
City of Grand Island



Tuesday, February 14, 2023 Council Session Agenda

City Council:

Jason Conley
Michelle Fitzke
Bethany Guzinski
Chuck Haase
Doug Lanfear
Maggie Mendoza
Mitchell Nickerson
Mike Paulick
Jack Sheard
Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

City Clerk:

RaNae Edwards

7:00 PM

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

Call to Order

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

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

Invocation - Pastor Steven Peeler, Messiah Lutheran Church, 708 North Locust 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

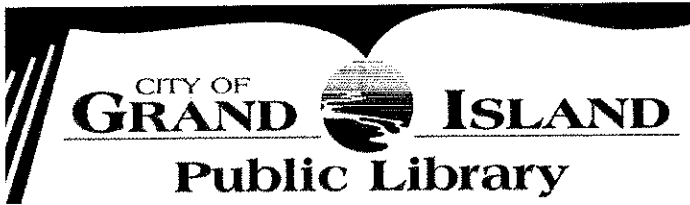
Tuesday, February 14, 2023

Council Session

Item C-1

Presentation of the 2021-2022 Annual Library Report

Staff Contact: Celine Swan



January 26, 2023

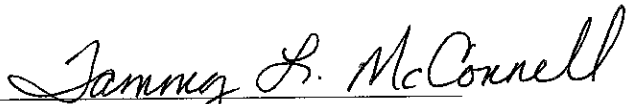
Affidavit for Filing Library Annual Report

The undersigned, being duly sworn, states that he is authorized to file the attached Annual Report on behalf of the Grand Island Public Library Board; that to the best of his knowledge, information and belief, all statements of fact contained therein are true; and that said Annual Report is a correct statement of the business and affairs of the Grand Island Public Library in respect to each and every matter set forth during the reporting period identified therein.

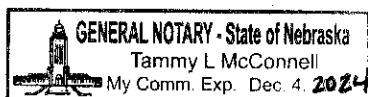

Jaime Parr, Library Board President

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

Before me, a notary public, on this ____ day of January 26, 2023, personally appeared Jaime Parr, President, Grand Island Public Library Board, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.


Notary Public

[seal]





Grand Island Public Library

Annual Report

October 1, 2021–September 30, 2022

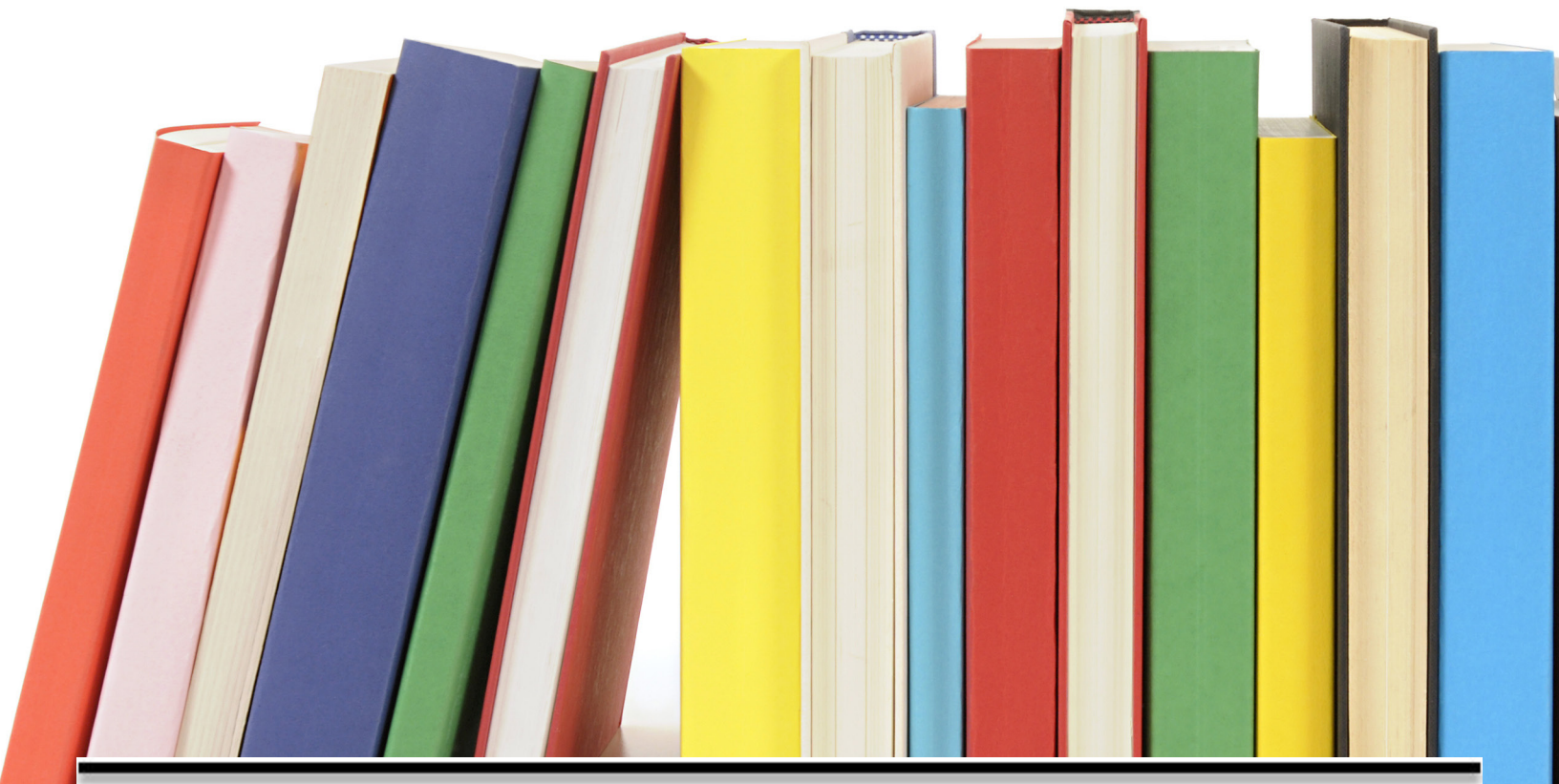


Table of Contents

From the Director's Desk.....	1
By the Numbers.....	2
2021-2022: A Year of Growth.....	3
GIPL 2022-2027.....	4
Library Foundation News.....	5

Library Staff

Administration

Celine Swan, Director
Nancy Broich, Secretary

Custodial & Maintenance

Brian Hainke †
Ray Hayman
Robert Meyer

Librarians

Laura Fentress, Youth & Family Services
Shaun Klee, Adult & Technical Services

Library Assistant IIs

Susie Cartwright
Lori Medlin
Jeanne Simons
Elle Supencheck

Library Board

Jaime Parr, President (from July 2022)
Sara White, Vice President
Tanya Hansen, Secretary; President (to July 2022)
Barbara Beck
Kari Hooker-Leep
Beth Stecker
Anna Stehlik

Retired Board Members:

Kelli Arens
Benjamin Boeselager
Maria Marquez de Lopez
Ed Meedel

Vaughn Minton, City Council Liaison

Library Assistants

Chris Dierks
Brenda Halm
Ann Gosda
Irasema Interiano
Nicole Roundy
Jackie Tran
Alessandra Valencia
Lindsay Wassinger

Library Pages

Michelle Abramson
Pat Bell
Kaitlyn Berggren
Andrew Fuller
John Galbraith
Ella McDowall
Darlene Polk

Library Foundation

Leigh Lillibridge, Executive Director
Kim Mettenbrink, Volunteer Coordinator

Alan Lepler, President
Joe Cook, Vice President
Pam Andersen, Secretary/Treasurer
Abby Kile, Secretary/Treasurer
Duane Burns, Past President
Pat Bell, Board Member
Ines Gonzalez, Board Member

Ed Meedel, Library Board Representative
Tanya Hansen, Library Board Representative

From the Director's Desk

Celine Swan
Library Director

The Grand Island Public Library is more than just checking out books! One great example from this year was the implementation of the Community Seed Library. Staff partnered with our good friend Pam to grow starter plants, get donations of plants from nurseries, and set up a file cabinet to organize the seeds. A big plant exchange event saw a huge turnout from the community. Nebraska Public Media offered programs on pollination, donated starter seeds, and provided educational handouts to our Library.

The Seed Library was welcomed and appreciated by our patrons! We had a lot of great feedback. We were able to put out materials on growing vegetables and flowers, pollination, recipes, canning, and more. Patrons loved being able to pick out their packets of seeds to take home. At a time when it is increasingly popular to grow your own food, for health reasons, and to save money, this program helped us all to grow!

This is just one program where our Library empowers and engages people with not materials and programs. We were even able to go to St. Mary's Cathedral to offer information in English and Spanish to hundreds that were attending two Spanish masses; of course, they loved the free seeds.

The Library also experienced growth in numbers for the 2021-2022 fiscal year. We had an increase in registered patrons. We did card promotions across the community. Staff created a sign-up station by the circulation desk where patrons could quickly apply for a library card. We promoted free library cards in Hall County outside Grand Island city limits. We also saw growth in patron visits; circulation increased all media formats by an amazing 25.4%.

The Library was still getting back to normal after COVID and did have some growing pains. The Library staff and patrons struggled with occasional

COVID flare-ups. Other challenges were patron dissatisfaction with Library hours. The Library worked with what we had in our budget to provide the best possible hours for the public, though hours and staff had not been increased since the 2020 cutbacks. Times were tough for patrons looking for resources on jobs, food security, housing, childcare, technology, and medical information. The Library was here as a resource. For many under-served it was a place to visit; for some, a refuge.

The Library applied for many grants. We received funding to replace our outdated self-checkout stations, RFID gates and equipment, and teen computers. We also replaced our HVAC system that was overdue for replacement. We finished that project under projected costs in December of 2021.

The Library Board updated the Library's Strategic Plan in the spring of 2022 and is working hard with the Library Foundation, staff, and community to continue making this a "Library for Everyone!" and will continue to push toward achieving goals outlined in this 5-year plan. The Grand Island Public Library is accredited at the Gold Level by the Nebraska Library Commission. The Library's new mission statement is "To inspire and strengthen our community by connecting people with information, ideas and experiences." We are excited to share this year's incredible growth!



By the Numbers

33,201

Registered Patrons (Cardholders)

5.3% increase over 2021

97,945

print books held

5,482

audio units held

10,995

video units held

8,532

items added

(New to the Library)

\$4,296,263

saved by patrons borrowing items
from GIPL rather than purchasing

source: <https://ilovelibraries.org/what-libraries-do/calculator>

95,863

Patron Visits

285,587

Total Annual Circulation
of all materials in all formats

An amazing **25.4% increase!**

44,107

electronic books held

40,396

electronic audio units held

1,949

electronic video units held

7,704

items withdrawn

(Worn, replaced, not circulating)

\$1,782,490

Annual Library Budget

\$1,762,881.21, or 98.9%
of budget spent

2021-2022: A Year of Growth

It has been a year of incredible growth for children's and teen services. The Library has always championed early literacy, and this year we revamped the baby area of the Children's Area to highlight the Five Practices encouraged by the Every Child Ready to Read initiative: Talking, Singing, Reading, Writing, and Playing.

This year saw the return of fully in-person children's and teen programming. Favorite programs like Breakfast With Santa, the Bear Fair, Summer Reading Kickoff, and the Edith Abbott Victorian Tea Party were held in person for the first time since before the pandemic, drawing large crowds of up to 300 people.

This year's Summer Reading Program, themed "Oceans of Possibilities," brought in droves of participants, especially for our "Mega Mondays" programs that featured special guest performers. 534 kids and 87 teens ages 0 to 18 collectively logged over 480,000 reading minutes over the 10 weeks of summer and collected more than 1,800 prizes.

Fall programming included the return of Bookbop, the much-loved weekly movement-based story-time, and brand-new art programs for school-aged kids and special teen programs on Fridays GIPS schools were out of session.

We also expanded our partnerships with schools, preschools, and daycares around the region to do some outreach programs and bring kids in for guided tours on field trips.

With funding from the 2021 ARPA Youth Grant, teens got a brand new "Gateway Makerspace" an area just outside our existing Makerspace stocked with tools and supplies they can use independently to experiment, craft, and design whatever they'd like.

The ARPA Youth Grant also funded the purchase of six One by Wacom tablet input devices, two sewing machines, and an iFixit Pro Tech electronics repair



toolkit available for checkout and in-library use.

Adult library engagement continued to grow in 2021-2022 as well. In addition to the annual Summer Reading Program, the new Bygone Book Club, dedicated to both local and Nebraska history launched its inaugural season. Still growing in popularity, the second season of Bygone Book Club began in Fall 2022.

2022 was also a special year for Grand Island, which celebrated its sesquicentennial—150th—anniversary. The Library partnered with community organizations to hold programs celebrating Grand Island's incredible history including History Nebraska Speakers Bureau lectures and historic bus tours of the community.

With increased hours and staff (including a new teen librarian!) in the coming year, we are excited to reach out to more families and organizations to better serve all the young people and their families in our community. Here's to another year of growth!

GIPL 2022-2027

Tanya Hansen
Library Board President

A comprehensive five-year strategic plan was completed in April 2022. This included significant input from staff, patrons, and partners as GIPL navigates how to meet the needs of the community. The Library Board and Staff developed action steps with timelines and milestones and formed teams of staff and board members to address each of six Strategic Directions. During the last fiscal year, as part of the Strategic Plan, the Board voted to eliminate late fees in the upcoming fiscal year, partnered with Hall County schools to ensure each child has a library card, voted to expand the Library hours to accommodate various lifestyles, created a plan for the Library's hardware and software, expanded our outreach efforts, built and maintained partnerships with local non-profits, engaged with private employers like JBS to hold Library card drives, evaluated and updated signage to be inclusive, staffed the Welcome Desk, and expanded our Makerspace and digital equipment offerings.

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The 2027 Grand Island Public Library Strategic Plan includes six strategic directions, or goals, for the Library to work towards:

1. A Library for Everyone
2. A Culture of Excellence
3. Create Mutually Beneficial Partnerships and Collaboration
4. Increase Awareness of All We Do and Offer
5. Ensure the Library's Materials, Programs, Technology, and Services Meet the Needs of the Community
6. Ensure the Library's Physical Space Needs the Needs of the Community

To view the full 2022-2027 Strategic Plan, view our progress, and see previous plans, visit us at:

<https://gilibrary.org/about-us/gilibrary-2020>



“I value most the fact that the library offers an environment where people can enjoy reading. I fell in love with reading as a kid due to programs at the library and visits to the library.” -- Library Patron, GIPL Strategic Plan Survey



Library Foundation News

Leigh Lillibridge
Library Foundation Executive Director

In the last year the Library Foundation has researched and launched a fundraising program aimed at not only supporting the educational opportunities at the library, but featuring them too!

In early 2021 the Foundation board was tasked with trying to figure out new fundraising activities during a global pandemic. As experienced as many involved were, none of us had fundraised through a global health crisis. We were left wondering how on earth we were going to fundraise during a pandemic when we couldn't gather people or entice them with fun events.

After significant research and several planning sessions, it was decided to offer an Annual Sponsorship Program where area businesses could sponsor an entire year's worth of activities and events at the library. The mechanics of the program make it similar to sponsoring a golf tournament, but the benefit of the Library Annual Sponsorship is that sponsors get to support and be mentioned at every library program throughout the calendar year. The different levels of sponsorship allow all sizes of businesses, organizations, and individuals to take part.

The program's soft launch was in the spring of 2022. The launch helped the Foundation meet the annual funding goal to gift the Library in November. Foundation Board members and staff met face-to-face with area business owners and community leaders to promote the program.

Our Annual Sponsor businesses are recognized on both the Library and Foundation websites, library kiosks, and the Library's quarterly newsletter, and are mentioned by name at Library events. Top-level sponsors are invited to participate in larger events like Summer Reading and the Bear Fair.

We are currently taking sponsorships for 2023.

More information can be found on our website:

<https://giplf.org/become-a-sponsor/>

Special thanks to the following business sponsors for 2022:





Library Mission Statement

*To inspire and strengthen our community by
connecting people with information, ideas,
and experiences*



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item D-1

#2023-BE-1 - Consideration of Determining Benefits for Sidewalk Repairs at 239 South Plum Street

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

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: February 14, 2023

Subject: Consideration of Determining Benefits for Sidewalk Repairs at 239 South Plum Street

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

Background

The Certificate of Final Completion for Sidewalk Repairs at 239 South Plum Street was approved by City Council on January 10, 2023, via Resolution No. 2023-8; with February 14, 2023 set as the date for Council to sit as the Board of Equalization. Galvan Construction, Inc. of Grand Island, Nebraska completed such work to the City standards for a cost of \$1,750.00. Total cost of the repairs, including Engineering Services of \$175.00, is \$1,925.00.

All work has been completed and special assessments have been calculated for the improvements.

Discussion

The cost for this project will be assessed to the adjacent property per City Code Section 32-58(2) and 16-662. The payments are spread over six (6) years at 7% simple interest. The first payment of principal only at 1/7th of the assessment is due ten (10) days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The remaining six payments of 1/7th of the assessment plus accrued interest are due on each one year anniversary thereafter. There is no penalty for prepayment of the outstanding balance at any time.

The City has had multiple correspondences with the property owner and has sent a reminder letter advising them that the BOE is scheduled for February 14, 2023 with City Council action anticipated after the BOE action and that the first installment payment will be due shortly after.

Alternatives

The Council is sitting as the Board of Equalization. It appears that the Board has the following alternatives concerning the issue at hand. The Board may:

1. Move to approve
2. Continue the hearing to future date
3. Take no action on the issue

Recommendation

City Administration recommends that the Board of Equalization determine benefits and pass a resolution establishing benefits for Sidewalk Repairs at 239 South Plum Street.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Sidewalk Repairs at 239 South Plum Street.

Notes:

179.60 SqFt. Sidewalk



SIDEWALK REPAIRS

239 S. PLUM ST.
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on January 24, 2023, she mailed copies of the "Notice of Board of Equalization Hearing – Sidewalk Repairs at 239 South Plum Street", which notice was first published in the Grand Island Independent on January 24, 2023, to the following named parties:

Larry D Gydesen
Amanda M Gydesen
239 South Plum Street
Grand Island, NE 68801

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

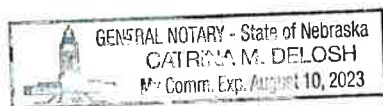
Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: January 24, 2023



RaNae Edwards, City Clerk

Subscribed and sworn to before me this 24th date January, 2023.





Notary Public

Sidewalk Repairs at 239 South Plum Street

Details for Sidewalk Repairs at 239 South Plum Street

2023/1/24- The Grand Island Independent

NOTICE OF BOARD OF EQUALIZATION HEARING Sidewalk Repairs at 239 South Plum Street NOTICE is hereby given to all persons owning real estate at 239 South Plum Street in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on February 14, 2023 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sidewalk improvements therein. All owners of real estate within said sidewalk repair area, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made. By order of the City Council, Grand Island, Nebraska. RaNae Edwards, City Clerk 24-31-7 ZNEZ

Categories

- [Legal](#)

https://theindependent.com/ads/community/announcements/legal/sidewalk-repairs-at-239-south-plum-street/ad_fc826c5d-c902-54ce-96ae-3893f0e76d13.html

NOTICE OF BOARD OF EQUALIZATION HEARING

Sidewalk Repairs at
239 South Plum Street

NOTICE is hereby given to all persons owning real estate at 239 South Plum Street in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on February 14, 2023 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sidewalk improvements therein. All owners of real estate within said sidewalk repair area, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

Publication Dates:

January 24, 2023

January 31, 2023

February 7, 2023

ORDINANCE NO. ____

An ordinance assessing and levying a special tax to pay the cost of construction of Sidewalk Repairs at 239 South Plum Street of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sidewalk repairs at 239 South Plum Street, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Larry D & Amanda M Gydesen	Lot 6, Block 1, Koehler Place City of Grand Island, Hall County, Nebraska	\$1,925.00
TOTAL		\$1,925.00

Approved as to Form ☐ _____
January 24, 2023 ☐ City Attorney

ORDINANCE NO. _____ (Cont.)

SECTION 2. The special tax shall become delinquent as follows: One-seventh of the total amount shall become delinquent in ten days; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. 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: February 14, 2023

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2023

DRAFT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for sidewalk repairs at 239 South Plum Street, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$1,925.00; and

Such benefits are based on length of sidewalk installed at the adjacent property; and

According to the actual frontage of sidewalk installed adjacent to the respective lots, tracts, and real estate within such sidewalk repair area, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Larry D & Amanda M Gydesen	Lot 6, Block 1, Koehler Place City of Grand Island, Hall County, Nebraska	\$1,925.00
TOTAL		\$1,925.00

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
January 24, 2023 ☐ City Attorney

239 S Plum Street

- 2022/7/6- Code Enforcement received complaint “sidewalk is cracked and needs replaced before someone gets hurt”- Code Enforcement officer observed several City Code violations- gave 7 days to comply
- 2022/7/7- Code Enforcement sent sidewalk repair letter
- 2022/7/8- PW Eng Tech marked deficient areas of public sidewalk
- 2022/8/16- Code Enforcement noted no action taken
- 2022/8/17- Code Enforcement sent final notice to make sidewalk repairs
- 2022/10/12- Code Enforcement has “exhausted all options and given enough time for a response from the property owner to comply- case forwarded to PW Eng”
- 2022/10/13- no work has been started- letter sent to property owner notifying this matter will be presented to City Council at their 2022/10/25 meeting for action
- 2023/10/25- City Council approved Resolution No. 2022-307 ordering the sidewalk repairs- 15 days to obtain permit & then 15 days to complete work
- 2022/10/26- notice sent to property owner of City Council action
- 2022/11/15- sent regular & certified mail of notice that quotes would be obtained
- 2022/11/28- noticed posted on property that contractor has been hired to complete the work (Galvan Construction- PO No. 37961 for \$2k)
 - Work completed for \$1750 w/ 10% (\$175) Engineering fee= \$1925
- 2023/1/10- City Council approved Certificate of Final Completion- Resolution No. 2023-8
- 2023/2/14- Board of Equalization to assess total costs of \$1925

R E S O L U T I O N 2023-BE-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for sidewalk repairs at 239 South Plum Street, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$1,925.00; and

Such benefits are based on length of sidewalk installed at the adjacent property;
and

According to the actual frontage of sidewalk installed adjacent to the respective lots, tracts, and real estate within such sidewalk repair area, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Larry D & Amanda M Gydesen	Lot 6, Block 1, Koehler Place City of Grand Island, Hall County, Nebraska	\$1,925.00
TOTAL		\$1,925.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, sitting as a Board of Equalization, on February 14, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2023	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item F-1

#9916 - Assessment of Benefits for Sidewalk Repairs at 239 South Plum Street

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

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: February 14, 2023

Subject: Assessment of Benefits for Sidewalk Repairs at 239 South Plum Street

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

Background

The Certificate of Final Completion for Sidewalk Repairs at 239 South Plum Street was approved by City Council on January 10, 2023, via Resolution No. 2023-8; with February 14, 2023 set as the date for Council to sit as the Board of Equalization. Galvan Construction, Inc. of Grand Island, Nebraska completed such work to the City standards for a cost of \$1,750.00. Total cost of the repairs, including Engineering Services of \$175.00, is \$1,925.00.

All work has been completed and special assessments have been calculated for the improvements.

A resolution was previously presented at tonight's meeting for the Board of Equalization to establish the benefits for sidewalk repairs at 239 South Plum Street.

Discussion

If the Board of Equalization adopts the resolution establishing the benefits for sidewalk repairs, the next step requires the City Council to adopt an ordinance to assess and levy a special tax to pay the cost of construction for sidewalk repairs at 239 South Plum Street. Staff have prepared an ordinance for City Council's consideration. After the effective date of the proposed ordinance, the Treasurer of the City of Grand Island will collect the amount due (\$1,925.00) from the property owners according to the schedule and interest rate set forth in the proposed ordinance.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the City Council pass an ordinance assessing benefits for Sidewalk Repairs at 239 South Plum Street.

Sample Motion

Move to approve the ordinance assessing benefits for Sidewalk Repairs at 239 South Plum Street.

ORDINANCE NO. 9916

An ordinance assessing and levying a special tax to pay the cost of construction of Sidewalk Repairs at 239 South Plum Street of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. Pursuant to the authority granted to the City Council by Neb. Rev. Stat. §§16-250 and 16-662, there is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sidewalk repairs at 239 South Plum Street, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form	▣ _____
February 10, 2023	▣ City Attorney

ORDINANCE NO. 9916 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Larry D & Amanda M Gydesen	Lot 6, Block 1, Koehler Place City of Grand Island, Hall County, Nebraska	\$1,925.00
TOTAL		\$1,925.00

SECTION 2. The special tax shall become delinquent as follows: One-seventh of the total amount shall become delinquent in ten days; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The Treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein assessed as provided in Neb. Rev. Stat. §16-666.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

ORDINANCE NO. 9916 (Cont.)

SECTION 6. 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: February 14, 2023

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item G-1

Approving Minutes of January 24, 2023 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 24, 2023

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 January 24, 2023. Notice of the meeting was given in *The Grand Island Independent* on January 18, 2023.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Bethany Guzinski, Chuck Haase, Jack Sheard, Mike Paulick, Michelle Fitzke, Mark Stelk, Mitch Nickerson, Doug Lanfear and Jason Conley. Councilmember Maggie Mendoza was absent. The following City Officials were present: City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Laura McAloon and Interim Public Works Director Keith Kurz.

INVOCATION was given by Father Don Buhrman, St. Leo's Catholic Church, 2410 South Blaine Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Presentation and Discussion Regarding Allocation ARPA Funds. Finance Director Patrick Brown reported that in response to the COVID-19 pandemic, the United States Congress adopted the American Rescue Plan Act (ARPA) and established the Coronavirus State and Local Fiscal Recovery Fund (SLFRF). The City of Grand Island (City) had received its second tranche of ARPA funding in the amount of \$4.5 million. Together with the remaining funds from the first tranche of funding, the City had approximately \$5.5 million available for allocation to eligible projects.

Mr. Brown explained what the ARPA and SLFRE Funds could be used for such as: public health response costs; government infrastructure funding for water, sewer or broadband services; government employee retention and replacement; and replacement of lost governmental revenue.

Administration had come to the conclusion that the SLFRF funds should be used to satisfy the Council's commitment to provide infrastructure funding to the Conestoga Marketplace redevelopment project. This recommendation was based on the following:

1. The \$5,500,000 investment in the Conestoga Marketplace redevelopment would qualify for an ARPA funding expenditure. The \$5.5 million, as agreed to in the redevelopment agreement, would be spent on infrastructure of the mall property, including but not limited to water, sewer, electric, and road construction.
2. If we use General Fund cash reserves to pay for the Conestoga Marketplace investment, then we would need to find another project or projects to spend SLFRF funds. In essence, the General Fund reserves would decrease by the \$5.5 million investment in Conestoga Marketplace and \$5.5 million for the SLFRF project totaling an \$11 million reduction in

General Fund cash reserves. By using SLFRF funds for the Conestoga Marketplace project, City Council now has the option of using or not use cash reserves for another project.

Mr. Brown stated the General Fund had significant cash reserves which made the two options listed above viable. However due to the high cost of inflation, interest rate hikes, and supply line issues, it might be in the best interest of the City to hold on to those cash reserves and spend those reserves on projects in the future when costs start easing.

Reviewed was a list of other projects that would eventually need to be done. Jay Vavricek, 2729 Brentwood Boulevard commented about this item being under Presentations and Proclamations. He suggested the Council ask the public where they would like the \$5.5 million to go towards.

PUBLIC HEARINGS:

Public Hearing on Request from Duysen Enterprises, LLC dba The Upper Deck, 2110 West 2nd Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Duysen Enterprises, LLC dba The Upper Deck, 2110 West 2nd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on December 22, 2022; notice to the general public of date, time, and place of hearing published on January 14, 2023; notice to the applicant of date, time, and place of hearing mailed on January 4, 2023. Staff recommended denial based on the Police Department report of an active warrant for Mr. Duysen's arrest in the State of Minnesota. No public testimony was heard.

ORDINANCES:

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

#9915 - Consideration of Vacation of Public Right-of-Way in Section 12-11-10; North of State Street, East of North Road (Parcel No. 400523168)

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 failed.

Public Works Department Interim Director Keith Kurz reported that to allow access during construction of the North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 the City of Grand Island acquired right-of-way north of State Street, east of North Road. With the project complete there was no need for the City to retain this parcel. Ownership of the vacated right-of-way would revert to the adjacent property owner directly south of Parcel No. 400523168.

Motion by Haase, second by Paulick to approve Ordinance #9915.

City Clerk: Ordinance #9915 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9915 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 #9915 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-11, G-12, G-13, G-14 and G-15 (Resolutions #2023-24, #2023-25, #2023-26, #2023-27, and #2023-28) were pulled for further review Motion by Paulick, second by Stelk to approve the Consent Agenda excluding item G-. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 10, 2023 City Council Regular Meeting.

Approving Councilmembers Appointments to Boards and Commissions.

#2023-16 - Approving Budget Software Annual Renewal with SHI International Corp for the OpenGov Budget Software in an Amount of \$49,019.34.

#2023-17 - Approving Final Plat and Subdivision Agreement for Ben R Davis Subdivision. It was noted that LBE Family Limited Partnership, owner, had submitted the Final Plat and Subdivision Agreement for Ben R Davis Subdivision located south of Anderson Avenue and east of Pine Street for the purpose of creating 2 Lots on 31 acres.

#2023-18 - Approving Final Plat and Subdivision Agreement for The Orchard Third Subdivision. It was noted that The Orchard LLC c/o Hoppe Homes, owner, had submitted the Final Plat and Subdivision Agreement for The Orchard Third Subdivision located south of 19th Street and east of Peach Street for the purpose of creating 63 Lots on 7.630 acres.

#2023-19 - Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2022.

#2023-20 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2023.

#2023-21 - Approving Bid Award for 18th Street - Moores Creek Drainway to Diers Avenue; Project No. 2022-P-8 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$1,149,288.25.

#2023-22 - Approving Bid Award for Custer Avenue - 13th Street to State Street Roadway Rehabilitation; Project No. 2022-P-5 (Phase III) with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$1,109,367.45.

#2023-23 - Approving Change Order #1 for PGS Bottom Ash System Upgrade with UCC Environmental of Waukegan, Illinois for an Increase of \$2,163,776.00 and a Revised Contract Amount of \$4,144,476.00.

#2023-24 - Approving Purchase of Ryder Park Playground from Creative Sites, LLC of Omaha, Nebraska in an Amount of \$1,236,356.00. Parks and Recreation Director Todd McCoy reported that the City was approached by students and staff from the Central Community College Occupational Therapy Class with the idea of raising funds to building a new community inclusive playground. The City would purchase the equipment but it would be 100% covered by the CCCF and they had secured a total of \$1.1 million in cash and pledges to date. Comments were made by Council that this was a good project.

Motion by Haase, second by Nickerson to approve Resolution #2023-24. Upon roll call vote, all voted aye. Motion adopted.

#2023-25 - Approving Purchase of Bucket Truck for Parks Operations from Altec Industries, Inc. of St. Joseph, Missouri in an Amount of \$155,669.00. Parks and Recreation Director Todd McCoy reported that the Parks Division had budgeted this year to replace one (1) 1995 Chevy 3500 Cheyenne Bucket Truck. The replacement truck was necessary as the current unit was becoming less dependable and the new unit would be more efficient as it does not require down rigging. Mr. McCoy answered questions regarding the reasons this size of bucket truck was needed.

Motion by Guzinski, second by Conley to approve Resolution #2023-25. Upon roll call vote, all voted aye. Motion adopted.

#2023-26 - Approving Preliminary Design of West Connector Trail Extension with JEO Consulting Group, Inc. of Grand Island, Nebraska in an Amount of \$29,900.00. Parks and Recreation Director Todd McCoy reported that extending the current trail system and connecting gaps was listed as a priority from public input in the Grand Island Metropolitan Area Bicycle and Pedestrian Master Plan. The Parks and Recreation Department was proposing to design the West Connector Trail Extension. The trail project would construct a trail from the intersection of North Road and Old Potash Hwy to the City Water Tower Park on Engleman Road. The new trail would be 10' wide and approximately 1.4 miles long.

Mr. McCoy explained what the engineering would provide. He stated it would be a conceptual design for a possible grant. Interim Public Works Director Keith Kurz answered questions regarding the engineering design.

Motion by Sheard, second by Lanfear to approve Resolution #2023-26. Upon roll call vote, all voted aye. Motion adopted.

#2023-27 - Approving CDBG Sub-recipient Agreement with Central Nebraska Community Action Partnership. Amber Alvidrez, Community Development Administrator reported that the Community Development Division recommended awarding \$25,000 of the CDBG annually allocated funds to the Central Nebraska Community Action Partnership (CNCAP) to implement an Emergency Payment program. CNCAP would use these funds in order to aid low to moderate income residents within the City of Grand Island. The main goal of this program would be to help residents of our community with one time aid to avoid homelessness. Council thanked Ms. Alvidrez for bringing this forward.

Motion by Nickerson, second by Guzinski to approve Resolution #2023-27. Upon roll call vote, all voted aye. Motion adopted.

#2023-28 - Approving Application for the Grand Island Fire Department to Apply for FY22 Assistance to Firefighters Grant to Purchase 70 P25 Compliant Radios. Fire Chief Cory Schmidt reported that the Grand Island Fire Department was requesting to apply to the FY22 Assistance to Firefighters Grant for funding assistance for the purchase of seventy P-25 compliant radios. Discussion was held regarding the different types of radios. Chief Schmidt stated these were the radios that would qualify for grant funding. Police Captain Jim Duerling explained the difference in their request for radios and the Fire Department radios. Emergency Management Director Jon Rosenlund explained the difference and how these would tie together.

Motion by Nickerson, second by Paulick to approve Resolution #2023-28. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2023-29 - Consideration of Request from Duysen Enterprises, LLC dba The Upper Deck, 2110 West 2nd Street for a Class "C" Liquor License and Liquor Manager Designation for Aaron Duysen, 1507 West 1st Street. This item was related to the aforementioned Public Hearing. Staff recommended denied based on the Police Department report.

Motion by Nickerson, second by Stelk to deny Resolution #2023-29. Upon roll call vote, Councilmembers Conley, Lanfear, Nickerson, Stelk, Fitzke, Sheard, Haase, and Guzinski voted aye. Councilmember Paulick abstained. Motion adopted.

#2023-30 - Consideration of Approving Letter of Support for Essential Air Service (EAS) to the Department of Transportation (DOT). Mike Olson, Executive Director of the Central Nebraska Regional Airport gave a presentation regarding Essential Air Service (EAS). On January 18, 2023 the Hall County Airport Authority conducted a public meeting to discuss the bid for Essential Air Service to Grand Island, Nebraska. The Hall County Airport Authority was recommending American Airlines to the Department of Transportation (DOT) for air service for the Central Nebraska Regional Airport under the Essential Air Service Program. Staff recommended approval to accept the recommendation of the Hall County Airport Authority Board submitted by American Airlines and authorize the Mayor to send a letter to the Department of Transportation expressing support of such proposal.

Motion by Lanfear, second by Haase to approve Resolution #2023-30. Upon roll call vote, all voted aye. Motion adopted.

#2023-31 - Consideration of Approving City Council Study Session Schedule for 2023. City Attorney Laura McAloon reported that City Administration recommended the advance scheduling of Study Sessions for the remainder of calendar year 2023 for the 1st and 3rd Tuesday at 7:00pm. Administration was not recommending Study Sessions on July 4 (legal holiday) or during the months of November and December when the Council's regular meetings were scheduled for the 1st and 3rd Tuesday due to the holidays.

Motion by Haase, second by Stelk to approve Resolution #2023-31. Upon roll call vote, all voted aye. Motion adopted.

#2023-32 - Consideration of Approving Police Portable Radio Purchase Proposal. Police Chief Kevin Denney reported that the Police Department had budget authority of \$150,000 under Capital expenditures to replace current portable radios purchased in 2013 and 2014. Reviewed were three alternatives differing in purchase cost, future cost and operational considerations. Staff recommended the Council approve Option 3 for the purchase of 75 APX8000 model 1.5 portable radios, support equipment, and programming for a total cost of \$547,281.00. Finance Director Patrick Brown explained how this purchase would be paid for.

Motion by Sheard, second by Paulick to approve Resolution #2023-32 Option 3. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Fitzke, second by Paulick to approve the payment of claims for the period of January 11, 2023 through January 24, 2023 for a total amount of \$7,181,073.54. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item G-2

Approving Appointment of Ryan Schmitz to the Plumbing Board

Mayor Steele has submitted the appointment of Ryan Schmitz to the Plumbing board. This appointment would become effective immediately upon approval by the City Council and expire on December 31, 2024.

Staff Contact: Mayor Roger Steele



Working Together for a
Better Tomorrow. Today.

DATE: January 11, 2023
TO: Mayor Steele and City Council
FROM: Craig A. Lewis, Building Department Director *CA*
RE: Appointments to the Plumbing Board

The following individual has been contacted and has indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term expiring December 31, 2024.

<u>Term</u>	<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
2 yr. 23-24	Professional Engineer	Ryan Schmitz 315 N Jefferson Grand Island NE 68801	City Utilities/Engineering

The above recommendation is made in compliance with the Grand Island Plumbing Code and are contingent upon approval of the Mayor and the City Council.



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item G-3

Approving Appointment of Megan Goplin to the Regional Planning Commission

Mayor Steele has submitted the appointment of Megan Goplin to the Regional Planning Commission to replace Hector Rubio. This appointment would become effective immediately upon approval by the City Council and expire on October 31, 2025.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item G-4

Approving Re-Appointments of Tony Randone and Robin Hendricksen and Appointment of Megan Goplin to the Interjurisdictional Planning Commission

Mayor Steele has submitted the re-appointments of Tony Randone and Robin Hendricksen to the Interjurisdictional Planning Commission and the appointment of Megan Goplin to replace Hector Rubio. These appointments would become effective immediately upon approval by the City Council and expire on November 30, 2023.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item G-5

#2023-33 - Approving Purchase of Additional Monitors in Council Chambers

Staff Contact: Patrick Brown

Council Agenda Memo

From: Jeremy Watson, Audio/Video Technician

Meeting: February 14, 2023

Subject: Approving Purchase of Additional Monitors in Council Chambers

Presenter(s): Patrick Brown, Finance Director

Background

Grand Island Television, along with the Finance Department, presented needed upgrades to the current media system on September 20, 2022 which include digital signage display implementation, audio system replacement, and video/lighting additions.

GITV's last upgrade occurred in 2016.

Discussion

Per our Cable TV Franchise agreement, the City is required to spend these funds on capital improvements for GITV. The last upgrade was in 2016 and revenues have averaged \$30,000 a year since then. City Council approved upgrades through AVI Systems, a sole source provider, in the amount of \$83,000.00 on November 20, 2022. Staff has identified another improvement it can make in viewing items placed on the two big screens located on the side of council chambers. Staff is recommending the placement of three (3) 43 inch monitors in the recessed lighting box. The cost of monitors, installation, cabling, and programming is \$14,441.29. Staff believes this will benefit Council members in viewing presentations.



Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of monitors for the Council Chambers in the amount of \$14,441.29.

Sample Motion

Move to approve the resolution.

Retail Sales Agreement



AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 1160884
Prepared For: Grand Island, City of
Attn: Accounts Payable

Proposal Date: January 19, 2023
**Grand Island, City of - Council Chamber Ceiling Displays
Addition**

Prepared By: Guy Sauer
Phone: (402)384-4569
Email: guy.sauer@avisystems.com

BILL TO

Attn: Accounts Payable
Grand Island, City of
PO Box 1968
Grand Island, NE, 68802-1968
Phone: (308) 385-5444
Email:
Customer Number: 633

SITE

Attn: Jeremy Watson
City of Grand Island
100 East 1st Street
Grand Island, NE, 68801
Phone: (308)385-5444 x310
Email: jeremyW@grand-island.com

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$3,927.48
Integration	\$10,091.45
PRO Support	\$0.00
Shipping & Handling	\$422.36
Tax	\$0.00
Grand Total	\$14,441.29

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

AVI Systems, Inc.
Company

 Signature

 Printed Name

 Date

 Signature

 Printed Name

 Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The City of Grand Island would like to add three ceiling mounted 43" displays to the council chamber system to allow council members to see content more easily being displayed by presenters.

B. SYSTEM DESCRIPTION: AVI Systems will provide and install three ceiling mounted displays. These displays will be mounted from an existing ceiling pipe that is recessed in the lighting cove just in front of the council chambers desk.

The displays will be mounted and tilted down for viewing from the council chambers desk. A c-clamp will be used to attached pole mount to the existing ceiling pipe.

Source to the displays will be the same source that feeds the existing side displays. A new 1x4 HDMI DA will be installed behind the side display with easiest cable pathway to the three new displays. HDMI extenders will be used cable to the displays.

There is an existing Crestron control system for the council chambers. The city would like the three new displays to be integrated with the existing control system to provide on/off control and input selection. AVI Systems will run new control lines from the control to the ceiling mounted display location. According to drawings the PRO3 controller has two RS232 and a one-way serial control port available.

City will provide power at display locations.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor

- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down

- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Grand Island Display Addition					
TH-43CQE1W	PANASONIC	43IN 4K UHD 400CD/M2 16/7 MNTR	3	\$769.89	\$2,309.67
MCM1U	CHIEF	SINGLE CEILING MOUNT MEDIUM BLACK	3	\$259.02	\$777.06
CPA380	CHIEF	TRUSS CEILING ADAPTER CPA	3	\$110.49	\$331.47
CPA261	CHIEF	ADAPTER CPA TO FEMALE NPT	3	\$46.83	\$140.49
CMS018024	CHIEF	ADJ PIPE 18" TO 24"	3	\$122.93	\$368.79
		Engineering & Drawings			\$799.00
		Project Management			\$765.00
		Programming			\$748.00
		On Site Integration			\$3,944.00
		Travel			\$1,530.00
		Integration Cables & Connectors			\$1,299.57
		Travel Expense			\$1,005.88
Sub-Total: Grand Island Display Addition					\$14,018.93
Total:					\$14,018.93

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

RESOLUTION 2023-33

WHEREAS, the current GITV media system is upgrading its custom hardware and software broadcast system; and

WHEREAS, the last upgrade was in 2016 and cable franchise fee revenues have averaged \$30,000 a year since then; and

WHEREAS, per our Cable TV Franchise agreement, the City is required to spend these funds on capital improvements for GITV; and

WHEREAS, GITV is seeking approval to purchase additional monitors for council chamber in the total amount of \$14,441.29; and

WHEREAS, by Resolution 2022-335 adopted on November 20, 2022, the City Council designated AVI Systems as the sole source provider of hardware and software for the GITV media system until November 20, 2032.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of monitors, in the total amount of \$14,441.29 from AVI Systems of Omaha, Nebraska is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and designees are hereby authorized to take all actions necessary to effect the purposes of this resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2023	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item G-6

#2023-34 - Approving Amendment No. 3 to Engineering Consulting Agreement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: February 14, 2023

Subject: Approving Amendment No. 3 to Engineering Consulting Agreement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6

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

Background

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

On March 12, 2019, via Resolution No. 2019-86, City Council approved an Engineering Services Agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$96,524.00 for the conceptual design and cost estimate of North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6.

On November 12, 2019, via Resolution No. 2019-336, City Council approved Amendment No. 1 to the original agreement with Alfred Benesch & Company in the amount of \$133,772.00 to include final engineering design for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6.

On June 8, 2021, via Resolution No. 2021-133, City Council approved Amendment No. 2 to the original agreement with Alfred Benesch & Company in the amount of \$376,401.00 to include the bidding phase and construction observation service for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6.

Discussion

During construction of North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 a conflict with water and storm sewer was discovered. An amendment to the original agreement with Alfred Benesch & Company is requested, in the amount of \$15,000.00, resulting in a revised agreement amount of \$621,697.00, for addition design work to rectify such conflict.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 3 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$15,000.00 and authorize the execution of said amendment.

Sample Motion

Move to adopt the Resolution approving Amendment No. 3 with Alfred Benesch & Company in the amount of \$15,000.00 and authorizing the Mayor to execute such amendment.

RESOLUTION 2023-34

WHEREAS, on March 12, 2019, via Resolution No. 2019-86 the Grand Island City Council approved entering into an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$96,524.00 for North Road- Old Potash Highway to 13th Street; Project No. 2019-P-6; and

WHEREAS, on November 12, 2019, via Resolution No 2019-336, City Council approved Amendment No. 1 to the original agreement with Alfred Benesch & Company in the amount of \$133,772.00 to include final engineering design; and

WHEREAS, on June 8, 2021, via Resolution No. 2021-133, City Council approved Amendment No. 2 to the original agreement with Alfred Benesch & Company in the amount of \$376,401.00 to include final engineering design; and

WHEREAS, the original agreement is now being amended to include additional design work to address a water/storm sewer conflict; and

WHEREAS, such amendment is in the amount of \$15,000.00, for a revised agreement amount of \$621,697.00; and

WHEREAS, Amendment No. 3 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3 with Alfred Benesch & Company of Lincoln, Nebraska for final engineering design services related to North Road- Old Potash Highway to 13th Street is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2023	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item G-7

**#2023-35 - Approving Authorization for Emergency Sanitary
Sewer Repair at 1520 N Ruby Avenue**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

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

Meeting: February 14, 2023

Subject: Approving Authorization for Emergency Sanitary Sewer Repair at 1520 N Ruby Avenue

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

Background

Emergency sanitary sewer repairs were needed for an imminent collapse of sanitary sewer behind 1520 N Ruby Avenue.

The damaged main was found on January 4, 2023 by Insituform Technologies USA, LLC as part of the 2022 Sanitary Sewer Rehabilitation Project No. 2022-S-1. Prior to pipe lining, a final TV inspection was performed. During this inspection, it was determined that the pipe lining operation could not be performed as the pipe had derogated to the point in which total pipe collapse was near. The lining project was awarded on July 26, 2022, via Resolution No. 2022-192, in the amount of \$689,558.30. The City uses a rating system of 0 (close to failure) to 100 (excellent), with this main rating at 23.45. The repair was necessary to avoid failure and line the main. Once the spot repair and pipe lining (CIPP) was complete, the resulting pipe rating was 100.

On January 4, 2023 three (3) contractors were contacted to provide a quote to make the necessary repairs to the City sanitary sewer main.

Discussion

The Diamond Engineering Company of Grand Island, Nebraska provided a quote of \$31,203.00, with O'Hara Plumbing of Grand Island, Nebraska and Van Kirk Bros. of Sutton, Nebraska declining the work. The Diamond Engineering Company was issued Purchase Order No. 38034 on January 6, 2023 to perform the necessary repairs to the City sanitary sewer main.

Repairs were completed on January 7, 2023 and are to be paid at actual costs, which total \$31,203.00.

Since the total is over \$30,000.00 council approval is necessary. Permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves usage of the City's Emergency Procurement Procedures and passes a resolution authorizing payment to The Diamond Engineering Company of Grand Island, Nebraska in the total amount of \$31,203.00 for the necessary sanitary sewer repairs behind 1520 N Ruby Street.

Sample Motion

Motion to approve the resolution.

RESOLUTION 2023-35

WHEREAS, the Wastewater Division of the Public Works Department needed to perform emergency sanitary sewer repairs behind 1520 N Ruby Avenue; and

WHEREAS, permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska was hired to do said repairs, in the total amount of \$31,203.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repairs performed by The Diamond Engineering Company of Grand Island, Nebraska behind 1520 N Ruby Avenue, in the total amount of \$31,203.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 10, 2023	▣ City Attorney



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item I-1

#2023-36 - Consideration of Approving Appointment of Laura McAloon as Interim City Administrator

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Roger G. Steele, Mayor

Meeting: February 14, 2023

Subject: Appointment of Interim City Administrator

Presenter(s): Roger G. Steele, Mayor

Background

At the request of the City Council on December 6, 2022, the City has initiated a national search to fill the City Administrator position left vacant upon the retirement of Jerry Janulewicz. On January 10, 2023, the City Council awarded a contract to Government Professional Solutions (“GPS”) of Monument, CO to recruit applicants for both the City Administrator and Public Works Director/City Engineer positions. At that meeting, Human Resources Director Aaron Schmid advised City Council the recruitment process will take 12 to 15 weeks, plus an additional 2 to 3 weeks for contract negotiations, appointment and confirmation.

Discussion

In light of the length of time that is required for GPS to perform the City Administrator recruitment and hiring process, I am recommending the appointment of Laura McAloon as Interim City Administrator. If confirmed, Ms. McAloon would continue to perform her duties as City Attorney as authorized by City Code. Assistant City Attorney Stacy Nonhof will be available to attend City Council meetings as needed if Ms. McAloon is confirmed as Interim City Administrator.

Upon confirmation of appointment and pursuant to the City’s Personnel Rules and Regulations, Ms. McAloon would be temporarily compensated at Step 1 of the City Administrator salary table while working out of class as Interim City Administrator and continuing in her role as City Attorney.

Alternatives

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

1. Move to approve resolution

2. Postpone the issue to future date
3. Take no action on the issue, thereby declining to confirm the appointment

Recommendation

City Administration recommends the appointment of Laura McAloon as Interim City Administrator until the new City Administrator begins employment with the City, and that she serve as Interim City Administrator concurrently with her position as City Attorney.

Sample Motion

Move to approve the resolution confirming the Mayor's appointment of Laura McAloon as Interim City Administrator, to serve concurrent with her position as City Attorney.

RESOLUTION 2023-36

WHEREAS, under Grand Island City Code, §2-30, the office of City Administrator for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, in order to ensure the continued efficient delivery of City services, the Mayor has recommended the appointment of Laura McAloon as Interim City Administrator effective upon confirmation and until such time as a new City Administrator is confirmed by the City Council; and

WHEREAS, Ms. McAloon is willing to perform the duties of Interim City Administrator during the City's recruitment and hiring process while continuing to serve as City Attorney; and

WHEREAS, pursuant to the City's Personnel Rules and Regulations for the compensation of employees temporarily working out of class, Ms. McAloon's monthly salary as Interim City Administrator and City Attorney will be Step 1 of the City Administrator salary table at \$15,015.87, an increase of \$1010.54 over her current monthly salary as City Attorney.

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

Laura McAloon is hereby duly appointed Interim City Administrator in and for the City of Grand Island until such time as the appointment of a new City Administrator is confirmed by the City Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2023	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2023

Council Session

Item J-1

Approving Payment of Claims for the Period of January 25, 2023 through February 14, 2023

The Claims for the period of January 25, 2023 through February 14, 2023 for a total amount of \$6,356,473.20. A MOTION is in order.

Staff Contact: Patrick Brown