The Diamond Engineering Company, Grand Island, NE	\$98,825.40
Myers Construction, Inc. of Broken Bow, NE	\$191,473.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$98,825.40.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 30, 2022 at 2:15 p.m.
FOR: Lift Station No. 1 Rehabilitation; Project No. 2022-S-2
DEPARTMENT: Public Works
ESTIMATE: \$110,000.00
FUND/ACCOUNT: 53030055
PUBLICATION DATE: June 7, 2022
NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Myers Construction Inc.</u> Broken Bow, NE
Bid Security:	Universal Surety Co.	United Fire & Casualty Co.
Exceptions:	None	None
Bid Price:	\$98,825.40	\$191,473.00

cc: Keith Kurz, Interim Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director

P2377

RESOLUTION 2022-174

WHEREAS, the City of Grand Island invited sealed bids for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on June 30, 2022 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$98,825.40.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$98,825.40 for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 11, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-11

**#2022-175 - Resolution Directing Property Owner to Repair
Sidewalk at 1320 N Broadwell Avenue**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 12, 2022

Subject: Resolution Directing Property Owner to Repair Sidewalk at 1320 N Broadwell Avenue

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

Background

On July 22, 2020, Code Enforcement received a complaint about the broken sidewalk at 1320 N Broadwell Avenue. An Engineering Technician evaluated the condition of the public sidewalk and deemed it to be out of compliance with the Americans with Disabilities Act (ADA). Over the course of the past two (2) years both Code Enforcement and Public Works Engineering staff have tried to reach the property owner to make the necessary repairs, to no avail.

On July 1, 2022 a letter was sent to the property owner concerning necessary repairs to the sidewalk at 1320 N Broadwell Avenue (Lot 272, West Lawn Addition to the City of Grand Island, Hall County, Nebraska). The letter stated the matter of uncompleted sidewalk repairs at 1320 N Broadwell Avenue would be presented to City Council on July 12, 2022 to prevent accident or injury to citizens using the sidewalk. Section 32-58 of the City Code and Section 16-662 R.S. Nebraska Statutes, make the property owner responsible for repairing sidewalks adjacent to their property.

Discussion

The Public Works Department is requesting that a resolution be passed giving the property owner 15 days to obtain the sidewalk permit and 15 days from issuance of such permit to complete the repairs of the sidewalk at 1320 N Broadwell Avenue (Lot 272, West Lawn Addition to the City of Grand Island, Hall County, Nebraska), as this is a public safety concern.

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs 15 days after such permit is issued, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of the property owner.

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 directing the property owner to obtain a permit and repair the sidewalk located at 1320 N Broadwell Avenue (Lot 272, West Lawn Addition to the City of Grand Island, Hall County, Nebraska).

Sample Motion

Move to approve a resolution directing the property owner to obtain a sidewalk permit and repair the sidewalk.

RESOLUTION 2022-175

WHEREAS, the City has the authority under Neb. Rev. Stat., §16-662 and Section 32-58 of the City Code, to direct the repair and replacement of sidewalks by owners of the abutting property; and

WHEREAS, the sidewalk abutting 1320 N Broadwell Avenue, legally described as Lot 272, West Lawn Addition to the City of Grand Island, Hall County, Nebraska, has been determined to be in need of repair and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to make the necessary repairs to the sidewalk abutting the property located at 1320 N Broadwell Avenue (Lot 272, West Lawn Addition to the City of Grand Island, Hall County, Nebraska). If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 11, 2022	☒ City Attorney

Notes:
110.4 SqFt. Sidewalk



SIDEWALK REPAIRS
1320 N. BROADWELL AVENUE
GRAND ISLAND, NEBRASKA





City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-12

#2022-176 - Approving Agreement for the Nebraska Public Transportation Assistance Program

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: July 12, 2022

Subject: Approving Agreement for the Nebraska Public Transportation Assistance Program

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

Background

On June 25, 2019 via Resolution No. 2019-197 City Council approved the agreement between the City and Senior Citizens Industries, Inc. of Grand Island, Nebraska for public transit services. Such approval consisted of an agreement providing compensation to Senior Citizens Industries, Inc (SCI.) in the total amount of \$697,213.17 for the period of July 1, 2019 to June 30, 2020. The City has the option to renew the agreement beyond June 30, 2022 on an annual basis for a two (2) year period, after which time proposals will be solicited. Compensation for the extended service is at the following rates, billed monthly: July 1, 2020 through June 30, 2021- \$718,129.57 annually and July 1, 2021 through June 30, 2022– \$739,673.46 annually. Service will be provided both in the City of Grand Island and County of Hall via a unified system operated by Senior Citizens Industries, Inc.

On March 8, 2022, via Resolution No. 2022-55, City Council approved a contract amendment with Senior Citizens Industries, Inc. for the remainder of their fiscal year, which ended June 30, 2022, as well as to their FY 2022/2023. The amendment resulted in an increase of \$67,404.64, for a revised total amount of \$807,078.10 for the remainder of FY2021/2022 (March 1, 2022- June 30, 2022), and an increase of \$174,108.61, for a revised total amount of \$935,972.27 for FY 2022/2023 (July 1, 2022- June 30, 2023).

The Federal Transit Authority's (FTA) 5307 Urbanized Area Formula Grants reimburse a portion of the City of Grand Island's contract with SCI. Additionally, 5307 Urbanized Area Formula Grants reimburse the City for a portion of the public transit project administration conducted by the Public Works Transit Division. FTA reimburses the City for capital expenses at a ratio of 80/20, and operating expenses at a ratio of 50/50.

Funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City in meeting the required matching funds. If awarded, these State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants.

Funds from the Nebraska Public Transportation Assistance Program are competitive, and the City must complete a new application every year. On April 14, 2020, via Resolution No. 2020-91, City Council approved applications to be submitted administratively, with the agreement being present to City Council for approval.

Last year, the City of Grand Island was awarded Nebraska Public Transportation Assistance Program funding in the amount \$200,820.00 for the period of July 1, 2021 to June 30, 2022.

Discussion

On April 1, 2022 the Mayor signed the application requesting State funds in the amount of \$239,982.00 from the Nebraska Public Transportation Assistance Program.

Public Works Transit Division is requesting a resolution to enter into the agreement for matching funds under the Nebraska Public Transportation Assistance program in the amount of \$239,982.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Application for the Nebraska Public Transportation Assistance Program to aid the City in providing public transit services.

Sample Motion

Move to approve the Application for the Nebraska Public Transportation Assistance Program.

RESOLUTION 2022-176

WHEREAS, funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services; and

WHEREAS, the City of Grand Island is in contract with Senior Citizens Industries, Inc, for implementation of a Transit Program using 5307 Urbanized Area Formula Grants, and thereby eligible for State of Nebraska Public Transportation Assistance Program funds; and

WHEREAS, such State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants; and

WHEREAS, on April 14, 2020, via Resolution No. 2020-91, City Council approved applications to be submitted administratively, with the agreement being present to City Council for approval; and

WHEREAS, the Nebraska Public Transportation Assistance Program application was signed by the Mayor on April 1, 2022 requesting State funds in the amount of \$239,982.00 from the Nebraska Public Transportation Assistance Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the agreement for the Nebraska Public Transportation Assistance Program in the amount of \$239,982.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 11, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-13

#2022-177 - Approving Certificate of Final Completion for Curb Ramp Project No. 2022-CR-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 12, 2022

Subject: Approving Certificate of Final Completion for Curb Ramp Project No. 2022-CR-1

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

Background

Galvan Construction, Inc. of Grand Island, Nebraska was awarded a \$106,440.04 contract for Curb Ramp Project No. 2022-CR-1 on February 22, 2022. The attached map shows the locations for this work.

Work commenced on March 3, 2022 and was completed on June 16, 2022.

The project plans were prepared with estimated quantities at each curb ramp area. Any required changes are made in the field as the project is being built, dependent on the condition of the sidewalks and curb & gutter.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction of Curb Ramp Project No. 2022-CR-1 was completed with an overrun of \$4,111.34, for a total cost of \$110,551.38. The overrun was due to field adjustments of the construction limits, which resulted in additional removal and replacement of concrete items.

Additional project costs consist of:

Public Works Engineering	Staff	\$	38,581.27
Grand Island Independent	Advertising	\$	131.10
Other Project Costs Total =		\$	38,712.37

Total project cost equates to \$149,263.75.

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 Curb Ramp Project No. 2022-CR-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Curb Ramp Project No. 2022-CR-1
CITY OF GRAND ISLAND, NEBRASKA
July 12, 2022

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

This is to certify that Curb Ramp Project No. 2022-CR-1 has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska under the contract dated February 25, 2022. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Base Bid Section-

Item No.	Description	Bid Price	Qty	Unit	Total Price
1	MOBILIZATION	\$ 2,950.00	1.00	LS	\$ 2,950.00
2	REMOVE WALK	\$ 3.95	4,043.69	SF	\$ 15,972.58
3	REMOVE BRICK WALK	\$ 3.95	572.28	SF	\$ 2,260.51
4	REMOVE PAVEMENT	\$ 22.50	312.44	SY	\$ 7,029.90
5	SAW CUT	\$ 4.00	1,124.14	LF	\$ 4,496.56
6	BUILD WALK	\$ 4.50	5,570.48	SF	\$ 25,067.16
7	BUILD WALK WITH CURB	\$ 5.50	200.79	SF	\$ 1,104.35
8	BUILD 4' PCC STAMPED WALK	\$ 15.00	8.48	SF	\$ 127.20
9	BUILD 6" PCC PAVMENT	\$ 52.50	312.44	SY	\$ 16,403.10
10	BUILD CURB	\$ 4.25	733.72	LF	\$ 3,118.31
11	ADJUST MANHOLE TO GRADE	\$ 100.00	2.00	EA	\$ 200.00
12	ADJUST VALVE TO GRADE	\$ 100.00	3.00	EA	\$ 300.00
13	ADJUST AREA INLET TO GRADE	\$ 150.00	1.00	EA	\$ 150.00
14	REMOVE & RESET STREET SIGN/POST	\$ 100.00	1.00	EA	\$ 100.00
15	REMOVE & RESET BRICK EDGE	\$ 12.50	193.05	LF	\$ 2,413.13
16	SOD AREA	\$ 20.00	511.93	SY	\$ 10,238.60
17	DETECTABLE WARNING PANELS	\$ 35.00	442.00	SF	\$ 15,470.00
18	LANDSCAPING AND SPRINKLER REPAIRS	\$ 1,500.00	1.00	LS	\$ 1,500.00
19	TRAFFIC CONTROL	\$ 1,650.00	1.00	LS	\$ 1,650.00

Base Bid Section Total= \$110,551.38

Construction Total Cost = \$110,551.38

Additional Project Costs:

Public Works Engineering	Staff	\$ 38,581.27
Grand Island Independent	Advertising	\$ 131.10
Other Project Costs Total =		\$ 38,712.37

Grand Total =	\$ 149,263.75
----------------------	----------------------

I hereby recommend that the Engineer's Certificate of Final Completion for Curb Ramp Project No. 2022-CR-1 be approved.

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

Roger G. Steele– Mayor

RESOLUTION 2022-177

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2022-CR-1, installation of Curb Ramps, certifying that Galvan Construction, Inc. of Grand Island, Nebraska, under contract, has completed the curb ramp installation for the total construction amount of \$110,551.38; and

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

WHEREAS, additional project costs equate to \$38,712.37, as shown

Public Works Engineering	Staff	\$	38,581.27
Grand Island Independent	Advertising	\$	131.10
Other Project Costs Total =		\$	38,712.37

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2022-CR-1, installation of curb ramps, is hereby confirmed, for a total project cost of \$149,263.75.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☒ _____
July 11, 2022 ☒ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-14

#2022-178 - Approving Temporary Construction Easements for Various Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 12, 2022

Subject: Approving Temporary Construction Easements for Various Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1

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

Background

The Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection will plan, design, and build projects to improve drainage.

One project is improving drainage along Brookline Drive. City staff have looked at several options, but constructing a concrete curb and gutter street appears to be the best alternative.

The other project is paving the intersection of Henry Street and South Street. With the heavy truck traffic and large amounts of water drainage from the north, this appears to be the preferred option to fix drainage problems.

Temporary Construction easements are needed to accommodate the construction activities in both project locations for the Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; Project No. 2021-D-1, which must be approved by City Council. The temporary construction easements will allow for the drainage improvements to these areas.

A sketch of each temporary construction easement area is attached for reference.

Discussion

Temporary construction easements are needed from several property owners for the Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; Project No. 2021-D-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owners for use of such temporary construction easement areas, at no cost to the City.

Brookline Drive Project Area-

<i>Property Owner</i>	<i>Legal Description</i>
Ilene Chrisp Life Estate	THE SOUTH 11 FEET OF LOT 8, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUIRE FEET, MORE OR LESS.
	AND
	THE SOUTH 11 FEET OF LOT 9, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.
	AND
Randolph D Lonowski	THE SOUTH 11 FEET OF LOT 11, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUIRE FEET, MORE OR LESS.
	AND
	THE SOUTH 11 FEET OF LOT 12, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 605 SQUIRE FEET, MORE OR LESS.
	THE SOUTH 11 FEET OF LOT 7, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

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 Temporary Construction Easements between the City of Grand Island and the affected property owners for the Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; Project No. 2021-D-1, at no cost.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2022-178

WHEREAS, temporary construction easements are required by the City of Grand Island, from affected property owners in the Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; Project No. 2021-D-1 project area:

Brookline Drive Project Area-

<i>Property Owner</i>	<i>Legal Description</i>
Ilene Chrisp Life Estate	THE SOUTH 11 FEET OF LOT 8, ROUSH’S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUIRE FEET, MORE OR LESS. AND THE SOUTH 11 FEET OF LOT 9, ROUSH’S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS. AND THE SOUTH 11 FEET OF LOT 11, ROUSH’S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUIRE FEET, MORE OR LESS. AND THE SOUTH 11 FEET OF LOT 12, ROUSH’S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 605 SQUIRE FEET, MORE OR LESS.
Randolph D Lonowski	THE SOUTH 11 FEET OF LOT 7, ROUSH’S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

WHEREAS, such Temporary Construction easements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owners for the Temporary Construction easements on the above described tracts of land, at no cost to the City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

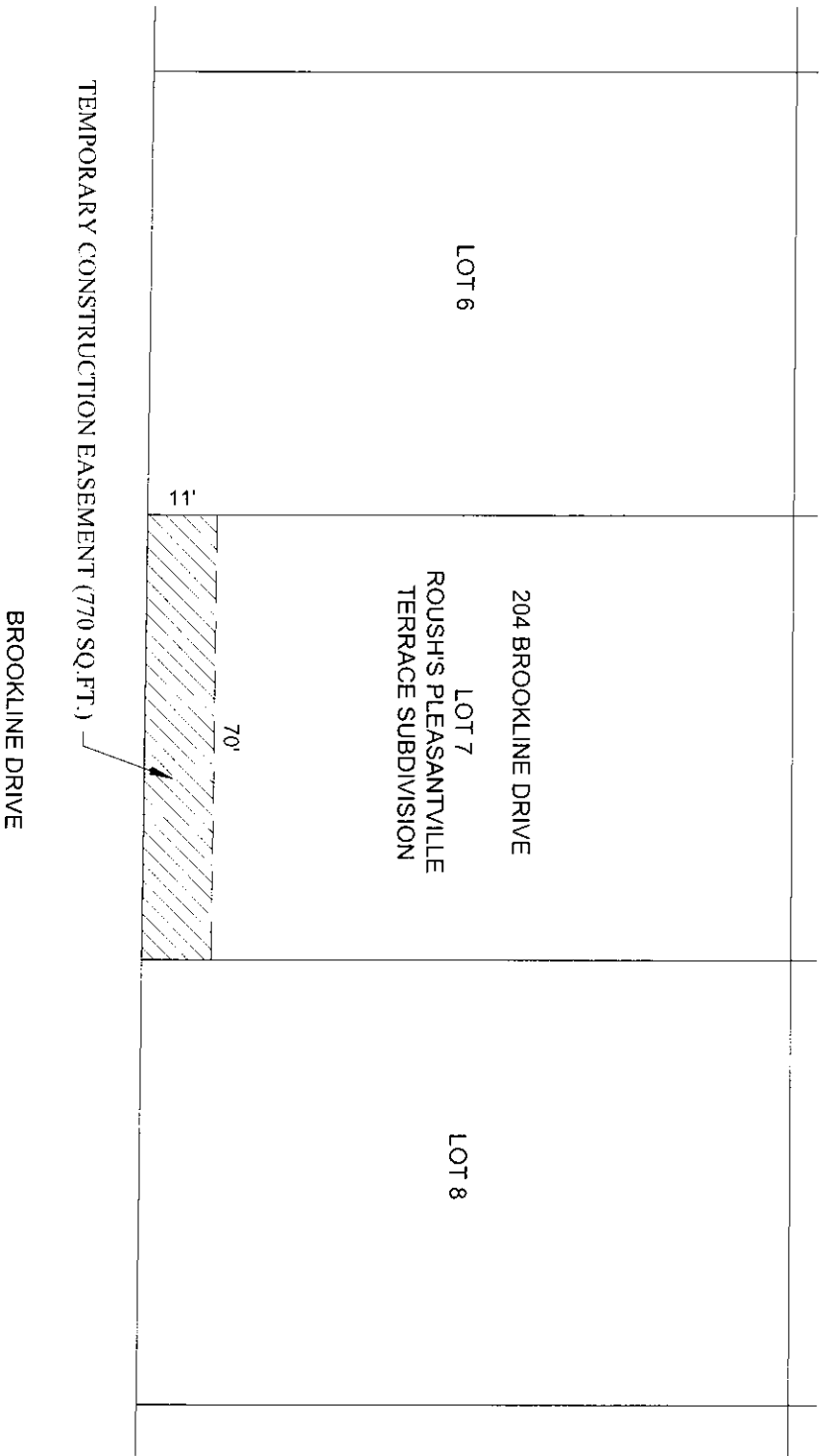
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____ July 11, 2022 ✕ City Attorney

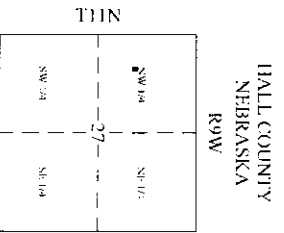
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE SOUTH 11 FEET OF LOT 7, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DIVERGED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE



PROPERTY LINE

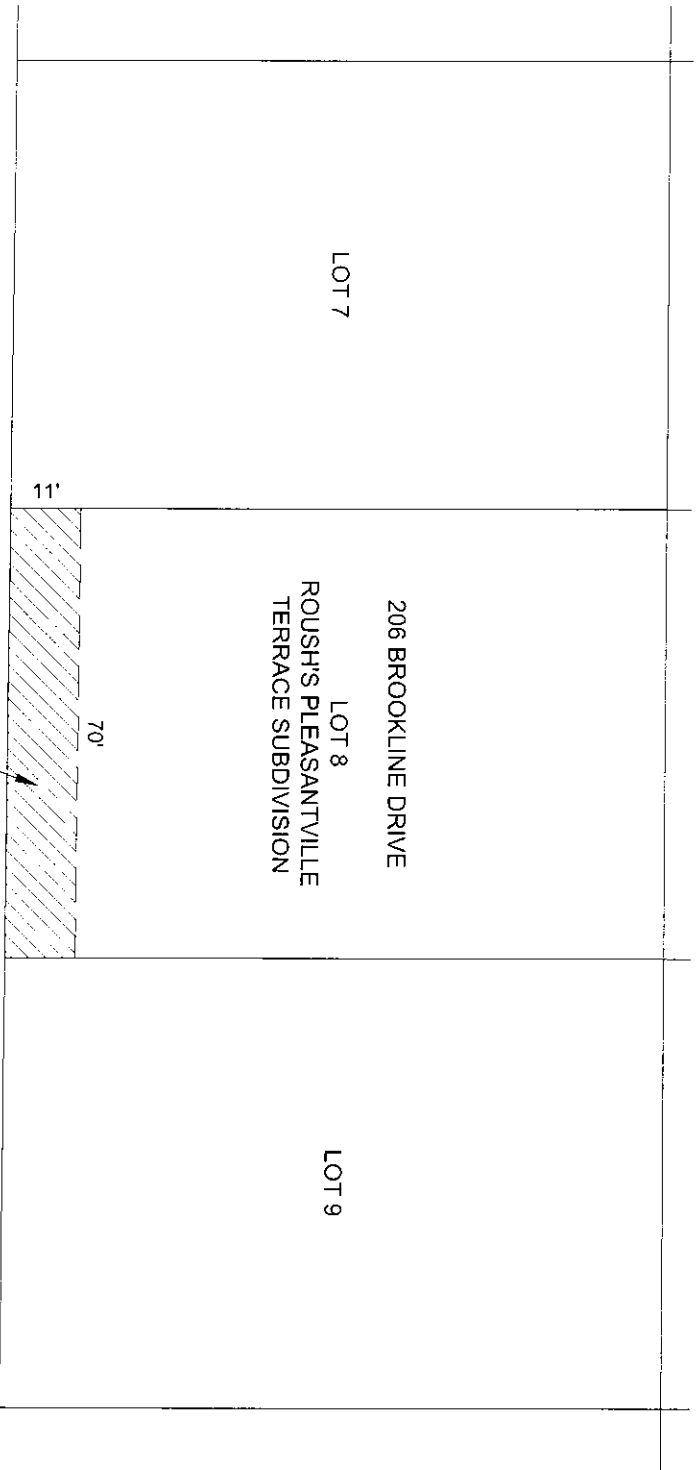
TEMPORARY CONSTRUCTION EASEMENT AREA

DATE:	12/16/2021
SCALE:	1" = 30'
DRAWN:	AG
JOB NO.:	R201607
FIELD BOOK:	GRAND ISLAND #19
FIELD WORK:	BS
SHEET:	1 OF 1
TRACT NO.:	8



800.723.8567
Grand Island, NE 68881.7428
www.jfc.com

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



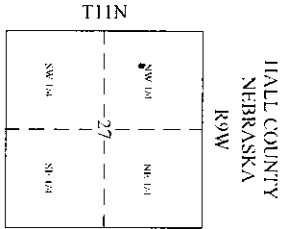
TEMPORARY CONSTRUCTION EASEMENT (770 SQ.FT.)

BROOKLINE DRIVE

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE SOUTH 11 FEET OF LOT 8, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

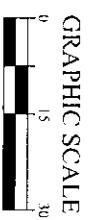
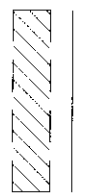
VICINITY SKETCH:



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT POINT
- CALCULATED POINT
- D DITCHED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

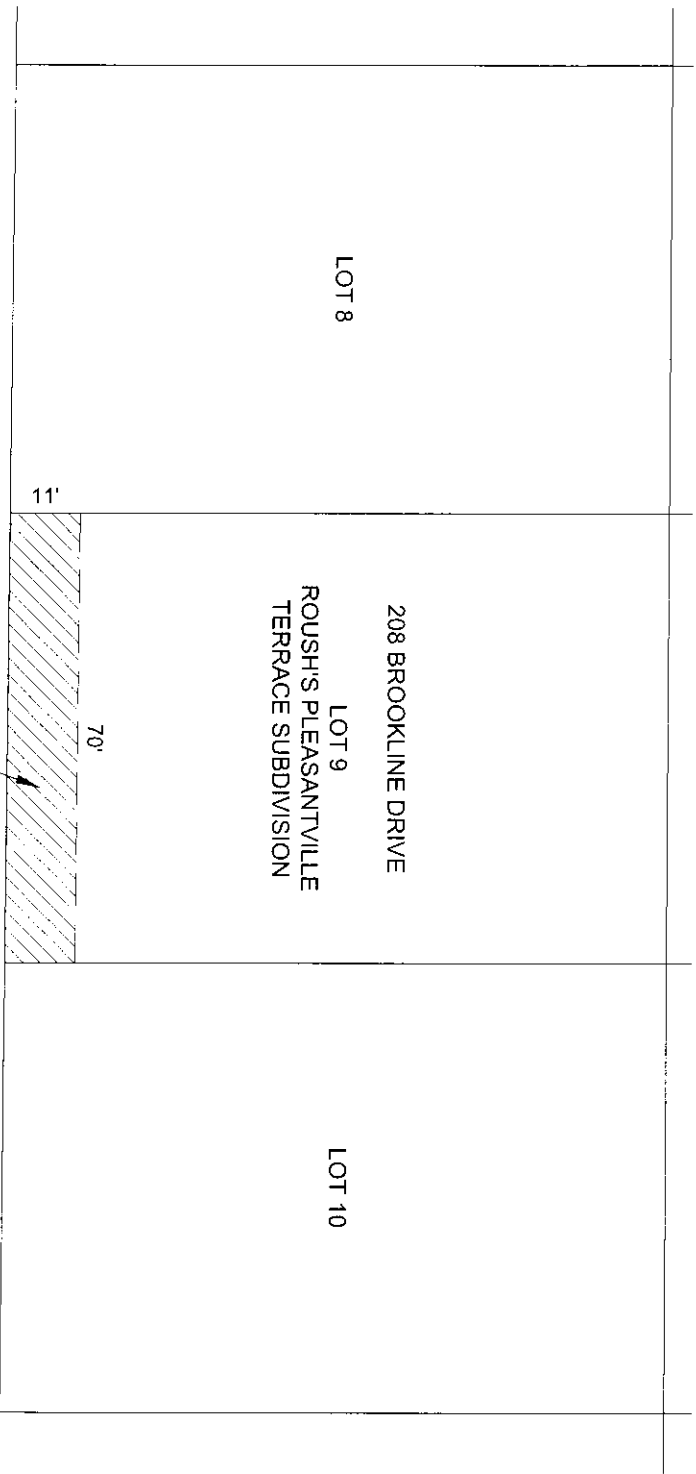


DATE:	12/16/2021
SCALE:	1" = 30'
DRAWN:	
ACI:	
JOB NO:	R201607
FIELD BOOK:	GRAND ISLAND #9
FIELD WORK:	BS
SHEET:	1 OF 1
TRACT NO:	9



800.723.8567
Grand Island, NE 308.381.7428
www.jeo.com

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

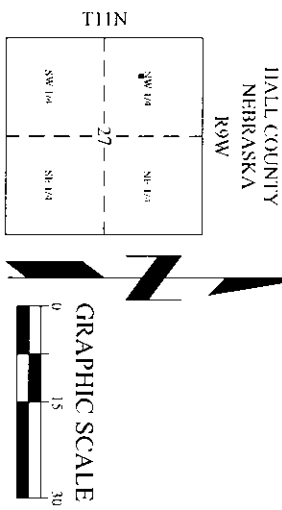


TEMPORARY CONSTRUCTION EASEMENT (770 SQ. FT.)
BROOKLINE DRIVE

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE SOUTH 11 FEET OF LOT 9, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

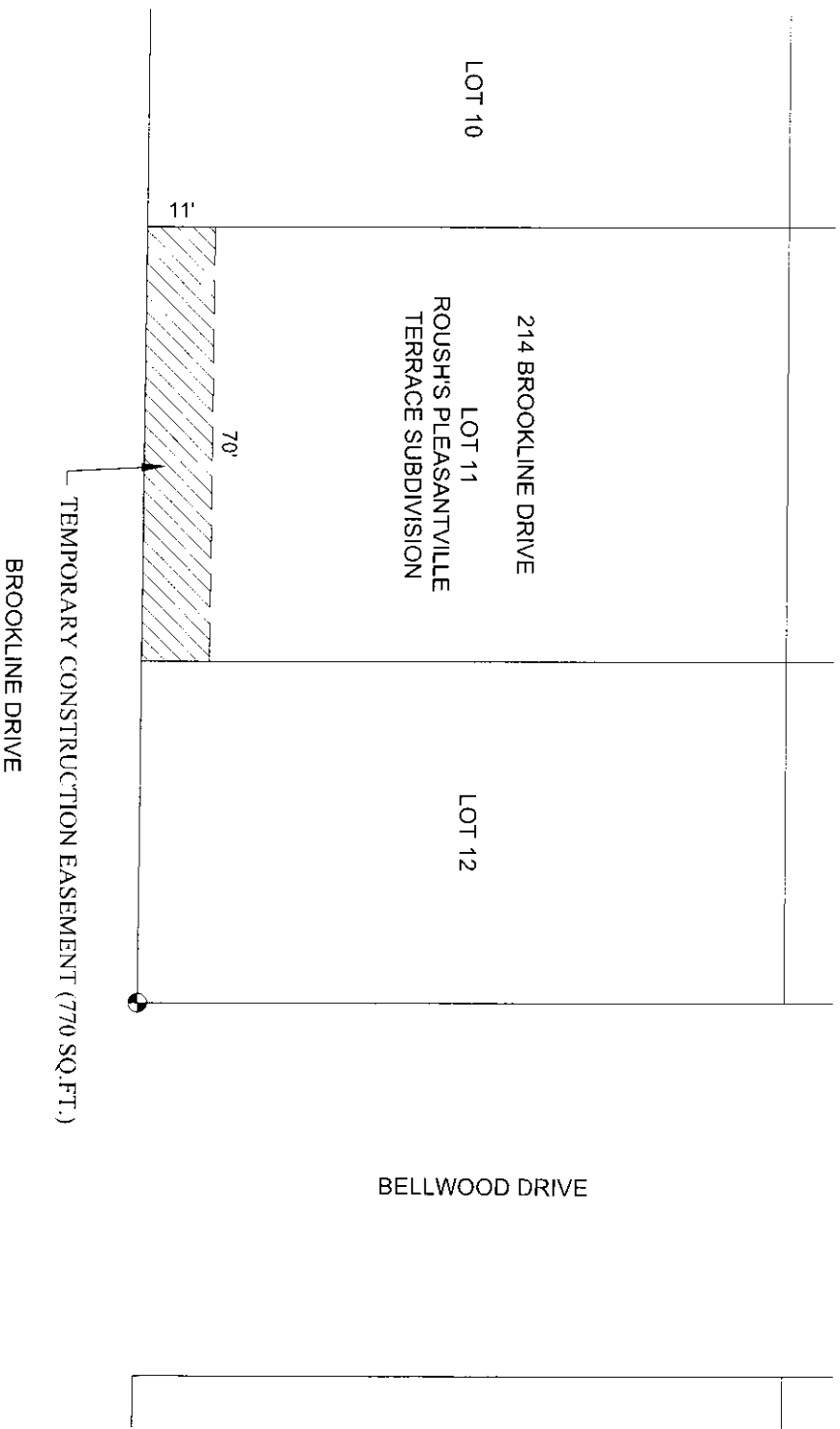
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEEDED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE
- PROPERTY LINE: [Solid line]
- TEMPORARY CONSTRUCTION EASEMENT AREA: [Hatched area]

DATE:	12/16/2021
SCALE:	1" = 30'
DRAWN:	AG
JOB NO.:	R201607
FIELD BOOK:	GRAND ISLAND #9
FIELD WORK:	BS
SHEET:	1 OF 1
TRACT NO.:	10



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Grand Island, NE 308.581.7428
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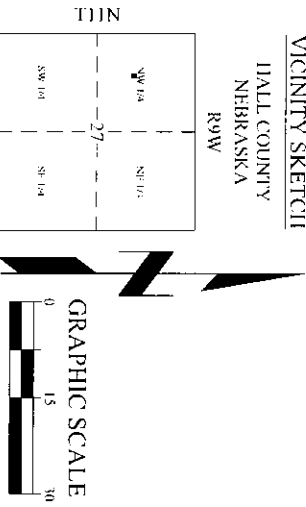
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE SOUTH 11 FEET OF LOT 11, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

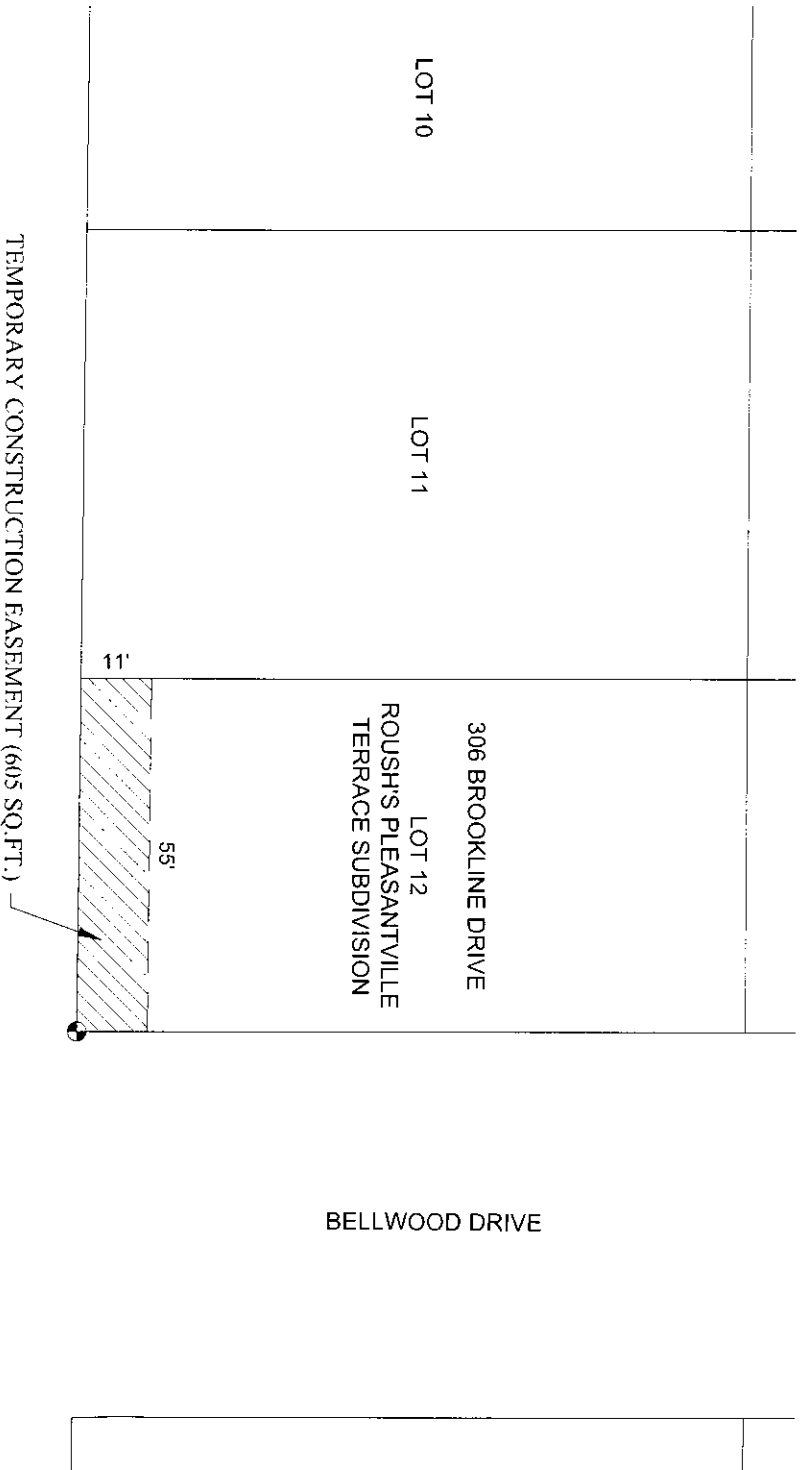
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 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE
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- ▨ PROPERTY LINE
 - ▨ TEMPORARY CONSTRUCTION EASEMENT AREA

DATE:	12/16/2021
SCALE:	1" = 30'
DRAWN:	AG
JOB NO:	R201607
FIELD BOOK:	GRAND ISLAND #9
FIELD WORK:	BS
SHEET:	1 of 1
TRACT NO:	12



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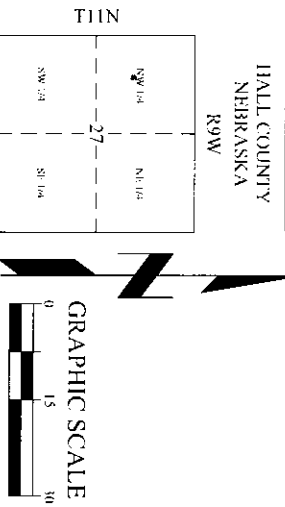
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE SOUTH 11 FEET OF LOT 12, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 605 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
 - MONUMENT SET
 - D. DIVERGED DISTANCE
 - G. GOVERNMENT DISTANCE
 - M. MEASURED DISTANCE
 - P. PLATTED DISTANCE
 - R. RECORDED DISTANCE
- PROPERTY LINE
 - TEMPORARY CONSTRUCTION EASEMENT AREA

DATE:	12/16/2021
SCALE:	1" = 30'
DRAWN:	ACJ
JOB NO.:	R201607
FIELD BOOK:	GRAND ISLAND #19
FIELD WORK:	BS
SHEET:	1 OF 1
TRACT NO.:	13



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City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-15

**#2022-179 - Approving Bid Award 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, Assistant Public Works Director

Meeting: July 12, 2022

Subject: Approving Bid Award for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3

Presenter(s): John Collins PE, 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 May 13, 2022 the Engineering Division of the Public Works Department advertised for bids for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3.

Discussion

Two (2) bids were received and opened on June 30, 2022. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

	SKM Turnkey Construction, LLC, Grand Island, NE	DN Tanks, Grand Prairie, TX
Base Bid	\$1,136,829.88	\$1,829,329.00
Alternate Bid "A"	None	

400,000 Gallon Prestressed Concrete Tank		\$2,694,429.00
Alternate Bid "B" 600,000 Gallon Prestressed Concrete Tank	None	\$2,832,229.00
Alternate Bid "C" 400,000 Gallon Welded Steel Tank	\$2,499,296.80	None
Alternate Bid "D" 600,000 Gallon Welded Steel Tank	\$2,649,812.80	None

Public Works Engineering staff has negotiated with the low bidder on the installation of the 400,000 gallon welded steel tank. After value engineering the project the revised construction cost with SKM Turnkey Construction, LLC is \$2,045,489.30.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, SKM Turnkey Construction, LLC of Grand Island, Nebraska in the amount of \$2,045,489.30.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 30, 2022 at 2:45 p.m.
FOR: Lift Station No. 28 Equalization Tank; Project No. 2022-S-3
DEPARTMENT: Public Works
ESTIMATE: \$2,020,000.00
FUND/ACCOUNT: 53030055
PUBLICATION DATE: May 31, 2022
NO. POTENTIAL BIDDERS: 18

SUMMARY

Bidder:	<u>DN Tanks</u>	<u>SKM Turnkey Construction, LLC</u>
	Grand Prairie, TX	Grand Island, NE
Bid Security:	Western Surety Co.	Universal Surety Co.
Bid Price:		
C.1:	\$1,829,329.00	\$1,136,829.880
C. Alt A:	\$2,694,429.00	N/A
C Alt B:	\$2,832,229.00	N/A
C Alt C:	N/A	\$2,499,296.80
C. Alt. D:	N/A	\$2,649,812.80

cc: Keith Kurz, Interim Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director

P2376

RESOLUTION 2022-179

WHEREAS, the City of Grand Island invited sealed bids for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on June 30, 2022 bids were received, opened, and reviewed; and

WHEREAS, SKM Turnkey Construction, LLC of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$2,045,489.30.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of SKM Turnkey Construction, LLC of Grand Island, Nebraska in the amount of \$2,045,489.30 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 11, 2022	☒ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item G-16

#2022-180 - Approving Removal & Construction of 3 New Backstops at Ryder Park

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Meeting: July 12, 2022
Subject: Approving Three New Backstops at Ryder Park
Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The backstops to be replaced are located on fields #2, #3, and B at Ryder Park. The existing backstops are outdated and worn.





Discussion

The Parks and Recreation Department advertised for bids for removal and construction of three (3) new backstops on May 26, 2022. One (1) provider responded to the Bid.

The bid from American Fence Company of Grand Island, Nebraska is recommended to remove and construct three (3) new backstops at Ryder Park. The total cost to complete the backstop project is \$47,255.00.

Food and Beverage Tax proceed will be utilized to complete the project.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the bid from American Fence Company of Grand Island, Nebraska to remove and construct three (3) new backstops at Ryder Park.

Sample Motion

Move to accept the bid from American Fence Company to provide three new backstops in the amount of \$47,255.00.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: June 15, 2022 at 2:00 p.m.
FOR: Ryder Park – Removal & Construction of 3 New Backstops
DEPARTMENT: Parks
ESTIMATE: \$50,000.00
FUND/ACCOUNT: 21100003-2000
PUBLICATION DATE: May 26, 2022
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: American Fence Company
Grand Island, NE
Exceptions: None
Bid Price:
Ryder Field B: \$13,535.00
Ryder Field #2: \$14,320.00
Ryder Field #3: \$19,400.00
Total: \$47,255.00

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

Patti Buettner, Parks Admin. Assist.
Patrick Brown, Finance Director
Barry Burrows, Park Superintendent

P2374

RESOLUTION 2022-180

WHEREAS, the City of Grand Island invited sealed bids for Removal and Construction of three (3) new Backstops in Ryder Park according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on June 15, 2022, one (1) bid was received, opened and reviewed; and

WHEREAS, American Fence Company from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$47,255.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from American Fence Company from Grand Island, Nebraska in the total amount of \$47,255.00 for Removal and Construction of three (3) new Backstops in Ryder Park is hereby approved as the lowest responsible bid.

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 11, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item H-1

Consideration of Approving the Request from Mid America Truck Wash, LLC for a Conditional Use Permit for a Livestock Trailer Washout facility located at 4009 W. Wood River Road in the NE 1/4, Sec. 23-10-10 - Southwest Corner of the Intersection of Wood River Road and North Road

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

Staff Contact: Chad Nabity



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item I-1

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 12, 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 the award of the proposal to FNIC of Grand Island, NE.



Stacy Nonhof, Purchasing Agent

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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

DocuSigned by:
By: Scott Hill
2DB78A13A0FD4D1...
Name: Scott 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	Waterpark Liability
Excess / Umbrella Liability	Auto Liability / Physical Damage
Property and Inland Marine	Employee Dishonesty
Contractor's Equipment	Cyber Liability
Public Officials Errors and Omissions	Workers Compensation
Employment Practices	Municipal Electric System Coverage
Law Enforcement 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 indemnifications 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 resources 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, July 12, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 11, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 12, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of June 29, 2022 through July 12, 2022

*The Claims for the period of June 29, 2022 through July 12, 2022 for a total amount of \$12,284,105.71.
A MOTION is in order.*

Staff Contact: Patrick Brown