
City of Grand Island



Tuesday, February 28, 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 Jeremy Reagen, Solid Rock Baptist Church, 3221 West 13th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item C-1

Recognition of Grand Island Senior High Boys Bowling Team for Class "A" State Championship

The Mayor and City Council will recognize the Grand Island Senior High Boys Bowling team and coaches for their Class "A" State Championship 2023 win. Also, special recognition will be given to Kaden Kuusela for his State Singles Championship. Congratulations to the Islanders for an outstanding season.

Team members: Kaden Kuusela, Jett Hennings, Brayden Lee, Austin Sinsel, Cody Cadwalader, Broc Cramer, and Ramsey Rathjen. Coaches Paul Lee and Brad Earnest.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item C-2

Presentation by Central Community College for Infrastructure Funding

Staff Contact: Laura McAloon

Council Agenda Memo

From: Laura D. McAloon, Interim City Administrator/City Attorney

Meeting: February 28, 2023

Subject: Presentation by Central Community College

Presenter(s): Dr. Matt Gotschall, College President

Background

On September 20, 2022, Central Community College (CCC) presented its preliminary plan for improvements at the Grand Island campus and indicated interest in partnering with the City on the cost to install certain infrastructure improvements.

Discussion

The Administration has asked Dr. Gotschall to present a more detailed cost estimate and request for infrastructure funding. Tonight's presentation will provide that detailed information and a letter from Dr. Gotschall is included in your agenda packet. The requested amount is \$500,000 plus a potential for an additional \$50,000 contribution to the Grand Island campus.

Alternatives

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

1. Provide direction to staff on the preparation of a future action item regarding the request.
2. Take no action.



Central Community College maximizes student and community success

February 20, 2023

Dear Grand Island City Council,

Central Community College values the longstanding support and synergy created between the private and public entities in Grand Island and throughout central Nebraska. Throughout 50 years of growth, including a comprehensive campus and college administrative offices in Grand Island, we continue to plan for the future growth of the CCC-Grand Island campus to meet workforce needs and quality of life opportunities of our community residents. To that end, in March 2022, our 11-member elected Board of Governors approved a five-year comprehensive facilities plan with the goal of investing over \$17,000,000 into programming, facilities and infrastructure in Grand Island.

Specific needs in Grand Island included updating instructional facilities for expanding instruction in information technology and cybersecurity, business, accounting, criminal justice, and welding. Additionally, the need for on-campus student housing is being explored for 50-100 residents. The draft plan was shared with the Grand Island City Council on September 20, 2022, with the desire to partner with the city on necessary infrastructure improvements (roads, water, sewer, etc.) to expand the facilities and future growth to the north side of the existing campus.

CCC worked closely with city representatives and Olsson on infrastructure specifications, bid sheets, plotting maps and last week our Board approved a \$808,396.07 best and lowest bid from Elsbury Construction LLC, Grand Island for substantial completion by August 1, 2023. Specifics of the bid sheets are available to the city. Per Olsson, Team Leader/Civil Engineer Matt Rief, the public improvements that can qualify for the City's ARPA federal funds would include paving, water main, sanitary sewer, and the possibility of additional earthwork, seeding and erosion control. The amount that could be covered totals over \$650,000 of the accepted bid.

Specifically, public improvements covered by the City could be the following sections from the Elsbury bid:

A - Paving	\$282,992.73
B - Water Main	\$206,710.24
C - Sanitary Sewer	\$115,171.33
Total	\$604,874.30

Portion of Earthwork, Seeding and Erosion Control items for site improvement: \$50,000

Realizing that any College funds not needed for the above infrastructure would be applied toward the remaining \$17 million in planned improvements in Grand Island, we request the City approve **\$500,000** of your federal ARPA allocation toward this investment in necessary infrastructure to assist in the future expansion of the CCC-Grand Island programs and facilities. Timelines of payments are negotiable but are expected prior to final construction payment in November 2023.

Sincerely,

Matt Gotschall
College President

**College
Administration**
3134 W Highway 34
PO Box 4903
Grand Island, NE 68802
(308) 398-4222

Columbus
4500 63rd St.
PO Box 1027
Columbus, NE 68602
(402) 564-7132

Grand Island
3134 W Highway 34
PO Box 4903
Grand Island, NE 68802
(308) 398-4222

Hastings
550 S Technical Blvd
PO Box 1024
Hastings, NE 68902
(402) 463-9811

Holdrege
1308 2nd St.
PO Box 856
Holdrege, NE 68949
(308) 995-8133

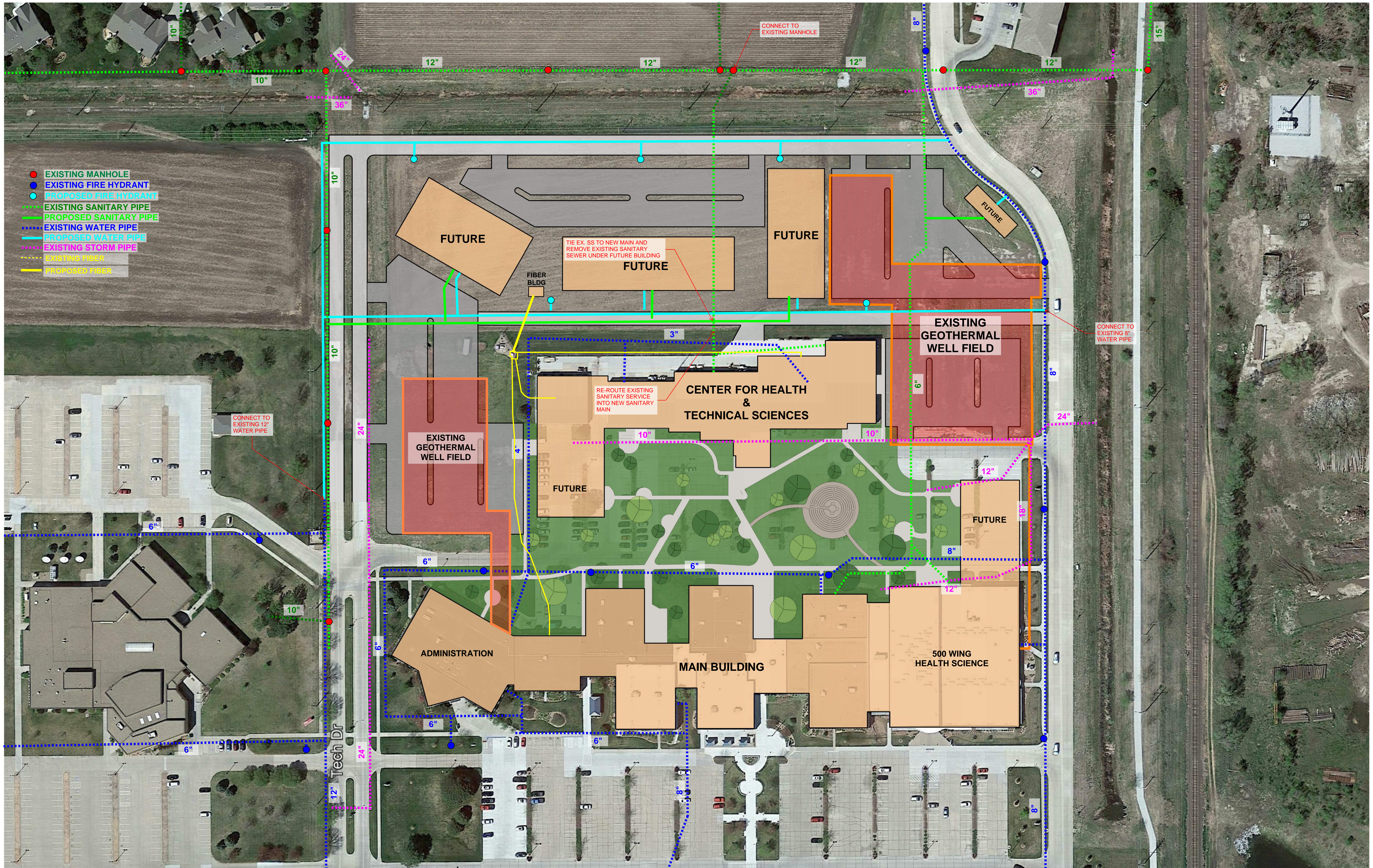
Kearney
1215 30th Ave.
PO Box 310
Kearney, NE 68848
(308) 338-4000

Lexington
1501 Plum Creek Pkwy.
PO Box 827
Lexington, NE 68850
(308) 324-8480

Ord
1514 K St.
Ord, NE 68862
(308) 728-3299

Central Community College is an affirmative action/equal opportunity institution.

Toll-free, all locations: 1-877-222-0780 • www.cccneb.edu





City of Grand Island

Tuesday, February 28, 2023

Council Session

Item E-1

**Public Hearing on Request from Simple Kitchen, LLC dba
Chocolate Bar, 116 West 3rd Street for a Class "CK" Liquor
License**

Council action will take place under Consent Agenda item G-2.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: February 28, 2023

Subject: Public Hearing on Request from Simple Kitchen, LLC
dba Chocolate Bar, 116 West 3rd Street for a Class “CK”
Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Simple Kitchen, LLC dba Chocolate Bar, 116 West 3rd Street has submitted an application for a Class “CK” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city. A Class “K” Liquor License allows for catering one day events.

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

Also submitted was a request for Liquor Manager Designation for Angela Dowd, 2140 2nd Avenue, Boelus, Nebraska. Ms. Dowd has not completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Angela Dowd, 2140 2nd Avenue, Boelus, Nebraska contingent upon completing a state approved alcohol server/seller program.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Simple Kitchen, LLC dba Chocolate Bar, 116 West 3rd Street for a Class "CK" Liquor License contingent upon final inspections and Liquor Manager Designation for Angela Dowd, 2140 2nd Avenue, Boelus, Nebraska contingent upon completing a state approved alcohol server/seller program.



Grand Island Police Department

Officer Report for Incident L23021263

Nature: Liquor Lic Inv

Address: 116 3RD ST W; THE CHOCOLATE
BAR

Location: PAOS

Grand Island NE 68801

Offense Codes:

Received By: Dvorak T

How Received: T

Agency: GIPD

Responding Officers: Dvorak T

Responsible Officer: Dvorak T

Disposition: CLO 02/20/23

When Reported: 15:28:17 02/17/23

Occurred Between: 15:28:17 02/17/23 and 15:28:17 02/17/23

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

Offense Codes

Reported:

Observed:

Circumstances

LT21 LT21 Restaurant

Responding Officers:

Unit :

Dvorak T

309

Responsible Officer: Dvorak T

Agency: GIPD

Received By: Dvorak T

Last Radio Log: **:*.**:** **/**/**

How Received: T Telephone

Clearance: CL CL Case Closed

When Reported: 15:28:17 02/17/23

Disposition: CLO **Date:** 02/20/23

Judicial Status:

Occurred between: 15:28:17 02/17/23

Misc Entry:

and: 15:28:17 02/17/23

Modus Operandi:

Description :

Method :

Involvements

Date

Type

Description

02/20/23

02/17/23	Name	Dowd, Angela M	owner/manager
02/17/23	Name	Croot, Mark W	spouse
02/17/23	Name	The Chocolate Bar,	location

02/20/23

Narrative

309

Liquor License Investigation

Angela Dowd recently purchased The Chocolate Bar. A new LLC, which is wholly owned by Dowd, was formed to operate the business. Simple Kitchen LLC has applied for a Class C; beer, wine and distilled spirits on and off sale, with a Class K endorsement; catering, new liquor license at The Chocolate Bar.

Responsible LEO:

Approved by:

Date

02/20/23

Supplement

309

Chocolate Bar

Grand Island Police Department
Supplemental Report

Date, Time: 2-17-23

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Angela Dowd, through her limited liability corporation Simple Kitchen LLC, has purchased the existing business The Chocolate Bar. Dowd has applied for a new Class C Liquor License; beer wine and distilled spirits on and off sale; with a Class K licensing endorsement for her catering business.

I noted that Dowd has recently held a Nebraska Liquor License, which was granted when she owned and operating Dreisbach's Catering on N Webb. Lieutenant Vitera performed that background check, which found no limiting information, in June 2012. For this background check, I did not go back past that date. Angela Dowd lists her husband as Mark Croot. It appears that Croot has no ownership of the LLC or business, but he did not complete a Spousal Affidavit of non involvement.

I checked local Spillman files, State NCJIS files, and a paid law enforcement only database. Both Dowd and Croot list an address in Boelus, and indicate they have resided in the Grand Island area since 2013.

I first noted that neither Dowd nor Croot have active warrants for their arrest. In local files, I found no entries of concern for either. In State files, I found that Dowd was arrested for a DUI in 2013. This conviction was disclosed on the application, as were other minor traffic violations. I found nothing else of interest in Dowd or Croot's Nebraska background files.

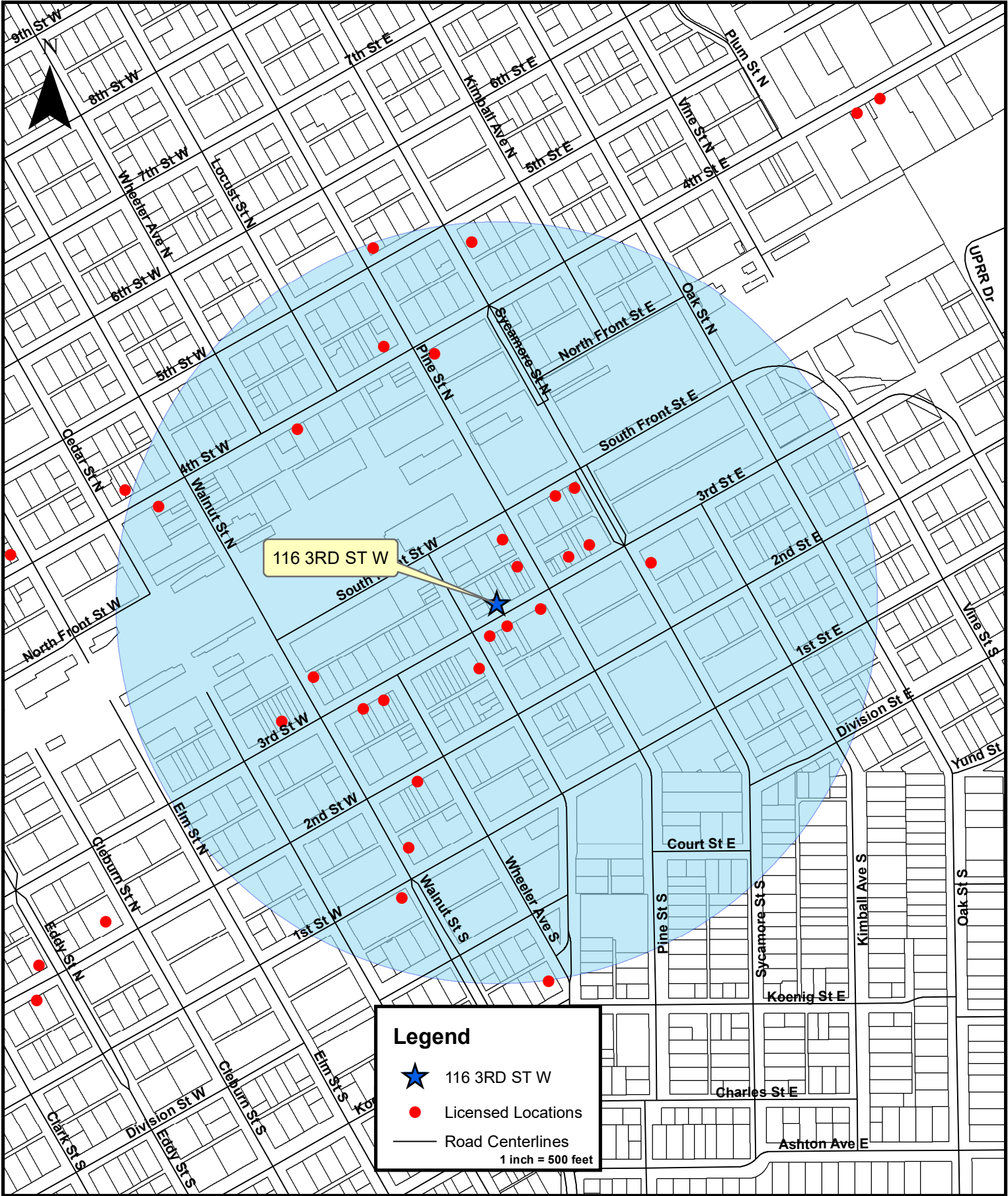
The law enforcement only website generally covers matter of a civil nature, such as bankruptcies liens and civil judgement. Dowd filed for bankruptcy in 2014, but shows that it was taken care of, and discharged, in the same year. I found no other questionable entries for either subject, and no information that would prevent Dowd or Croot from obtaining a liquor license.

NSP Investigator Suchsland and I met with Angela, at The Chocolate Bar, on 2-17-23. Dowd said she plans to continue the concept of the business much as it has been run since open, with alcohol being an additional option for her customers, and not the primary business model. She said there is already some surveillance cameras in the building, and she plans to install more outside in the front al fresco area. Angela and I discussed cooperation with GIPD, and concerns with various violations that are sometimes observed.

I found nothing in my background checks that would prevent Simple Kitchen LLC from obtaining a Class C, with Class K endorsement, for Angela Dowd as the new owner/manager of The Chocolate Bar.

02/20/23

Liquor License Application:
Class “CK”: Chocolate Bar





City of Grand Island

Tuesday, February 28, 2023

Council Session

Item E-2

**Public Hearing on Request from Wish Nebraska, Inc. for a
Conditional Use Permit to allow for an 88' Monopole located at
1515 East 4th Street**

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: February 28, 2023

Subject: Request of Wish Nebraska Inc. for Approval of a
Condition Use Permit to Construct a Telecommunication
Tower at 1515 E. 4th Street

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of an 80 foot monopole telecommunication tower with an 8' lighting rod attached to the top for a total height of 88' at 1515 E. 4th Street.

The property is currently zoned M-2 Heavy Manufacturing, the Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted, with the exception of;

1). the engineering of the tower and foundation design. It appears reasonable to delay the submittal of this item until after the City Council has approved the location. At the time of a request for a building permit then the engineering for the construction needs to be submitted before a building permit would be issued.

There are no other towers located within the one mile radius of the proposed site and no attempt to collocate is required.

This location is within an identified Airport Approach Zone as such the applicant has submitted a ****Determination Of No Hazard To Air Navigation**** letter from the Federal Aviation Administration.

The location of this proposal does not appear to create any negative impact on the neighboring properties.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the conditional use to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this 88 foot telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
 Planning, Public Works

1. The specific use/construction requested is: Erect an 88' Monopole
2. The owner(s) of the described property is/are: WISH NEBRASKA INC
3. The legal description of the property is: CONCEPT FOURTH SUB LT 2
4. The address of the property is: 1515 E 4TH ST E Grand Island
5. The zoning classification of the property is: M2 Heaving Manufacturing
6. Existing improvements on the property is: Parcel contains large factory
7. The duration of the proposed use is: 25 Years or current lease
8. Plans for construction of permanent facility is: Attached
9. The character of the immediate neighborhood is: the surrounding area contains manufacturing type uses
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Grand Island City Ordinance requires approval of use via Conditional Use Permit

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

2/9/2023

Date

Wish Nebraska Inc

Owners(s)

515-299-0736

Phone Number

PO Box 187

Address

Ulysses

City

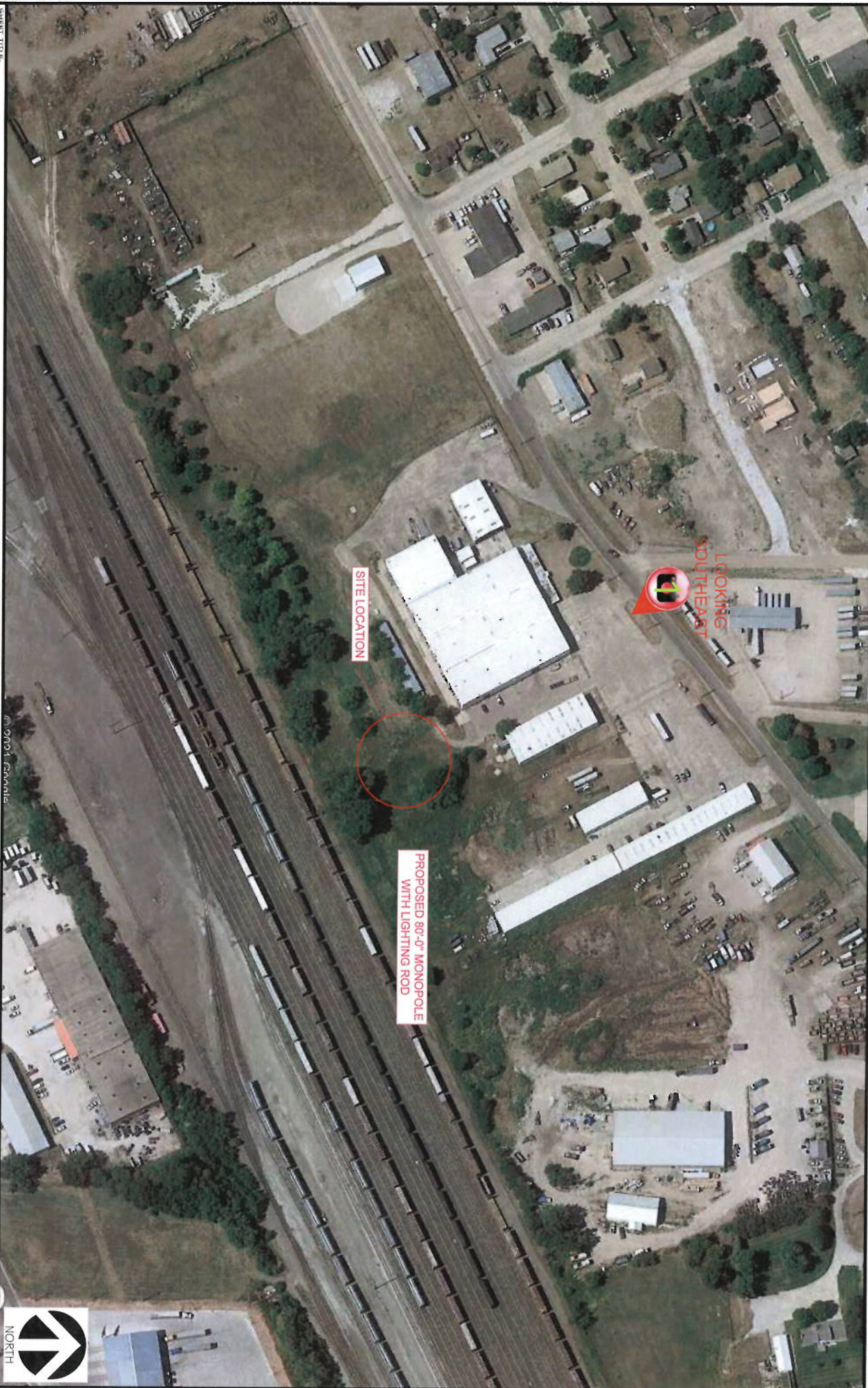
Nebraska

State

68669

Zip

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



SHEET TITLE:
PHOTO RENDERING/SIMULATION LOCATION MAP

PROJECT TITLE:
NEO7 GRAND ISLAND EAST NEW BUILD

PROJECT NUMBER:
52092

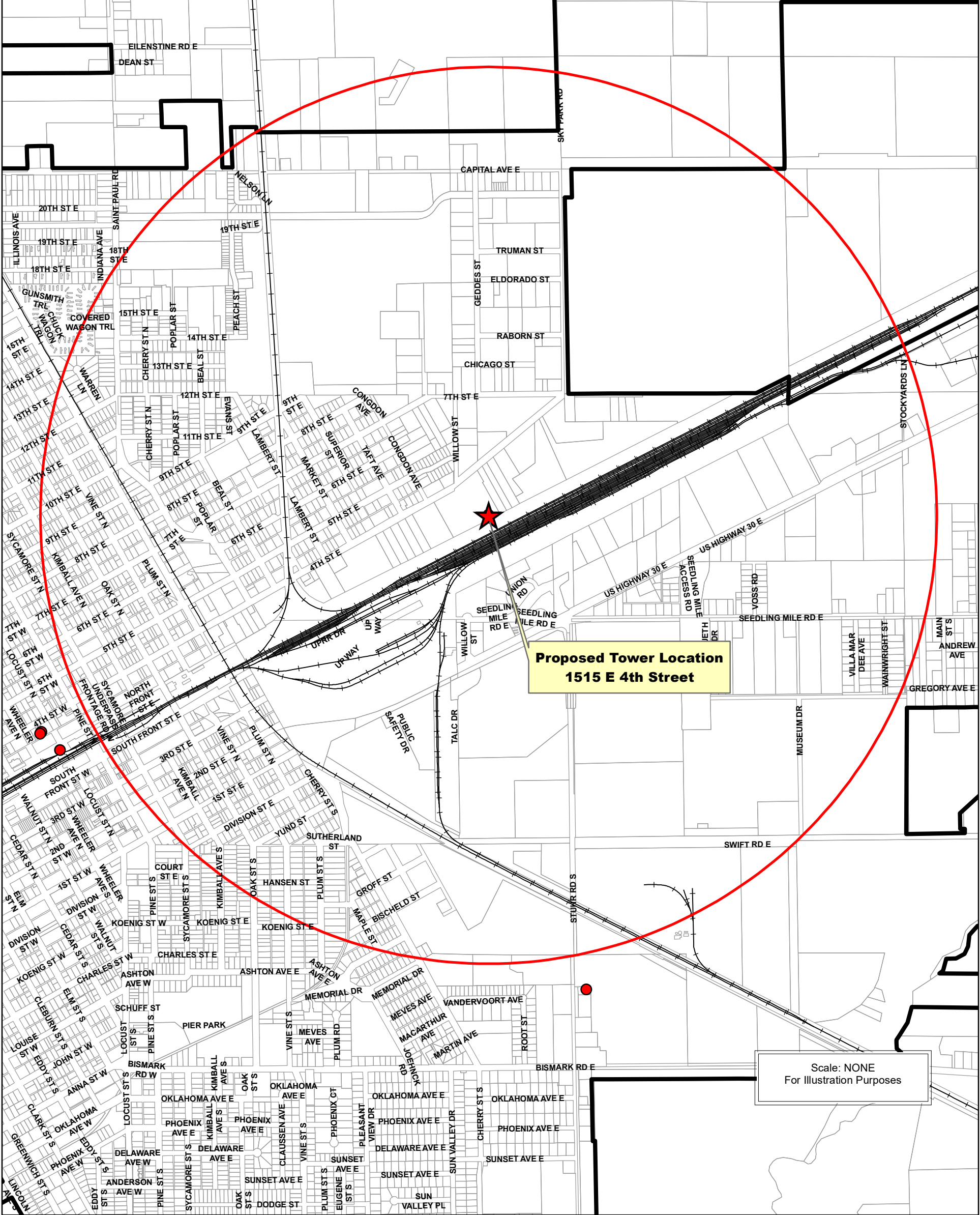
PROJECT LOCATION:
EAST 4TH ST. AND WILLOW ST. GRAND ISLAND, NE 68601 HALL COUNTY

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438


RAMAKER
employee owned
(608) 643-4100 www.ramaker.com

Proposed Tower Location Map

1515 E 4th Street



Proposed Tower Location
1515 E 4th Street

Scale: NONE
For Illustration Purposes

Legend

- ★ Proposed Tower
- 1 Mile
- Permitted Towers
- City Limits



1 inch = 1,150 feet



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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item E-3

Public Hearing on Acquisition of Public Right-of-Way for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Sagewood Phase II, LLC- 1921 Sagewood Avenue)

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

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: February 28, 2023

Subject: Public Hearing on Acquisition of Public Right-of-Way for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Sagewood Phase II, LLC- 1921 Sagewood Avenue)

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

Background

The Claude Road; Faidley Avenue to State Street project is for the addition and improvement of several roadways in the City of Grand Island. It is anticipated that these projects will occur over several years at a pace dictated by budgets, development growth and need. A Claude Road extension from just north of Faidley Avenue to State Street is the major focus of this project. It is desired to build this roadway and several connections to Diers Avenue guided by an existing City of Grand Island concept plan. This project will allow for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. The Diers Avenue improvements would be the second component to this project. Also associated with this project is the potential for improvements to the Highway 281 and 30 corridors adjacent to the other project areas. These improvements would focus on creating north and southbound left-turn lane offsets as well as right turn lanes to exit from the highway. This portion of the project could involve potential application of NDOT safety funds and would involve coordination with NDOT throughout the project.

The Public Works Department is proposing a concrete curb and gutter roadway section along with sidewalk, traffic control, drainage and all other associated improvements needed to complete the project.

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

Discussion

Public right-of-way is needed to accommodate the new Claude Road section from the proposed 18th Street, which is scheduled to be built this coming spring, to State Street. The property owner has signed the necessary documents to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Sagewood Phase II, LLC	<p>A TRACT OF LAND CONSISTING OF PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°36'02"E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 693.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N89°58'32"W A DISTANCE OF 45.56 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE N00°35'44"W A DISTANCE OF 122.23 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 1303.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 270.30 FEET AND A CHORD BEARING N06°32'19"W FOR A DISTANCE OF 269.82 FEET; THENCE N12°28'53"W A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 653.50 FEET; A DELTA ANGLE OF 5°56'24", AN ARC LENGTH OF 67.75 FEET AND A CHORD BEARING N15°27'05"W FOR A DISTANCE OF 67.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 209.32 FEET, A DELTA ANGLE OF 8°07'32", AN ARC LENGTH OF 29.68 FEET AND A CHORD BEARING N14°21'32"W FOR A DISTANCE OF 29.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S89°59'50"E A DISTANCE OF 137.17 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 52,627 SQUARE FEET MORE OR LESS.</p>	\$140,000.00

Total= \$140,000.00

Alternatives

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

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

Recommendation

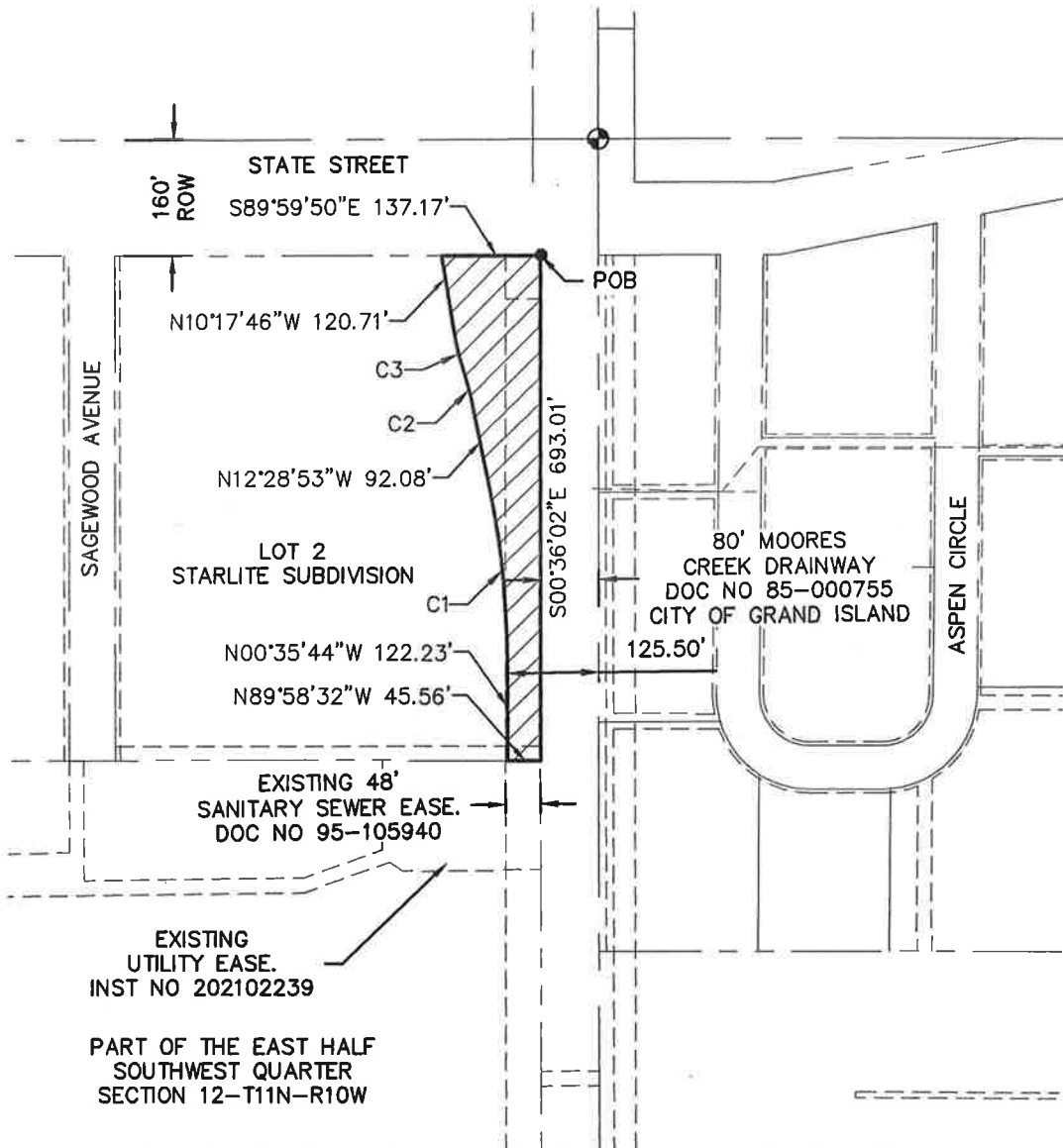
City Administration recommends that the Council conduct a Public Hearing and approve acquisitions of the public right-of-way from the affected property owner, in the total amount of \$140,000.00.

Sample Motion

Move to approve the acquisitions.

RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
DIERS AVENUE / CLAUDE ROAD PAVING IMPROVEMENTS



CURVE TABLE

ID	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1303.00'	11°53'09"	270.30'	N06°32'19"W	269.82'
C2	653.50'	5°56'24"	67.75'	N15°27'05"W	67.72'
C3	209.32'	8°07'32"	29.68'	N14°21'32"W	29.66'

LEGEND

- SET CORNER (PROPERTY CORNER)
- FOUND CORNER (AS NOTED)
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- RIGHT OF WAY BOUNDARY LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE



olsson

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

EXHIBIT

4

RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
DIERS AVENUE / CLAUDE ROAD PAVING IMPROVEMENTS

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°36'02"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 693.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N89°58'32"W A DISTANCE OF 45.56 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE N00°35'44"W A DISTANCE OF 122.23 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 1303.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 270.30 FEET AND A CHORD BEARING N06°32'19"W FOR A DISTANCE OF 269.82 FEET; THENCE N12°28'53"W A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 653.50 FEET, A DELTA ANGLE OF 5°56'24", AN ARC LENGTH OF 67.75 FEET AND A CHORD BEARING N15°27'05"W FOR A DISTANCE OF 67.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 209.32 FEET, A DELTA ANGLE OF 8°07'32", AN ARC LENGTH OF 29.68 FEET AND A CHORD BEARING N14°21'32"W FOR A DISTANCE OF 29.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S89°59'50"E A DISTANCE OF 137.17 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 52,627 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____ UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING SURVEY RECORD THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND OR PLACED AT ALL PROPERTY CORNERS; THAT THE DIMENSIONS OF THE TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST
NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

WG: F:\2021\07001-07500\021-07494\40-Design\Exhibits\ROW & Easement\Exhibits\ROW_NORTH ROW_021-07494.dwg
ATE: Jul 01, 2022 11:49am
XREFS: V_XTOPO_LDP_02107494 V_XRWAY_LDP_02107494
USER: zloomis

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
		1



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item F-1

**#9917 - Consideration of Amending Grand Island City Code
Section 31-25.1 Relative to Development Signs**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: February 28, 2023

Subject: Amending Chapter 31 of the Grand Island City Code to Modify Regulations regarding Development Signs section 31-25.1

Presenter(s): Craig Lewis, Building Department Director

Background

The Grand Island City Code Chapter 31 regulates the installation of signage, specifically Section 31-25.1 addresses development signage on subdivisions of twenty acres or more that front on at least one side on a street classified as a major arterial or higher.

These regulations were implemented in 2005 at the request of a developer to help identify tenants in larger subdivisions who did not have frontage on the major adjacent streets.

Discussion

The proposed ordinance will increase the square footage of development sign from 200 square feet to 450 square feet.

This increase appears reasonable as the location of the sign adjacent to an arterial street would need the increase in size to provide visibility, legibility, readability and reaction distance.

The total amount of ground signage for each individual lot or tract of land will not change or be increased this just allows the development sign to increase in size and readability.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to revise Chapter 31.

Sample Motion

Move to approve Ordinance #9917 to amend Chapter 31 of the Grand Island City Code.

ORDINANCE NO. 9917

An ordinance to amend Chapter 31 of the Grand Island City Code; to amend Section 31-25.1 pertaining to Development Signs. 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 31-25.1 of the Grand Island City Code are hereby amended to read as follows;

§31-25.1. Development Signs

Development signs shall be allowed under the following conditions:

(A) Only allowed on subdivisions of twenty (20) acres or more that front on at least one side on a street classified as a major arterial or higher.

(B) Limited to one per street frontage of the development.

(C) Limited to thirty (30) feet in height or the height specified in the zoning classification, whichever is the most restrictive.

(D) Limited to no more than **four hundred and fifty (450)** square feet in area. Double faced signs shall be calculated on the largest side only.

(E) Development signs shall be separated a minimum of fifty (50) feet from all other signs, and shall be at least five (5) feet from all property lines.

(F) A minimum of ten percent (10%) of the sign face shall identify the development with the remaining square footage advertising tenants within the development and within five hundred (500) feet of the sign.

(G) Development signs as defined in this chapter shall not be classified as billboards or off-premise signs for the purpose of spacing of off-premise signage on other properties, provided they meet the provisions specified.

(H) No signs defined as billboards shall be allowed within the subdivision if the provision of development signs is utilized.

Enacted: February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 24, 2023	▣ City Attorney



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item F-2

#9918 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: February 28, 2023

Subject: Consideration of Approving Salary Ordinance No. 9918

Presenter(s): Aaron Schmid, Human Resources Director

Background

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

Discussion

The Public Works Director/City Engineer position has been vacant since May 31, 2022. Assistant Public Works Director, Keith Kurz, is currently serving as the interim Public Works Director/City Engineer.

On June 28, 2022 Council approved an increase to the salary range of the Public Works Director/City Engineer position from \$50.6938 - \$76.5018 to \$62.8300 - \$90.9700 hourly or \$105,443.10 - \$159,123.74 to \$130,686.4 - \$189,217.60 annually. The increase in salary range did not result in identifying a candidate for hire.

On January 10, 2023 Council approved Government Professional Services (GPS) as a search firm to fill the Public Works Director/City Engineer position. After review of the position requirements and salary range, it was recommended to increase the salary range. Administration is recommending an increase of the salary range to \$84.1346 - \$108.1731 hourly or \$175,000.00 - \$225,000.00 annually. The proposed increase would seek to attract candidates who meet the knowledge, skills and abilities of the position.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve proposed Salary Ordinance No. 9918.

Sample Motion

Move to approve Salary Ordinance No. 9918.

ORDINANCE NO. 9918

An ordinance to amend Ordinance 9903 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to add the non-union position and salary range for Evidence Technician Part Time; to move the non-union positions of Library Assistant I Full Time and Library Assistant II Full Time to the AFSCME labor agreement;~~ to amend the salary ranges for the non-union positions of Public Works Director; Maintenance Worker Cemetery PT, Library Assistant I Part Time and Library Assistant II Part Time; ~~to amend the salary ranges, shift differential and longevity pay for those employees covered under the AFSCME labor agreement; and to amend the uniform allowance for the non-union positions of Police Chief and Police Captain;~~ and to repeal those portions of Ordinance No. 9903 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	29.9400/43.5700	Exempt
Accounting Technician – Solid Waste	22.5000/29.3600	40 hrs/week

Approved as to Form ☐ _____
February 22, 2023 ☐ City Attorney

ORDINANCE NO. 9918 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant –Building – Part Time	20.4435/29.3215	40 hrs/week
Administrative Coordinator – Public Works	24.1100/39.3800	40 hrs/week
Airport Police Officer – Part Time	30.0000	40 hrs/week
Assistant Finance Director	39.5700/57.4600	Exempt
Assistant Public Works Director/Engineering	53.0600/78.9100	Exempt
Assistant Public Works Director of Wastewater	53.0600/78.9100	Exempt
Assistant Utilities Director – Engineering/Business Operations	71.5000/97.7600	Exempt
Assistant Utilities Director – Production	71.5000/97.7600	Exempt
Assistant Utilities Director – Transmission	71.5000/97.7600	Exempt
Attorney	45.2400/64.5100	Exempt
Building Department Director	52.0500/71.8700	Exempt
Cemetery Superintendent	29.1300/43.1100	Exempt
City Administrator	86.6300/112.9200	Exempt
City Attorney	60.7500/80.8000	Exempt
City Clerk	38.4400/53.4400	Exempt
Civil Engineer I – PW/Eng., PW/WWTP	31.5300/44.0800	Exempt
Civil Engineer I – Utilities	34.3500/48.7800	Exempt
Civil Engineer II – PW/Eng., PW/WWTP	38.6300/54.8200	Exempt
Civil Engineer II – Utilities	40.9600/59.3500	Exempt
Collection System Supervisor	30.7500/41.3300	40 hrs/week
Community Development Administrator	30.8400/42.5500	40 hrs/week
Community Service Officer – Part time	19.7531/25.8858	40 hrs/week
Custodian –Police Part Time	16.6900/23.7300	40 hrs/week
Customer Service Representative	19.8700/26.3600	40 hrs/week
Customer Service Team Leader	23.3300/34.7400	Exempt
Deputy City Clerk	30.7500/42.7500	40 hrs/week
Electric Distribution Superintendent	47.1700/63.1800	Exempt
Electric Distribution Supervisor	43.5000/58.2500	40 hrs/week
Electric Underground Superintendent	47.1700/63.1800	Exempt
Electrical Engineer I	33.7300/50.0000	Exempt
Electrical Engineer II	41.0600/58.0800	Exempt
Emergency Management Deputy Director	32.8500/48.8300	Exempt
Emergency Management Director	52.0500/71.8700	Exempt
Engineering Technician I – PW/WWTP	25.2600/32.4500	40 hrs/week
Engineering Technician II – PW/WWTP	31.3500/40.6300	40 hrs/week

ORDINANCE NO. 9918 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Solid Waste	23.9200/30.8100	40 hrs/week
Evidence Technician – Part Time	22.2054/31.4488	40 hrs/week
Finance Director	54.1600/78.4800	Exempt
Finance Operations Supervisor	30.9200/41.5000	Exempt
Fire Chief	58.0000/81.5700	Exempt
Fire EMS Division Chief	48.0300/62.7200	Exempt
Fire Operations Division Chief	48.0300/62.7200	Exempt
Fire Prevention Division Chief	48.0300/62.7200	Exempt
Fleet Services Shop Foreman	29.9600/43.7700	40 hrs/week
GIS Coordinator – PW	34.2400/47.8500	Exempt
Grants Administrator	28.6000/43.5800	40 hrs/week
Grounds Management Crew Chief – Cemetery	26.5000/35.1200	40 hrs/week
Grounds Management Crew Chief – Parks	27.0100/36.4900	40 hrs/week
Human Resources Director	52.0500/71.8700	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	31.7400/44.1000	40 hrs/week
Human Resources Recruiter	31.7400/44.1000	40 hrs/week
Human Resources Specialist	31.7400/44.1000	40 hrs/week
Information Technology Manager	48.5200/68.3100	Exempt
Interpreter/Translator	20.0600/27.6300	40 hrs/week
Legal Secretary	24.3000/35.8200	40 hrs/week
Librarian I	28.1400/38.0400	Exempt
Librarian II	30.6949/41.5500	Exempt
Library Assistant I – Part Time	21.0438/27.1215	40 hrs/week
Library Assistant II – Part Time	22.2294/30.8094	40 hrs/week
Library Director	51.4400/73.1620	Exempt
Library Page – Part Time	15.5100/18.8900	40 hrs/week
Library Secretary	21.9700/26.0300	40 hrs/week
Maintenance Worker – Cemetery Part Time	18.3538/23.7478	40 hrs/week
Meter Reader – Part Time	24.9011/31.1038	40 hrs/week
Meter Reader Supervisor	33.6200/46.1600	Exempt
MPO Program Manager	34.4200/50.4100	Exempt
Office Manager	29.1100/37.0900	40 hrs/week
Parks and Recreation Director	53.2400/73.8400	Exempt
Parks Superintendent	38.9200/57.1200	Exempt
Payroll Specialist	26.2100/36.6900	40 hrs/week
Planner I	32.8000/44.9100	40 hrs/week

ORDINANCE NO. 9918 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Planning Director	53.7500/79.4500	Exempt
Police Captain	46.6400/62.4700	Exempt
Police Chief	62.4285/83.8548	Exempt
Power Plant Maintenance Supervisor	44.3100/62.2900	Exempt
Power Plant Operations Supervisor	45.5300/64.8900	Exempt
Power Plant Superintendent – PGS	57.2400/83.0400	Exempt
Public Safety Apprentice – Part Time	19.7531/25.8858	40 hrs/week
Public Works Director	62.8300/90.9700 84.1346/ 108.1731	Exempt
Recreation Coordinator	28.1000/40.0900	Exempt
Recreation Superintendent	37.2800/53.2000	Exempt
Regulatory and Environmental Manager	43.3598/64.8700	Exempt
Senior Civil Engineer – PW/Eng., PW/WWTP	43.2400/61.6600	Exempt
Senior Civil Engineer – Utilities	50.1300/69.6500	Exempt
Senior Electrical Engineer	48.8088/70.6800	Exempt
Senior Engineering Technician – PW/WWTP	34.8500/43.4800	40 hrs/week
Senior Public Safety Dispatcher	25.0300/33.6800	40 hrs/week
Senior Utility Secretary	20.5000/29.4900	40 hrs/week
Shooting Range Superintendent	37.2800/53.2000	Exempt
Solid Waste Division Clerk	23.9000/30.9200	40 hrs/week
Solid Waste Foreman	28.4300/39.8800	40 hrs/week
Solid Waste Superintendent	39.4600/54.4100	Exempt
Street Superintendent	37.1900/53.6400	Exempt
Street Foreman	29.9600/42.8000	40 hrs/week
Transit Program Manager	37.3000/55.9400	Exempt
Utilities Director	96.8100/137.8100	Exempt
Utility Production Engineer	49.7300/70.1400	Exempt
Utility Warehouse Supervisor	31.8200/44.3500	40 hrs/week
Victim Assistance Unit Coordinator	24.1500/33.6000	40 hrs/week
Victim/Witness Advocate	18.1100/25.2000	40 hrs/week
Wastewater Plant Chief Operator	31.2500/44.0000	40 hrs/week
Wastewater Plant Operations Engineer	49.9946/69.8306	Exempt
Wastewater Plant Maintenance Supervisor	31.5500/42.5000	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	34.4400/49.0100	Exempt
Water Superintendent	40.5500/55.5300	Exempt
Water Supervisor	35.0800/47.1300	40 hrs/week

ORDINANCE NO. 9918 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Worker / Seasonal	9.0000/30.0000	Exempt
Worker / Seasonal	9.0000/30.0000	40 hrs/week
Worker / Temporary	9.0000/30.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/30.0000	40 hrs/week

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

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	22.8093/30.9319	40 hrs/week
Fleet Services Mechanic	25.6446/35.4516	40 hrs/week
Horticulturist	26.7162/35.4854	40 hrs/week
Library Assistant I	21.0438/27.1215	40 hrs/week
Library Assistant II	22.2294/30.8094	40 hrs/week
Maintenance Worker – Cemetery	22.9423/29.6848	40 hrs/week
Maintenance Worker – Parks	21.2371/29.2748	40 hrs/week
Maintenance Worker – Streets	21.8851/29.5432	40 hrs/week
Senior Equipment Operator – Streets	25.2007/34.0905	40 hrs/week

ORDINANCE NO. 9918 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Maintenance Worker – Streets	25.0312/33.6870	40 hrs/week
Traffic Signal Technician	26.9078/34.9546	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	23.0592/31.1427	40 hrs/week
Custodian	17.3168/22.2297	40 hrs/week
Electric Distribution Crew Chief	40.0180/50.8883	40 hrs/week
Electric Underground Crew Chief	40.0180/50.8883	40 hrs/week
Engineering Technician I	26.9438/33.6054	40 hrs/week
Engineering Technician II	33.4262/42.0591	40 hrs/week
Instrument Technician	38.1828/48.6745	40 hrs/week
Lineworker Apprentice	28.6219/39.7063	40 hrs/week
Lineworker First Class	36.4634/45.0366	40 hrs/week
Materials Handler	31.9304/40.6147	40 hrs/week
Meter Reader	24.9011/31.1038	40 hrs/week
Meter Technician	34.2474/38.8808	40 hrs/week
Power Dispatcher I	37.1850/46.1314	40 hrs/week
Power Dispatcher II	41.4939/52.2441	40 hrs/week
Power Plant Maintenance Mechanic	35.6475/44.0858	40 hrs/week
Power Plant Operator	38.9418/45.1736	40 hrs/week
Senior Engineering Technician	37.1606/46.3613	40 hrs/week
Senior Materials Handler	36.5589/50.6839	40 hrs/week
Senior Power Dispatcher	46.4846/57.6769	40 hrs/week
Senior Power Plant Operator	44.8138/51.9510	40 hrs/week
Senior Substation Technician	40.3461/47.6808	40 hrs/week
Senior Water Maintenance Worker	27.7530/36.3262	40 hrs/week

ORDINANCE NO. 9918 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Substation Technician	40.1454/45.8032	40 hrs/week
Systems Technician	42.8267/48.0292	40 hrs/week
Tree Trim Crew Chief	36.7118/46.1475	40 hrs/week
Utility Electrician	35.7086/45.4247	40 hrs/week
Utility Groundman	25.1532/31.7240	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.8148/46.9236	40 hrs/week
Utility Warehouse Clerk	27.0220/33.7577	40 hrs/week
Water Maintenance Worker	26.1725/34.4410	40 hrs/week
Wireworker I	26.3010/38.8226	40 hrs/week
Wireworker II	36.4634/45.0366	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	29.0000/41.0000	
Police Sergeant	39.0000/47.0000	
Police Lieutenant	42.0000/54.0000	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave, bereavement leave, and holiday hours. Employees shall be eligible for overtime when they

ORDINANCE NO. 9918 (Cont.)

exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid Two dollars (\$2.00) per hour while actively working with a trainee or other issues directly concerning a trainee.

A lateral hiring incentive is provided, namely for certified applicants, Five Thousand dollars (\$5,000) certification credit and fifty (50) hours of compensatory time if eligible. A referral incentive is provided for existing Officers who successfully recruit applicants, specifically, a Three Hundred dollar (\$300) incentive for the referral of one non-certified applicant who makes the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of two or more non-certified applicants who make the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of one or more certified applicants who make the Civil Service eligibility list; and a One Thousand Seven Hundred dollar (\$1,700) incentive if one or more of the referred applicants is hired.

A retention incentive will offered to active sworn Officers' for the life of the contract with final payment made in October of 2025. Each current employee as of October 1, 2022, who maintains active employment status, will receive a lump sum payment in the first full pay period of the dates specified in the following schedule:

Completion of Contract Year 2022-2023: \$5,000.00 (paid in October 2023)
Completion of Contract Year 2023-2024: \$3,000.00 (paid in October 2024)
Completion of Contract Year 2024-2025: \$2,000.00 (paid in October 2025)

ORDINANCE NO. 9918 (Cont.)

Employees hired between October 2, 2022 and October 1, 2024 will receive a retention incentive after completing a full contract year of service. The amount paid will correspond with the applicable contract year completed.

Designated Officers who are covered under the FOP labor agreement and are assigned to specialized assignments that routinely involve changes in schedules for training purposes, call in for duty, and/or specialized training and certifications as listed below are eligible for additional compensation. Tier I specialized assignments will receive an additional sixty cents (\$0.60) per hour. Tier II specialized assignments will receive an additional thirty cents (\$0.30) per hour. Officers shall only be compensated for one (1) Tier I assignment and one (1) Tier II assignment regardless of how many assignments they may possess within that Tier. Maximum specialty pay will be ninety cents (\$0.90) per hour which is equal to a Tier I and Tier II assignment.

Tier I

SWAT
Police K9
Drug Recognition Expert
Accident Reconstruction Team
CERT/Hostage Negotiator
Drone

Tier II

All Department Designated Instructors:
Firearms
Defensive Tactics
Less Lethal

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	23.4916/30.5216	212 hrs/28 days

ORDINANCE NO. 9918 (Cont.)

Firefighter / EMT	17.7091/25.0171	212 hrs/28 days
Firefighter / Paramedic	19.1441/27.3074	212 hrs/28 days
Life Safety Inspector	27.0165/35.5705	40 hrs/week
Battalion Chief	30.1957/35.1300	212 hrs/28 days

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	22.2214/29.4817	40 hrs/week
Administrative Assistant – WWTP	20.4435/29.3215	40 hrs/week
Biosolids Technician	25.3842/36.7560	40 hrs/week
Equipment Operator – WWTP	23.2949/31.5147	40 hrs/week
FOG Program Manager	28.7162/39.3130	40 hrs/week
Lead Maintenance Mechanic	28.0427/37.2338	40 hrs/week
Lead Maintenance Worker	22.9094/32.9018	40 hrs/week
Lead Wastewater Plant Operator	27.5666/38.5945	40 hrs/week
Maintenance Mechanic I	23.7880/32.0519	40 hrs/week
Maintenance Worker – WWTP	23.0713/30.6957	40 hrs/week
Senior Equipment Operator	27.0346/34.7365	40 hr/week
Stormwater Program Manager	28.7162/39.3130	40 hrs/week
Wastewater Plant Laboratory Technician	25.4677/33.7709	40 hrs/week

ORDINANCE NO. 9918 (Cont.)

Wastewater Plant Operator I	22.8165/30.1690	40 hrs/week
Wastewater Plant Operator II	25.3735/33.7967	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Service/Clerical/Finance labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Service/Clerical/Finance labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	19.7952/26.5714	40 hrs/week
Accounting Technician – Streets	21.7231/29.0721	40 hrs/week
Accounts Payable Clerk	21.9060/29.5514	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.4435/29.3215	40 hrs/week
Audio Video Technician	26.8201/36.8240	40 hrs/week
Building Inspector	27.0111/37.2347	40 hrs/week
Cashier	20.0668/25.6234	40 hrs/week
Community Service Officer	19.7531/25.8858	40 hrs/week
Computer Technician	25.5128/36.8584	40 hrs/week
Crime Analyst	28.6794/38.1368	40 hrs/week
Electrical Inspector	27.1431/37.0999	40 hrs/week
Emergency Management Coordinator	25.0300/33.6800	40 hrs/week
Engineering Technician I – Public Works	25.2600/32.4500	40 hrs/week
Engineering Technician II – Public Works	31.3500/40.6300	40 hrs/week
Evidence Technician	22.2054/31.4488	40 hrs/week
GIS Coordinator	34.2400/47.8500	40 hrs/week
Maintenance Worker I – Building, Library, Police	18.8024/25.2757	40 hrs/week
Maintenance Worker II – Building, Library, Police	21.5781/28.7625	40 hrs/week
Payroll Clerk	23.1606/32.5054	40 hrs/week
Plans Examiner	27.0157/39.8241	40 hrs/week
Plumbing/Mechanical Inspector	27.0830/36.5581	40 hrs/week
Police Records Clerk	19.9522/26.7203	40 hrs/week
Public Safety Apprentice	19.7531/25.8858	40 hrs/week
Public Safety Dispatcher	22.5270/30.3120	40 hrs/week
Senior Accounting Clerk	22.1760/29.8667	40 hrs/week
Senior Engineering Technician – Public Works	34.8500/43.4800	40 hrs/week

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ORDINANCE NO. 9918 (Cont.)

Shooting Range Operator	26.6273/35.8338	40 hrs/week
Systems Technician	42.8267/48.0292	40 hrs/week
Wastewater Secretary	20.6626/29.0337	40 hrs/week

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

SECTION 8. A shift differential of fifty cents (\$0.50) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior Public Safety Dispatcher who work any hours or portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of seventy-five cents (\$0.75) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of fifty cents (\$0.50) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of seventy-five cents (\$0.75) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.50 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor

agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional Two dollars (\$2.00) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of One Dollar (\$1.00) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work the night shift will receive an additional one dollar (\$1.00) per hour for wages attributable to those shifts.

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

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Five-hundred fifty dollars (\$550.00) semi-annually. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven

ORDINANCE NO. 9918 (Cont.)

Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position and the non-union Public Safety Apprentice Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community Services Officers and full time Public Safety Apprentices shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of Four Hundred Eighty-four dollars and eight cents (\$484.08) per year, divided into twenty-four (24) pay periods. Police Chief and Police Captains shall be paid a clothing allowance of One-thousand one-hundred dollars (\$1,100.00) per year, divided into twenty-six (26) pay periods.

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

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule.

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop

Foreman and Fleet Services Mechanic shall receive a tool allowance of Fifty dollars (\$50.00) biweekly.

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

1. (A) All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of

retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at 36% x 1,339 hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred nine and one-half (609.5) hours [calculated at 53% x 1,150 hours]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid forty percent (40%) for their accumulated medical leave at separation of employment after sixteen (16) years of sworn officer service and fifty (50) years of age; fifty percent (50%) for their accumulated medical leave at separation of employment after twenty (20) years of sworn Officer service and fifty-five (55) years of age. An employee's beneficiary shall be paid fifty percent (50%) of accumulated

medical leave an employee's death not occurring in the line of duty. An employee's beneficiary shall be paid one hundred percent (100%) of an employee's accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee's salary at the time of separation. Years of service includes time at a previous agency as a sworn Officer and service must be verified. The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

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

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

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

ORDINANCE NO. 9918 (Cont.)

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

Officer	Five (5) years (beginning 6 th year)	\$ 350.00
	Ten (10) years (beginning 11 th year)	\$ 650.00
	Fifteen (15) years (beginning 16 th year)	\$1,000.00
	Twenty (20) years (beginning 21 st year)	\$1,350.00
	Twenty-five (25) years (beginning 26 th year)	\$1,750.00
Sergeant and Lieutenant	Five (5) years (beginning 6 th year)	\$ 375.00
	Ten (10) years (beginning 11 th year)	\$ 650.00
	Fifteen (15) years (beginning 16 th year)	\$1,250.00
	Twenty (20) years (beginning 21 st year)	\$1,700.00
	Twenty-five (25) years (beginning 26 th year)	\$2,400.00

Non-union employees shall receive longevity pay on a prorated basis each regular pay day as follows:

Five (5) years (beginning 6 th year)	\$ 250.00
Ten (10) years (beginning 11 th year)	\$ 500.00
Fifteen (15) years (beginning 16 th year)	\$ 750.00
Twenty (20) years (beginning 21 st year)	\$ 1,150.00
Twenty-five (25) years (beginning 26 th year)	\$ 1,650.00

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

Five (5) years (beginning 6 th year)	\$ 250.00
Ten (10) years (beginning 11 th year)	\$ 500.00

ORDINANCE NO. 9918 (Cont.)

Fifteen (15) years (beginning 16 th year)	\$ 750.00
Twenty (20) years (beginning 21 st year)	\$ 1,000.00
Twenty-five (25) years (beginning 26 th year)	\$ 1,500.00

Those employees who are represented by the IBEW-Wastewater Treatment Plant shall annually receive longevity pay as follows:

Five (5) years (beginning 6 th year)	\$ 250.00
Ten (10) years (beginning 11 th year)	\$ 500.00
Fifteen (15) years (beginning 16 th year)	\$ 750.00
Twenty (20) years (beginning 21 st year)	\$1,000.00
Twenty-five (25) years (beginning 26 th year)	1,500.00

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

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

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

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

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

ORDINANCE NO. 9918 (Cont.)

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law. ~~effective October 23, 2022~~

SECTION 14. Those portions of Ordinance No. 9903 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-1

Approving Minutes of February 14, 2023 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 14, 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 February 14, 2023. Notice of the meeting was given in *The Grand Island Independent* on February 8, 2023.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Maggie Mendoza, Bethany Guzinski, Chuck Haase, Jack Sheard, Mike Paulick, Michelle Fitzke, Mark Stelk, Mitch Nickerson, Doug Lanfear and Jason Conley. 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 Pastor Steve Peeler, Messiah Lutheran Church, 708 North Locust Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of the 2021-2022 Annual Library Report. Library Director Celine Swan submitted the 2021-2022 Annual Library report. Comments were made about the extended hours and art displays. Mentioned was the Police Substation open house on Monday, February 20, 2023.

BOARD OF EQUALIZATION: Motion by Fitzke, second by Paulick to adjourn to the Board of Equalization. Upon roll call vote, all voted aye. Motion adopted.

#2023-BE-1 - Consideration of Determining Benefits for Sidewalk Repairs at 239 South Plum Street. Interim Public Works Director Keith Kurz reported that Galvan Construction, Inc. of Grand Island, Nebraska had completed the work to the City standards for a cost of \$1,750.00. Total cost of the repairs, including Engineering Services of \$175.00, was \$1,925.00. The cost for this project would be assessed to the adjacent property per City Code Section 32-58(2) and 16-662. Staff recommended approval.

Motion by Nickerson, second by Stelk to approve Resolution #2023-BE-1. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Paulick, second by Lanfear to return to Regular Session. Motion adopted.

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:

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

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 Stelk seconded the motion. Upon roll call vote, all voted aye. Motion failed.

This item was related to the aforementioned Board of Equalization.

Motion by Paulick, second by Lanfear to approve Ordinance #9916.

City Clerk: Ordinance #9916 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 #9916 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 #9916 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Stelk, second by Lanfear to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 24, 2023 City Council Regular Meeting.

Approving Appointment of Ryan Schmitz to the Plumbing Board.

Approving Appointment of Megan Goplin to the Regional Planning Commission.

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

#2023-33 - Approving Purchase of Additional Monitors in Council Chambers from AVI Systems of Omaha, Nebraska in an Amount of \$14,441.29.

#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 with Alfred Benesch & Company of Lincoln, Nebraska for an Increase of 15,000.00 and a Revised Contract Amount of \$621,697.00.

#2023-35 - Approving Authorization for Emergency Sanitary Sewer Repair at 1520 N Ruby Avenue with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$31,203.00.

RESOLUTIONS:

#2023-36 - Consideration of Approving Appointment of Laura McAloon as Interim City Administrator. Mayor Steele submitted the name of City Attorney Laura McAloon as Interim City Administrator at Step 1 of the City Administrator salary table.

Motion by Haase, second by Nickerson to approve Resolution #2023-36 not to exceed six (6) months. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Fitzke, second by Lanfear to approve the payment of claims for the period of January 25, 2023 through February 14, 2023 for a total amount of \$6,356,473.20. Councilmember Haase abstained from voting on the claim for the Nebraska Municipal League Conference in the amount of \$461.00. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:40 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-2

#2023-37 - Approving Request from Simple Kitchen, LLC dba Chocolate Bar, 116 West 3rd Street for a Class "CK" Liquor License and Liquor Manager Designation for Angela Dowd, 2140 2nd Avenue, Boelus, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2023-37

WHEREAS, an application was filed by Simple Kitchen, LLC dba Chocolate Bar, 116 West 3rd Street for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 18, 2023; such publication cost being \$14.40; and

WHEREAS, a public hearing was held on February 28, 2023 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Angela Dowd, 2140 2nd Avenue, Boelus, Nebraska contingent upon completing a stated approved alcohol sever/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-3

**#2023-38 - Approving Amendment to the Farmers National
Company Manager Agreement to add Acquired Land in 2022**

Staff Contact: Laura McAloon

Council Agenda Memo

From: Laura McAloon, Interim City Administrator

Meeting: February 28, 2023

Subject: Approving the Addendum to the Professional Tailored Services Agreement between Farmers National Company and City of Grand Island

Presenter(s): Laura McAloon, Interim City Administrator

Background

The City of Grand Island has an agreement with Farmers National Company to lease farm property owned by the City.

Discussion

The purpose of this amendment is to remove Jerry Janulewicz as an authorized representative for the City and replace him with Laura McAloon and Patrick Brown as authorized representatives. This amendment also adds Lot 3, Hanover Third Subdivision as another parcel for rent.

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 addendum to the Professional Tailored Services Agreement between FNC and City of Grand Island amending with the deletion of Jerry Janulewicz and the addition of Laura McAloon and Patrick Brown as authorized representatives, and the addition of Lot 3, Hanover Third Subdivision property to management agreement.

Sample Motion

Move to approve the addendum to the Professional Tailored Services Agreement between FNC and City of Grand Island amending with the deletion of Jerry Janulewicz and the addition of Laura McAloon and Patrick Brown as authorized representatives, and the addition of Lot 3, Hanover Third Subdivision property to management agreement.



PROPERTY AND SERVICES ADDENDUM TO PROFESSIONAL TAILORED SERVICES AGREEMENT

February 14, 2023

Farm #30694 – City of Grand Island
Paul Sullivan, Farm Manager

This Property and Services Addendum shall be attached to and become a part of the Professional Tailored Services Agreement effective April 1, 2016, as amended, between Farmers National Company (“FNC”), and City of Grand Island (“Client”). The Clients and Farmers National have agreed to the following:

The parties have mutually agreed to the following additional arrangements relative to the services to be provided:

City of Grand Island authorizes the deletion of Jerry Janulewicz as an authorized representative and adds Laura McAloon and Patrick Brown to the account to approve and form and term of FNC leases, add farms, remove farms and approve farm expenses as specified in the farm leases. Any amendments to this agreement shall be approved by the City Council.

Laura’s email is LauraM@grand-island.com
Patrick’s email is PatrickB@grand-island.com

FNC will inform City of and provide any/all invoices and receipts of any expenses that are incurred on the properties to Client.

This addendum shall **add** the following described property to management:

Legal Description of the Property

State: Nebraska County: Hall Approximate Acres: 4.56±

Further Described as:

Lot 3, Hanover Third Subdivision, an Addition to the City of Grand Island, located in Sec. 14, Twp 11N, Rge 10W, Hall County Nebraska
Parcel #400200394

CONTINUED ON NEXT PAGE

**PROPERTY AND SERVICES ADDENDUM
TO PROFESSIONAL TAILORED
SERVICES AGREEMENT**

This addendum shall set and confirm that the property under management is described as follows:

Legal Description of the Property

State: Nebraska County: Hall Approximate Acres: 2,293.5±

Further Described as:

Cropland located in NE1/4 Sec. 15, Twp 11N, Rge 9W of the 6th P.M.; Cropland & hay in N1/2 Sec. 9, Twp 10N, Rge 9W of the 6th P.M.; Pt cropland in Lots 1-39, Sec. 14, Twp 11N, Rge 9W of the 6th P.M.; area of hay land lying S & E of the Cherry St Subst; Pt pasture & hay land including the Old Land fill site in W1/2 Sec. 30, Twp 11N, Rge 12W of the 6th P.M.; Pt hay land in W 420.05 a. Sec. 29, Twp 11N, Rge 10W of the 6th P.M.; Hay land on Lots 1, 8 & 9 & NW1/4NE1/4 & SE1/4NW1/4 & Lots 2 & 3 on Island, all in Sec. 11 & Lots 4, 5, 6, 7 & 8 on Island in Sec. 1 & all accretion land & E1/2SE1/4 & Lots 6 & 7 Sec. 2 all in Twp 10N, Rge 9W of the 6th P.M.; Hay land in Lots 6 & 7 & NE1/4SE1/4 Sec. 11 & Lots 1, 2 & 3 on Island in N1/2 Sec. 15 & NE1/4SW1/4 & S1/2SE1/4 & Lots 8 & 9 Sec. 10 & Lot 3 N of Platte River Sec. 14 all in Twp 10N, Rge 9W of the 6th P.M., subject to old Hwy 281 ROW; Pt SE Pt of 420.05 a. Sec. 29, Twp 11N, Rge 10W of the 6th P.M., Pt NW1/4 Sec. 23, Twp 11N, Rge 10W of the 6th P.M.; N1/2W1/2SE1/4, Ex 1.22 a. Tract in Book 11, Page 634 & Document No. 76-007493, Sec. 32, Twp 12N, Rge 9W of the 6th P.M., & Lot 3, Hanover Third Subdivision, an Addition to the City of Grand Island, located in Sec. 14, Twp 11N, Rge 10W All in Hall County Nebraska

ADDITIONAL INFORMATION:

Effective Date: February 1, 2023

All other terms and services outlined in the Professional Tailored Services Agreement effective April 1, 2016, as amended, remain valid.

Total acres under management by Farmers National Company as Farm #30694 stands at 2,293.5±.

Clients  Sign and Date Here

Signature: X

Date: X

City of Grand Island by _____

Acceptance by Farmers National Company

Signature: _____

Date: _____

Farm #30694

mb

RESOLUTION 2023-38

WHEREAS, the City of Grand Island entered into the Professional Tailored Services Agreement with Farmers National Company (FNC) April 1, 2016 and

WHEREAS, on December 6, 2022, Jerry Janulewicz retired from the City of Grand Island; and

WHEREAS, on February 1, 2023 FNC submitted an addendum to the Professional Tailored Services Agreement removing Jerry Janulewicz as an authorized representative and adding Laura McAloon and Patrick Brown as authorized representatives; and

WHEREAS, the addendum included the addition of Lot 3, Hanover Third Subdivision to the management agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve the addendum to the Professional Tailored Services Agreement between Farmers National Company and City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 24, 2023	▣ City Attorney



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-4

#2023-39 - Approving Bid Award for Asphalt Hot-Mix 2023

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: February 28, 2023

Subject: Approving Bid Award for Asphalt Hot-Mix 2023

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

Background

Asphalt Hot-Mix is used by the Streets Division's asphalt crew throughout the construction season to patch potholes and full-depth patch sections of roadways that are showing signs of failure.

Bidders are given the opportunity to write-in mixes that they know they will be producing this season. This allows a wider variety of mixes with set prices to be available to the Streets Division. The purchase of asphalt can then be based on the type of mix best suited for each patching job.

Discussion

Bids were advertised on January 14, 2023 and sent to four (4) potential bidders. Two (2) bids were received and opened on February 16, 2023.

Asphalt Hot-Mix 2023- Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
Type SPR	64-34	J.I.L. Asphalt Paving Co. \$69.00 per ton	Gary Smith Construction Co. \$75.60 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
Type SPR	64-22	J.I.L. Asphalt Paving Co. \$60.25 per ton	Gray Smith Construction Co. \$69.80 per ton
Type SPR Fine	64-22	J.I.L. Asphalt Paving Co. \$62.55 per ton	No Bid
Type SLX	64-22	J.I.L. Asphalt Paving Co. \$64.60 per ton	Gary Smith Construction Co. \$81.00 per ton
Type A	64-22	No Bid	No Bid
Type B	64-22	No Bid	No Bid
Type B/C	64-22	Gary Smith Construction Co. \$63.50 per ton	No Bid
Type C	64-22	No Bid	No Bid

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 Asphalt Hot-Mix 2023 according to the bid award recommendation.

Sample Motion

Move to approve the purchase of the Asphalt Hot-Mix 2023 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 16, 2023 at 2:30 p.m.
FOR: Asphalt Hot-Mix for 2023
DEPARTMENT: Public Works
ESTIMATE: \$75.00/Ton
FUND/ACCOUNT: 21033503-85547
PUBLICATION DATE: January 14, 2023
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>J.I.L. Aspahlt Paving Co.</u> Grand Island, NE	<u>Gary Smith Const. Co., Inc.</u> Grand Island, NE
Exceptions:	Noted	None
Bid Price:		
SPR 64-34	\$69.00	\$75.60
SPR 64-22:	\$60.25	\$69.80
SPR Fine:	\$62.55	-0-
Type SLX:	\$64.60	\$81.00
Type B/C	-0-	\$63.50

cc: Keith Kurz, Interim Public Works Director
Patrick Brown, Finance Director
Catrina DeLosh, Admin. Asst. Public Works

Shannon Callahan, Street Superintendent
Stacy Nonhof, Purchasing Agent
Laura McAloon, Interim City Administrator

P2419

R E S O L U T I O N 2023-39

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2023, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 16, 2023 bids were received, opened and reviewed; and,

WHEREAS, J.I.L. Asphalt Paving Co. and Gary Smith Construction Co. submitted responsible bids within the bid specifications for Asphalt Hot-Mix 2023.

Asphalt Hot-Mix 2023- Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
Type SPR	64-34	J.I.L. Asphalt Paving Co. \$69.00 per ton	Gary Smith Construction Co. \$75.60 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
Type SPR	64-22	J.I.L. Asphalt Paving Co. \$60.25 per ton	Gray Smith Construction Co. \$69.80 per ton
Type SPR Fine	64-22	J.I.L. Asphalt Paving Co. \$62.55 per ton	No Bid
Type SLX	64-22	J.I.L. Asphalt Paving Co. \$64.60 per ton	Gary Smith Construction Co. \$81.00 per ton
Type A	64-22	No Bid	No Bid
Type B	64-22	No Bid	No Bid
Type B/C	64-22	Gary Smith Construction Co. \$63.50 per ton	No Bid
Type C	64-22	No Bid	No Bid

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for asphalt hot-mix purchased in the 2023 calendar year, are hereby approved;

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ February 24, 2023 <input type="checkbox"/> City Attorney
--



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-5

#2023-40 - Approving Bid Award for Concrete Ready-Mix for 2023

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent and
Jeff Wattier, Solid Waste Superintendent

Meeting: February 28, 2023

Subject: Approving Bid Award for Concrete Ready-Mix for 2023

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

Background

On January 14, 2023 the Streets Division and Solid Waste Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with concrete repairs throughout the 2023 calendar year.

A primary and secondary bid award is being recommended which sets prices for more than one producer so material can be purchased in the event the other producer(s) are not delivering due to larger job demands or concrete plant shutdown/breakdown.

Discussion

Two (2) bids were received and opened on February 16, 2023. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions.

Concrete Ready-Mix 2023- Bid Award Recommendation

	Primary Award	Secondary Award
<i>Concrete Ready-Mix; delivery to various job sites in City Limits</i>		
47B-3500, Type IP	Gerhold Concrete Company, Inc. of Grand Island, NE \$135.15 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$150.75 per cubic yard
47B-3500, ALTERNATE	Gerhold Concrete Company, Inc. of Grand Island, NE \$135.15 per cubic yard	No Bid
47B-HE (High Early)	Gerhold Concrete Company, Inc. of Grand Island, NE \$155.46 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$166.75 per cubic yard
Flowable Fill	Consolidated Concrete Co. of Grand Island, NE \$93.50 per cubic yard	Gerhold Concrete Company, Inc. of Grand Island, NE \$94.75 per cubic yard

Concrete Ready-Mix; delivery to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska		
47B-3500, Type IP	Gerhold Concrete Company, Inc. of Grand Island, NE \$139.20 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$157.20 per cubic yard
47B-3500, ALTERNATE	Gerhold Concrete Company, Inc. of Grand Island, NE \$139.20 per cubic yard	No Bid
47B-HE (High Early)	Gerhold Concrete Company, Inc. of Grand Island, NE \$159.51 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$173.20 per cubic yard
Flowable Fill	Gerhold Concrete Company, Inc. of Grand Island, NE \$98.75 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$99.45 per cubic yard

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 Concrete Ready-Mix 2023 according to the bid award recommendation.

Sample Motion

Move to approve the purchase of Concrete Ready-Mix 2023 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 16, 2023 at 2:15 p.m.

FOR: Concrete Ready-Mix for 2023

DEPARTMENT: Public Works

ESTIMATE: \$135.00/Streets
\$145.00/Solid Waste

FUND/ACCOUNT: 21033503
50530043

PUBLICATION DATE: January 14, 2023

NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder: Gerhold Concrete
Norfolk, NE

Exceptions: None

Bid Price:	<u>City Limits</u>	<u>Landfill</u>
47B-3500, Type IP:	\$135.15	\$139.20
47B-3500, Alternative:	\$135.15	\$139.20
47B-HE (High Early):	\$155.46	\$159.51
Flowable Fill:	\$ 94.75	\$ 98.75

Bidder: Consolidated Concrete Co
Hastings, NE

Exceptions: Noted

Bid Price:	<u>City Limits</u>	<u>Landfill</u>
47B-3500, Type IP:	\$150.75	\$157.20
47B-3500, Alternative:	\$150.75	\$157.20
47B-HE (High Early):	\$166.75	\$173.20
Flowable Fill:	\$ 93.50	\$ 99.45

cc: Keith Kurz, Interim Public Works Director
Jeff Wattier, Solid Waste Superindendent
Stacy Nonhof, Purchasing Agent

Shannon Callahan, Street Superintendent
Patrick Brown, Finance Director
Catrina DeLosh, Admin. Asst. Public Works

P2418

RESOLUTION 2023-40

WHEREAS, the City of Grand Island invited sealed bids for furnishing Concrete Ready-Mix for 2023 for the Streets Division and Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on February 16, 2023, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. and Consolidated Concrete Co., both of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein; and

Concrete Ready-Mix 2023- Bid Award Recommendation

	Primary Award	Secondary Award
<i>Concrete Ready-Mix; delivery to various job sites in City Limits</i>		
47B-3500, Type IP	Gerhold Concrete Company, Inc. of Grand Island, NE \$135.15 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$150.75 per cubic yard
47B-3500, ALTERNATE	Gerhold Concrete Company, Inc. of Grand Island, NE \$135.15 per cubic yard	No Bid
47B-HE (High Early)	Gerhold Concrete Company, Inc. of Grand Island, NE \$155.46 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$166.75 per cubic yard
Flowable Fill	Consolidated Concrete Co. of Grand Island, NE \$93.50 per cubic yard	Gerhold Concrete Company, Inc. of Grand Island, NE \$94.75 per cubic yard
<i>Concrete Ready-Mix; delivery to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska</i>		
47B-3500, Type IP	Gerhold Concrete Company, Inc. of Grand Island, NE \$139.20 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$157.20 per cubic yard
47B-3500, ALTERNATE	Gerhold Concrete Company, Inc. of Grand Island, NE \$139.20 per cubic yard	No Bid
47B-HE (High Early)	Gerhold Concrete Company, Inc. of Grand Island, NE \$159.51 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$173.20 per cubic yard
Flowable Fill	Gerhold Concrete Company, Inc. of Grand Island, NE \$98.75 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$99.45 per cubic yard

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for concrete ready-mix purchased in the 2023 calendar year, are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-6

#2023-41 - Bid Award for Annual Pavement Markings 2023

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: February 28, 2023

Subject: Bid Award for Annual Pavement Markings 2023

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

Background

Pavement markings are a critical part of maintaining safety of the City's roadways and have strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control.

Since 2014 the use of a pavement marking contractor has allowed the Streets Division to use its labor force to focus on the storm sewer cleaning program. Another benefit of utilizing contractor services is the reduction in traffic disruption accomplished by work being conducted only during off-peak hours (night) and completed faster using specialized equipment.

The 2020 pavement marking contract was renewed for two (2) additional one-year periods, the maximum renewal periods stated in the bid solicitation, and is due for re-bidding this year.

The 2023 pavement marking contract will also be available for two (2) additional one-year renewal periods based on interest of both the City and the Contractor.

Discussion

Bids were advertised on January 14, 2023 and sent to 13 potential bidders. Two (2) bids were received and opened on February 16, 2023.

Bid summary is listed below:

<i>Bidder</i>	<i>Sub-Contractor(s)</i>	<i>Exceptions</i>	<i>Total Bid</i>
Straight-Line Striping, Inc. of Grand Island, NE	None	None	\$138,564.00
Contractor Services, Inc. of North Platte, NE	None	None	\$279,575.00

Public Works staff has reviewed Straight Line Striping, Inc.'s bid submittal and feels the submittal is fair and reasonable.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract for Annual Pavement Markings 2023 to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$138,564.00.

Sample Motion

Move to approve awarding contract to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$138,564.00.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 16, 2023 at 2:00 p.m.
FOR: Annual Pavement Markings 2023
DEPARTMENT: Public Works
ESTIMATE: \$155,000.00
FUND/ACCOUNT: 21033505
PUBLICATION DATE: January 14, 2023
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Straight-Line Striping, Inc.</u>	<u>Contractor Services, Inc.</u>
	Grand Island, NE	North Platte, NE
Bid Security:	Universal Surety Co.	Cashiers Check
Exceptions:	None	None
Bid Price:		
Section 1:	\$104,164.00	\$157,950.00
Section 2:	\$ 34,400.00	\$101,625.00
Section 3:	<u>--0-</u>	<u>\$ 20,000.00</u>
Bid Total:	\$138,564.00	\$279,575.00

cc: Keith Kurz, Interim Public Works Director
Laura McAloon, Interim City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director
Shannon Callahan, Street Superintendent

P2417

RESOLUTION 2023-41

WHEREAS, the City of Grand Island invited sealed bids for Pavement Markings 2023, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 16, 2023, bids were received, opened and reviewed; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$138,564.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Straight-Line Striping, Inc. of Grand Island, Nebraska, in the amount of \$138,564.00 for Pavement Markings 2023 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-7

**#2023-42 - Approving Bid Award for Curb Ramp Project No.
2023-CR-1**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: February 28, 2023

Subject: Approving Bid Award for Curb Ramp Project No. 2023-CR-1

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

Background

On January 25, 2023 the Engineering Division of the Public Works Department advertised for bids for the construction of curb ramps at various intersections in the City. The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

The attached map shows the locations for this year's work.

Discussion

Two (2) bids were received and opened on February 21, 2023. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BIDDER</i>	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
Galvan Construction, Inc. of Grand Island, NE	None	\$184,148.50*
The Diamond Engineering Company, Grand Island, NE	None	\$232,639.25*

**corrected bid*

This bid of Galvan Construction, Inc. is within 3% of the estimate and considered to be fair and reasonable.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$184,148.50.

Sample Motion

Move to approve the bid award.

BID SECTION A - BASE BID

W. 2ND ST. & N. GRANT ST. (4 RAMPS)
S. ADAMS ST. & W. JOHN ST. (8 RAMPS)
W. LOUISE ST. & S. GREENWICH ST. (8 RAMPS)
W. 6TH ST. & GREENWICH ST. (8 RAMPS)

BID SECTION B - TRINITY LUTHERAN SCHOOL

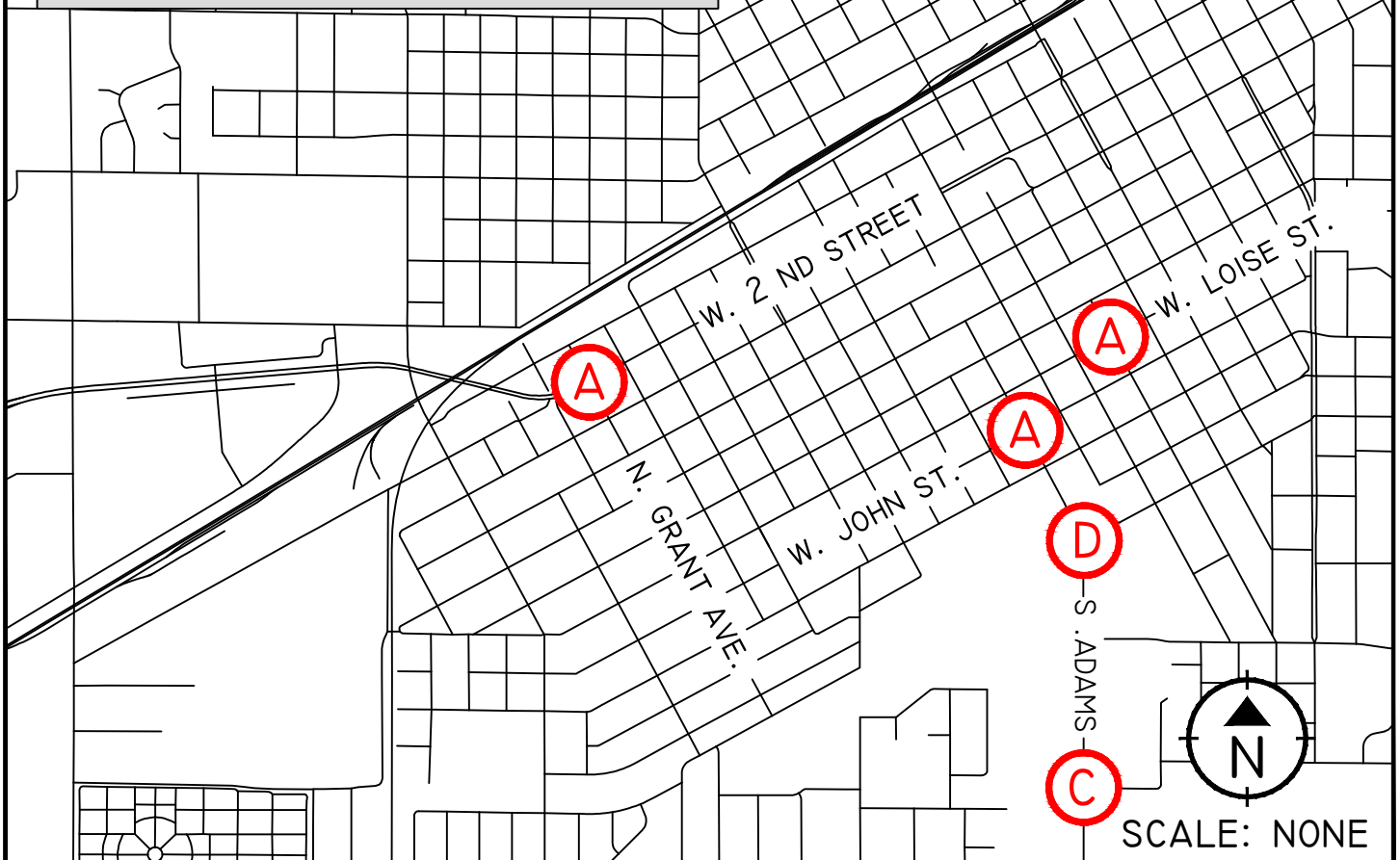
N. LOCUST ST. & W. 12TH ST. (8 RAMPS)
N. LOCUST ST. & W. 13TH ST. (6 RAMPS)
N. LOCUST ST. & W. 14TH ST. (8 RAMPS)
N. WHEELER AVE. & W. 12TH ST. (8 RAMPS)
N. WHEELER AVE. & W. 13TH ST. (5 RAMPS)
N. WHEELER AVE. & W. 14TH ST. (7 RAMPS)

BID SECTION C - ADAMS ST. & HEDDE ST.

S. ADAMS ST. & W. HEDDE ST. (2 RAMPS)

BID SECTION D - ADAMS ST. & BIKE TRAIL

S. ADAMS ST. & BIKE TRAIL (2 RAMPS)



2023-CR-I (ADA CURB RAMPS)

BID SECTION LOCATIONS

GRAND ISLAND, NEBRASKA

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 21, 2023 at 2:00 p.m.
FOR: Curb Ramp Project 2023-CR-1
DEPARTMENT: Public Works
ESTIMATE: \$182,000.00
FUND/ACCOUNT: 21000001-2100-40004
PUBLICATION DATE: January 25, 2023
NO. POTENTIAL BIDDERS: 15

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Galvan Construction, Inc.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Western Surety Co.
Exceptions:	None	None
Bid Section A:	\$ 98,104.65	\$83,041.50
Bid Section B:	\$108,440.00	\$86,232.35
Bid Section C:	\$ 16,563.10	\$ 7,695.05
Bid Section D:	\$ 10,126.50	\$ 3,859.60

cc: Keith Kurz, Interim Public Works Director
Patrick Brown, Finance Director
Tim Golka, Engineer I

Catrina DeLosh, PW Admin. Coordinator
Stacy Nonhof, Purchasing Agent
Laura McAloon, Interim City Administrator

P2423

RESOLUTION 2023-42

WHEREAS, the City of Grand Island invited sealed bids for Curb Ramp Project 2023-CR-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 21, 2023 bids were received, opened, and reviewed; and

WHEREAS, Galvan Construction, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$184,148.50; and

WHEREAS, Galvan Construction, Inc.'s bid is within 3% of the estimate for such project and considered to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$184,148.50 for Curb Ramp Project 2023-CR-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-8

**#2023-43 - Approving Bid Award for the 2023 Asphalt Resurfacing
Project No. 2023-AC-1**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: February 28, 2023

Subject: Approving Bid Award for the 2023 Asphalt Resurfacing Project No. 2023-AC-1

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

Background

On January 26, 2023 the Engineering Division of the Public Works Department advertised for bids for the 2022 Asphalt Resurfacing Project No. 2023-AC-1. There were six (6) potential bidders for this project. This year's work involves asphalt resurfacing on the following City streets.

Section #1– Capital Avenue; Engleman Road to North Road

Section #2– 13th Street; Engleman Road to North Road

Section #3– Cannon Road; Mansfield Road to North Road

Section #4– Old Potash Highway; Webb Road to Old Highway 30

Section #5– Horseshoe Place; Mansfield Road to Cul-De-Sac

Section #6– Zola Lane; Horseshoe Place to North Road

Section #7– Zola Court; Cul-De-Sac to Zola Lane

Section #8– Allen Avenue; Morrison Drive to Zola Lane

Section #9– Allen Court; Zola Lane to Cul-De-Sac

Section #10– Lambchop Lane; Allen Avenue to North Road

Section #11– Patchwork Place; Cul-De-Sac to North Road

Discussion

Two (2) bids were received and opened on February 21, 2023. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

	Gary Smith Construction Co, Inc. of Grand Island, NE	J.I.L. Asphalt Paving Co. of Grand Island, NE
Bid Section 1	\$210,372.75	\$225,424.00
Bid Section 2	\$169,352.70	\$174,295.60
Bid Section 3	\$101,437.95	\$106,645.90
Bid Section 4	\$106,184.10	\$113,226.70
Bid Section 5	\$26,133.67	\$31,425.80*
Bid Section 6	\$40,035.36	\$41,848.16
Bid Section 7	\$16,422.39*	\$18,114.49
Bid Section 8	\$22,282.08	\$22,716.58
Bid Section 9	\$18,671.05	\$20,042.80
Bid Section 10	\$15,105.96	\$15,506.46*
Bid Section 11	\$12,834.36	\$14,366.46*
Grand Total =	\$738,832.37*	\$783,612.95*

*corrected calculation

Public Works Engineering staff recommends the contract award to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$738,832.37.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding a contract to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$738,832.37 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 21, 2023 at 2:15 p.m.

FOR: Asphalt Maintenance Project No. 2023-AC-1

DEPARTMENT: Public Works

ESTIMATE: \$920,000.00

FUND/ACCOUNT: 21033506

PUBLICATION DATE: January 26, 2023

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE	<u>Gary Smith Const. Co., Inc.</u> Grand Island, NE
Bid Security:	Granite Re, Inc.	Inland Insurance Co.
Exceptions:	None	None

Bid Price:		
Section 1:	\$225,424.00	\$210,372.75
Section 2:	\$174,295.60	\$169,352.70
Section 3:	\$106,645.90	\$101,437.95
Section 4:	\$113,226.70	\$106,184.10
Section 5:	\$ 28,473.80	\$ 26,133.64
Section 6:	\$ 41,848.16	\$ 40,035.36
Section 7:	\$ 18,114.49	\$ 22,632.39
Section 8:	\$ 22,716.58	\$ 22,282.08
Section 9:	\$ 20,042.80	\$ 18,671.05
Section 10:	\$ 14,993.46	\$ 15,105.96
Section 11:	<u>\$ 14,346.46</u>	<u>\$ 12,834.36</u>
Total Bid:	\$780,127.95	\$745,042.37

cc: Keith Kurz, Interim Public Works Director
Patrick Brown, Finance Director
Tim Golka, Engineer I

Catrina DeLosh, Admin. Cord. PW
Stacy Nonhof, Purchasing Agent
Laura McAloon, Interim City Administrator

P2425

R E S O L U T I O N 2023-43

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project No. 2023-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on February 21, 2023 bids were received, opened, and reviewed; and

WHEREAS, Gary Smith Construction Co., Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$738,832.37.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$738,832.37 for Asphalt Maintenance Project No. 2023-AC-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-9

#2023-44 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2023

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 28, 2023

Subject: Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2023

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

Background

On January 25, 2023 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the 2023 calendar year. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

Discussion

One (1) bids was received and opened on February 21, 2022. The bid submitted is in compliance with the contract, plans, and specifications with no exceptions. A summary of the bid received is below.

Bidder	Bid Price
The Diamond Engineering Co. of Grand Island, NE	\$868,122.50

The Diamond Engineering Co. of Grand Island, Nebraska provided the lowest responsible bid in the amount of \$868,122.50.

This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2023/2024, the scope of work for this contract will be scaled down accordingly.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract to The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$868,122.50.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 21, 2023 at 2:30 p.m.
FOR: Concrete & Pavement Storm Sewer Repair 2023 – Various Locations
DEPARTMENT: Public Works
ESTIMATE: \$950,000.00
FUND/ACCOUNT: 21033506
PUBLICATION DATE: January 25, 2023
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder: Diamond Engineering Co.
Grand Island, NE
Bid Security: Universal Surety Co.
Exceptions: None
Bid Price: \$868,122.50

cc: Keith Kurz, Interim Public Works Director
Patrick Brown, Finance Director
Shannon Callahan, Street Superintendent

Catrina DeLosh, PW Admin. Coordinator
Stacy Nonhof, Purchasing Agent
Laura McAloon, Interim City Administrator

P2422

RESOLUTION 2023-44

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2023, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 21, 2023 bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount \$868,122.50.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, Nebraska, in the amount of \$868,122.50 for Concrete Pavement and Storm Sewer Repairs 2023 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-10

#2023-45 - Approving Purchase of One (1) New F150, Four-Wheel Drive Pick-up for the Streets Division of the Public Works Department

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 28, 2023

Subject: Approving Purchase of One (1) New F150, Four-Wheel Drive Pick-up for the Streets Division of the Public Works Department

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

Background

The Streets Division of the Public Works Department budgeted funds in fiscal year 2022/2023 for one (1) new ½ ton, four-wheel drive pick-up.

The new unit will be used as the primary vehicle for sign repairs as this is a high per year mileage unit. The vehicle currently used for sign repairs will be rotated down to a general work truck used for underground locates, inspections, and staff transporting.

The pickup being replaced is, Unit 200, a 1999 Ford F-150 with 117,786 miles and a repair cost to purchase price ratio of 0.92. The vehicle will be offered to other Divisions before being sold at auction. Pictures and inspection form are attached.

Discussion

The vehicle specifications awarded under State of Nebraska Contract No. 15731 OC to Anderson Ford of Lincoln, Nebraska meet all of the requirements for the Streets Division. The purchase price of the new Ford F150 regular cab with four-wheel drive under the State of Nebraska Contract will be \$41,298.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a New F150, Four-Wheel Drive pickup using the State of Nebraska Contract No. 15731 OC awarded to Anderson Ford of Lincoln, Nebraska for a purchase price \$41,298.00.

Sample Motion

Move to approve the resolution

UNIT 200



200

VEHICLE INSPECTION FORM

YEAR <u>1999</u> MAKE <u>Ford</u> MODEL <u>F-150</u>		ENG. SIZE _____ <input type="checkbox"/> SOHC <input type="checkbox"/> DIESEL <input type="checkbox"/> DRV <input type="checkbox"/> TRANS <input type="checkbox"/> AUTO <input type="checkbox"/> MAN	
VIN <u>1FTRX18K0XW032915</u>		Hubcap Missing <u>Y/N</u> Windshield Cracked <u>Y/N</u> Scratches & Dents <u>Y/N</u>	
MILEAGE <u>111729</u>		LIC # _____ STATE INSPECTION DUE _____ Month/Year	

MAINTENANCE SERVICES/STARTING				TIRES AND TIRE MAINTENANCE			
INSPECT:	VISUAL:	OK	SUG	REQ	SCHED MAINT:	WHY RECOMMENDED:	TIRE SIZE:
WIPER BLADES	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		<u>F</u>
HEAD LIGHTS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		<u>R</u>
MINI LIGHTS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
AIR FILTER	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
CABIN AIR FILTER	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
PCV VALVE	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
WASHER FLUID	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
OIL LEVEL	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
POWER STR. FLUID LEVEL	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
MASTER CYL. FLUID LEVEL	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
BRAKE FLUID FLUSH	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
TRANS. SERVICE	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
COOLANT LEVEL FLUSH	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
BELTS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
BATTERY TEST	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
BATTERY ACCESSORIES	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
BATTERY	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
START/CHARGE TEST	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
BELT TENSIONER	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
SPARK PLUGS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
FUEL FILTER	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
IGNITION WIRES	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
VALVE COVER GASKET	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
POWER STR. HOSE	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		
TIMING BELT	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR		

STEERING AND SUSPENSION				BRAKE INSPECTION			
INSPECT:	VISUAL:	OK	SUG	REQ	WHY RECOMMENDED:	INSPECT:	VISUAL:
U-JOINT	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	FRONT PADS	<input checked="" type="checkbox"/>
IDLER/PITMAN ARM	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	FRONT CALIPERS	<input checked="" type="checkbox"/>
CENTER LINK	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	FRONT ROTORS	<input checked="" type="checkbox"/>
BUSHINGS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR PADS	<input checked="" type="checkbox"/>
LINK PINS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR CALIPERS	<input checked="" type="checkbox"/>
TIE ROD ENDS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR ROTORS	<input checked="" type="checkbox"/>
BALL JOINTS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR PADS	<input checked="" type="checkbox"/>
RACK & PINION ASSEMBLY	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR CALIPERS	<input checked="" type="checkbox"/>
CV BOOTS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR ROTORS	<input checked="" type="checkbox"/>
CV JOINTS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR PADS	<input checked="" type="checkbox"/>
STRUTS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR CALIPERS	<input checked="" type="checkbox"/>
SHOCKS	<input checked="" type="checkbox"/>				<input type="checkbox"/> FRONT <input type="checkbox"/> REAR	REAR ROTORS	<input checked="" type="checkbox"/>

IMPROVED PERFORMANCE RECOMMENDATIONS	
BRAKE FLUSH	EVERY 2 YEARS / EVERY TIME BRAKES ARE RELINED
POWER STR. FLUSH	EVERY 50K
FUEL SYSTEM SERVICE	EVERY 12K
TRANS. FLUSH	EVERY 1-2 YEARS
WHEEL ALIGNMENT	EVERY 6 MONTHS
COOLANT FLUSH	EVERY 1-2 YEARS
WHEEL BALANCE	EVERY ROTATION (CHECK ONE WHEEL)

NOTES	
OK	REPAIR/REPLACEMENT SUGGESTED
Checked & Acceptable	1 Close to end of useful life 2 Address customer request/need/convenience 3 Comply with manufacturer recommendation 4 Technician recommendation from experience
	REPAIR/REPLACE REQUIRED
	A No longer perform intended purpose B Does not meet design specification C Missing

Notes:

Front bumper is rusted and has a small hole on left side. Right quarter panel has rust at the bottom. Passenger door has rust at bottom of it. Passenger rear door has rust on the bottom of it. Truck bed has rust on bottom of it and has rust holes in the corners, right side under tail light lens has a dent. Rear bumper is rusting and chrome is peeling. Driver rear door has rust on the bottom. Driver door had rust on the bottom and a small crack by the rear side of the window frame. Interior ceiling is falling down. Driver seat is cracking and coming apart. Rear seat has some black marks on them. Brake pedal cover is worn on the right side. Missing owner's manual. Glove box difficult to close. Horn intermittent works. Both valve covers have leaks. Fan belt is starting to crack. Power steering pump is leaking and the cooling hoses are leaking. Front shocks are starting to leak. Tie rod end boots are cracked. Rear differential pinion seal is leaking. Spare tire missing, and all tires are starting to weather check.

R E S O L U T I O N 2023-45

WHEREAS, the Streets Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2022/2023 fiscal year; and

WHEREAS, the State of Nebraska Contract No. 15731 OC meets all equipment specifications and all statutory bidding requirements; and

WHEREAS, the State of Nebraska awarded said contract to Anderson Ford of Lincoln, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for a New F150 Four-Wheel Drive pickup in the amount of \$41,298.00 from Anderson Ford of Lincoln, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-11

#2023-46 - Approving Acquisition of Public Right-of-Way for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Sagewood Phase II, LLC- 1921 Sagewood Avenue)

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

Staff Contact: Keith Kurz PE, Interim Public Works Director

RESOLUTION 2023-46

WHEREAS, public right-of-way is required by the City of Grand Island for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4, from property described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Sagewood Phase II, LLC	<p>A TRACT OF LAND CONSISTING OF PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°36'02"E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 693.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N89°58'32"W A DISTANCE OF 45.56 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE N00°35'44"W A DISTANCE OF 122.23 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 1303.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 270.30 FEET AND A CHORD BEARING N06°32'19"W FOR A DISTANCE OF 269.82 FEET; THENCE N12°28'53"W A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 653.50 FEET; A DELTA ANGLE OF 5°56'24", AN ARC LENGTH OF 67.75 FEET AND A CHORD BEARING N15°27'05"W FOR A DISTANCE OF 67.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 209.32 FEET, A DELTA ANGLE OF 8°07'32", AN ARC LENGTH OF 29.68 FEET AND A CHORD BEARING N14°21'32"W FOR A DISTANCE OF 29.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S89°59'50"E A DISTANCE OF 137.17 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 52,627 SQUARE FEET MORE OR LESS.</p>	\$140,000.00

Total= \$140,000.00

WHEREAS, an agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tract of land.

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

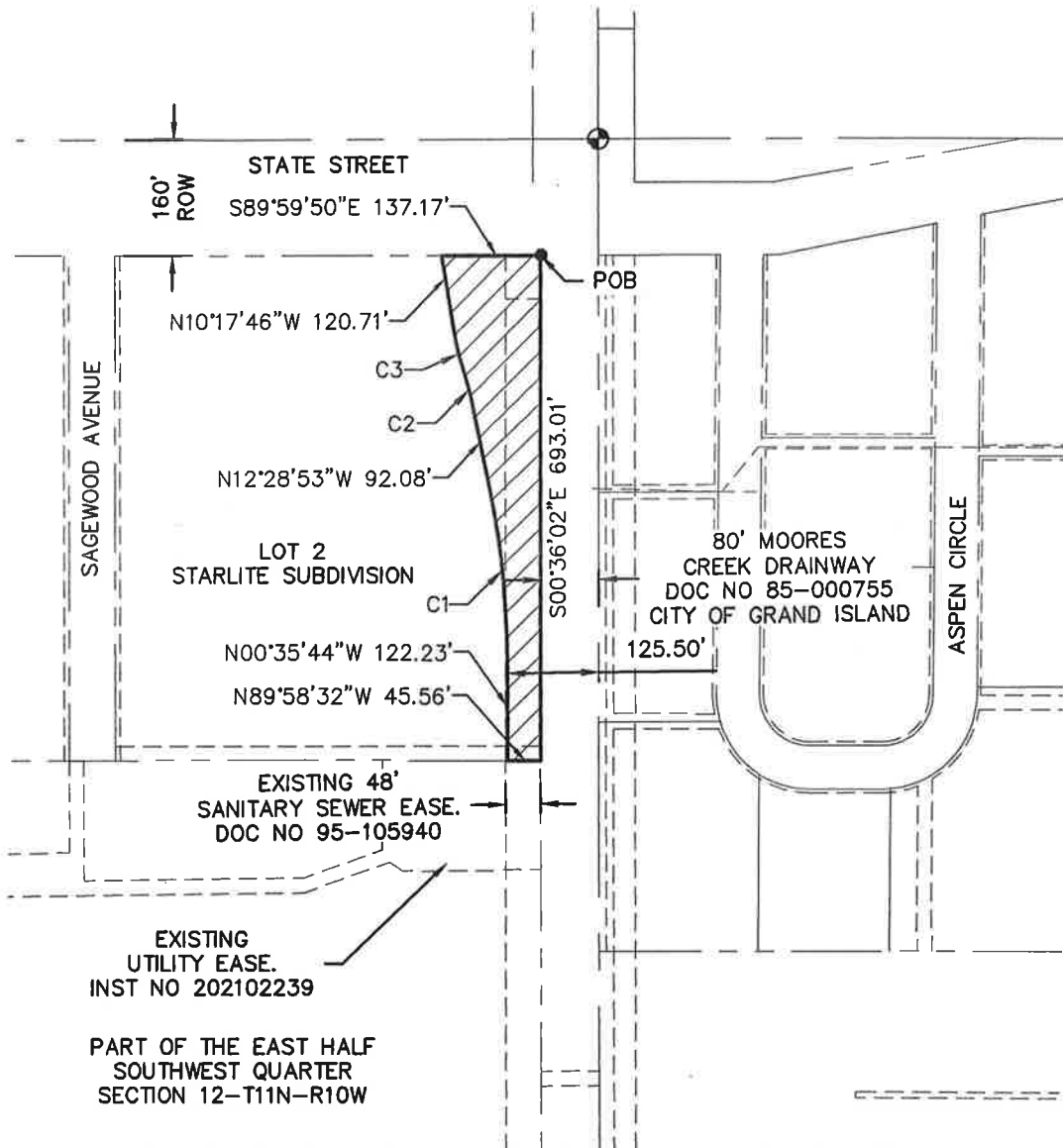
Attest:

RaNae Edwards, City Clerk

- 2 -

RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
DIERS AVENUE / CLAUDE ROAD PAVING IMPROVEMENTS



CURVE TABLE

ID	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1303.00'	11°53'09"	270.30'	N06°32'19"W	269.82'
C2	653.50'	5°56'24"	67.75'	N15°27'05"W	67.72'
C3	209.32'	8°07'32"	29.68'	N14°21'32"W	29.66'

LEGEND

- SET CORNER (PROPERTY CORNER)
- FOUND CORNER (AS NOTED)
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- RIGHT OF WAY BOUNDARY LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE



olsson

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

EXHIBIT

4

RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
DIERS AVENUE / CLAUDE ROAD PAVING IMPROVEMENTS

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°36'02"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 693.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N89°58'32"W A DISTANCE OF 45.56 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE N00°35'44"W A DISTANCE OF 122.23 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 1303.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 270.30 FEET AND A CHORD BEARING N06°32'19"W FOR A DISTANCE OF 269.82 FEET; THENCE N12°28'53"W A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 653.50 FEET, A DELTA ANGLE OF 5°56'24", AN ARC LENGTH OF 67.75 FEET AND A CHORD BEARING N15°27'05"W FOR A DISTANCE OF 67.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 209.32 FEET, A DELTA ANGLE OF 8°07'32", AN ARC LENGTH OF 29.68 FEET AND A CHORD BEARING N14°21'32"W FOR A DISTANCE OF 29.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S89°59'50"E A DISTANCE OF 137.17 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 52,627 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____ UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING SURVEY RECORD THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND OR PLACED AT ALL PROPERTY CORNERS; THAT THE DIMENSIONS OF THE TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST
NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

WG: F:\2021\07001-07500\021-07494\40-Design\Exhibits\ROW & Easement\Exhibits\NORTH ROW_021-07494.dwg
ATE: Jul 01, 2022 11:49am XREFS: V_XTOPO_LDP_02107494 V_XRWAY_LDP_02107494 USER: zloomis

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
		1



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-12

#2023-47 - Approving Temporary Construction Easement for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Sagewood Phase II, LLC- 19121 Sagewood Avenue)

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: February 28, 2023

Subject: Approving Temporary Construction Easement for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Sagewood Phase II, LLC- 19121 Sagewood Avenue)

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

Background

The Claude Road; Faidley Avenue to State Street project is for the addition and improvement of several roadways in the City of Grand Island. It is anticipated that these projects will occur over several years at a pace dictated by budgets, development growth and need. A Claude Road extension from just north of Faidley Avenue to State Street is the major focus of this project. It is desired to build this roadway and several connections to Diers Avenue guided by an existing City of Grand Island concept plan. This project will allow for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. The Diers Avenue improvements would be the second component to this project. Also associated with this project is the potential for improvements to the Highway 281 and 30 corridors adjacent to the other project areas. These improvements would focus on creating north and southbound left-turn lane offsets as well as right turn lanes to exit from the highway. This portion of the project could involve potential application of NDOT safety funds and would involve coordination with NDOT throughout the project.

The Public Works Department is proposing a concrete curb and gutter roadway section along with sidewalk, traffic control, drainage and all other associated improvements needed to complete the project.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed for the new Claude Road section from the proposed 18th Street, which is scheduled to be built this spring, to State Street.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement area.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Cost</i>
Sagewood Phase II, LLC	<p>A TEMPORARY EASEMENT CONSISTING OF PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE AN ASSUMED BEARING OF N89°59'50"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 137.17 FEET TO THE POINT OF BEGINNING; THENCE S10°17'46"E A DISTANCE OF 120.71 FEET TO A POINT OF CURVATURE; THENCE AROUND CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 209.32 FEET, A DELTA ANGLE OF 08°07'32", AN ARC LENGTH OF 29.68 FEET AND A CHORD BEARING S14°21'32"E FOR A DISTANCE OF 29.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 653.50 FEET, A DELTA ANGLE OF 05°56'24", AN ARC LENGTH OF 67.75 FEET AND A CHORD BEARING S15°27'05"E FOR A DISTANCE OF 67.72 FEET; THENCE S12°28'53"E A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 1303.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 270.30 FEET AND A CHORD BEARING S06°32'19"E FOR A DISTANCE OF 269.82 FEET; THENCE S00°35'44"E A DISTANCE OF 122.23 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE N89°58'32"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET; THENCE N00°35'44"W A DISTANCE OF 122.12 FEET TO A POINT OF CURVATURE THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 1293.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 268.23 FEET AND A CHORD BEARING N06°32'19"W FOR A DISTANCE OF 267.75 FEET; THENCE N12°28'53"W A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 643.50 FEET, A DELTA ANGLE OF 05°56'24", AN ARC LENGTH OF 66.71 FEET AND A CHORD BEARING N15°27'05"W FOR A DISTANCE OF 66.68 FEET; THENCE N25°12'33"W A DISTANCE OF 66.84 FEET; THENCE N10°17'46"W A DISTANCE OF 91.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S89°59'50"E ALONG SAID NORTH LINE A DISTANCE OF 25.41 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 8,818 SQUARE FEET MORE OR LESS.</p>	\$2,400.00

Total= \$2,400.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4, in the total amount of \$2,400.00.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2023-47

WHEREAS, a temporary construction easement is required by the City of Grand Island, from property described below to construct Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Cost</i>
Sagewood Phase II, LLC	<p>A TEMPORARY EASEMENT CONSISTING OF PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE AN ASSUMED BEARING OF N89°59'50"W ALOLNG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 137.17 FEET TO THE POINT OF BEGINNING; THENCE S10°17'46"E A DISTANCE OF 120.71 FEET TO A POINT OF CURVATURE; THENCE AROUND CURVE IN A COUTERCLOCKWISE DIRECTION HAVING A RADIUS OF 209.32 FEET, A DELTA ANGLE OF 08°07'32", AN ARC LENGTH OF 29.68 FEET AND A CHORD BEARING S14°21'32"E FOR A DISTANCE OF 29.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 653.50 FEET, A DELTA ANGLE OF 05°56'24", AN ARC LENGTH OF 67.75 FEET AND A CHORD BEARING S15°27'05"E FOR A DISTANCE OF 67.72 FEET; THENCE S12°28'53"E A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 1303.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 270.30 FEET AND A CHORD BEARING S06°32'19"E FOR A DISTANCE OF 269.82 FEET; THENCE S00°35'44"E A DISTANCE OF 122.23 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE N89°58'32"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET; THENCE N00°35'44"W A DISTANCE OF 122.12 FEET TO A POINT OF CURVATURE THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 1293.00 FEET, A DETLA ANGLE OF 11°53'09", AN ARC LENGTH OF 268.23 FEET AND A CHORD BEARING N06°32'19"W FOR A DISTANCE OF 267.75 FEET; THENCE N12°28'53"W A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 643.50 FEET, A DELTA ANGLE OF 05°56'24", AN ARC LENGTH OF 66.71 FEET AND A CHORD BEARING N15°27'05"W FOR A DISTANCE OF 66.68 FEET; THENCE N25°12'33"W A DISTANCE OF 66.84 FEET; THENCE N10°17'46"W A DISTANCE OF 91.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S89°59'50"E ALONG SAID NORTH LINE A DISTANCE OF 25.41 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 8,818 SQUARE FEET MORE OR LESS.</p>	\$2,400.00

Total= \$44,710.00

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

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

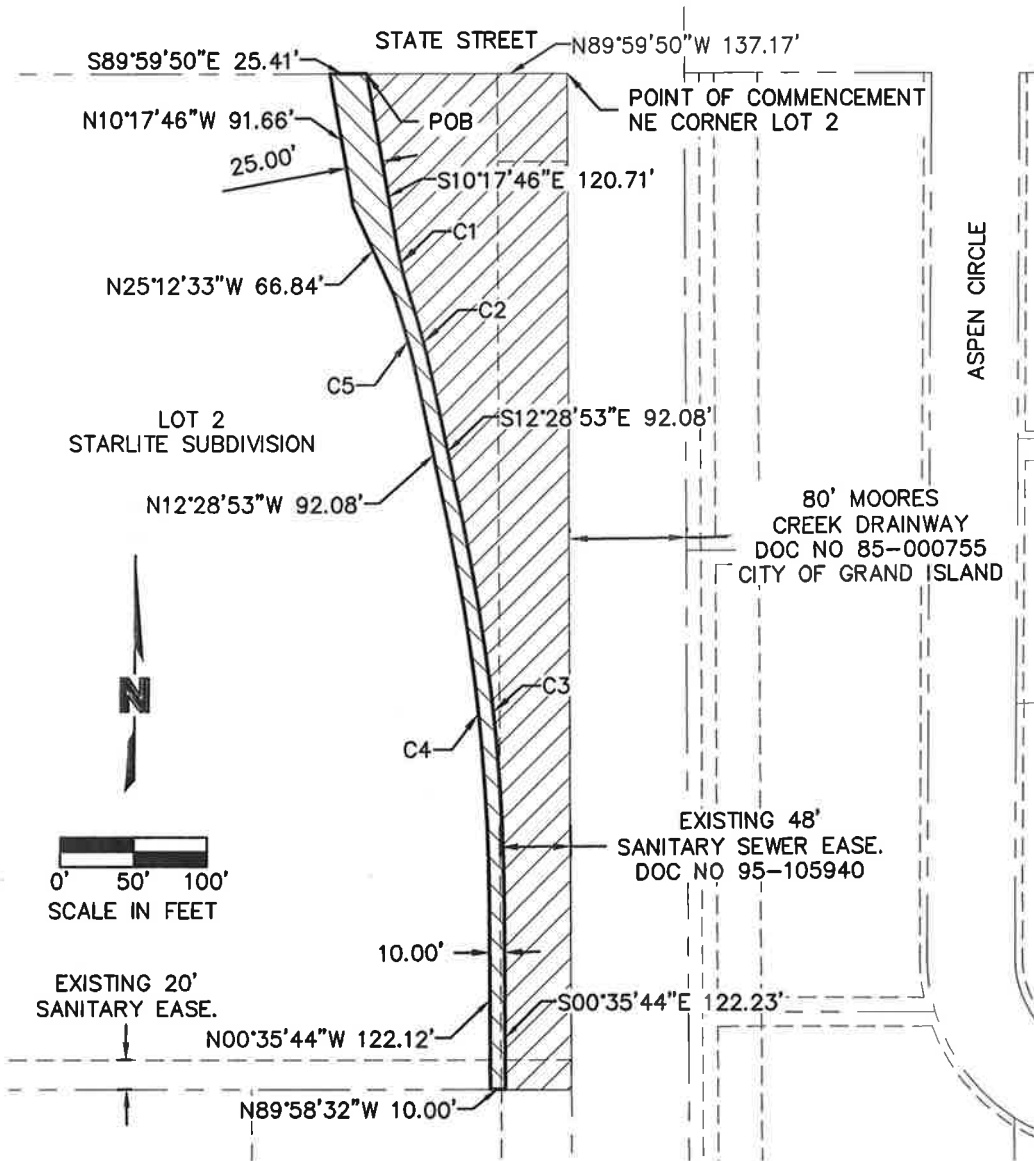
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

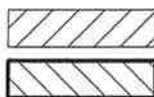
TEMPORARY EASEMENT

LOT 2 STARLITE SUBDIVISION
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
DIERS AVENUE / CLAUDE ROAD PAVING IMPROVEMENTS



CURVE TABLE

ID	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	209.32	008°07'32"	29.68	S14°21'32"E	29.66
C2	653.50	005°56'24"	67.75	S15°27'05"E	67.72
C3	1303.00	011°53'09"	270.30	S06°32'19"E	269.82
C4	1293.00	011°53'09"	268.23	N06°32'19"W	267.75
C5	643.50	005°56'24"	66.71	N15°27'05"W	66.68



PROPOSED R.O.W.

PROPOSED TEMPORARY EASEMENT

olsson

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

EXHIBIT

1

USER: zloomis
 DWG: C:\Temp\AcPublish_10876\HERITAGE NORTH_TE_021-07494.dwg
 DATE: Jul 25, 2022 7:08am
 XREFS: V_XRWAY_LDP_02107494

TEMPORARY EASEMENT

LOT 2 STARLITE SUBDIVISION
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
DIERS AVENUE / CLAUDE ROAD PAVING IMPROVEMENTS

EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF PART OF LOT 2 OF STARLITE SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE AN ASSUMED BEARING OF N89°59'50"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 137.17 FEET TO THE POINT OF BEGINNING; THENCE S10°17'46"E A DISTANCE OF 120.71 FEET TO A POINT OF CURVATURE; THENCE AROUND CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 209.32 FEET, A DELTA ANGLE OF 08°07'32", AN ARC LENGTH OF 29.68 FEET AND A CHORD BEARING S14°21'32"E FOR A DISTANCE OF 29.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 653.50 FEET, A DELTA ANGLE OF 05°56'24", AN ARC LENGTH OF 67.75 FEET AND A CHORD BEARING S15°27'05"E FOR A DISTANCE OF 67.72 FEET; THENCE S12°28'53"E A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 1303.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 270.30 FEET AND A CHORD BEARING S06°32'19"E FOR A DISTANCE OF 269.82 FEET; THENCE S00°35'44"E A DISTANCE OF 122.23 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE N89°58'32"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET; THENCE N00°35'44"W A DISTANCE OF 122.12 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 1293.00 FEET, A DELTA ANGLE OF 11°53'09", AN ARC LENGTH OF 268.23 FEET AND A CHORD BEARING N06°32'19"W FOR A DISTANCE OF 267.75 FEET; THENCE N12°28'53"W A DISTANCE OF 92.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 643.50 FEET, A DELTA ANGLE OF 05°56'24", AN ARC LENGTH OF 66.71 FEET AND A CHORD BEARING N15°27'05"W FOR A DISTANCE OF 66.68 FEET; THENCE N25°12'33"W A DISTANCE OF 66.84 FEET; THENCE N10°17'46"W A DISTANCE OF 91.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S89°59'50"E ALONG SAID NORTH LINE A DISTANCE OF 25.41 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 8,818 SQUARE FEET MORE OR LESS.

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DATE: Jul 25, 2022 7:08am
USER: zloomis
XREFS: V_XRWAY_LDP_02107494

olsson

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

EXHIBIT

1



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-13

#2023-48 - Approving Purchase of a New 14' Vee Box Bulk Salt Spreader for the Streets Division of the Public Works Department

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 28, 2023

Subject: Approving Purchase of a new 14' Vee Box Bulk Salt Spreader for the Streets Division of the Public Works Department

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

Background

The Streets Division's Ice Control Operation is performed by spreading salt and other granular products on the roadway to reduce slick conditions for motorists and provide safer roadways during winter weather. This operation impacts a large percentage of roadway users and is very time sensitive.

The spreading of salt is performed by trucks outfitted with bulk salt spreaders. Prior to 2020 the Streets Division had only four salt trucks to complete ice control on the major roadways. With the growth of the City these four trucks were taking a long time to treat all the required roadways. In 2020, a fifth salt truck was added to the operation by means of using a large dump truck with tailgate salt spreader. A salting route was created specifically for this unit as it has a larger capacity than the other units and therefore can travel farther before needing to be reloaded with salt. The highest priority roadway for this unit's route is Webb Road with average traffic counts between 11,000 and 15,000 vehicles per day.

The dump truck with tailgate salt spreader was set up as a trial since all the other units have vee box spreaders. Salt is fed into the tailgate spreader by means of gravity in which the box on the dump truck must be raised as the truck is being driven. In contrast, the vee box spreaders have a conveyor belt system that feeds the spreader without the need to raise a dump box. The tailgate spreader is less expensive to purchase and install so the trial was used to determine if this would work for the City moving forward.

Tailgate Spreader Example



Vee Box Spreader Example



The dump truck with tailgate spreader trial has shown that this set up is very difficult to use within the City. The height the dump body can be raised in town is limited by the number of overhead power lines, overhead cables, and traffic signals. This limitation has led to issues with salt being fed into the spreader causing inconsistent spreading and issues with salt clumping and sticking to the dump body. Once the salt begins to clump as it is fed to the spreader, the spreader will leave large piles of wasted salt instead of spreading evenly. Often times, the operator has to stop and manually unclog the spreader when working the route which takes up valuable time and is unsafe.

Therefore, the Streets Division is recommending replacing the tailgate salt spreader setup with a vee box spreader. There are funds available in the 2022/2023 budget for a new 14' Vee Box Bulk Salt Spreader because of a \$72,000 cost savings from purchasing a front

end loader opposed to a motor grader (approved by City Council on December 20, 2022, via Resolution No. 2022-357).

Discussion

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

To meet competitive bidding requirements, the Streets Division obtained pricing from the (NJPA) Sourcewell Contract No. 080818-HPI awarded to Henderson Products, Inc. of Manchester, Iowa.

Per the Sourcewell Contract No. 080818-HPI the price for the new 14' Vee Box Bulk Salt Spreader, that meets the City's requirements, will be \$34,288.20 with an estimated freight cost of \$2,000.00 for a net purchase price of \$36,288.20.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a new 14' Vee Box Bulk Salt Spreader from Henderson Products, Inc. of Manchester, Iowa for a net purchase price of \$36,288.20.

Sample Motion

Move to approve the purchase of a new 14' Vee Box Bulk Salt Spreader from Henderson Products, Inc. of Manchester, Iowa for a net purchase price of \$36,288.20.

RESOLUTION 2023-48

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance, cooperative purchasing group was utilized to secure competitive bids for a new 14' Vee Box Bulk Salt Spreader by the Streets Division of the Public Works Department; and

WHEREAS, Sourcewell Contract No. Sourcewell Contract No. 080818-HPI was awarded to Henderson Products, Inc. of Manchester, Iowa; and

WHEREAS, the Public Works Department has recommended the purchase of a new 14' Vee Box Bulk Salt Spreader for a purchase price of \$34,288.20 and an estimated freight cost of \$2,000.00 for a net purchase price \$36,288.20.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment for the new 14' Vee Box Bulk Salt Spreader from Henderson Products, Inc. of Manchester, Iowa is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-14

#2023-49 - Approving Award of Professional Engineering Consulting Services for Storm Water Modeling Project

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: February 28, 2023

Subject: Approving Award of Professional Engineering Consulting Services for Storm Water Modeling Project

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for Storm Water Modeling was advertised in the Grand Island Independent on June 22, 2022. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

Over the course of the last several years, Public Works staff has been working to survey and catalog the storm sewer system within the City. One goal of this process was to use that information to analyze the system for performance and to evaluate potential improvements or changes to aid in increased function of the storm sewer system. The first part of the process will more than likely be a small watershed to document the area and develop a model, with potential projects and cost estimates for future planning. Once this initial area is complete, the rest of the City could be evaluated in whole or in parts in a similar manner.

This project could also plan, design and build several small projects identified in the above evaluations or evaluate other problems that arise to improve drainage in areas of Grand Island if a yearly budget would allow. If or when projects are developed, smaller projects could be combined into larger projects for bidding and construction. This could be subject to change.

Discussion

Two (2) submittals were received and opened on July 14, 2022, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Olsson, Inc. of Grand Island, Nebraska was deemed able to perform the work required. Negotiations with the selected firm resulted in an agreed upon amount of \$89,400.00 for such services. Initial areas to study are 7th Street and Clark Street, drainage coming into the Locust Street corridor near Anna Street, and drainage near Blaine Street and Stolley Park Road, as well as the adjacent detention cell operation.

Funds for the consulting services are in the approved 2022/2023 Capital Improvement Project budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for Storm Water Modeling Project to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed \$89,400.00.

Sample Motion

Move to approve the resolution authorizing the Mayor to execute a contract with Olsson, Inc. of Grand Island, Nebraska for Storm Water Modeling Project for an amount not to exceed \$89,400.00.

RESOLUTION 2023-49

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Storm Water Modeling Project, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 14, 2022 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code and City staff negotiated a contract price for the work performed at an amount not to exceed \$89,400.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to take all actions necessary to enter into a contract on behalf of the City of Grand Island with Olsson, Inc. of Grand Island, Nebraska for professional engineering consulting services for Storm Water Modeling Project.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-15

**#2023-50 - Approving PGS Coal Combustion Residual (CCR)
Groundwater Services - Task 21**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: February 28, 2023

Subject: PGS - Coal Combustion Residual (CCR) Groundwater Services – Task 21

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

Background

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

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

Discussion

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

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

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

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

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

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

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

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

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

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

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

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

On April 26, 2022, Council approved HDR Engineering to complete Task 19 for the CCR 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00.

On November 22, 2022, Council approved HDR Engineering to complete Task 20 for the CCR Annual Landfill Inspection, Fugitive Dust Annual Control Report, and CCR Generation and Utilization Annual Report for a cost not to exceed \$13,890.00.

Task 21 is being presented for the CCR 2023 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2023, and the 2023 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00.

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

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council authorize HDR Engineering, Inc of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals program CCR Groundwater Services – Task 21 for a fee not to exceed \$40,000.00.

Sample Motion

Move to approve the resolution authorizing the Mayor to authorize HDR Engineering, Inc, of Omaha, Nebraska for Engineering Services for the Platte Generating Station CCR Groundwater Services –Task 21 for a fee not to exceed \$40,000.00.

TASK ORDER 21

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

TASK ORDER NUMBER: 21

PROJECT NAME: CCR 2023 Groundwater Monitoring & Reporting

PART 1.0 PROJECT DESCRIPTION:

The intent of the Scope of Services is to conduct the 2023 annual groundwater sampling, statistical analysis, and reporting required by the Environmental Protection Agency's (EPA) coal combustion residuals (CCR) rule [40 CFR, Part 257] and the Nebraska Department of Environment and Energy (NDEE) Title 132 permit, for the Ash Landfill (CCR unit) at the Platte Generating Station (PGS). Statistically significant increases (SSIs) were detected for boron at MW-3 during verification sampling completed July 31, 2018. An Alternate Source Determination (ASD) evaluation was conducted for the published SSI (dated November 14, 2018) at which point an additional upgradient monitoring well (MW-10) and nine downgradient delineation wells (MW-11 through MW-19) were installed. The ASD evaluation, submitted in the 2018 annual report, confirmed the SSI for the PGS Ash Landfill based on the data available at that time, and the City initiated an assessment monitoring program within the 90-day period specified in 40 CFR §257.95.

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

In 2023, the eight wells in the CCR/Title 132 groundwater monitoring network will continue to be sampled semiannually, in accordance with the assessment monitoring program requirements (40 CFR §257.96(b)) and the Selection of Remedy long-term monitoring.

The scope of services proposed herein continues HDR's groundwater monitoring and reporting program to complete the 2023 semiannual groundwater sampling, annual groundwater statistical analysis, and reporting required by the EPA's CCR rule and the NDEE Title 132 permit for the PGS Ash Landfill. The groundwater reporting will follow the current Title 132 sampling and analysis plan (SAP) and the CCR monitoring well network certification. Our understanding of task objectives, activities, deliverables, key assumptions, and approaches that HDR will use to complete the work is described below.

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

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

Task 100 – Groundwater Field Sampling

1. HDR will conduct groundwater sampling for the analysis of CCR rule Appendix III & Appendix IV constituents at the existing CCR Unit. Groundwater sampling will include two (2) separate sampling events (anticipated to occur in April 2023 and October 2023). During each sampling event, CCR network monitoring wells will be sampled for a total of eight (8) monitoring wells, one (1) duplicate sample, and one (1) field blank sample. This will result in a total of 10 samples analyzed each semiannual sampling event. Two (2) additional samples have been included within this Task Order for stormwater samples. The

stormwater samples will be collected by City staff when deemed appropriate. Analytical costs and coordination with the City have been included in this Task Order.

The spring and fall sampling events are anticipated to take two (2) field personnel one (1) field day to complete and will include the following activities:

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

Task Deliverables:

- None anticipated

Planned Meetings: None anticipated.

Key Understandings:

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

Task 200 – 2023 Spring Reporting

Objective:

Evaluate assessment monitoring data collected during the first 2023 semi-annual sampling event in accordance with 40 CFR §257.96(b) and NDEE Title 132, Chapter 7, Section 005.02 to determine if the PGS Ash Landfill has continued exceedances for existing Appendix IV SSLs above the GWPS or if additional SSLs are detected.

HDR Activities:

HDR will analyze the existing CCR monitoring well data collected as part of the first 2023 semiannual sampling event at the PGS Ash Landfill. Analysis of the data will include the following activities:

1. Upon receiving the laboratory analytical results for the spring 2023 semiannual assessment monitoring event, HDR will review the data, update the facility's database, summarize the sampling event, and perform statistical analysis of the groundwater data in accordance with the facility's most recent SAP and CCR Statistical Method Certification for inclusion in:
 - NDEE Title 132 Spring Groundwater Monitoring Report.

- A technical memorandum with the results of the statistical analysis for assessment monitoring program requirements (40 CFR §257.96(b)) and the Selection of Remedy long-term monitoring will be provided to the City and will be included in the Annual CCR Report. The CCR Rule requires an Annual Groundwater Monitoring & Corrective Action Report; therefore, a CCR report will not be completed for the spring 2023 sampling event.
 - CCR Rule notification letter, if necessary, to be placed in the operating record and on the owner or operator's publicly accessible internet site. The notification letter will be developed, as required by the CCR rule, if a new SSL above the GWPS is detected during the spring 2023 sampling event for any Appendix IV constituents at the certified groundwater monitoring system for the PGS Ash Landfill.
2. HDR will complete a draft of the NDEE Title 132 Spring Groundwater Monitoring Report and provide to the City for review and comment. Comments will be incorporated into the report and final copy will be provided to the City for placement in their operating record (not to be posted to the facility's publicly accessible internet site). The Title 132 Spring Groundwater Monitoring Report will be submitted to NDEE (by HDR on behalf of the City, unless otherwise requested).
 3. HDR will provide copies of notification letters required by the CCR Rule. Notification letters will be prepared in accordance with 40 CFR §257.106. Notifications may include but are not limited to: notification identifying constituents in Appendix IV that were detected statistically above the GWPS (and not previously identified in prior notifications); notification of an ASD evaluation; and notification to the NDEE of placement of information in the operating record and on the publicly accessible website. The City will place the notification letters on their own letterhead and submit to the NDEE and post on the public website, as necessary.
 4. HDR will develop a groundwater contour map for the spring 2023 sampling event to be included in the Title 132 Spring Groundwater Monitoring Report. Groundwater contours will include groundwater flow direction and an estimated flow velocity.

Anticipated Meetings and Site Visits:

It is anticipated that one (1) conference call will be held with the City and HDR to discuss results of the spring 2023 groundwater sampling event, and comments on the draft Title 132 Spring Groundwater Monitoring Report.

Task Deliverables:

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

Key Understandings and Assumptions:

1. HDR will use the SANITAS™ software package, by Sanitas Technologies, Inc., to provide the statistical analysis. Software renewal fees will be required for 2023 and have been included in this Task Order.
2. The NDEE Title 132 Spring Groundwater Monitoring Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The report will be provided in both electronic format and paper copy to the City. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested). HDR will electronically submit the report to NDEE that ensures receipt no later than August 1, 2023.
3. In the event notification letter(s) are required by the CCR rule, the draft notification letter will be provided in electronic format to the City. The City will place the notification on the City's letterhead prior to placement in operating record and posting to the operator's publicly accessible internet site.
4. Pending the results of the spring 2023 groundwater sampling event and statistical analysis, verification sampling and reporting may be required. This Task Order does not include verification sampling. If necessary, an amendment to the scope and fee will be submitted to the City.
5. The scope of this work does not include an ASD or reporting requirements specified under the Corrective Action Monitoring Program in the CCR rule and the NDEE Title 132. In the event a formal ASD or

Corrective Action Monitoring reporting is required, an amendment to the scope and fee will be provided to the City.

Task 300 – 2023 Fall Reporting

Objective:

Evaluate assessment monitoring data collected during the second 2023 semi-annual sampling event in accordance with 40 CFR §257.96(b) and NDEE Title 132, Chapter 7, Section 005.02 to determine if the PGS Ash Landfill has continued exceedances for existing Appendix IV SSLs above the GWPS or if additional SSLs are detected.

HDR Activities:

HDR will analyze the existing CCR monitoring well data collected as part of the second 2023 semiannual sampling event at the PGS Ash Landfill. Analysis of the data will include the following activities:

1. Upon receiving the laboratory analytical results for the fall 2023 semiannual assessment monitoring event, HDR will review the data, update the facility's database, summarize the sampling event, and perform statistical analysis of the groundwater data in accordance with the facility's most recent SAP and CCR Statistical Method Certification for inclusion in:
 - the Annual Groundwater Monitoring & Corrective Action Report, as required by the CCR rule; and
 - NDEE Title 132 Fall Groundwater Monitoring Report.
2. HDR will complete a draft of the Annual Groundwater Monitoring & Corrective Action Report and provide to the City for review and comment. Comments will be incorporated into the report and final copy will be provided to the City for placement in the operating record and on the facility's publicly accessible internet site.
3. HDR will complete a draft of the NDEE Title 132 Fall Groundwater Monitoring Report and provide to the City for review and comment. Comments will be incorporated into the report and final electronic copy will be provided to the City. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested).
4. HDR will provide copies of notification letters required by the CCR Rule. Notification letters will be prepared in accordance with 40 CFR §257.106. Notifications may include but are not limited to: notification identifying constituents in Appendix IV that were detected statistically above the GWPS (and not previously identified in prior notifications); notification of an ASD evaluation; and notification to the NDEE of placement of information in the operating record and on the publicly accessible website. The City will place the notification letters on their own letterhead and submit to the NDEE and post on the public website, as necessary.
5. HDR will develop a groundwater contour map for the fall 2023 sampling event to be included in the Title 132 Fall Groundwater Monitoring Report. Groundwater contours will include groundwater flow direction and an estimated flow velocity.

Anticipated Meetings and Site Visits:

It is anticipated that one (1) conference call will be held with the City and HDR to discuss results of the second 2023 semi-annual sampling event, and the City's comments on the draft Title 132 Fall Groundwater Monitoring Report and the CCR Annual Groundwater Monitoring & Corrective Action Report.

Task Deliverables:

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

- Notification letter(s), if necessary, to be placed on City's letterhead (for placement in the facility's operating record and publicly accessible internet site).

Key Understandings and Assumptions:

1. The NDEE Title 132 Fall Groundwater Monitoring Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The report will be provided in electronic format. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested). HDR will electronically submit the report to NDEE at a date which ensures receipt no later than February 1, 2024.
2. In the event notification letter(s) are required by the CCR rule, the draft notification letter will be provided in electronic format to the City. The City will place the notification on the City's letterhead prior to placement in operating record and posting to the operator's publicly accessible internet site.
3. The Annual Groundwater Monitoring & Corrective Action Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The City will place in their operating record the final version of the Annual Groundwater Monitoring & Corrective Action Report no later than January 31, 2024.
4. The City will post the final version of the Annual Groundwater Monitoring & Corrective Action Report to the facility's publicly accessible internet site no later than 30 days after placement in the operating record (by March 2, 2024).
5. Pending the results of the spring 2023 and/or fall 2023 groundwater sampling events and statistical analyses, verification sampling and reporting may be required. This Task Order does not include verification sampling. If necessary, an amendment to the scope and fee will be submitted to the City.
6. The scope of this work does not include an ASD or reporting requirements specified under the Corrective Action Monitoring Program in the CCR rule and the NDEE Title 132. In the event a formal ASD or Corrective Action Monitoring reporting is required, an amendment to the scope and fee will be provided to the City.

PART 3.0 OWNER'S RESPONSIBILITIES:

1. The City will provide access to the site related to the PGS Ash Landfill.
2. The City will place reports and documents in the facility operating record.
3. The City will post the 2023 Annual Groundwater Monitoring & Corrective Action Report on their CCR website within 30 days of placing report in the facility operating record.
4. The City will place draft notification on City letterhead, finalize, sign, and submit notification to NDEE that the 2023 Annual Groundwater Monitoring & Corrective Action Report was placed in operating record and posted to the CCR website.

PART 4.0 PERIODS OF SERVICE:

Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule outlined below is proposed by HDR based on anticipated approval by April 1, 2023.

CCR 2023 Groundwater Monitoring & Reporting	Start Date	End Date
Contract Award	March 2023	
Task 100 – Groundwater Sampling		
1 st Semi-Annual Groundwater Sampling Event (completed by HDR)	April 2023	April 2023
2 nd Semi-Annual Groundwater Sampling Event (completed by HDR)	October 2023	October 2023
Stormwater Sampling Event(s) (completed by the City)	TBD	TBD
Task 200 – 2023 Spring Reporting		
Statistical Analysis & Draft Title 132 Groundwater Report to the City	May 2023	June 2023
Final Title 132 Groundwater Report to the City	July 2023	July 2023

CCR 2023 Groundwater Monitoring & Reporting	Start Date	End Date
HDR to Submit Final Title 132 Groundwater Report to NDEE	No later than August 1, 2023	
Notification Letter(s), as necessary	TBD	TBD
Task 300 – 2023 Fall Reporting		
Statistical Analysis & Draft Title 132 & CCR Annual Groundwater Reports to the City	Nov. 2023	Jan. 2024
Final Title 132 & CCR Annual Groundwater Reports to the City	Jan. 2024	Jan. 2024
City to Place CCR Annual Report in Operating Record	No later than January 31, 2024	
City to Place CCR Annual Report on CCR website	No later than March 2, 2024	
HDR to Submit Final Title 132 Groundwater Report to NDEE	No later than February 1, 2024	
Notification Letter(s), as necessary	TBD	TBD

PART 5.0 PAYMENTS TO ENGINEER:

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

Task Description		Estimated Total Fee
Task 100	Groundwater Field Sampling (2 Events)	\$19,500
Task 200	2023 Spring Reporting	\$9,000
Task 300	2023 Fall Reporting	\$11,500
TOTALS		\$40,000

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

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

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

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

This Task Order is executed this _____ day of _____, 2023.

CITY OF GRAND ISLAND, NE

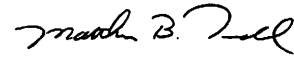
HDR ENGINEERING, INC.

"OWNER"

"ENGINEER"

BY:

BY:



NAME:

NAME:

Matthew B. Tondl

TITLE:

TITLE:

Senior Vice President

ADDRESS:

ADDRESS:

1917 S 67th St
Omaha, NE 68106

RESOLUTION 2023-50

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

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

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

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

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

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

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

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

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

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

WHEREAS, on September 22, 2020, Council approved Task 16 for the CCR

Approved as to Form	□ _____
February 24, 2023	□ City Attorney

Groundwater Services for the CCR Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00; and

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

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

WHEREAS, on April 26, 2022, Council approved HDR Engineering to complete Task 19 for the CCR 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00; and

WHEREAS, on November 22, 2022, Council approved HDR Engineering to complete Task 20 for the CCR Annual Landfill Inspection, Fugitive Dust Annual Control Report, and CCR Generation and Utilization Annual Report for a cost not to exceed \$13,890.00; and

WHEREAS, Task 21 is being presented for the CCR 2023 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2023, and the 2023 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00; and

WHEREAS, to ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with Task 21 for the 2023 Groundwater Monitoring and Reporting, and CCR Generation and the 2023 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Task 21 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$40,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-16

**#2023-51 - Approving Emergency Procurement of Burdick Station
CO2 Fire Suppression System**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: February 28, 2023

Subject: Approving Emergency Procurement of Burdick
Generating Station CO2 Fire Suppression System

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

Background

Burdick Generating Station's oldest generating unit, GT1, is Grand Island's black start unit, meaning it can be started when no outside power is available, and can be used to start Grand Island's other units, Platte Generating Station and Burdick's GT2 and GT3, and restore electric service to the City in the extreme situation of a regional event. GT1 is also part of the generation portfolio used to meet the minimum generation capacity requirements of the regional electric system operator, the Southwest Power Pool, for the City's load demand. Each year, the generating units are required to be tested at full load to show they are operational and can be included as part of our generation capacity. This testing must be completed by May 1st, 2023, and not meeting this date could require the Department to procure temporary capacity from outside parties to meet City load requirements.

GT1 is protected with a carbon dioxide fire suppression system that has recently failed inspection and testing. The system is the original from 1968 and the Department's insurance carrier, FM Global, is requiring that a new system meeting current standards must be installed.

The normal process specified by City procurement procedures require a minimum of four weeks to formally bid and award the contract, with four weeks to design the CO2 system, and four weeks to build, install, and commission.

Discussion

To avoid a possible disruption of public utility services, the Department requests to use Section 27-13, Emergency Procurements, of the city code. Bids for the system would be solicited from known vendors and ratified by Council at a subsequent meeting, but work would proceed in a timely manner to restore operation of GT1 and allow performing the

capacity test by the required date. The total cost of the replacement of the fire suppression system has been estimated not to exceed \$200,000.00.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the use of Section 27-13 Emergency Procurement to replace the fire suppression system at Burdick Generating Station for a cost not to exceed \$200,000.00.

Sample Motion

Move to approve the use of Section 27-13 Emergency Procurement to replace the fire suppression system not to exceed \$200,000.00.

RESOLUTION 2023-51

WHEREAS, the Burdick Generating Station's CO2 fire suppression system failed in January and GT1 can no longer be operated until it is restored; and

WHEREAS, to follow the formal bidding process and allow for time to build, install and commission a new system would not allow for required testing on the generation capacity by the due date of May 1, 2023; and

WHEREAS, the Utilities Department requests to use Section 27-13 Emergency Procurement to replace the fire suppression system at Burdick Generating Station for a cost not to exceed \$200,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Utilities Department can use Section 27-13 Emergency Procurement to replace the fire suppression system not to exceed \$200,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 24, 2023	▣ City Attorney



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-17

#2023-52 - Approving Bid Award for Water Main Project 2023-W-1

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: February 28, 2023

Subject: Water Main Project 2023-W-1 18th Street and Indiana Avenue

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The contract for Water Main Project 2023-W-1 involves the installation of approximately 765 linear feet of 6" diameter ductile-iron water main by trenchless construction; also, water service connections, pavement removal and restoration. The work will replace the existing water main within 18th Street and Indiana Avenue which has been subject to multiple breaks over its lifetime.

Discussion

Bidding documents were advertised in accordance with City Procurement Codes. Three bids were received and publicly opened at 2:00 p.m. on February 9, 2023.

Tabulated below is the Evaluated Bid amount from each of the bidders:

Bidder	Bid Security	Exceptions	Evaluated Bid
The Diamond Engineering Co. Grand Island, NE	Universal Surety Co.	Completion 11/1/2023	\$286,317.63
Van Kirk Brothers Contracting Sutton, NE	Universal Surety Co.	Completion 5/31/2024	\$267,729.75
Myers Construction, Inc. Broken Bow, NE	United Fire & Casualty Co.	None	\$299,625.61
Myers Construction, Inc. Broken Bow, NE		Negotiated Price	\$285,378.13

All bids were reviewed and evaluated. The bids from The Diamond Engineering Co. and Van Kirk Brothers Contracting both took exception to the Contract completion date of 8/11/2023. Additionally, both Myers Construction, Inc. and Diamond Engineering Co. exceeded the 5% threshold from the Engineers Estimate.

As allowed by City code, the Department entered negotiations with Myers Construction, Inc., as the lowest compliant bidder. Using adjustments with bid unit price costs for traffic control and pipe, a price of \$285,378.13 was agreed upon as to not exceed five per cent of the Engineer's Estimate of \$272,000.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract to the lowest compliant bidder, Myers Construction, Inc., of Broken Bow, Nebraska, in the negotiated contract price amount of \$285,378.13.

Sample Motion

Move to approve the resolution authorizing the Mayor to execute a contract with Myers Construction, Inc., of Broken Bow, Nebraska, for the construction of Water Main Project 2023-W-1 in the amount of \$285,378.13.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 9, 2023 at 2:00 p.m.
FOR: Water Main Project 2023-W-1
DEPARTMENT: Utilities
ESTIMATE: \$272,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: January 25, 2023
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Diamond Engineering Company</u> Grand Island, NE	<u>Van Kirk Bros. Contracting</u> Sutton, NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	Noted	Noted
Bid Price:		
Sales Tax:	\$ 7,480.00	\$ 7,153.88
Materials Cost:	\$ 99,750.00	\$ 95,385.00
Services Cost:	<u>\$179,087.63</u>	<u>\$165,190.87</u>
Total Bid:	\$286,317.63	\$267,729.75

Bidder:	<u>Myers Construction, Inc.</u> Broken Bow, NE
Bid Security:	United Fire & Casualty Co.
Exceptions:	None
Bid Price:	
Sales Tax:	\$ 9,521.35
Materials Cost:	\$126,951.37
Services Cost:	<u>\$163,152.89</u>
Total Bid:	\$299,625.61

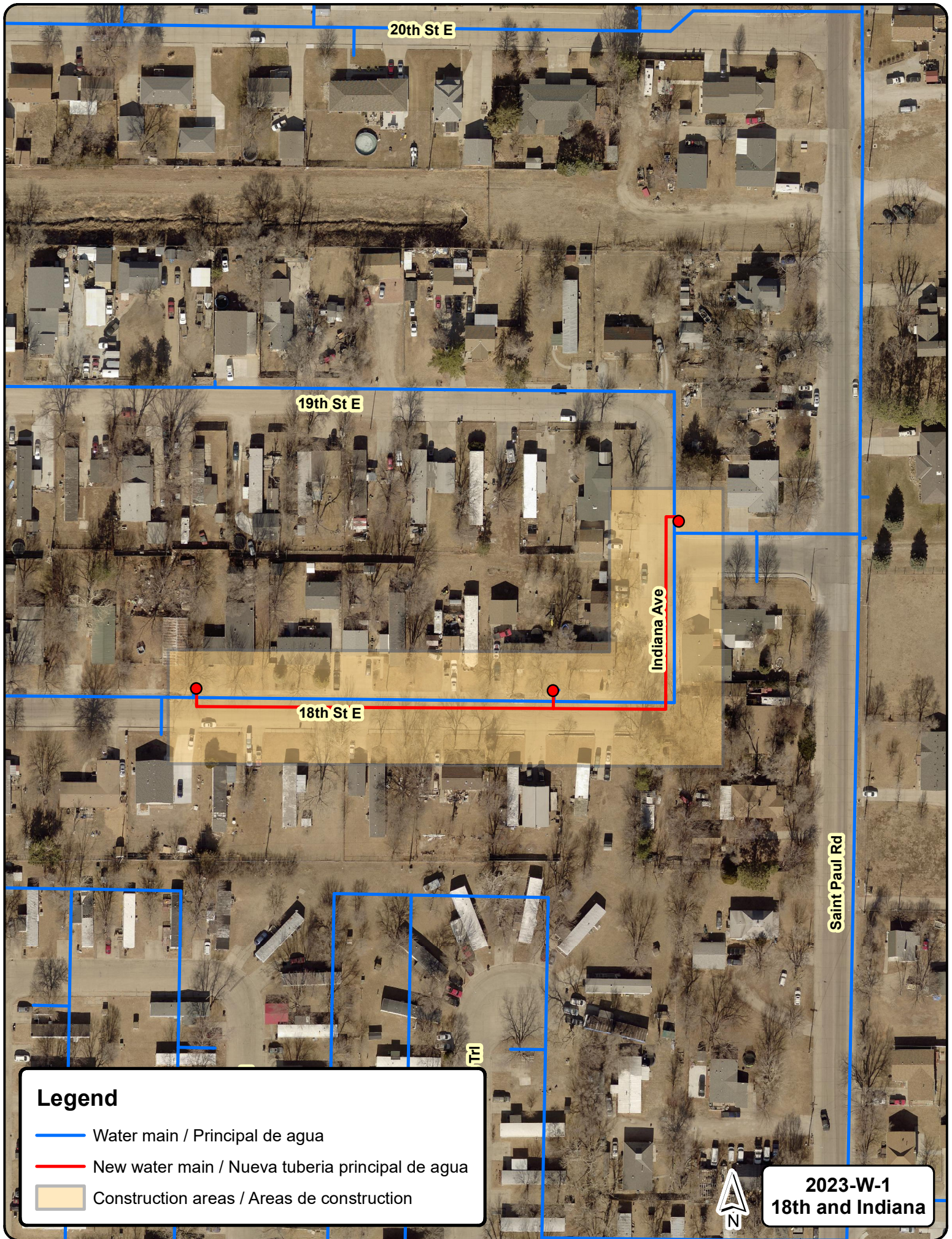
cc: Tim Luchsinger, Utilities Director

Jamie Royer, Civil Engineer II

Patrick Brown, Finance Director
Angela Schulte, Utilities Secretary

Stacy Nonhof, Purchasing Agent

P2424



RESOLUTION 2023-52

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main Project 2023-W-1 – 18th Street and Indiana, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 9, 2023, bids were received, opened, and reviewed; and

WHEREAS, two of the bidders took exception to the Contract completion date of August 11, 2023; and

WHEREAS, Myers Construction, Inc, of Broken Bow, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being negotiated to the amount of \$285,378.13; and

WHEREAS, the negotiated amount falls within 5% of the Engineer's Estimate of \$272, 000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Myers Construction, Inc., in the amount of \$285,378.13, is hereby approved as the negotiated responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-18

**#2023-53 - Approving Change Order #1 for New Restroom
Facilities for Ryder and George Parks**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: February 28, 2023

Subject: Approving Change Order No. 1 - Ryder and George Park Restrooms

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

Background

George and Ryder Parks are two of Grand Island's largest and most popular city parks which features a number of ball fields, picnic areas, playgrounds, and more.

Both parks currently have restroom facilities that have been identified as a priority for improvement and budgeted this year for replacement.

On December 20, 2022 City Council approved resolution 2022-363 to purchase one (1) restroom for Ryder Park and one (1) restroom for George Park for a total of \$495,910.00.

Discussion

The restroom exterior finish section was mistakenly omitted from the original quoted price. The struck trowel finish is recommended for the restrooms. The struck trowel is an attractive finish that is a good fit with existing park buildings and will help deter vandalism markings. The struck trowel finish is \$8,000.00 per bathroom. The struck trowel finish for both restroom units will increase the total purchase price from \$495,910.00 to \$511,910.00. The bathroom projects are be funded by \$600,000.00 budgeted in Food and Beverage Tax proceeds.



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 staff recommends that the City Council approve Change Order No. 1 to CXT, Inc., of Dallas, TX to upgrade the George and Ryder Park Restrooms exterior finish to struck trowel. The result of Change Order No. 1 will increase the restrooms purchase amount by \$16,000.00 for a total of \$511,910.00.

Sample Motion

Move to approve George and Ryder Park Restrooms Change Order No. 1.



*Working Together for a
Better Tomorrow, Today.*

CHANGE ORDER #1

TO: **CXT, Inc.**
PO Box 676208
Dallas, TX 75267-6208

PROJECT: **New Ryder Park and George Park precast concrete restroom buildings**

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

1. Change bathroom exterior finish from standard barn wood exterior finish
to struck trowel exterior finish (\$8,000.00 per restroom) increase \$16,000.00

The original Contract Sum	<u>\$495,910.00</u>
Previous Change Order Amount	<u>\$ 0.00</u>
The Contract Sum is increased by this Change Order	<u>\$ 16,000.00</u>
The total modified Contract Sum to date	<u>\$511,910.00</u>
The Contract Time has not changed.	

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

APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: **CXT Inc.**

By _____ Date _____

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

RESOLUTION 2023-53

WHEREAS, on December 20, 2022 by Resolution 2022-363, the City Council of the City of Grand Island awarded CXT, Inc. from Dallas, Texas, a contract in the amount of \$495,910.00, for two (2) precast concrete restroom buildings for Ryder and George Parks; and

WHEREAS, the restroom exterior finish section was mistakenly omitted from the original quoted price and a struck trowel exterior finish is recommended for each restroom; and

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

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

WHEREAS, the result of such modifications will increase the contract amount by \$16,000 for a revised contract price of \$511,910.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 to change the exterior finish to a struck trowel exterior finish for each restroom is approved, between the City of Grand Island and CXT, Inc. from Dallas, Texas, and that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED, THAT THE Mayor and designee are, and shall be, authorized to execute all contracts and agreements necessary to effect the purpose of this Resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-19

#2023-54 - Approving RFP for a New Playground at Lincoln Park

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: February 28, 2023

Subject: Consideration to Approve Proposal to Furnish and Install New Playground Equipment at Lincoln Park

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

Background

Lincoln Park was identified as an area of need for updating and qualified for Community Development Block Grant (CDBG) support.

The existing playground equipment at Lincoln Park is dated, not handicap accessible, and difficult to find replacement parts. The plan is to utilize CDBG funding to replace the existing playground with new ADA accessible equipment and rubber safety surfacing.

Discussion

The Parks and Recreation Department advertised for proposals for new playground equipment at Lincoln Park on January 15, 2023. Four suppliers provided proposals. Staff recommends the proposal from Creative Sites LLC of Omaha, Nebraska. The proposal from Creative Sites includes providing ADA commercial playground equipment and is recommended by staff. The cost to supply and install the equipment and safety surfacing is \$178,000.00.



Funding will be provided by the Community Development Block Grant Program.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the proposal from Creative Sites LLC of Omaha, Nebraska to furnish and install new playground equipment at Lincoln Park.

Sample Motion

Move to accept the proposal from Creative Sites to furnish and install new playground equipment at Lincoln Park in the amount of \$178,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
NEW LINCOLN PARK PLAYGROUND**

RFP DUE DATE: February 7, 2023 at 4:00 p.m.
DEPARTMENT: Parks & Recreation
PUBLICATION DATE: January 15, 2023
NO. POTENTIAL BIDDERS: 4

PROPOSALS RECEIVED

Cunningham Recreation (Game Time)
Charlotte, NC
Bid Security: Berkley Insurance Company

American Playground & Recreation
Sioux Fall, SD
United Fire & Casualty Company

Creative Sites, LLC
Omaha, NE
Bid Security: Cashier's Check

Commercial Recreation Specialists
Vernon, WI
West Bend Mutual Insurance Co.

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

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

P2420



QUOTATION

Creative Sites, LLC

11506 Pierce Street
Omaha, Ne 68144
402-614-4606

DATE: February 6, 2023

Customer: City of Grand Island
Attn: RaNae Edwards
PO Box 1968
Grand Island, NE 68802

Project: Lincoln Park Playground Improvements
Bid Date: February 7, 2023 4:00 P.M.

BCI Burke Equipment:

Playground Equipment	\$ 64,881.00
Freight	<u>\$ 4,860.00</u>

Equipment Total	\$ 69,741.00
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Ecoturf Poured Rubber Surfacing:

2,640sf 50/50 Black-Color Mix for 8' Fall Height	\$ 42,248.00
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Installation by Dostals Construction:

40% of Project	\$ 57,111.00
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Performance/Payment Bonds	<u>\$ 8,900.00</u>
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Project Total	\$ 178,000.00
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****Delivery is 45 Days ARO and will be substantially complete by September 30, 2023.**

****Maintenance and Supervision kits will be sent directly to the City of Grand Island before the equipment arrives.**

****Creative Sites was founded by Julie Kutilek in April 2008 representing BCI Burke Company. She was originally in the playground industry from 1991-1997, then took some time to raise her family before founding Creative Sites.**

She is experienced in the planning and design of similar projects. You can reach her anytime if you have concerns or questions regarding your project. The support services through BCI Burke are also excellent. BCI Burke's customer service is very experienced and is always easy to reach. They are known for their complete, on time and correct deliveries. They are located in Fond Du Lac, Wisconsin and celebrated their 100th Anniversary in 2020.

****Dostals Construction is doing the subcontracting work portion of this project and are located in Gretna, NE. Dostals are certified BCI Burke equipment installers.**

Creative Sites Municipal References:

**Hastings Parks and Recreation
220 N Hastings
Hastings, NE 68902
Jeff Hassenstab
402-461-2309
\$500k**

**City of Gretna
204 North McKenna Ave
Gretna, NE 68028
Tammy Tisdall
402-332-3336
\$ 200k**

**City of Norfolk Embrace Park All-Inclusive Playground and Skyview Park
Located by the YMCA
Emily Afrank 402-920-1453
\$400k**

**Village of Cedar Bluffs
101 South 1st Street
Cedar Bluffs, NE 68015
Deb Jensen 402-367-8271
2016 \$150k Total**

**Splash Station Fremont Kiwanis/City of Fremont
HWY 275
Don Cunningham 402-
\$300k**

This quotation is good through 4/30/2023.

Thank you for the opportunity to bid on your project.

Sincerely,


**Julie Kutilek
Creative Sites, LLC**

Accepted by

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Creative Sites, LLC from Omaha, Nebraska hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **NEW LINCOLN PARK PLAYGROUND**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of One hundred seventy eight thousand and no/cents Dollars \$178,000.00 for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the **NEW LINCOLN PARK PLAYGROUND**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bonds are approved, and that the Contractor shall complete the work by **September 1, 2023**. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska.

A. Davis-Bacon Act

The Contractor hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph. The General Decision number for this contract is NE20220047.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

CONTRACT AGREEMENT (Continued)

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

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract, bonds and insurance requirements are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2023-54

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for a New Playground for Lincoln Park; and

WHEREAS, four (4) request for proposals were received; and

WHEREAS, Creative Sites LLC from Omaha, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract cost of \$178,000.00 has been negotiated and a contract will be prepared with the approval of the City's Legal Department; and

WHEREAS, such project will be funded through the Community Development Block Grant (CDBG) Funds and is included in the 2022-23 capital budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Creative Sites LLC from Omaha, Nebraska for the construction of a New Playground for Lincoln Park at a cost not to exceed \$178,000.00 is hereby approved.

BE IT FURTHER RESOLVED, THAT THE Mayor and designee are, and shall be, authorized to execute all contracts and agreements necessary to effect the purpose of this Resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-20

#2023-55 - Approving RFQ for Ryder Park Parking Lot Hard Surfacing

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: February 28, 2023

Subject: Approve Design Services for Ryder Parking Improvements

Presenter: Todd McCoy, Parks and Recreation Director

Background

Ryder is a centrally located park that offers six ball fields, tennis courts, a future large inclusive playground, picnic areas, Tornado Hill, and more.

Discussion

The City advertised a Request for Qualifications (RFQ) for firms to provide design services for hard surfacing the east parking lot of Ryder Park.

Three (3) RFQ's were received. Staff recommends contracting Olsson of Grand Island, Nebraska for design services for the project. Olsson was selected based on the criteria of approach, experience, resume of staff, schedule, and value. The contact amount is \$44,000.00. Food and Beverage proceeds will be utilized.

Alternatives

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

1. Approve the agreement.
2. Take no action on the issue.

Recommendation

City Administration recommends that Council approve the agreement with Olsson of Grand Island, Nebraska for design services for improving the east parking area at Ryder Park.

Sample Motion

Move to approve the agreement with Olsson for design services in the total contact amount of \$44,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
RYDER PARK PARKING LOT HARD SURFACING**

RFP DUE DATE: December 13, 2022 at 4:00 p.m.
DEPARTMENT: Parks & Recreation
PUBLICATION DATE: November 20, 2022
NO. POTENTIAL BIDDERS: 3

PROPOSALS RECEIVED

Alfred Benesch & Company
Grand Island, NE

JEO Consulting Group, Inc.
Grand Island, NE

Olsson
Grand Island, NE

cc: Todd McCoy, Parks & Recreation Director
Patrick Brown, Finance Director

Patti Buetner, Parks Admin. Assist.
Stacy Nonhof, Purchasing Agent

P2411



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

February 20, 2023

City of Grand Island
Attn: Todd McCoy
100 East 1st Street
Grand Island, NE 68801

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Ryder Park Parking Lot (the "Project")
Grand Island, NE

Dear Mr. McCoy:

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: March 1, 2023
Anticipated Completion Date: June 13, 2023 City Project Award

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Forty-Four Thousand dollars (\$44,000.00). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Todd McCoy.

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

OLSSON, INC.

By Matthew Rief Matthew Rief By Jai Andrist Jai Andrist

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

CITY OF GRAND ISLAND

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Exhibit A

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 20, 2023 between the City of Grand Island, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

SECTION 1—OLSSON'S SCOPE OF SERVICES

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

SECTION 2—ADDITIONAL SERVICES

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

SECTION 3—CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated February 20, 2023 between the City of Grand Island ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Ryder Park, Grand Island, NE

Project Description: The project is for completing construction documents for the Ryder Park parking lot improvements south of the Legion Baseball field.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Site Planning

Preliminary Site Planning

Olsson shall provide site planning for parking lot and future inclusive playground. This work generally includes:

- Concept plans for parking lot and connecting sidewalks to park amenities to include locating the future Pirnie Inclusive Playground. Assume the playground layout will be provided.
- Meeting with the City to determine number of parking spaces needed for the lot.
- Meeting with playground representatives to discuss location of the playground.
- Plan for storm sewer outlet for future baseball infield improvements.

Topographic Survey

- Topographic Survey:
 - Topographic features shall be surveyed to create a surface represented by 0.5 foot contours. Improvements within the limits shall be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities. The Topographic Survey limits are as follows:
 - Limits as shown on that attached **Exhibit "A"**.
 - A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.

SITE DESIGN

Civil Construction Documents

Using the approved site plan, Olsson shall prepare a base site drawing and construction plans for the development. Plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Plans shall include the following:

- Demolition Plan: Shall show existing structures, utilities and vegetation to be removed.
- Site Plan (Horizontal Control Plan): Site plan shall follow the requirements set by the Client and the City of Grand Island to provide a site plan meeting current zoning requirements. Plan shall locate curbs and gutters, sidewalks, parking stall striping, and required signage to meet City of Grand Island Municipal Code requirements.
- Final Grading and Drainage Plan: Shall include proposed and existing contours, vertical control information for building pads and common areas around them.
- Utility Plan: Assume not needed for this project.
- Construction Plan: Shall include horizontal design information necessary for construction, identifying parking lot areas, and details for pavement type. Plan shall also identify sidewalk and ramp locations.
- Joints and Grade Plan: Shall include pavement jointing and spot grades to indicate surface drainage patterns, curb returns, grade breaks, and near drainage structures.
- Parking Lot Striping Plan: Shall develop a striping plan for the parking lot.
- SWPPP Plan: Includes a more detailed erosion and sediment control plan based on final proposed improvements which shall meet the requirements of the State NPDES Permit and local agency requirements and which shall include BMP's such as silt fence,
- Construction Details: Shall include miscellaneous construction details required to construct the Project.
- Construction Specifications: Shall reference City of Grand Island Standards and shall be in the form of notes on the plans.
- Cost Estimate: Develop a cost estimate for the project.
- Project Management: Shall include maintaining project schedule, client updates, and client meetings.
- Bidding: Assist the City with bidding. Assume the city will be compile the documents and Olsson will provide bid items and special provisions.

Site Lighting Plan

- Olsson shall prepare site lighting construction plan for submittal to the City.
- Plan shall include lighting fixture locations with all, below grade, circuiting and applicable construction details related to the installation of the lighting system or modifications to the existing system.
- Includes photometric plan, if required, for review by permitting agencies.
- Includes one site visit to determine power availability.
- Review shop drawings for site lighting fixtures, poles and equipment specified by Olsson.
- **Note**: This fee specifically excludes power provisions and/or lighting design for monument signs, landscape features, and pedestrian walkway lighting. Should these services be requested, a supplemental agreement shall be issued and executed.

CONSTRUCTION SERVICES

The following Construction Services are anticipated for this project. Olsson will plan to coordinate with the Client after the final site plan and construction drawings are completed to amend the contract accordingly to include any of the requested construction services that may be needed:

- Construction Administration
- SWPPP Inspections
- Construction Observation / Testing / Inspections.

COMPENSATION

PHASE	FEE AMOUNT	FEE TYPE
Site Planning	\$13,400.00	LS
Site Design	\$30,600.00	LS
Construction Services	TBD	TBD
Total Contract	\$44,000.00	

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond those identified in the Project Assumptions
- As-built drawings/certifications.
- Utility improvements to include water and sanitary sewer.
- Landscaping improvements
- Irrigation design and specifications.
- Retaining wall design
- Field and Construction Services including Construction Staking, Testing, Observation.
- Permit Fees.
- Signage design and details.
- Building electrical service entrance and details.
- Playground design services.
- Mechanical, Electrical, Plumbing Design Services.
- Building Structural Design Services.
- Project-related permitting outside of the scope of the proposal and fees.
- Additional easement legal descriptions and exhibits outside the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

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Exhibit A



RESOLUTION 2023-55

WHEREAS, the City of Grand Island issued a Request for Qualifications (RFQ) for Design Services for Ryder Park Parking Lot Hard Surfacing; and

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

WHEREAS, Olsson from Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Qualifications; and

WHEREAS, a contract amount of \$44,000.00 has been negotiated for Design Services for Ryder Park Parking Lot Hard Surfacing; and

WHEREAS, such project will be funded through the Food and Beverage Tax proceeds and is included in the 2022-23 capital budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Olsson from Grand Island, Nebraska for Design Services for Ryder Park Parking Lot Hard Surfacing is hereby approved at a cost of \$44,000.00.

BE IT FURTHER RESOLVED, THAT THE Mayor and designee are, and shall be, authorized to execute all contracts and agreements necessary to effect the purpose of this Resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-21

#2023-56 - Approving Amendment to Executive Recruitment Services Contract Agreement with Government Professional Services, LLC

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: February 28, 2023

Subject: Approving Amendment to Executive Recruitment Services Contract Agreement with Government Professional Services, LLC

Presenter(s): Aaron Schmid, Human Resources Director

Background

On January 10, 2023 Council approved a contract with Government Professional Services, LLC (GPS) to perform a search to fill the City Administrator and Public Works Director/City Engineer positions in the amount of \$37,000.

Discussion

Utilities Director, Tim Luchsinger, has announced his retirement effective April 6, 2023. Administration is seeking approval to amend the executive recruitment services contract agreement with GPS to include a search to fill the Utilities Director position.

GPS's fee for the Utility Director search is \$16,500 billed in three installments. \$9,500 upon execution of contract/addendum, \$4,500 upon selection of group semi-finalists, and \$2,500 upon completion of negotiations with final candidate. The recruitment is guaranteed for 24 months against termination or resignation for any reason. Any subsequent search will be done for actual cost.

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 amendment to the service agreement with GPS to include a search for a Utilities Director.

Sample Motion

Move to approve the amendment to the service agreement with GPS to include a search for a Utilities Director.

RESOLUTION 2023-56

WHEREAS, the City of Grand Island approved a services contract for a recruiting firm for searches to fill the City Administrator and Public Works Director/City Engineer positions on January 10, 2023 with Government Professional Services, LLC in the amount of \$37,000; and

WHEREAS, the City of Grand Island now approves an amendment to the services agreement with Government Professional Services, LLC in the amount of \$16,500 to search to fill a Utilities Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of GPS, in the amount of \$16,500, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-22

#2023-57 - Approving Addition to the Fee Schedule for Joint Trenching Installations

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director
Laura McAloon, City Attorney

Meeting: February 28, 2023

Subject: Addition of Fee regarding Joint Trench Installations

Presenter(s): Patrick Brown, Finance Director

Background

The Utilities Department has historically allowed telecommunication companies to jointly occupy its trenches in the case of new infrastructure. Due to increased interest from multiple companies in utilizing this process, it has become necessary for the Utilities Department to assess a joint trench occupation fee to cover added logistical requirements in addition to assessing private entities a prorated portion of the excavation and backfilling expenses.

To facilitate this process change, and in correspondence with a Joint Trench Occupation Agreement being signed by each interested party, it is necessary to add a cost per lineal foot to the City Fee Schedule.

Discussion

To facilitate this process change, and in correspondence with a Joint Trench Occupation Agreement being signed by each interested party, it is necessary to add a “Joint Trench Fee” of \$2.40 per lineal foot to the City Fee Schedule.

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 revise the City Fee Schedule to add a “Joint Trench Fee” of \$2.40 per lineal foot.

Sample Motion

Move to approve the fee schedule revision to allow for the Joint Trench Fee.

RESOLUTION 2023-57

WHEREAS, there is an increasing demand to place new telecommunication infrastructure in Utility trenches; and

WHEREAS, there currently is no approved fee for joint trench sharing on the City's Fee Schedule; and

WHEREAS, as the Utilities Department has identified a cost of \$2.40 per lineal foot as an acceptable joint trench fee to recover costs associated with allowing private companies to utilize its trenches.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the fee schedule be revised to add a Joint Trench Fee of \$2.40 per lineal foot for joint trench sharing.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023.

Roger Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item G-23

#2023-58 - Approving Addendum to the East Central 911 Interlocal Agreement

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: February 28, 2023

Subject: East Central 911 Interlocal Agreement - Updated

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

In January 2022, the Grand Island City Council Approved and updated East Central 911 Interlocal Cooperation 911 Emergency Communications Equipment Sharing Agreement which included the installation of new “host” equipment and upgrades to local PSAPs. In the course of planning this project, Motorola Solutions, the provider of Emergency CallWorks, advised the need for additional Operational Readiness Testing of the new data circuits (ESINet) that will deliver 911 calls to the new hosts. This additional cost is outside the previously agreed 8% contingency and requires an addendum to the original agreement.

Discussion

As the State of Nebraska works with regional 911 cooperative systems to migrate to Next Generation 911 technologies, various jurisdictions are joining together into Regional 911 systems that include several counties sharing the costs of 911 backroom equipment and maintenance agreements, all while operating their own 911 Centers. Calls are received by a pair of “hosts” that are placed in different parts of the region, and then distributed to the participating 911 Centers through a data network. Sharing “host” equipment allows counties to decrease initial outlays for expensive backroom equipment and provides redundancy since if a 911 Center is unable to take their calls, those calls can be distributed to a neighboring agency. Having two hosts also allows for “geo-diversification” of critical infrastructure so if one host is damaged or disconnected from 911 calls, those calls can all be routed to the other host until repairs or reconnection is made.

In January 2022, the East Central 911 Region (EC911), comprising of PSAPs serving Hall, Nance, Boone, Merrick, Polk, Saunders, Platte, Butler, and Hamilton counties agreed to purchase replacement equipment for two hosts, relocate one host from Wahoo to Grand Island, and include new partners into the agreement, including Custer County and Region 26 PSAP. With the purchase and installation of two new hosts, the EC911

Region will be cooperating with the Nebraska Public Service Commission and migrating to NextGen911.

In the course of planning for this upgrade, it was discovered that the 911 equipment provider, Motorola Solutions, must complete Operational Readiness Testing of the ESINet circuits that will deliver 911 calls to the new hosts. This unanticipated cost is outside the original agreement's 8% contingency and requires an addendum.

Costs for the shared equipment and maintenance agreements is divided among the partners by the number of dispatch consoles in each center. The additional cost to the Grand Island Emergency Center is \$10,175.44.

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 ADDENDUM TO: "INTER-LOCAL COOPERATION 911 EMERGENCY COMMUNICATIONS EQUIPMENT SHARING AGREEMENT".

Sample Motion

Move to approve the ADDENDUM TO: "INTER-LOCAL COOPERATION 911 EMERGENCY COMMUNICATIONS EQUIPMENT SHARING AGREEMENT".

**ADDENDUM TO: “INTER-LOCAL COOPERATION 911 EMERGENCY
COMMUNICATIONS EQUIPMENT SHARING AGREEMENT”**

WHEREAS,; the parties/agencies previously entered into an “Inter-Local Cooperation 911 Emergency Communication Equipment Sharing Agreement” executed by the participating parties/agencies between December 21, 2021 and March 14, 2022 (herein referred to as the “Underlying Agreement”); and

WHEREAS, the Underlying Agreement states that “The maximum annual cost for each agency shall not exceed an additional 8% of the projected cost of each agency”; and

WHEREAS, an expense has come up regarding Operational Readiness Testing that is in excess of the 8% contingency set out in the Underlying Agreement; and.

WHEREAS, the parties/agencies are in agreement that an addendum to the Underlying Agreement is needed requiring all participating parties/agencies agree to pay an additional one-time fee for Operational Readiness Testing.

NOW, THEREFORE, in consideration of the foregoing, and the mutual benefits provided by the Underlying Agreement and this Addendum, the Underlying Agreement is hereby amended as follows:

1. This Addendum is hereby adds the following provision to the Underlying Agreement:

- **ADDITIONAL ONE-TIME FEE FOR OPERATIONAL READINESS**

TESTING: All parties/agencies agree that Operational Readiness Testing is necessary. Therefore, all parties/agencies agree to the payment of an additional one-time fee for Operation Readiness Testing in the following amounts:

- Grand Island/Hall County ECC: \$10,175.44
- Columbus-Platte County JCC: \$9,134.66
- Custer County: \$8,093.84
- Hamilton County: \$8,093.84

- Region 26: \$8,093.84
- Boone County: \$7,053.04
- Butler County: \$7,053.04
- Saunders County: \$7,053.04.

As the fiscal agent, Columbus-Platte County shall bill each participating party/agency at the completion of the Operational Readiness Testing project in the amount set forth above, and each participating party/agency shall then immediately submit payment to Columbus-Platte County for the same.

2. This Addendum shall be attached to and shall become a part of the Underlying Agreement.
3. The Addendum and shall be effective as of the signature date of each Party.
4. All terms and conditions of the Underlying Agreement not otherwise amended or altered by this Addendum shall remain in full force and effect.

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BOONE COUNTY BOARD OF
COMMISSIONERS
ALBION, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2023

HALL COUNTY BOARD OF
SUPERVISORS
GRAND ISLAND, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2023

BUTLER COUNTY BOARD OF
SUPERVISORS
DAVID CITY, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2023

PLATTE COUNTY BOARD OF
SUPERVISORS
COLUMBUS, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2023

COLUMBUS CITY
COUNCIL
COLUMBUS, NEBRASKA

BY: _____
MAYOR

Dated this ____ day of _____, 2023

SAUNDERS COUNTY BOARD OF
SUPERVISORS
WAHOO, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2023

HAMILTON COUNTY BOARD OF
SUPERVISORS
CENTRAL CITY, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2023

REGION 26 COUNCIL
TAYLOR, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ Day of _____, 2023

CUSTER COUNTY BOARD OF
SUPERVISORS
BROKEN BOW, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ____ day of _____, 2023

GRAND ISLAND CITY COUNCIL
GRAND ISLAND, NEBRASKA

BY: _____
MAYOR

Dated this ____ day of _____, 2023

RESOLUTION 2023-58

WHEREAS, the Grand Island Emergency Center, managed by the Grand Island Emergency Management Department is the Public Safety Answering Point (PSAP) for all of Hall County; and

WHEREAS, since 2019, the Grand Island Emergency Center has been a member of the East Central 911 Region (EC911) group which operates a shared 911 system (Call Works) in order to decrease costs, increase redundancy and share resources through statewide networks; and

WHEREAS, EC911 shared system host equipment is due for replacement, the cost of which is divided among all EC911 group members by the number of dispatch consoles in each Center, and

WHEREAS, in 2022 an updated East Central 911 Interlocal Cooperation 911 Emergency Communications Equipment Sharing Agreement provided the framework for the purchase and maintenance of the new host equipment as well as include new EC911 members in cost sharing,

WHEREAS, an unanticipated but necessary expense for Operational Readiness Testing was recently discovered and is required to proceed and is outside the 8% contingency of the original Agreement, and

WHEREAS, the parties/agencies are in agreement that an addendum to the Underlying Agreement is needed requiring all participating parties/agencies agree to pay an additional one-time fee for Operational Readiness Testing.

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

1. The Mayor is hereby authorized and directed to approve ADDENDUM TO: "INTER-LOCAL COOPERATION 911 EMERGENCY COMMUNICATIONS EQUIPMENT SHARING AGREEMENT".

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2023

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item H-1

**Consideration of Approving the Request from Wish Nebraska, Inc.
for a Conditional Use Permit to allow for an 88' Monopole located
at 1515 East 4th Street**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item H-2

Consideration of Approving Grant Application to ICMA/Gates Foundation for Economic Mobility Opportunities

Staff Contact: Laura McAloon

Council Agenda Memo

From: Laura D. McAloon, Interim City Administrator/City Attorney

Meeting: February 28, 2023

Subject: Grant Application to ICMA/Bill & Melinda Gates Foundation

Presenter(s): Laura McAloon, Interim City Administrator/City Attorney

Background

On February 1, the International City Managers Association (ICMA) announced a partnership with the Bill and Melinda Gates Foundation to provide up to \$30,000 in grant funding to ten selected cities regionally distributed across the United States. The grant program is called the Economic Mobility and Opportunity (EMO) Cohort and Grant. ICMA describes the Grant as an opportunity for ICMA members “to receive training, technical assistance, and funding to inform policies and effect conditions that promote overall well-being and upward mobility for their residents.” Both the Finance Director and City Attorney are members of ICMA, which enables the City to apply for the grant funding.

The Grant will provide up to \$30,000 in funding to each regional cohort that will be used for the implementation of an economic mobility assessment, planning, or a public engagement process. The three person cohort teams must include the City’s chief administrative officer or assistant chief administrative officer and two other members from staff or the community. At least one of the three must be an ICMA member.

Further information about the EMO Cohort and Grant opportunity can be found in the attached informational sheet from ICMA.

Discussion

City Administration staff have reviewed the EMO Cohort and Grant opportunity and recommend that the City apply. The timeline for application, award and implementation is quick and ambitious, however we believe that Grand Island and its residents would benefit greatly from the opportunity if we are successful in the application. Grant applications are due on March 1 with notice of award issued on March 15. If selected, a 3 person cohort from the City would begin to participate in monthly virtual meetings with the 9 other regional cohorts and facilitated by ICMA and the Gates Foundation in April. In addition, all of the regional cohorts would attend an in-person national cohort meeting funded in full by ICMA and the Gates Foundation in addition to the \$30,000 grant

funding. A second in-person national cohort meeting will be scheduled in the late summer/early fall as the work of the grant recipients is wrapped up and put into final form.

Staff have met to discuss themes and planning options that would support a successful application. Common themes developed as we discussed ideas that could generate upward economic mobility for City residents. Those included expanded workforce training and upskilling options, local educational opportunities that enhance job skills and increase earning opportunities, public transportation to provide residents with the means of accessing education and training centers and employment, and providing local programs for job training and education to high school and college age residents that will enable them to remain in Grand Island and earn incomes that will assist themselves and their families in overcoming intergenerational poverty.

We recognize that the creation of such opportunities in the City will require strong partnerships with the high schools, the Community College and employers, so we have reached out to Grand Island Public Schools and the Grand Island Community College to determine interest in participating in the Grant application. Each have agreed to participate in the City's cohort and each will designate a representative to be a team member who has committed to active participation and attendance at all of the cohort meetings. We believe this level of regional cooperation in the creation of a plan to facilitate upward economic mobility for our residents will make our grant application a strong contender for award, and ultimately success in the endeavor. Per the terms of the Grant, the City's cohort representative will be the Interim City Administrator, who also satisfies the requirement for one ICMA member on the cohort.

Alternatives

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

1. Approve the submittal of a grant application.
2. Take no action.

Sample Motion

Move to authorize City staff to submit an application for the ICMA/Gates Foundation Economic Mobility Opportunity Cohort and Grant.

ICMA Economic Mobility and Opportunity Cohort and Grant

REQUEST FOR APPLICATIONS

ICMA's Economic Mobility and Opportunity (EMO) Cohort is a unique and rare networking opportunity for ICMA members to receive training, technical assistance, and funding to inform policies and effect conditions that promote overall well-being and upward mobility for their residents. This opportunity is made possible with support from the Bill & Melinda Gates Foundation.

The goals of this opportunity are to 1) increase local decision-makers' understanding of drivers of and barriers to mobility and opportunity and 2) support local leaders in identifying and implementing actions to advance upward mobility for residents of their communities.

ICMA is looking for up to 10 local governments to learn from one another and subject matter experts, and to learn about practical tools and resources to apply within their community. The selected local governments will receive a grant of \$30,000 for the implementation of an economic mobility assessment, planning, or engagement process as part of their participation in the cohort. Participating local governments will have access to additional virtual and/or in-person technical assistance support covered by ICMA with support from the Bill & Melinda Gates Foundation. Cohort activities are anticipated to occur between April – October 2023.

ELIGIBILITY

- Applications must be submitted by U.S. local government entities and identify a team of three participating representatives.
- Teams must include the local government's chief administrative officer (CAO) or assistant chief administrative officer (ACAO). Other project team members may include additional staff, elected officials, chamber members, representatives of other community partners, etc.
- Teams must include at least one ICMA member.

IDEAL TEAM MEMBERS

- Community leaders who are committed to improving economic outcomes for residents.
- Interested in exploring a wide range of themes related to economic mobility such as housing, workforce, education and addressing intergenerational poverty.
- Willing and enthusiastic participants in discussion and learning opportunities.

PARTICIPATION EXPECTATIONS

- Attendance of all participants at two in-person events, with travel costs for three (3) participants per local government covered by ICMA with support from the Bill & Melinda Gates Foundation. The first event is expected take place in late April/early May.
- Team participation in monthly virtual cohort calls of up to 90 minutes each.
- Submission of a scope of work and budget for use of grant funds, with funding awarded following approval from ICMA.
- Fulfillment all reporting and evaluation requests from ICMA staff and funder by stated deadlines.

HOW TO APPLY

To apply for the cohort, submit an application via the [online form](#) (also accessible via icma.org/emo) by 5:00 pm EST on March 1, 2023. Application questions are provided for reference in this document beginning on the following page.

Once an application has been created and submitted, you may continue to update your submission until the application closes at 5:00 pm EST on Wednesday, March 1, 2023. Instructions on how to access and update your initial submission will be emailed to the primary contact identified in your application.

SELECTION PROCESS

Applications will be reviewed to create a well-rounded cohort representing geographic, demographic, economic, and level of experience diversity across the participating local governments. Additional evaluation criteria include:

- Strength of participation team/staff capacity
- Projected impact of participation
- Demonstrated commitment to improving economic mobility and opportunity for their residents.

ANTICIPATED TIMELINE

- February 2, 2023: Application opens
- February 15, 2023: Information and Q&A session via Zoom
- March 1, 2023 (5:00 pm EST): Application closes
- March 15, 2023: Selected local governments notified (subject to change)
- April 2023: Cohort orientation virtual meeting
- Late April/early May: In-person cohort meeting
- April – October: Ongoing technical assistance and learning opportunities; monthly virtual calls
- Late summer/early fall: Second in-person cohort meeting



City of Grand Island

Tuesday, February 28, 2023

Council Session

Item J-1

Approving Payment of Claims for the Period of February 15, 2023 through February 28, 2023

The Claims for the period of February 15, 2023 through February 28, 2023 for a total amount of \$6,279,351.33. A MOTION is in order.

Staff Contact: Patrick Brown