
City of Grand Island



Tuesday, November 24, 2015
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

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 Nathan Frew, Abundant Life Christian Center, 3411 West Faidley Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item C-1

Recognition of Grand Island Wastewater Department Awards at Fall Conference

The Mayor and City Council will recognize the Grand Island Wastewater Department for receiving the Nebraska Water Environmental Association (NWEA) Scott Wilbur Award and the Silver Safety Award during the 2015 APWA (American Public Works Association), NWEA (Nebraska Water Environment Association) and AWWA (American Water Works Association) Fall Conference.

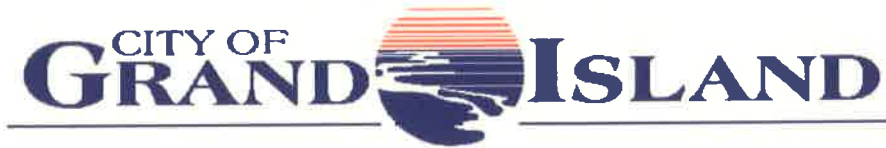
The NWEA Safety Award recognizes organizations for their excellence in accident prevention and the way they promote safety in their facilities (meetings, materials, program, safety updates, etc.).

The Scott Wilbur Award recognizes well-operated facilities within the State of Nebraska.

Dallas Powell, Laboratory Technician received the Laboratory Analyst Excellence Award. It is a National Award issued by the Water Environment Association (WEF). The Laboratory Analyst Award recognizes individuals for outstanding performance, professionalism and contributions to the water quality analysis profession.

Congratulations on a job well done.

Staff Contact: Mayor Jeremy Jensen



Certificate of Recognition

Awarded to

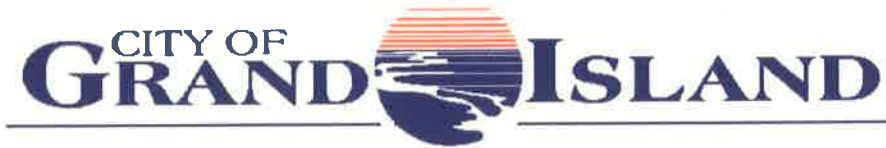
“Grand Island Wastewater Department”

for receiving the Nebraska Water Environmental Association (NWEA)
Scott Wilbur Award and the Silver Safety Award during the 2015 Fall Conference.


Mayor Jeremy L. Jensen




City Clerk RaNae Edwards



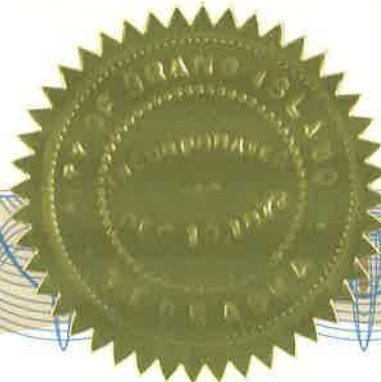
Certificate of Recognition

Awarded to

**“Dallas Powell
Laboratory Technician”**

for receiving the Laboratory Analyst Excellence Award
from the Water Environment Association (WEF).


Mayor Jeremy L. Jensen




City Clerk RaNae Edwards



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item E-1

Public Hearing on Request from Grand Island Public Schools for a Conditional Use Permit for Temporary Classrooms located at 4160 W. Old Potash Highway (Shoemaker Elementary School)

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 24, 2015

Subject: Request of Grand Island Public Schools for Approval of a Conditional Use Permit to Allow for the Placement of Three Temporary Classroom Buildings for Shoemaker Elementary School at 4160 W. Old Potash Hwy

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the placement of three temporary classroom buildings at the above referenced site. The proposal is to provide classrooms for students during the current renovation and addition construction project. The target date for completion of the project is the summer of 2016.

Approval is required from the City Council as the property is zoned R-1 Suburban residential, and that zoning classification does not provide for temporary buildings unless approved by the City Council in the form of a conditional use.

Section 36-89 of the Grand Island Zoning code provides for temporary buildings and uses not to exceed two years in undeveloped areas and six months in developed areas of the City. I believe the intent of this section is to allow for temporary buildings and uses while permanent facilities are under construction.

Discussion

This request is for approval to place three modular classrooms on the site while construction continues on the existing elementary school. The proposed time frame is for the summer of 2016 and I would suggest if approved allowing the duration of 2016 to facilitate removal and clean-up.

The site location is such that it would not appear that this request will have 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 the Conditional Use Permit finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

Approve the request for three temporary classroom buildings expiring on December 31, 2016, finding that the request does promote 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 request for a conditional use permit including the staff recommendations, finding that the application conforms 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: Temporary Classrooms
2. The owner(s) of the described property is/are: Grand Island Public Schools
3. The legal description of the property is: See Appendix 1 attached
4. The address of the property is: 4160 W. Old Potash Hwy.
5. The zoning classification of the property is: Suburban Residential Zone
6. Existing improvements on the property is: 2009, commercial land update & addition to school
7. The duration of the proposed use is: Temporary until new addition is complete
8. Plans for construction of permanent facility is: Target date for completion of new addition is summer of 2016
9. The character of the immediate neighborhood is: Residential
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: Temporary classroom until new addition to the school is complete.

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

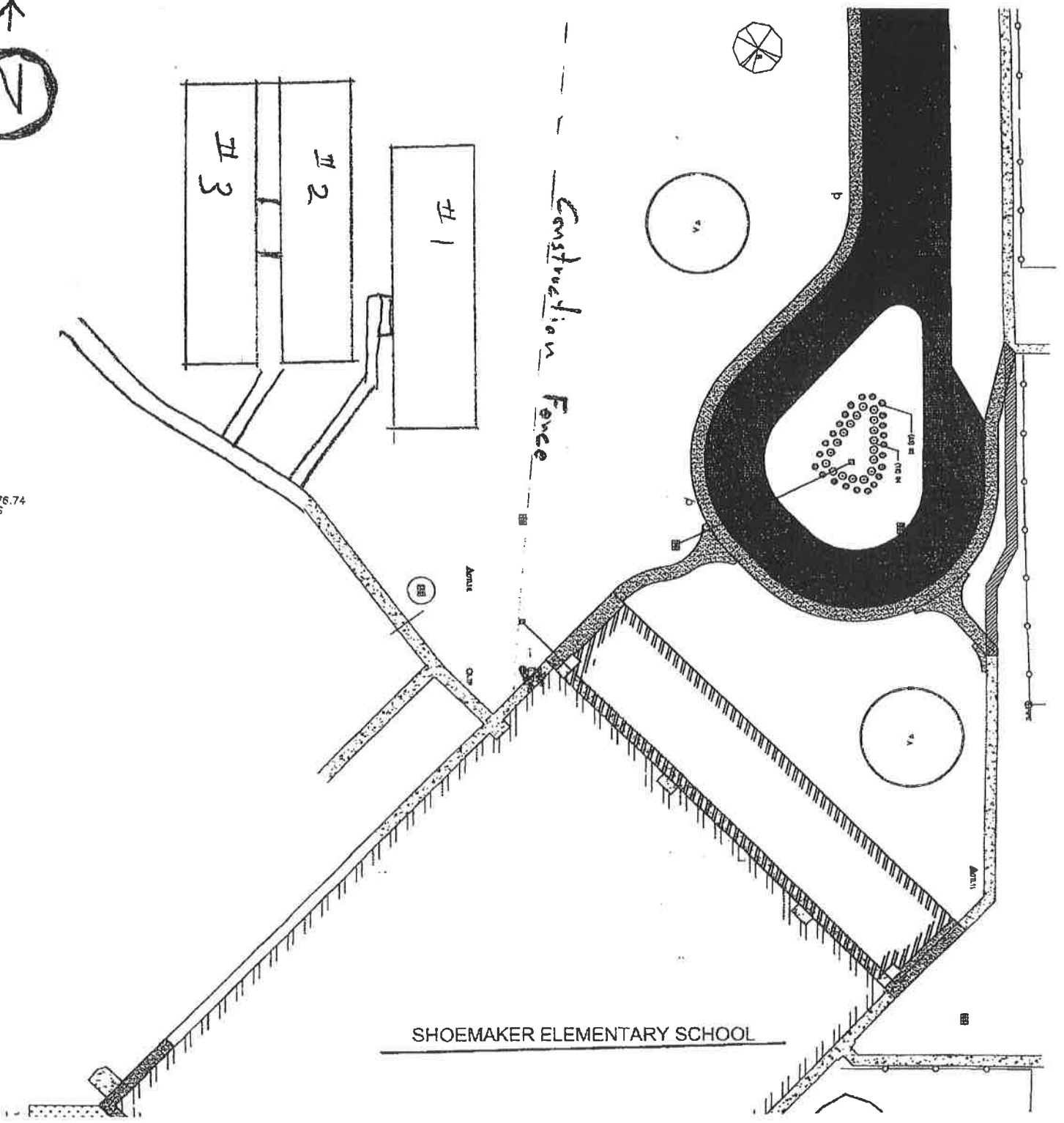
11 / 6 / 15
Date
(308) 385-5900
Phone Number

D. O. Peter
Owners(s) Grand Island Public Schools
P.O. Box 4904
Address
Grand Island, NE 68802
City State Zip

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



1876.74
PES





Proposed
Temporary Classrooms

4160 Old Potash Hwy. W

LOCATION MAP

OLD POTASH HWY W



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item F-1

#9566 - Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 24, 2015

Subject: Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

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

Background

Chapter 22; Section 113 of City Code wasn't updated when Ordinance No. 9087 was passed by City Council on November 14, 2006, leaving Ordinance No. 9204, approved on February 10, 2009 incorrect.

On October 27, 2015, via Ordinance No. 9563, City Council approved the corrections for both ordinances to reflect the snow emergency routes within the City.

Discussion

After correcting the snow emergency routes ordinance for 2006 conditions, further updates are requested to reflect changes in City limit boundaries and additional roadways.

The redline document noting corrections proposed to Chapter 22; Section 113 is attached. With the noted changes such section of City Code will reflect all emergency snow routes within the City.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the corrections to Chapter 22; Section 113 of Grand Island City Code.

Sample Motion

Move to approve ordinance approving corrections to Chapter 22; Section 113 of Grand Island City Code.

ORDINANCE NO. 9566

An ordinance to amend Chapter 22 of the Grand Island City Code; to amend Section 22-113 pertaining to Snow Emergency Routes, to repeal Section 22-113 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 22-113 of the Grand Island City Code is hereby amended to read as follows:

Division 4. Regulations to Facilitate Snow Removal

§22-113. Snow Emergency Routes

The City Council may, by resolution, designate snow emergency routes within the City in accordance with Section 22-113 through 22-117 of the City Code. Appropriate signs or other traffic control devices shall be installed indicating the existence of such snow emergency routes. A designation of any street, avenue, road, or highway, or portion thereof, as a snow emergency route shall in no way affect designation of that street, avenue, road or highway for any other purpose.

Adams Street between Stolley Park Road and Anna Street;

Anna Street between Blaine Street and Locust Street;

Bismark Road between Locust Street and ~~400 Feet East of Stuhr Road~~ BNSF Railway Right-of-Way (City Limits);

Blaine Street between ~~U.S. Highway 34~~ Rainbow Rd and Third Street;

Broadwell Avenue between Anna Street and ¼ Mile North of Roberts Street (City Limits);

Cannon Road between North Road and Mansfield Road;

Capital Avenue between Engleman Road and ½ Mile East of Sky Park Road (City Limits);

Cherry Street between Bismark Road and Sutherland Street;

College Street between Broadwell Avenue and Webb Road;

Custer Avenue between Third Street and Capital Avenue;

Diers Avenue between Old Potash Highway and Capital Avenue;

Eddy Street between Anna Street and State Street;

Eighteenth Street between the Burlington Northern and Santa Fe Railroad and St. Paul Road;

Faidley Avenue between Redwood Road and ~~Broadwell Avenue~~ North Road;

Approved as to Form	☐ _____
November 20, 2015	☐ City Attorney

ORDINANCE NO. 9566 (Cont.)

~~Faidley Avenue between 500 Feet West of Diers Avenue and Broadwell Avenue;~~

Fonner Park Road between Stuhr Road and 320 feet west of Sylvan Street;

Fourth Street between Broadwell Avenue and Sky Park Road;

Harrison Street between Stolley Park Road and Anna Street;

Howard Avenue between Faidley Avenue and Tenth Street;

Husker Highway between U.S. Highway 30 and ~~U.S. Highway 281 ¼ Mile East of North Road;~~

~~Husker Highway between Prairieview Street and U.S. Highway 281;~~

Independence Avenue between Manchester Road and Nebraska Highway No. 2;

Koenig Street between Blaine Street and Plum Street;

Lafayette Avenue between State Street and Capital Avenue;

Locust Street between ~~Wood River Floodway~~ 1,200 feet north of Interstate 80 (City Limits) and First Street;

Manchester Road between Viking Road and Mansfield Road;

Mansfield Road between Thirteenth Street and Manchester Road;

Nebraska Highway 2 between ~~1200 Feet West of Diers Avenue~~ 1,400 feet west of Independence Ave and U.S. Highway 281;

North Front Street between Webb Road and Broadwell Avenue;

North Road between Husker Highway and Nebraska Highway No. 2 ~~Stolley Park Road;~~

~~North Road between Old Highway 30 and ¾ Mile North of Old Potash Highway;~~

~~North Road between Thirteenth Street and Nebraska Highway No. 2;~~

Old Lincoln Highway between Custer Avenue and Broadwell Avenue;

Old Nebraska Highway No. 2 between Broadwell and U.S. Highway 281;

Old Potash Hwy between 540 Feet West of Arapahoe Avenue and Custer Avenue;

Old U.S. Highway 30 between West Intersection with U.S. Highway 30 and East Intersection with U.S. Highway 30 Overpass;

Pine Street between Court Street and South Front Street;

Pioneer Boulevard between Blaine Street and Stolley Park Road;

Pleasant View Drive between Bismark Road and Fonner Park Road;

Plum Street between Sutherland Street and Second Street;

Riverside Drive between Stagecoach Road and Stolley Park Road;

St. Paul Road between Fourth Street and Capital Avenue;

Schimmer Drive between ½ Mile West of U.S. Highway 281 (City Limits) Blaine Street and 230 Feet East of Scheel Road (City Limits);

Second Street between Webb Road and Garfield Street;

Seedling Mile Access Road between Seedling Mile Road and U.S. Highway 30

Seeding Mile Road between ¼ Mile West of Museum Drive and ¼ Mile East of Shady Bend Road (City Limits);

Seventeenth Street between Walnut Street/State Street Intersection and the Burlington Northern and Santa Fe Railroad;

Shady Bend Road between ~~231 Feet South of Gregory Avenue~~ Bismark Rd (City Limits) and Union Pacific Railroad Right-of-Way (within City Limits)

Shady Bend Road between 1910 Feet North of Capital Avenue and Airport Road;

Sky Park Road between Fourth Street and White Cloud Road;

ORDINANCE NO. 9566 (Cont.)

South Front Street between Vine Street and Walnut Street;
Stagecoach Road between Blaine Street and Locust Street;
State Street between Seventeenth Street/Walnut Street Intersection and North Road;

Stolley Park Road between 920 Feet West of Freedom Drive and Stuhr Road;
Stuhr Road between North Intersection With Stolley Park Road and U.S. Highway 30;
Sutherland Street between Cherry Street and Plum Street;
Swift Road between Stuhr Road and ¾ Mile East of Stuhr Road;
Sycamore Street between Court Street and Capital Avenue;
Tenth Street between Broadwell Avenue and St. Paul Road;
Third Street between Blaine Street and Vine Street;
Thirteenth Street between 910 Feet West of Branding Iron Lane and Wheeler Avenue;
U.S. Highway 30 between Husker Highway and Grant Street;
U.S. Highway 30 (Second Street) between Grant Street and Greenwich Street;
U.S. Highway 30 (Eastbound)/Greenwich Street between First Street and Second Street;
U.S. Highway 30 (First Street/Second Street) between Greenwich Street and Plum Street;
U.S. Highway 30 between Plum Street and 270 Feet West of Shady Bend Road (City Limits);
U.S. Highway 34 (Husker Highway) between U.S. Highway 281 and ~~Wortman Drive ¼ mile East of Locust Street (City Limits);~~
~~U.S. Highway 34 (Husker Highway) between Karen Road and ¼ Mile East of Locust Street (City Limits);~~
U.S. Highway 281 between ¼ Mile South of Wildwood Drive and Nebraska Highway 2;
Walnut Street between Locust Street/Charles Street Intersection and Fourth Street;
Webb Road between South Intersection with U.S. Highway 281 and North Intersection with U.S. Highway 281;
Wheeler Street between Fourth Street and Capital Avenue;
Wildwood ~~Road Drive~~ between 380 Feet West of Elk Drive (City Limits) and ~~610 Feet East of Gold Core Drive (City Limits) Locust St;~~

Amended by Ordinance No. 8780, effective 11-27-2002
Amended by Ordinance No. 9087, effective 11-08-2006
Amended by Ordinance No. 9204, effective 02-25-2009
Amended by Ordinance No. 9563, effective 11-17-2015

SECTION 2. Section 22-113 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 9566 (Cont.)

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

Enacted: November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-1

Approving Minutes of November 10, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 10, 2015

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 November 10, 2015. Notice of the meeting was given in *The Grand Island Independent* on November 4, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Natalie Stapleton. Also mentioned was the passing of Lewis Kent and extended condolences to his family.

INVOCATION was given by Father Robert Lewis, St. Stephen's Episcopal Church, 422 West 2nd Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from 2nd Street Stop, Inc. dba, Pam's 1 Stop C Store and Value Inn Motel, 2105 West 2nd Street for a Class "D" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "D" Liquor License had been received from 2nd Street Stop, Inc. dba Pam's 1 Stop C Store and Value Inn Motel, 2105 West 2nd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 20, 2015; notice to the general public of date, time, and place of hearing published on October 31, 2015; notice to the applicant of date, time, and place of hearing mailed on October 20, 2015; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Request from The Chocolate Bar, Inc. dba, The Chocolate Bar, 116 West 3rd Street for an Addition to their Class "IK-086925" Liquor License. City Clerk RaNae Edwards reported that an application for an addition to Class "IK-086925" Liquor License had been received from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 27, 2015; notice to the general public of date, time, and place of hearing published on October 31, 2015; notice to the applicant of date, time, and place of hearing mailed on October 27, 2015; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

ORDINANCES:

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

#9564 - Consideration of Creation of Sanitary Sewer District No. 537T, Extension of Sanitary Sewer to Serve Lot 1 & Lot 2, TLST Spiels Sub. & Part of the North 10 Acres of the West 1/2 of the Northwest Quarter (W1/2NW1/4) All In Section Ten (10), Township Eleven (11) North, Range (9) West

#9565 - Consideration of Vacation of a Portion of Washington Street (between 4th Street and North Front 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 these ordinances on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

#9564 - Consideration of Creation of Sanitary Sewer District No. 537T, Extension of Sanitary Sewer to Serve Lot 1 & Lot 2, TLST Spiels Sub. & Part of the North 10 Acres of the West 1/2 of the Northwest Quarter (W1/2NW1/4) All In Section Ten (10), Township Eleven (11) North, Range (9) West

Public Works Director John Collins reported that the North Interceptor, Phase II construction provided opportunity for sanitary sewer district creation to area homeowners. Area homeowners approached the Public Works Department in request to develop sanitary sewer in their area. Plans were developed to serve thirteen residential customers with an 8-inch service line to coincide with the North Interceptor construction. If the district was created the sanitary sewer cost would be assessed to the properties through a sanitary sewer tap district. Staff recommended approval.

Discussion was held regarding the cost of the project. Mr. Collins explained the process.

Motion by Paulick, second by Donaldson to approve Ordinance #9564.

City Clerk: Ordinance #9564 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 #9564 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9564 is declared to be lawfully adopted upon publication as required by law.

#9565 - Consideration of Vacation of a Portion of Washington Street (between 4th Street and North Front Street)

Public Works Director John Collins reported that the Grand Island Utility Department recently acquired the property addressed as 374 N Washington Street, which was just west of the Line Department facility. The request was to vacate a portion of Washington Street between 4th Street and North Front Street. Staff recommended approval.

Motion by Stelk, second by Hehnke to approve Ordinance #9565.

City Clerk: Ordinance #9565 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 #9565 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9565 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of October 27, 2015 City Council Regular Meeting.

Approving Liquor Manager Designation for Dennis Jakob, 4419 Calvin Drive for Platt Duetsche, 1315 West Anna Street.

Approving Liquor Manager Designation for Scott Kemery, 4156 Vermont Avenue for Godfather's Pizza, 1916 South Locust Street.

#2015-298 - Approving City Council Meeting Schedule for 2016.

#2015-299 - Approving Final Plat and Subdivision Agreement for Landell Second Subdivision. It was noted that Richard Landell, owner, had submitted the Final Plat and Subdivision Agreement for Landell Second Subdivision for the purpose of creating 1 lot located north of East Capital Avenue and south of US Highway 30 consisting of 4.00 acres.

#2015-300 - Approving Safety Glass Contract for Utilities, Public Works and Parks Employees for 2016 – 2017 with Heartland Optical of Lincoln, Nebraska, dispensing for Pearle Vision Center of Grand Island, NE.

#2015-301 - Approving Engineering Services for Elevated Water Storage Tower with HDR of Omaha, NE in an Amount not to exceed \$24,842.00.

#2015-302 - Approving Amendment No. 2 & 3 to Agreement for Engineering Consulting Services Related to Faidley Avenue Paving Improvements; Project No. 2014-P-1 with Alfred Benesch & Company of Lincoln, NE in an Amount of \$10,625.33 with a Revised Contract Amount of \$198,478.98.

#2015-303 - Approving Change Order No. 2 for the 2015 Asphalt Resurfacing Project No. 2015-AC-1 with J.I.L. Asphalt Paving Co. of Grand Island, NE for Time Extension to June 30, 2016.

#2015-304 - Approving Purchase of a Six (6) Truck-Mounted, Reversible Snow Plows for the Streets Division of the Public Works Department with Northern Truck Equipment Corp. of Sioux Falls, SD in an Amount of \$40,920.00.

#2015-305 - Approving Bid Award for Two (2) 2016 Solid Waste Transfer Trailers for the Solid Waste Division of the Public Works Department with Wilkens Industries of Morris, MN in an Amount of \$132,214.00.

#2015-306 - Approving Bid Award for One (1) 2016 35,000 Pound Four Wheel Drive Front End Loader for the Solid Waste Division of the Public Works Department with NMC of Doniphan, NE in an Amount of \$236,623.00.

#2015-307 - Approving Change Order No. 1 for 3rd Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 with The Diamond Engineering Co. of Grand Island, NE for a decrease of \$1,203.00 and a revised contract amount of \$168,459.70.

#2015-308 - Approving Change Order No. 2 for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14 with The Diamond Engineering Co. of Grand Island, NE for Time Extension to April 29, 2016.

#2015-309 - Approving Restricted Parking in Front of 234 East 3rd Street.

#2015-310 – Approving Change Order No. 1 for GITV Control Center HD Upgrade (Phase III) with AVI Systems of Omaha, NE for an Increase of \$63,350.00 and a Revised Contract Amount of \$163,350.00.

#2015-311 - Approving Renewal of the South Central Area Law Enforcement Services (SCALES) Interlocal Agreement.

#2015-312 - Approving Contract for Library Voice Communications System with Americom Communications Corporation of Lincoln, NE in an Amount of \$14,774.00.

#2105-313 - Approving Contract Extension Request for Comprehensive Revitalization Community Development Block Grants with the Nebraska Department of Economic Development.

RESOLUTIONS:

#2015-314 - Consideration of Request from 2nd Street Stop, Inc. dba Pam's 1 Stop C Store and Value Inn Motel, 2105 West 2nd Street for a Class "D" Liquor License and Liquor Manager Designation for Pamela Ehlers, 2170 N. Monitor Road. This item related to the aforementioned Public Hearing.

Motion by Stelk, second by Hehnke to approve Resolution #2015-314. Upon roll call vote, all voted aye. Motion adopted.

#2015-315 - Consideration of Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street for an Addition to their Class "IK-086925" Liquor License. This item related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve Resolution #2015-315. Upon roll call vote, all voted aye. Motion adopted.

#2015-316 - Consideration of Appointment of Daniel Brotzman as City Attorney. Mayor Jensen commented on the process of appointing statutory positions. Recognized was current City Attorney Robert Sivick. Mayor submitted the appointment of Daniel Brotzman as City Attorney. Mr. Brotzman would start work on January 4, 2016 at Step 15 of the City Attorney salary table of \$124,489.13. Mr. Brotzman thanked the Mayor and Council for the opportunity.

Mr. Brotzman answered questions concerning the significant pay cut. He stated he was looking to join this community and not for other opportunities. Cost of living between Denver and Grand Island was mentioned.

Tom O'Neil, 2017 Barbara Avenue thanked Mr. Brotzman for choosing Grand Island.

Motion by Donaldson, second by Haase to approve Resolution #2015-316. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Hehnke to approve the Claims for the period of October 28, 2015 through November 10, 2015, for a total amount of \$3,435,710.02. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:32 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-2

Approving Appointments of Dean Sears, Derek Apfel and John Hoggatt to the Interjurisdictional Planning Commission

Mayor Jensen has submitted the re-appointment of Dean Sears and the appointments of Derek Apfel and John Hoggatt to the Interjurisdictional Planning Commission. Mr. Apfel and Mr. Hoggatt will replace Julie Connelly and Karen Bredthauer whose terms expired May 24, 2015. The appointments would become effective immediately upon approval by the City Council and would expire on November 30, 2016.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-3

Approving Appointment of Jerry Huisman to the Zoning Board of Adjustment

Mayor Jensen has submitted the appointment of Jerry Huisman to the Zoning Board of Adjustment to replace Karen Bredthauer. The appointment would become effective immediately upon approval by the City Council and would expire on August 31, 2018.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-4

Approving Re-Appointment of Jolene Wojcik to the Grand Island Facilities Corporation Board

Mayor Jensen has submitted the re-appointment of Jolene Wojcik to the Grand Island Facilities Corporation board. The appointment would become effective December 1, 2015 upon approval by the City Council and would expire on November 30, 2018.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-5

#2015-317 - Approving Buy Back for One (1) Four-Wheel Drive Skid Steer Loader for the Street Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 24, 2015

Subject: Approving Buy Back for One (1) Four-Wheel Drive Skid Steer Loader for the Street Division of the Public Works Department

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

Background

The four-wheel drive skid steer loader is mainly used for asphalt roadway patching. The equipment clears and loads millings from sections of roadway in preparation for new hot-mix asphalt.

In November of 2014, the City Council approved the purchase of a new four-wheel drive skid steer loader and future participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE. The Buyback program gives the City an opportunity to own a new machine, at minimal cost, each year lowering the risk of down time for a key piece of equipment and reducing equipment maintenance costs. The details of the approved buyback program are attached.



Examples of Skid Steer Loaders

Discussion

The purchase price of a new four-wheel drive skid steer loader is \$33,628.34 with an estimated trade-in value of \$31,428.34 for the old unit; net purchase price for the new four-wheel drive skid steer would be \$2,200. This price is based on 250 hours of use on the old skid steer which may vary slightly at time of delivery. The breakdown calculation of cost based on the buyback program is below.

S570 T4 Bobcat Skid Steer Loader	
Cost of Use	
\$6/HR @ 250 HRS	\$1,500.00
New Machine Price Increase	\$700.00
Net Purchase Price	\$2,200.00

Public Works staff is recommending the purchase of One (1) New Four-wheel drive Skid Steer Loader from Central Nebraska Bobcat of Grand Island, NE for \$33,628.34 with a trade-in of \$31,428.34 for a net price purchase price of \$2,200.00.

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 One (1) New Four-wheel drive Skid Steer Loader from Central Nebraska Bobcat of Grand Island, NE for \$33,628.34 with a trade-in of \$31,428.34 for a net price purchase price of \$2,200.

Sample Motion

Move to approve the purchase of One (1) New Four-wheel drive Skid Steer Loader from Central Nebraska Bobcat of Grand Island, NE for \$33,628.34 with a trade-in of \$31,428.34 for a net price purchase price of \$2,200.



Central Nebraska Bobcat

3809 Westgate Rd. Grand Island, NE 68803 308-384-9222

2634 Hwy 30 East, Kearney, NE 68847 308-236-6003

South Central Bobcat 2411 Osborne DR East Hastings, NE 68901 402-462-5332

SKID STEER LOADER BUY-BACK/RE-PURCHASE PROGRAM

Central Nebraska Bobcat offers a re-purchase program with the following stipulations.

The initial purchase must participate in Bobcat's Municipal Discount program and each year the re-purchase must qualify for the Municipal Discount program.

Yearly the equipment purchased must be traded for a new machine with the same options as the trade. The traded machine must be in good condition with normal wear and tear expected. There should be no extensive damage needing repaired or the machine will not qualify for the re-purchase program. Upon meeting these requirements the machine will be traded with the new machine at a cost to the customer of \$6.00 per hour on the traded machine if the tires and wheels of the traded machine are kept for the new machine plus any price increases, or \$8.00 per hour on the traded machine if new tires and wheels are requested plus any price increases.

We will honor this re-purchase agreement as long as all equipment qualifies for the Municipal Discount Program offered by Bobcat.

RESOLUTION 2015-317

WHEREAS, the City of Grand Island approved participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE in November of 2014 for a four-wheel drive skid steer loader; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new rubber tire skid loader for \$33,628.34; and

WHEREAS, Central Nebraska Bobcat offered a trade-in value of \$31,428.34 for the Streets Divisions' current skid steer loader based on 250 hours of use; and

WHEREAS, participation in the buyback of the four-wheel drive skid steer loader would cost a net of \$2,200.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of One (1) New Rubber Tire Skid Steer Loader from Central Nebraska Bobcat of Grand Island, NE for \$33,628.34, with a trade-in of \$31,428.34, for a net price purchase price of \$2,200 is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 20152	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-6

#2015-318 - Approving Buy-Back for One (1) Compact Track Loader for the Street Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 24, 2015

Subject: Approving Buy-Back for One (1) Compact Track Loader for the Street Division of the Public Works Department

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

Background

The compact track loader is a front line machine for the Street Division's concrete repair crew that is primarily used for concrete removal (sawing, hammering, and excavating). The tracks on the machine make it ideal for cleaning detention cells and performing dirt work. This unit has a number of attachments that allow it to be used for other functions like loading trees and mowing. It is one of the most versatile and heavily used pieces of equipment that is owned by the Street Division.

In November of 2014, the City Council approved the purchase of a new compact track loader and future participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE. The Buyback program gives the City an opportunity to own a new machine, at minimal cost, each year lowering the risk of down time for a key piece of equipment and reducing equipment maintenance costs. The details of the approved buyback program are attached.



Examples of Compact Track Loaders

Discussion

The purchase price of a new compact track loader is \$48,188.17 with an estimated trade-in value of \$41,097.17 for the old unit; net purchase price for the new compact track loader would be \$7,091.00. This price is based on 600 hours of use on the current compact track loader which may vary slightly at time of delivery. The breakdown calculation of cost based on the buyback program is below.

T650 T4 Bobcat Compact Track Loader	
Cost of Use	
\$11/HR @ 600 HRS	\$6,600.00
New Machine Price Increase	\$491.00
Net Purchase Price	\$7,091.00

Public Works staff is recommending the purchase of One (1) New Compact Track Loader from Central Nebraska Bobcat of Grand Island, NE for \$48,188.17 with a trade-in value of \$41,097.17 for a net price purchase price of \$7,091.00.

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 One (1) New Compact Track Loader from Central Nebraska Bobcat of Grand Island, NE for \$48,188.17 with a trade-in value of \$41,097.17 for a net price purchase price of \$7,091.00.

Sample Motion

Move to approve the purchase of One (1) New Compact Track Loader from Central Nebraska Bobcat of Grand Island, NE for \$48,188.17 with a trade-in value of \$41,097.17 for a net price purchase price of \$7,091.00.



Central Nebraska Bobcat

3809 Westgate Rd. Grand Island, NE 68803 308-384-9222
2634 Hwy 30 East, Kearney, NE 68847 308-236-6003
South Central Bobcat 2411 Osborne DR East Hastings, NE 68901 402-462-5332

TRACK LOADER BUY-BACK/RE-PURCHASE PROGRAM

Central Nebraska Bobcat offers a re-purchase program with the following stipulations.

The initial purchase must participate in Bobcat's Municipal Discount program and each year the re-purchase must qualify for the Municipal Discount program.

Yearly the equipment purchased must be traded for a new machine with the same options as the trade. The traded machine must be in good condition with normal wear and tear expected. There should be no extensive damage needing repaired or the machine will not qualify for the re-purchase program. Upon meeting these requirements the machine will be traded with the new machine at a cost to the customer of \$11.00 per hour on the traded machine plus any price increases.

We will honor this re-purchase agreement as long as all equipment qualifies for the Municipal Discount Program offered by Bobcat.

RESOLUTION 2015-318

WHEREAS, the City of Grand Island approved participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE in November of 2014 for a compact track loader; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new compact track loader for \$48,188.17; and

WHEREAS, Central Nebraska Bobcat offered a trade-in value of \$41,097.17 for the Street Division's current compact track loader based on 600 hours of use; and

WHEREAS, participation in the buyback of the compact track loader would cost a net amount of \$7,091.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of One (1) New Compact Track Loader from Central Nebraska Bobcat of Grand Island, NE for \$48,188.17, with a trade-in of \$41,097.17, for a net price purchase price of \$7,091.00 is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 20152	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-7

#2015-319 - Approving 2015 Storm Water Management Plan Program Grant

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: November 24, 2015

Subject: Approving 2015 Storm Water Management Plan Program Grant

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

Background

In 2004, the EPA expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from all Nebraska communities with a population over 10,000. Subsequently, the City of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community in 2005. The City was issued a storm water permit for the time period of July 1, 2005 through December 31, 2010 by the Nebraska Department of Environmental Quality that includes a Storm Water Management Plan. Since 2011 the City has operated on an Administrative Extension, with a new 5 year permit cycle expected to be January 1, 2012 through December 31, 2017.

As a result of the passage of LB1226 in the 2006 Nebraska Legislative Session, \$2.5 million in funding was allocated for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs).

Grant awards are distributed to applicants according to population size.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$756,471.70 to date.

<i>FISCAL YEAR</i>	<i>GRANT AMOUNT RECEIVED</i>
2007	\$93,807.00
2008	\$93,806.70
2009	\$94,849.00
2010	\$92,849.00
2011	\$88,659.00
2012	\$73,978.00
2013	\$73,978.00
2014	\$73,978.00
2015	\$70,567.00
<i>TOTAL GRANT DOLLARS RECEIVED</i>	<i>\$756,471.70</i>

The past grant funds have been used for activities such as educating the public, developers/contractors of the requirements of the permit; storm sewer stenciling; dry weather inspections; municipal evaluations and facility run-off control planning; mapping of the storm sewer system; inspection of detention cells, and implementing BMPs at City owned facilities. Additionally, the grant funds have purchased a vehicle, GPS equipment, printer/plotter and various water sampling equipment.

The funds from this grant will be used for additional mapping of the storm sewer system, finalizing and implementing the construction (erosion/sediment control) program, wet weather sampling and supporting education efforts through various media forms.

Discussion

The Storm Water Management Plan Program Intergovernmental Agreement, which provides \$70,567.00 to the City to continue with this plan, is due Monday, December 1, 2015. A 20% match, or \$14,113.00, for the project is required and will be provided by the Public Works Department through staff time. Grant work under this program must be completed by June 30, 2017.

The City has seven (7) Minimum Control Measures (MCM's) that are identified in the storm water permit. Each MCM has a number of Best Management Practices (BMP's) that are used to carry out the MCM's. An example BMP is marking curb inlets that remind the public not to dump in the inlet because it drains to a stream or river.

Grant activities are restricted to the Best Management Practices (BMP's) and seven (7) Minimum Control Measures (MCM's) identified in the City storm water permit. The seven (7) MCM's are:

1. Education and Outreach
2. Public Involvement/Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Storm Water Runoff Control
5. Post-Construction Storm Water Management in new development and redevelopment
6. Pollution Prevention good housekeeping for municipal operations
7. Wet Weather Monitoring

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

Public Works Administration recommends that the Council approve a resolution directing the Mayor to sign the Intergovernmental Agreement.

Sample Motion

Move to approve the resolution.



Pete Ricketts
Governor

DEPARTMENT OF ENVIRONMENTAL QUALITY
Jim Macy

Director
Suite 400, The Atrium
1200 'N' Street
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186
FAX (402)471-2909
website: <http://deq.ne.gov>

NOV 16 2015

Mr. Terry Brown
City of Grand Island
PO Box 1968
Grand Island, NE 68802-1968

RE: 2015 Storm Water Management Plan (SWMP) Program – Intergovernmental Agreement

The City of Grand Island is being awarded **\$70,567** for the implementation of its SWMP.

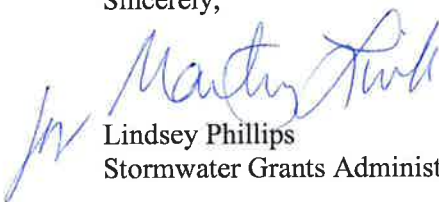
Requirements and restrictions:

- This money must be used to implement the NPDES Municipal Separate Storm Sewer System permit.
- This money must not be used for normal operations and maintenance or flood control expenditures.
- The City of Grand Island must provide a 20 percent cash match for funds received; this is at least **\$14,113**.
- The grant award and cash match must be kept together in their own account.
- Reports must be submitted for the duration of the project as follows:

- ▶**First report: semi-annual due July 31, 2016** (for reporting period January 1–June 30).
- ▶**Second report: annual (FINAL) due July 31, 2017** (for reporting period July 1– June 30).

Enclosed is an original Intergovernmental Agreement for this grant award. Please return the signed original to me, keeping a copy for your files, by **3:00 p.m., Tuesday, December 1, 2015**. The city will receive full payment of the grant amount, **\$70,567**, within 30 working days from receipt of the signed Intergovernmental Agreement. If you have any additional questions or concerns, please contact me at 402-471-6988 or e-mail at lindsey.phillips@nebraska.gov.

Sincerely,


Lindsey Phillips
Stormwater Grants Administrator

Enclosures
cc: Mayor Jeremy Jensen

INTERGOVERNMENTAL AGREEMENT
Between the
Nebraska Department of Environmental Quality
and the
City of Grand Island
Regarding the Implementation of the
Storm Water Management Plan Program
NDEQ Reference Number: 2015-45564494

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and the City of Grand Island (Sponsor).

WHEREAS, the Sponsor agrees to utilize funds which have been made available to NDEQ pursuant to Nebraska State Statute 46-2,139; and

WHEREAS, grant monies are being awarded to cities and/or counties with an NDEQ-approved storm water management plan to fund the duties required under the federal Clean Water Act, 33 U.S.C. 1251 et seq., as such act existed on January 1, 2006, regarding storm water runoff under the National Pollutant Discharge Elimination System (NPDES) requirements; and

WHEREAS, grant funds of **\$ 70,567** and a nonfederal match of at least **\$ 14,113** are to be used to implement the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

I. TERM OF AGREEMENT

This Agreement will go into effect **December 1, 2015** and will remain in effect until **June 30, 2017** unless either terminated under Section Q or extended by amendment under Section E of this Intergovernmental Agreement.

II. CONDITIONS OF AGREEMENT

A. General Conditions

1. The Sponsor agrees to submit to the NDEQ progress reports by July 31st of each year addressing project activity for the first 7 months and a final report addressing activities for the remainder of the agreement. The progress report and the final report must contain the following components:
 - a. Progress to date;
 - b. Financial report of the money spent on each NPDES Municipal Separate Storm Sewer System permit category the activity is listed under, and the amount (in dollars) of funds spent in each category including in-kind/match contributions.
 - c. Certification that equipment purchased from grant funds was used only for grant purposes;
 - d. Significant findings or events; and
 - e. Corrective actions taken to resolve any problems that are encountered.
2. The Sponsor agrees that if indirect costs are authorized, as specified in the approved plan, they will be charged at the approved indirect rate.
3. The Sponsor agrees that a copy of any contract, interagency agreement, subagreement and/or procurement of equipment under this grant for a value of \$5,000.00 or more, must receive NDEQ approval prior to expenditure of funds associated with those transactions. Copies of all contracts, procurements, subagreements, and interagency agreements will be provided to the NDEQ with the annual report.

4. Any equipment purchased from grant funds shall be retained by the Sponsor unless otherwise notified in writing by the NDEQ. The Sponsor agrees that at the end of the grant period the Sponsor will continue to use the equipment purchased under this Intergovernmental Agreement only in the project or program for which it was acquired, whether or not the project or program continues to be supported by stormwater funds.
5. A Quality Assurance/Quality Control plan must be approved by NDEQ prior to expending any funds for environmental monitoring. Any environmental data collected must be provided to NDEQ.
6. The Sponsor agrees to recognize the contributions and/or involvement of the Nebraska Department of Environmental Quality in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met. A minimum of 3 copies of outreach material (printed or other media) produced under this grant shall be provided to the NDEQ, with the final report, unless otherwise specified.
7. A final project report for the previous state fiscal year, which runs from July 1st – June 30th must be submitted to NDEQ within 30 days after the end date of this agreement.

B. Statement of Costs

The Sponsor will submit, with their report, a detailed cost documentation of actual project expenses. For purposes of this agreement, expenditures and match claims shall be related to the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit. The Sponsor must contribute and report a 20 percent cash match by completion of the project.

C. Disbursements

1. The Sponsor shall receive full payment of the award amount within thirty (30) working days after receipt of this Intergovernmental Agreement signed by the Sponsor's authorized representative except that payment may be withheld if sponsor has failed to meet the requirements of prior agreements made pursuant to the requirements of §46-2,139. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. The Sponsor must make expenditures only for activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.
3. The total amount of payments under this Agreement shall not exceed **\$ 70,567**.

D. Work Description

This Agreement encompasses the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

E. Amendments

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the NDEQ.

F. Forfeiture, Repayment and Delays in Disbursement of Funds

Violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the Municipal Separate Storm Sewer System permit, including any amendments thereto which have been properly approved by the NDEQ, may result in the recovery of any or all funds disbursed by the NDEQ. Any funding expended for an unapproved activity shall be forfeited.

G. Remedies Not Exclusive

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

H. Assignment

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

I. Hold Harmless

The Sponsor agrees to hold NDEQ harmless for loss or damage sustained by any person as a Direct result of negligent or willful acts by the Sponsor, its employees, subcontractors, or agents in the performance of this agreement including all associated costs of any defending action.

J. Waiver of Rights

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

K. Applicable Rules and Regulations

Both parties shall abide by all applicable rules and regulations of the NDEQ including any that may be adopted subsequent to the effective date of this Agreement, except those that would invalidate or be inconsistent with the provisions of this Agreement.

L. Inspection of Books, Records and Reports

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

M. Independent Contractor

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NDEQ's agent, representative or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

N. Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

O. Drug Free Workplace

The Sponsor, by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

P. Publication Rights

All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.

Q. Termination

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

R. New Employee Work Eligibility Status

The Sponsor is required and hereby agrees to use, and require sub-contractors to use, a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Sponsor utilizes a contractor who is an individual or sole proprietorship, the following applies:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<http://www.das.state.ne.us/>

http://www.das.state.ne.us/?lb403/attestation_form.pdf

If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

S. Project Managers

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

NDEQ

Lindsey Phillips
Storm Water Coordinator/
Watershed Planning Specialist
Planning Unit
402-471-6988

Sponsor

Terry Brown
Assistant Public Works Director
City of Grand Island

III. SIGNATORIES TO THE INTERGOVERNMENTAL AGREEMENT

By signature on this document, the Sponsor certifies that all funds spent will be utilized for activities identified in the Sponsor's Municipal Separate Storm Sewer System permit.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: Dennis Burling

TITLE: Acting Deputy Director



DATE: 11/13/15

CITY OF GRAND ISLAND

BY: Jeremy Jensen

TITLE: Mayor

DATE: _____

RESOLUTION 2015-319

WHEREAS, in 2005, the Environmental Protection Agency expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from Nebraska communities with a population over 10,000; and

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was issued a storm water permit from the Nebraska Department of Environmental Quality; and

WHEREAS, the City Of Grand Island has developed a Storm Water Management Plan (SWMP) in conformance with the storm water permit; and

WHEREAS, the City Of Grand Island, Nebraska is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) to be used to implement the activities identified in the Sponsor’s NPDES Municipal Separate Storm Sewer System permit from the State of Nebraska; and

WHEREAS, the City is scheduled to receive \$70,567.00 with the required twenty percent (20%) match for the project provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality will accept the signed agreement until Monday, December 1, 2015, with funds being awarded to the City upon execution and submission of the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to accept the funding from the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Program Grant.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute such grant intergovernmental agreement and other documentation on behalf of the City Of Grand Island for such grant purposes.

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-8

#2015-320 - Approving Agreements with NDOR- Rail and Public Transit for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2016 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Work Director

Meeting: November 24, 2015

Subject: Approving Agreements with NDOR- Rail and Public Transit for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2016 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Background

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450 of the current federal transportation bill. On an annual basis, the MPO develops a Unified Planning Work Program (UPWP), which identifies work activities to be performed during the fiscal year. The UPWP is approved by the MPO Policy Board and City Council. The UPWP is then submitted to the Department of Roads for review, and forwarded for approval for federal reimbursement by the Federal Highway Administration, and Federal Transit Administration.

Discussion

The Nebraska Department of Roads-Rail and Public Transit has drawn up Program Agreements with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2016. The agreement with the Department of Roads is attached for reference.

The maximum Federal Transit Administration, Section 5305, participation under the FY 2016 (July 1, 2015 – June 30, 2016), Unified Planning Work Program (UPWP) is not to exceed \$39,042.00 for FY 2016.

The Federal share for the FY 2016 transit planning portion of this project will be a maximum of 80% of the eligible costs. The local 20% funds would be the City's obligation not to exceed \$9,760.50 and can be part of inkind services (staff time & expenses). Total cost is not expected to exceed \$48,802.50 for the MPO transit planning portion.

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 authorizes the Mayor to sign the Fiscal Year 2016 Transit Transportation Planning Program agreement.

Sample Motion

Move to approve resolution authorizing the Mayor to sign the agreement.

AGREEMENT
BETWEEN
THE CITY OF GRAND ISLAND
AND THE
STATE OF NEBRASKA
DEPARTMENT OF ROADS

City of Grand Island
Project No. C990(016)
Section 5305 – FTA Planning

THIS AGREEMENT, entered into by the City of Grand Island, (hereinafter referred to as City) and the State of Nebraska, Department of Roads (hereinafter referred to as the State) is for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2015, as outlined in the Unified Planning Work Program attached to this Agreement.

Funding for GIAMPO's portion of transportation planning activities is shown in the Unified Planning Work Program. The maximum amount of cash support from the State under this Agreement is \$39,042.00 of 49 USC Section 5305(d)and(e) funds for Fiscal Year 2016. The Project funds referred to in this Agreement are subject to the grant management requirements of the Federal Transit Administration Circular FTA C 5010.1D, Rev.1, August 27, 2012, and specifically, the Financial Management provisions contained in Chapter VI. The Federal Share of the Project funds will be from FTA Grant NE-80-025, Catalog of Federal Domestic Assistance #20.505.

WHEREAS, the Federal transportation's legislation requires that a continuing, comprehensive transportation planning process be carried on cooperatively between State and Local governments in urban areas of over 50,000 population; and

WHEREAS, the City has agreed to establish and maintain a continuing comprehensive and cooperative transportation planning process in the Metropolitan Area on behalf of those governmental subdivisions; and

WHEREAS, the City has been designated as the recipient agency for planning funds pursuant to the Federal Transportation Administration's legislation; and

WHEREAS, the Federal transportation's legislation requires the State to administer the 49 USC Section 5305 Planning Funds for the Federal Transit Administration (FTA);

NOW, THEREFORE, in consideration of these facts the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. The work to be performed under the terms of this Agreement for GIAMPO's transportation planning program will be conducted in accordance with the fiscal year 2016 Unified Planning Work Program included herewith as Exhibit "C" and made a part of this Agreement.
- B. The City shall:
 - 1. Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the Unified Planning Work Program.
 - 2. Assign qualified GIAMPO staff personnel as needed to execute GIAMPO's portion of the Unified Planning Work Program.
 - 3. Coordinate all transit planning activities with other transportation service providers in the area.
 - 4. Arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the Program.
- C. State shall
 - 1. Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by the State.

II. DURATION OF AGREEMENT

The City and the State agree to perform their responsibilities as outlined in the Unified Planning Work Program within the time of this Agreement. The Agreement shall cover all work performed commencing with the fiscal year beginning July 1, 2015 and ending June 30, 2016.

City of Grand Island
Project No. C990(016)
Section 5305 – FTA Planning

- 2 -

III. PAYMENT

- A. The State agrees to pay for the services rendered by the City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct and indirect costs in accordance with the applicable provisions of 23 CFR 172 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation System. When specific Federal Highway Administration reimbursement policy differs from the Federal Acquisition Regulation System the Federal Highway Administration policy shall apply. When claimed for reimbursement, the rate for indirect costs will be, at a maximum, that determined by an audit of GIAMPO's payroll and related expenses for the FY 2016 PL Contractual Agreement. Only those payroll-related expenses shown in the E Element of Exhibit "A" and included in the employee fringe benefits in Part 1.31.6 of the Federal Acquisition Regulation System (48 CFR 1.31.6) will be eligible for reimbursement. Direct and indirect costs shall not exceed, in any event, thirty-nine thousand and forty-two dollars (\$39,042) for costs incurred during fiscal year 2016.
- B. Payments will be made to the City not more often than once each thirty (30) days, and shall be for services theretofore performed under this Agreement. The City shall submit invoices in duplicate within twenty (20) days following the end of the period covered by the account. The invoices or supplements thereto shall be the basis of payment pursuant hereto, and shall contain a statement of the City's estimate of the percentage of work completed and be signed by a responsible representative of the City certifying that all of the items therein are true and correct for the work performed under the provisions of this Agreement. Payment shall be made subject to audit by duly authorized representatives of the State. The State upon receipt of the proper invoices will make every reasonable effort to provide payment to the City within fifteen (15) calendar days thereafter.
- C. Payment for partial billings will be determined by multiplying the value of the percentage of work completed by 0.80. In no event may the total interim payments exceed eighty percent of the value of the total work completed and may not exceed \$39,042 for fiscal year 2016.
- D. The City shall submit to the State a listing of all City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the City whose time is directly assignable to the Program shall keep and sign a time record showing element of Program, date and hours worked and title of position.
- E. It is understood that reimbursement for out-of-state travel costs will not be requested by the City unless written prior approval for such travel has been given by the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.

IV. CHANGES IN THE WORK PROGRAM

- A. If, after consultation with the State, it is determined that changes to the work program are necessary, written approval by the State and the FTA shall be obtained.
- B. The parties to this Agreement agree to collaborate closely on the decisions affecting the composition, scope and duration of the work and those decisions shall receive the written approval of the State prior to proceeding with the Program.
- C. If, as the work progresses, major changes in the schedules, funding, scope, character or estimated total cost of the work to be performed is deemed necessary or desirable, adjustments for payment or modification in the performance of the work shall be submitted by supplemental agreement to the State for review and approval by the State and the FTA.

City of Grand Island
Project No. C990(016)
Section 5305 – FTA Planning

- 3 -

V. REPORTS

The City shall prepare reports suitable for publication as indicated in the Work Program. Two (2) copies of a draft of each report shall be submitted to the State for review and approval. Upon final review and approval by the State, and the FTA, the City will deliver to the State two (2) copies of the final printed report. If the State so requests and so authorizes in writing, the City shall deliver a reasonable number of additional copies of an interim or final report to the State within sixty (60) calendar days of such request.

VI. INSPECTION OF WORK

The State and authorized personnel of the FTA or any authorized representative of the Federal government shall at all times be accorded proper facilities for review and inspection of the work hereunder and shall at all times have access to the premises of all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the work hereunder.

VII. RECORDS

The City shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the State, FTA or any authorized representative of the Federal government and shall permit extracts and copies thereof to be made, during the contract period and for three (3) years after the date of final payment.

VIII. AUDITS

The City shall at all times afford a representative of the State, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require, shall produce and exhibit such books, accounts, documents and property as he may desire to inspect, and shall in all things aid him in the performance of his duties. The City shall be responsible for meeting the audit requirements of OMB Omni Circular , or any revision or supplement thereof.

IX. OWNERSHIP OF DATA

Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

X. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of the State and FTA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FTA. However, if the State or FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the State or the Federal Transit Administration."
- D. In the event of failure of agreement between the State and the City relative to the publication of any reports during the period of the contract, each party reserves the

right to publish independently, in which event the non-concurrence of the other party shall be set forth, if requested.

- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper had not been reviewed by the State.

XI. CLAIMS

The City indemnifies, saves and holds harmless the State and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the City hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the City. It is further agreed that any and all employees of the City and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the State, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

XII. CONTRACTUAL SERVICES

All agreements for contractual services pertinent to the Unified Planning Work Program and subject to partial reimbursement under this Agreement shall be submitted to the State for review and prior to final execution shall have been approved in writing by the State. The City intends to provide the services pertinent to the Unified Planning Work Program with its own personnel. It is understood, however, that not less than fifty percent (50%) of such work will be performed with City personnel and/or by subcontract with other public agencies.

XIII. CANCELLATION

The State reserves the right to cancel this Agreement at any time it deems it to be in the best interest of the State upon giving thirty (30) days written notice of such cancellation to the City. If the contract is cancelled under this provision, the State shall reimburse the City for all expenses incurred and work completed to the date of cancellation.

XIV. LIMITATIONS OF LAW

It is mutually understood between the parties that the final authority in highway matters now vested in the State by federal and state statutory and case law shall not be affected by this Agreement.

XV. NONDISCRIMINATION

The City agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126 (Reissue 2010); and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this agreement.

City of Grand Island
Project No. C990(016)
Section 5305 – FTA Planning

- 5 -

XVI. TITLE VI

As the State is the recipient of the FTA Section 5305 funds and extends FTA financial assistance to the City to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. and related provisions in regulation, the State shall provide assistance to the City in complying with the general reporting requirements and shall monitor the City's compliance with Title VI (as outlined in Circular 4702.1B, Chapter III, 3, 10 and 11 and Appendix K). If the City subcontracts any of its metropolitan planning organization activities that the State provides the FTA Section 5305 funds for these activities, these Title VI provisions shall extend to the subcontracts.

XVII. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

XVIII. LOBBYING CERTIFICATION

The City agrees to abide by the provisions of the Federal Lobbying Certification since federal funds shown in this agreement exceed \$100,000. "Certification for grants, loans, and cooperative agreements" is included herewith as Exhibit "B" and made a part of this agreement - - -

XIX. EQUIPMENT

- A. The State agrees to participate in the cost of specialized items of equipment, not of a nature normally used or required in the regular administrative or engineering operations of the City, which items are required for, and will be used primarily on work incident to this Agreement, and the cost of which is considered reasonable.
- B. The City agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.
- C. The City agrees to obtain the approval of the State and of the FTA prior to the purchase of an item of equipment of the type described above in Paragraph A.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

EXECUTED by the City this _____ day of _____ 2015.

CITY OF GRAND ISLAND

ATTEST:

EXECUTED by the State this _____ day of _____ 2015.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Ryan Huff, P.E.
Rail & Public Transportation Engineer

Acknowledgement

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Ryan Huff, P.E., Rail & Public Transportation Engineer for the State of Nebraska, Department of Roads.

Notary Public

(Seal)

City of Grand Island
Project No. C990(016)
Section 5305 – FTA Planning

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

City of Grand Island
Project No. C990(016)
Section 5305 – FTA Planning
EXHIBIT "A"

CERTIFICATION REGARDING LOBBYING

Certification for Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying."

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certified this _____ day of _____ 2015.

CITY OF GRAND ISLAND

ATTEST:

City of Grand Island
Project No. C990(016)
Section 5305 – FTA Planning
EXHIBIT "B"

RESOLUTION 2015-320

WHEREAS, the Nebraska Department of Roads has prepared a Planning Agreement for Fiscal Year 2016 for the City of Grand Island for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2015, as outlined in the Unified Planning Work Program attached to such agreements; and

WHEREAS, the maximum amount of cash support from the State under such agreement is \$39,042.00 of 49 USC Section 5305 funds for Fiscal Year 2016; and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$9,760.50 and can be part of inkind services (staff time & expenses); and

WHEREAS, an agreement with the Nebraska Department of Roads for Fiscal Year 2016 is required to proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska Department of Roads for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2015, as outlined in the Unified Planning Work Program attached to such agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2016.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-9

**#2015-321 - Approving Change Order No. 2 for South Blaine Street
Bridge Replacements; Project No. 2014-B-1**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 24, 2015

Subject: Approving Change Order No. 2 for South Blaine Street Bridge Replacements; Project No. 2014-B-1

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

Background

The City Council awarded the bid, in the amount of \$384,983.95, for construction of South Blaine Street Bridge Replacements; Project No. 2014-B-1 to The Diamond Engineering Co. of Grand Island, Nebraska on January 13, 2015 by Resolution No. 2015-9.

On August 11, 2015, via Resolution No. 2015-13, City Council approved Change Order No. 1 for such project. This change order addressed additional work in upgrading the asphalt roadway to concrete pavement, as well as extending the completion date from August 1, 2015 to November 30, 2015.

Any changes to the contract require council approval.

Discussion

Several factors have further delayed completion of the project; including inclement weather and scheduling conflicts; therefore The Diamond Engineering is requesting the final completion date be modified from November 30, 2015 to April 29, 2016.

There will not be any adjustment in the contract price for this time extension.

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 extending the completion date to April 29, 2015 as noted in Change Order No. 2.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: South Blaine Street Bridge Replacements; Project No. 2014-B-1

CONTRACTOR: The Diamond Engineering Co.

AMOUNT OF ORIGINAL CONTRACT: \$384,983.95

PLUS CHANGE ORDER NO. 1: \$40,994.72

TOTAL CONTRACT PRICE: \$425,978.67

CONTRACT DATE: January 13, 2015

Notice to Proceed Date ----- January 22, 2015

Original Completion Date ----- August 1, 2015

Revised Completion Date No. 1----- October 30, 2015

Revised Completion Date No. 2 ----- April 29, 2016

The Diamond Engineering Co.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____
John Collins PE, Public Works Director/City Engineer

Date _____

By _____
Jeremy L. Jensen, Mayor

Date _____

Attest _____
City Clerk

RESOLUTION 2015-321

WHEREAS, on January 13, 2015, by Resolution 2015-9, the City Council of the City of Grand Island approved the bid of The Diamond Engineering Co. of Grand Island, Nebraska for construction of South Blaine Street Bridge Replacements; Project No. 2014-B-1; and

WHEREAS, on August 11, 2015, by Resolution 2015-213, the City Council approved Change Order No.1, which addressed additional work in upgrading the asphalt roadway to concrete pavement, as well as extending the completion date from August 1, 2015 to November 30, 2015.

WHEREAS, the completion of such project has been further delayed due to several factors; and

WHEREAS, The Diamond Engineering Company has requested an extension from November 30, 2015 to April 29, 2016 in order to complete the project; and

WHEREAS, there will not be any adjustment in the contract price for this time extension; and

WHEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and The Diamond Engineering Co. of Grand Island, Nebraska to provide the modifications of South Blaine Street Bridge Replacements; Project No. 2014-B-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-10

**#2015-322 - Approving Maintenance Agreement No. 12 Renewal
with the Nebraska Department of Roads for Calendar Year 2016**

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 24, 2015

Subject: Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Roads for Calendar Year 2016

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

Background

Each year the City and the Nebraska Department of Roads enter into an agreement for the maintenance of Highways within the City Limits. The certification that calendar year 2015 work was performed by the City will be presented at the first January 2016 City Council meeting. The agreement for 2016 has been prepared. The content and scope of the agreement is the same as that of previous years.

Discussion

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2016 will be a payment to the City of \$35,672.00.

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 pass a resolution approving Maintenance Agreement No. 12 for calendar year 2016.

Sample Motion

Move to approve Maintenance Agreement No. 12 for calendar year 2016.



AGREEMENT RENEWAL

Maintenance Agreement No. 12
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

We hereby agree that Maintenance Agreement No. 12 described above be renewed for
the period January 1, 2016 to December 31, 2016.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2012.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of _____

City Clerk

Mayor

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Roads

DR Form 507, February 2009



Exhibit B

City of: GRAND ISLAND

Date: 11/4/15

Surface Maintenance

From Exhibit "C", it is determined that the State's responsibility for surface maintenance within the City limits is 29.98 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Exhibit "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on Exhibit "C".

Amount due the City for surface maintenance:

29.98 lane miles x \$1,900.00 per lane mile = \$56,962.00.

Snow Removal

From Exhibit "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$500.00 per lane mile for performing snow removal on those lanes listed on Exhibit "C".

Amount due the State for snow removal:

42.58 lane miles x \$500.00 per lane mile = \$21,290.00

Other (*Explain*)

\$56,962.00 - \$21,290.00 = \$35,672.00 due the CITY

**EXHIBIT C
CITY OF GRAND ISLAND**

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.03	232.77	0.74	2	1.48	1.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 /281 to Webb /281	US 281	67.45	67.94	.49	4	1.96	*1.96**	
N of Webb Rd/281 to Corp Limits								
TOTALS		68.20	72.60	4.40	4	17.60	*17.60**	17.04
				19.21		67.34	50.30	

****29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

***42.58 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2015-322

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Roads for the term January 1, 2016 through December 31, 2016 is hereby approved; and 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, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
November 20, 2015	☒ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-11

#2015-323 - Approving Bid Award - Water System Network Upgrade

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: November 24, 2015

Subject: Water System - Well Field Network Upgrade

Presenter(s): Lynn Mayhew, Assistant Utilities Director, Production

Background

The City's Municipal Water System is supplied primarily from the Platte River Wellfield, comprised of 21 wells and a pumping station.

The existing communication system uses radio links from the Wellfield and Rogers Pumping Station to Platte Generating Station and then a two-way fiber link to Burdick Station, which is also used for business communication. To increase security, the communications need to be split to a dedicated single fiber link. This project will upgrade the network switches and have the water system run on a secured control network, maintaining security and dependability of the City Water System.

Discussion

Specifications for the Water System Network Upgrade were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on November 10, 2015. The engineer's estimate for this project was \$110,000.00.

Bidder	Bid Price
Huffman Engineering, Inc., Lincoln, NE	\$82,464.90

The bid was reviewed by plant engineering staff and no exceptions were noted.

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 bid for Water System Network Upgrade to Huffman Engineering, Inc., of Lincoln, Nebraska, as the low responsive bidder, in the amount of \$82,464.90.

Sample Motion

Move to approve the bid from Huffman Engineering, Inc., for the Water System Network Upgrade in the amount of \$82,464.90.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 10, 2015 at 2:00 p.m.
FOR: Water System – Network Upgrade
DEPARTMENT: Utilities
ESTIMATE: \$110,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: October 24, 2015
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder: Huffman Engineering, Inc.
Lincoln, NE
Bid Security: North American Specialty Ins. Co.
Exceptions: None

Bid Price:
Material: \$41,830.00
Labor: \$35,240.00
Sales Tax: \$ 5,394.00
Total Bid: \$82,464.90

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Lynn Mayhew, Assist. Utilities Director

Pat Gericke, Utilities Admin. Assist.
William Clingman, Interim Finance Director
Karen Nagel, Utilities Secretary

P1852

RESOLUTION 2015-323

WHEREAS, the City of Grand Island invited sealed bids for Water System Network Upgrade according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 10, 2015, bids were received, opened and reviewed; and

WHEREAS, Huffman Engineering, Inc., of Lincoln, 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 \$82,464.90; and

WHEREAS, the bid of Huffman Engineering, Inc., is less than the estimate for Water System Network Upgrade.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Huffman Engineering, Inc., in the amount of \$82,464.90, for Water System Network Upgrade, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
November 20, 2015	☒ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-12

#2015-324 - Approving Well and Pipe Cleaning for the Grand Island Water System

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 24, 2015

Subject: Well and Pipe Cleaning

Presenter(s): Lynn Mayhew, Assistant Utilities Director, Production

Background

The Grand Island Water System has 21 wells on 1,200 acres between channels of the Platte River. Three of the wells send water through a Uranium Removal System installed in 2012, removing uranium that naturally occurs in the soil. This system uses a proprietary media that absorbs the uranium and then it is exchanged with new media once all the sites of the media are filled. Media exchanges are being required more frequently due to organic compounds that also naturally occur in the wells which are coating the media, reducing the amount of uranium that can be absorbed.

Discussion

Operations and Engineering Staff along with the HDR Engineering consultant have been researching a solution to extend the life of the media. It was determined that wells and the piping from the wells to the Uranium Removal Plant need to undergo a cleaning process to remove the organic compounds.

The wells will be set up for an annual cleaning with carbon dioxide injected into the wells. The pipe will have a one-time cleaning using a method called ice pigging.

There is only one company that provides this type of service. Other methods, such as foam pigging and chemical cleanings have been investigated and found not to be as effective as ice pigging for this application. If the cleaning is not done, there may be additional costs associated with the number of media exchanges that are occurring to maintain the uranium removal.

Since only one company provides this type of service, engineering staff received a bid for these services on November 11, 2015.

Bidder	Bid Price
Utility Services Group (Ice Pigging)	\$36,000.00
Utility Services Group (Well rehabilitation)	\$36,000.00

The total contract price for these services would be \$72,000.

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 Council award the Contract for Wellfield Well and Pipe Cleaning to Utility Services Group of Atlanta, Georgia, as the sole source, with a bid in the amount of \$72,000.00.

Sample Motion

Move to approve the bid from Utility Services Group for the well and pipe cleaning in the amount of \$72,000.00.

RESOLUTION 2015-324

WHEREAS, the Grand Island Water System has 21 wells between channels of the Platte River and three of the wells send water through a Uranium Removal System installed in 2012, removing uranium that naturally occurs in the soil; and

WHEREAS, this system uses a proprietary media that absorbs the uranium and then it is exchanged with new media once all the sites of the media are filled; and

WHEREAS, media exchanges are being required more frequently due to organic compounds that also naturally occur in the wells which are coating the media, reducing the amount of uranium that can be absorbed; and

WHEREAS, Engineering Staff along with HDR Engineering have determined that wells and the piping from the wells to the Uranium Removal Plant need to undergo a cleaning process to remove the organic compounds; and

WHEREAS, the wells we be set up to receive an annual cleaning with carbon dioxide injected into the wells, and the pipe will have a one-time cleaning using a method called “ice pigging”, and there is only one company that provides this type of service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the Utility Services Group of Atlanta, Georgia, as the sole source contractor to perform this work be awarded the contract in the amount of \$72,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-13

#2015-325 - Approving 2016 Police Fleet Purchases

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: November 24, 2015
Subject: 2016 Police Fleet Vehicle Purchases
Presenter(s): Steven Lamken, Police Chief

Background

The State of Nebraska contract for vehicles has been released. The Police Department has \$267,615 budget in Capital expenditures for the purchase of ten, 10, vehicles. Eight vehicles for the Patrol fleet, one vehicle for the Criminal Investigations Division, and one vehicle for the Administration Division. The Police Department is requesting to purchase eight (8) 2016 Ford Police Interceptor Utility vehicles from Anderson Ford Group for \$28,205 each, one Chevrolet Equinox from Husker Auto Group for \$21,162 and one Ford Fusion from Anderson Ford Group for \$17,821 all from the State contract for a total of \$264,623.

Discussion

The Police Department has \$267,615 budgeted in Capital Outlay for the purchase of ten, 10, fleet vehicles in 2016. The Police Department is requesting to purchase all fleet vehicles from the State of Nebraska contract.

The Department is replacing eight vehicles from the marked Patrol Division fleet. The Department is requesting to purchase eight 2016 Police Interceptor Utility vehicles under State contract #14356 OC from Anderson Auto Group at \$28,205 per vehicle for a cost of \$225,640. The Department is replacing one vehicle in the Criminal Investigations Division, CID, fleet. The Department attempts to maintain some variety in the types of vehicles used by the CID. The Department is requesting to purchase one 2016 Chevrolet Equinox under State contract #14381 OC from Husker Auto Group for \$21,162. The Department is replacing one vehicle in the Administration Division fleet. The Department is requesting to purchase one 2016 Ford Fusion under State contract #14370 OC from Anderson Ford Group for \$17,821.

The price for the eight Ford Police Interceptor Utility vehicles and the one Ford Fusion include a \$100.00 delivery fee to Grand Island. The Department will pick up the Chevrolet Equinox from Husker Auto Group. Options selected for vehicles are highlighted in the contract awards. The Department has been having our Patrol fleet

vehicles equipped with BLIS (Blind Spot Information System) that includes side and rear sensors and rear view camera. BLIS is not shown as an option in the State contract; however it is reflected in the Anderson Ford quote. Our Officers report that the BLIS system is an important and valuable safety feature in preventing accidents. The Police Department expects delivery of these vehicles in the spring of 2016.

Summary of requests:

Eight Anderson Ford Group	Ford PUV Interceptors Contract #14356 OC	\$28,205ea. / \$225,640
One Husker Auto Group	Chevrolet Equinox Contract #14381 OC	\$ 21,162
One Anderson Auto Group	Ford Fusion Contract #14370 OC	<u>\$ 17,821</u>
	Total Cost	\$264,623

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 eight 2016 Ford Police Interceptor Utility vehicles at \$28,205 each and one 2016 Ford Fusion at \$17,821 under State contract from Anderson Ford Group and the purchase of one 2016 Chevrolet Equinox at \$21,162 under State contract from Husker Auto Group for a total cost of \$264,623.

Sample Motion

Move to purchase of eight 2016 Ford Police Interceptor Utility vehicles at \$28,205 each and one 2016 Ford Fusion at \$17,821 under State contract from Anderson Ford Group and the purchase of one 2016 Chevrolet Equinox at \$21,162 under State contract from Husker Auto Group for a total cost of \$264,623.



November 10th, 2015

Sergeant Danny Dubbs, #319

111 Public Safety Drive

Grand Island, NE 68801

Pho: 308.385.5400 ext 2230

Fax:308.385.5410

Cell:308.391-3199

Email: ddubbs@gipolice.org

• **2016 Police Interceptor Utility**

- Base Price: \$27,699
- Cloth rear seats
- Courtesy light inoperable
- Deep tint glass: \$395
- Driver side spotlight
- Dome light
- Deliver to GI: \$100
- License plate led's
- 100 watt siren speaker
- Rear camera
- BLIS: \$545
- Power Driver Seat: \$425
- Deduct Push bumper: (-\$350)
- Deduct auxilliary battery: (-\$500)
- Deduct push bumper led's: (-\$109)
- Total price: \$28,205

- **2016 Ford Fusion**

- Base price: \$17,721
- Deliver to GI: \$100
- Total price: \$17,821

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr

Lincoln, NE 68521

Work-402-323-4013

Cell-402-617-4521

Fax-402-458-9805

bobbyc@andersonautogroup.com

www.andersonautogroup.com

Because People Matter...we will serve your needs by always doing what is right

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000



Ames, Chuck

To: Danny Dubbs
Subject: NEW QUOTE

Danny, The pricing on the 2016 Equinox will be \$20,764.00 Base
397.00 Power Seat
Blue Velvet
Total \$21,162.00

Chuck Ames
Business Elite Director
Husker Commercial Fleet
W:402-479-7576
C:402-610-0465
E: comes@huskerautogroup.com

SALES SERVICE PARTS
6833 TELLURIDE DRIVE • LINCOLN, NE 68521
BUS: 402-858-4908 • TOLL FREE: 866-558-8584 • FAX: 402-479-7652
<http://www.huskerautogroup.com>

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14356 OC
Primary Award
E85 Award

PAGE 1 of 4	ORDER DATE 10/14/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 14, 2015 THROUGH JULY 31, 2016

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

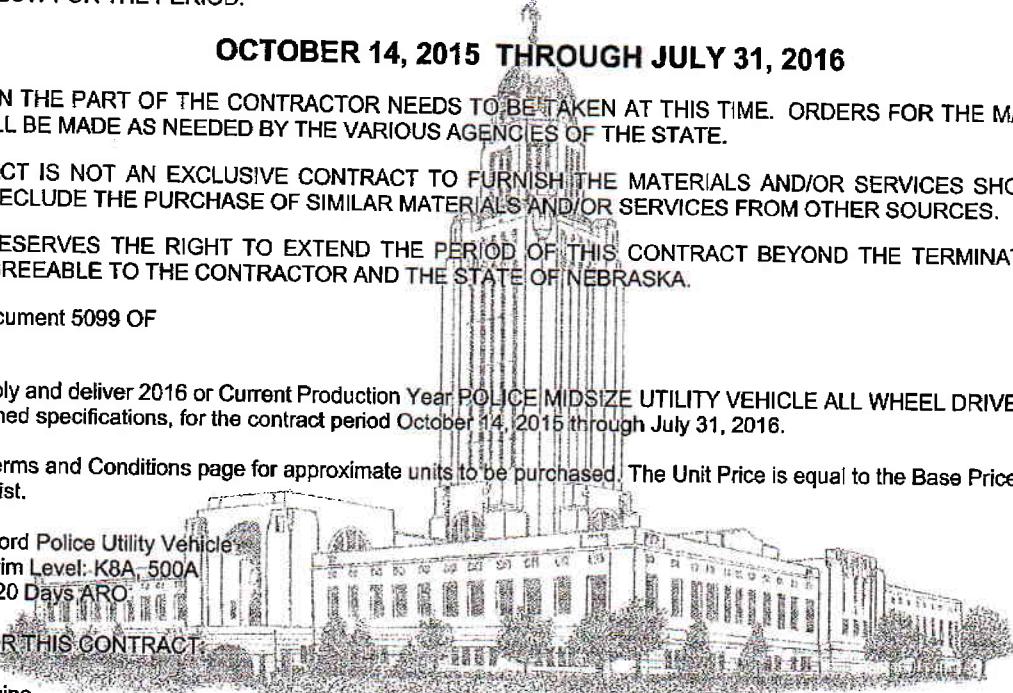
THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5099 OF

Contract to supply and deliver 2016 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER, as per the attached specifications, for the contract period October 14, 2015 through July 31, 2016.

See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford Police Utility Vehicle
Series, Code, Trim Level: K8A, 500A
Delivery: 90 - 120 Days ARO



LINE GUIDE FOR THIS CONTRACT:

- Line 1: Gas Engine
- Line 2: E85 Engine
- Line 3: Alternate Gas Engine deduct from line 1
- Lines 4 - 26: Options

IMPORTANT NOTE: Purchase Orders must have an Exterior Paint Color selected from the contract. The paint color line on the purchase order must have the Exterior Paint Color (name and code) and the Interior color (name and code) listed in the line attachment.

Line 7: Paint

Paint and Interior colors with color codes are listed on a chart after the specifications.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Bobby Colclasure

Dianna Gilliland 10-01-15
BUYER 10-21-15
Naughn
MATERIAL ADMINISTRATOR
10-21-15
R:\000\NSC\001\1020001 20150901

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14356 OC

PAGE 2 of 4	ORDER DATE 10/14/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Phone: 402-617-4521

Fax: N/A

E-Mail: bobbyc@andersonautogroup.com

(sms 10/19/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	POLICE MID SIZE UTILITY FORD POLICE UTILITY VEHICLE 2016 or Current Production Year Police Mid Size Utility Vehicle All Wheel Drive 5 Passenger Series, Code, Trim Level: K8A, 500A Engine: 3.7L The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	20.0000	EA	27,699.0000
2	E85 POLICE MID SIZE UTILITY FORD POLICE UTILITY VEHICLE 2016 or Current Production Year E85 Police Mid Size Utility Vehicle All Wheel Drive 5 Passenger E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.) Engine: 3.7L Series, Code, Trim Level: K8A, 500A The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	20.0000	EA	27,699.0000
3	ENGINE (OTHER) ENGINE SIZE: 3.5 ECOBOOST	20.0000	EA	3,295.0000
4	CLOTH REAR SEATS (DEDUCT)	20.0000	EA	-50.0000
5	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER	20.0000	EA	425.0000
6	COURTESY LAMP INOPERABLE (DEDUCT)	20.0000	EA	-10.0000
7	STANDARD PAINT	20.0000	EA	0.0000
8	DEEP TINT GLASS (ALL EXCEPT WINDSHIELD AND FRONT DOORS)	20.0000	EA	395.0000



BUYER INITIALS

FR43500(NISC0901)NISC0001 20150901

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 3 of 4	ORDER DATE 10/14/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
14356 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
9	DRIVER SIDE SPOTLIGHT (DEDUCT)	20.0000	EA	-150.0000
10	DUAL SIDE SPOTLIGHT (DEDUCT)	20.0000	EA	450.0000
11	DOME LIGHT (DEDUCT)	20.0000	EA	-25.0000
12	UNDER HOOD LIGHT (DEDUCT)	20.0000	EA	-10.0000
13	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	395.0000
14	VERTICAL MOUNTED TWO (2) CLEAR/WHITE LED MODULES MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. (DEDUCT)	20.0000	EA	-109.0000
15	TWO (2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. (DEDUCT)	20.0000	EA	-109.0000
16	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. (DEDUCT)	20.0000	EA	-120.0000
17	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. (DEDUCT)	20.0000	EA	-350.0000
18	AUXILARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO	20.0000	EA	-500.0000


BUYER INITIALS

R43500\NISC0001\NISC0001 20150901

STATE OF NEBRASKA CONTRACT AWARD

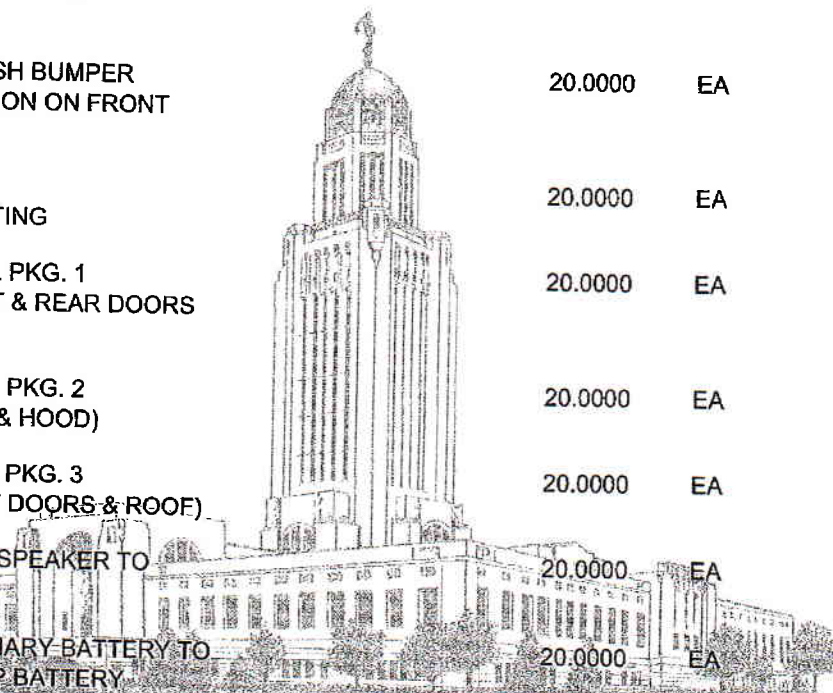
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14356 OC

PAGE 4 of 4	ORDER DATE 10/14/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. (DEDUCT)			
19	CLASS III TRAILER TOWING WITH TRAILER LIGHTING CONNECTORS.	20.0000	EA	395.0000
20	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE.	20.0000	EA	2,595.0000
21	SPOTLIGHT: WHITE LED LIGHTING	20.0000	EA	425.0000
22	TWO-TONE VINYL PKG. 1 (VINYL ON FRONT & REAR DOORS & ROOF)	20.0000	EA	840.0000
23	TWO-TONE VINYL PKG. 2 (VINYL ON ROOF & HOOD)	20.0000	EA	840.0000
24	TWO-TONE VINYL PKG. 3 (VINYL ON FRONT DOORS & ROOF)	20.0000	EA	700.0000
25	UPGRADE SIREN SPEAKER TO CODE 3-C3500.	20.0000	EA	95.0000
26	UPGRADE AUXILIARY BATTERY TO OPTIMA BLUE TOP BATTERY	20.0000	EA	375.0000



BUYER INITIALS

R43500|NISC0001|N|SC0601 20150901

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14381 OC
Primary Award
E15 Award

PAGE 1 of 3	ORDER DATE 10/15/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 500864	
VENDOR ADDRESS: HUSKER AUTO GROUP 6833 TELLURIDE DR LINCOLN NE 68521-8981	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 15, 2015 THROUGH JULY 31, 2016

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5122 OF

Contract to supply and deliver 2016 or Current Production Year, MIDSIZE SPORT UTILITY 5 PASSENGER FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 15, 2015 through July 31, 2016.

See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Chevrolet Equinox
Series, Code, Trim Level: SUV-1LG 26-1FL-LS
Delivery: 35 - 120 Days ARO

LINE GUIDE FOR THIS CONTRACT:

Line 1: E85 Engine
Line 2: E15 Engine
Lines 3 - 12: Options
Lines 13 - 15: Options (Law Enforcement Only)

IMPORTANT NOTE: Purchase Orders must have an Exterior Paint Color selected from the contract. The paint color line on the purchase order must have the Exterior Paint Color (name and code) and the Interior color (name and code) listed in the line attachment.

Line 5: Paint

Paint and Interior colors with color codes are listed on a chart after the specifications.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Chuck Ames
Phone: (402) 610-0465
Fax: (402) 479-7658
E-Mail: cames@vtaiq.com

Dianna Gilliland 10-22-15
BUYER 10/22/15
Mary Beth
MATERIEL ADMINISTRATOR
10-20-15

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14381 OC

PAGE 2 of 3	ORDER DATE 10/15/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 500864	
Rab 10/21/2015	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FF E85 MIDSIZE SUV CHEVROLET EQUINOX 2016 or Current Production Year Midsize Sport Utility 5 Passenger Flex Fuel Vehicle E85 E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.) 4X4 or AWD: AWD Series, Code, Trim Level: SUV-1LG26-1FL LS Engine: LEA 2.4L S1D1 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	20.0000	EA	20,764.0000
2	E15 COMPLIANT MIDSIZE SUV CHEVROLET EQUINOX 2016 or Current Production Year Midsize Sport Utility Vehicle 5 Passenger E15 Compliant E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/85% Unleaded gasoline without additional change or conversion.) 4X4 or AWD: AWD Series, Code, Trim Level: SUV-1LG26-1FL LS Engine: LEA 2.4L S1D1 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	20.0000	EA	20,764.0000
3	40-40 POWER BUCKET ELECTRIC SEAT: DRIVER ONLY	20.0000	EA	397.0000
4	ADDITIONAL REMOTE FOB FROM MANUFACTURER	20.0000	EA	169.0000
5	STANDARD PAINT	20.0000	EA	0.0000
6	RUNNING BOARDS DEALER INSTALLED Side step, mounted between front and rear wheels at bottom of rocker panel; both sides. Dealer installed brand and model: LaVern #7-B	20.0000	EA	799.0000
7	TWO WHEEL DRIVE MODEL (DEDUCT)	20.0000	EA	-995.0000


BUYER INITIALS

R43500\NISC0600\NISC0601 20150501

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14381 OC

PAGE 3 of 3	ORDER DATE 10/15/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 500864	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	FWD			
8	PROTECTIVE SAFETY CAGE BEHIND DRIVERS SEAT	20.0000	EA	999.0000
9	REVERSE SENSING SYSTEM DEALER INSTALLED	20.0000	EA	597.0000
10	TRAILER TOW (DEDUCT) PACKAGE AND HARDWARE	20.0000	EA	-247.0000
11	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA Additional costs of charges for vehicle drop shipment outside the Lincoln area. Drop shipment charges would be for vehicles bought by political entities and other Divisions of Government.	20.0000	EA	500.0000
12	PROTECTIVE VINYL BODY MOLDING Dealer installed if not standard equipment.	20.0000	EA	309.0000
13	FACTORY OR DEALER DISCONNECT OF DAYLIGHT RUNNING LIGHTS (Law Enforcement Only)	20.0000	EA	329.0000
14	COURTESY SIGNAL OR INTERNAL LIGHT INOPERABLE (Law Enforcement Only)	20.0000	EA	217.0000
15	SPOTLIGHT Mounted on driver's side (left door post). Spotlight shall be fused in accordance with manufacturer's specifications. Unity #250 (or equal) 5-inch diameter spotlight with halogen lamp is preferred. Unity #255 (or equal) 6-inch diameter spotlight with halogen lamp is an acceptable substitute. (Law Enforcement Only)	20.0000	EA	595.0000

BUYER INITIALS

R435429\NISC000\NISC0501 20150201

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 3	ORDER DATE 10/15/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

CONTRACT NUMBER
14370 OC
E15 Award

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 15, 2015 THROUGH JULY 31, 2016

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5106 OF

Contract to supply and deliver 2016 or Current Production Year, COMPACT 4 DOOR SEDAN FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 15, 2015 through July 31, 2016.

See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford Fusion
Series, Code, Trim Level: P0G, 100A, S
Delivery: 90 Days ARO

LINE GUIDE FOR THIS CONTRACT:

Line 1: E15 Compliant Engine
Line 2: Alternate Size Engine (add) to Line 1
Lines 3 - 11: Options

IMPORTANT NOTE: Purchase Orders must have an Exterior Paint Color selected from the contract. The paint color line on the purchase order must have the Exterior Paint Color (name and code) and the Interior color (name and code) listed in the line attachment.

Lines 5 - 6: Paint

Paint and Interior colors with color codes are listed on a chart after the specifications.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Bobby Colclasure
Phone: (402)617-4521
Fax: not available

Dianna Gilliland, 10-19-15
BUYER
Maury Bell
MATERIEL ADMINISTRATOR

R43506\NISC000\NISC0001 29150801

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14370 OC

PAGE 2 of 3	ORDER DATE 10/15/15
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
E-Mail: bobbyc@andersonautogroup.com < mailto:bobbyc@andersonautogroup.com >	

rab 10/19/2015

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	E15 COMPACT 4 DOOR SEDAN FORD FUSION 2016 or Current Production Year Compact 4 Door Sedan E15 Compliant E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/85% Unleaded gasoline without additional change or conversion.) Series, Code, Trim Level: P0G, 100A, S Engine: 2.5L I4 IVCT The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	20.0000	EA	17,721.0000
2	ALTERNATE SIZE ENGINE ENGINE SIZE: 1.5 ECOBOOST	20.0000	EA	2,195.0000
3	FULL-SIZE SPARE TIRE (RIM CAN BE STEEL)	20.0000	EA	350.0000
4	ADDITIONAL FOB IF EQUIPPED WITH KEYLESS REMOTE ENTRY	20.0000	EA	150.0000
5	STANDARD PAINT	20.0000	EA	0.0000
6	EXTRA COST PAINT	20.0000	EA	395.0000
7	AWD - ALL WHEEL DRIVE	20.0000	EA	6,995.0000
8	REVERSE SENSING SYSTEM	20.0000	EA	395.0000
9	ADDITIONAL WARRANTY FROM MANUFACTURER Years: 5 Miles: 100,000	20.0000	EA	2,995.0000
10	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA Additional costs of charges for vehicle drop shipment outside the Lincoln area. Drop shipment charges would be for vehicles bought by political entities and other Divisions of Government.	20.0000	EA	395.0000
11	PROTECTIVE VINYL BODY MOLDING DEALER INSTALLED IF NOT STANDARD EQUIPMENT	20.0000	EA	325.0000


BUYER INITIALS

R4350JNISC0001NISC0001 20150801

RESOLUTION 2015-325

WHEREAS, the City has budgeted \$267,625 for the purchase of ten, 10, Police Department fleet vehicles; and

WHEREAS, the State of Nebraska has released the State contracts for vehicle purchases which include the vehicles the Police Department wants to purchase; and

WHEREAS, the Police Department wishes to purchase eight, 8, Ford Police Interceptor Utility vehicles for \$28,205 each, one Chevrolet Equinox for \$21,162 and one Ford Fusion sedan for \$17,821 all under State contract for a total cost of \$264,623.

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

Approves the purchase of eight 2016 Ford Police Interceptor Utility vehicles at \$28,205 each and one 2016 Ford Fusion at \$17,821 under State contract from Anderson Ford Group and the purchase of one 2016 Chevrolet Equinox at \$21,162 under State contract from Husker Auto Group for a total cost of \$264,623.

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-14

#2015-326 - Approving Purchase of Braun Type III Ambulance

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: November 24, 2015
Subject: Purchase Braun Type III Ambulance
Presenter(s): Cory Schmidt, Russ Blackburn

Background

The Grand Island Fire Department maintains a fleet of seven ambulances. There are two ambulances at Stations 1, 2, and 4 and one ambulance at Station 3. Station 1 and 2 ambulances are staffed every day to respond to medical calls. If staffing allows, a third ambulance is placed in service at Station 4. If medical calls exceed the number of staffed ambulances, the crew from an engine company will transfer to a back-up ambulance and respond with advanced life support capability. This is possible because every engine company has a paramedic on it. During 2014, the highest number of ambulances we had out on calls simultaneously was four. Every month we hit multiple days that 3 to 4 ambulances are out at the same time. Those numbers do not take into account other units out on fire calls at the same time.

This purchase allows us to maintain a goal of an ambulance purchase every two years. This means that an ambulance will be used for 8 years as a primary ambulance and then rotated to back-up duty for an additional 6 years. Then when ambulances reach 14 years of service they are retired and replaced.

Discussion

The city council approved the purchase of an ambulance in the 2015/2016 budget for a budgeted amount \$220,000. The Fire Department would like to replace a 20 year old 1995 Ford type III ambulance. That ambulance has 107,778 miles on it in 7391 hours of operation.

We would like to purchase a 2016 Braun Chief XL on a Chevy 4500 chassis for \$218,540 from North Central Emergency Vehicles of Lester Prairie, Minnesota. The ambulance will be purchased through BuyHGAC so it is already pre-bid through them. The ambulance will be paid for upon delivery in approximately 250 days. The ambulance will come prewired for our communications radio, an Opticom preemptive device, and GIFD graphics. These three things are usually additional expenses after the ambulance is

delivered. The ambulance meets all current standards and could be considered a candidate for re-chassis in the future.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the 2016 Chevy 4500 Type III Braun ambulance for use by the GIFD for emergency service use.

Sample Motion

Move to approve the purchase of the 2016 Chevy 4500 Type III Braun ambulance for use by the GIFD for emergency service use.

RESOLUTION 2015-326

WHEREAS, the City Council approved the purchase of a Braun Chief XL ambulance in the 2015/2016 budget; and

WHEREAS, the Fire Department needs to replace a 1995 ambulance with 107,778 miles to make the fleet of ambulances and emergency response more reliable; and

WHEREAS, North Central Emergency Vehicles of Lester Prairie, Minnesota has submitted a cost through BuyHGAC for a 2016 Chevy 4500 Type III ambulance for less than the budgeted amount for the replacement of an ambulance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the 2016 Braun Chief XL, Chevy 4500 Type III ambulance from North Central Emergency Vehicles of Lester Prairie, Minnesota for the price of \$218,540.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
November 20, 2015	☒ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-15

#2015-327 - Approving Maintenance Contract for Physio-Control Monitor

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Russ Blackburn, EMS Division Chief

Meeting: November 24, 2015

Subject: Physio-Control Cardiac Monitor Maintenance Contract

Presenter(s): Russ Blackburn, EMS Division Chief

Background

For the past eighth years the City has entered into an agreement with Physio Control for service and maintenance of the Grand Island Fire Department heart monitors and automatic external defibrulators (AED). The contract covers monitors not still under warranty, and eliminates annual increases for this service by committing to a three year agreement.

This change is needed to add two AEDs for which the warranties are ending, remove a LifePak 12 which was removed from service, and add the LifePak15 Monitor that was purchased with the Mission: Lifeline grant.

Discussion

Having the cardiac monitors inspected annually and repaired when needed reduces the City of Grand Island's liability for the performance of these monitors. Repairs are done at no additional cost, saving the City money over the duration of the contract. When a monitor needs repairs Physio sends a replacement monitor to use while the repairs are completed, not reducing our available assets. With this change order the cost of the maintenance service goes from \$29,685.64 to \$36,387.64 annually.

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 maintenance contract with Physio Control Corporation.

Sample Motion

Move to approve the maintenance contract with Physio Control Corporation.

RESOLUTION 2015-327

WHEREAS, the City of Grand Island Fire Department has nineteen cardiac monitors to care for our patients with cardiac symptoms; and

WHEREAS, the cardiac monitors have to be inspected yearly for proper performance as protection from liability; and

WHEREAS, the three year maintenance contract with Physio-Control specifies yearly inspections and no additional cost maintenance for the term of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the three year maintenance agreement with Physio-Control.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
November 20, 2015	☒ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-16

#2015-328 – Approving Local Emergency Operations Plan Update

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director
Meeting: November 24, 2015
Subject: Adoption of Local Emergency Operations Plan
Presenter(s): Jon Rosenlund, Emergency Management Director

Background

Every 5 years, the Local Emergency Operations Plan is given a full review and revision. The current plan, dated 2010, is up for review. The Emergency Management Department has coordinated this update among various departments within the County and its Cities and Villages. Local jurisdictions adopt the plan and its updates by resolution to complete the planning process.

Discussion

Every 5 years, the Local Emergency Operations Plan is given a full review and revision. The current plan, dated 2010, is up for review. This review process allows jurisdictions and agencies to update information, taking into account new plans, procedures and considerations as they arise.

The Emergency Management Department has coordinated this update among various departments within the County and its Cities and Villages. These departments have all had opportunities to review the updates and provide correction, input and additional information where that information may be lacking.

Local jurisdictions, including the County Board, city councils and village boards, adopt the plan and its updates by resolution to complete the planning process. Included in the packet is the draft version of the Basic Plan and the City of Grand Island specific plan for your consideration.

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 adopt this plan update.

Sample Motion

Move to approve the Local Emergency Operations Plan update.

HALL COUNTY BASIC EMERGENCY OPERATIONS PLAN

I. PURPOSE

This Plan predetermines, to the extent possible, actions taken by responsible elements of the governments within Hall County including its cities, villages, and cooperating private organizations to:

- A. Detect and protect against, threats or incidents of terrorism, natural disasters, major emergencies, and incidents of national significance,
- B. Prevent against avoidable disasters by reducing the vulnerability of Hall County residents to any disasters that may strike,
- C. Establish capabilities for protecting citizens from the effects of disasters,
- D. Respond effectively to the actual occurrence of disasters,
- E. Provide for the recovery in the aftermath of any emergency involving extensive damage or other detrimental effect on normal life within the community.

II. AUTHORITY

Authority for this Plan is contained in:

- A. Public Law 81-920 (Federal Emergency Management Act of 1950) as amended;
- B. Public Law 93-288 (Disaster Relief Act of 1974) as amended by PL 100-707;
- C. Public Law 99-499 (Superfund Amendments and Reauthorization Act of 1986) as amended;
- D. 44 CFR, Part 302, Emergency Management: State and Local Emergency Management Assistance (EMA), October 2011, as amended;
- E. RRS Sections 81-829.36 to 81-829.75, Nebraska Emergency Management Act of 1996, as amended, Cum. Supp. 2002;
- F. Nebraska Administrative Code, Chapter 7; Nebraska Emergency Management Agency Title 67, July 21, 2001;
- G. Nebraska Revised Statutes 81-201 (Reissue 1996), 54-701 (reissue 1998 and Cum. Supp. 2002, and 54-1180 to 54-1182 (Reissue 1998 and Cum.

- Supp. 2002), (Nebraska Department of Agriculture's general response procedures); 2-1072 to 2-10, 117, the Plant Protection and Pest Act; and 54-847 to 54-863, (Reissue 1998) the Commercial Feed Act; 81-2,257 to 81-2,261 (Reissue 1996 and Cum. Supp. 2002), the Nebraska Pure Food Act; S2-3901 to 2-3911 (Reissue 1997 and Cum. Supp. 2002), the Nebraska Pasteurized Milk Law; 2-3913 to 2-3946 (Reissue 1997 and Cum. Supp. 2002), Manufacturing Milk Act;
- H. USC Title 21, section 134(a), (USDA response procedures for animal disease events);
 - I. USC Title 7, sections 7701-7772, (USDA Plant Protection Act);
 - J. 21 CFR, Parts 500-599 (Food, Drug, and Cosmetic Act);
 - K. Homeland Security Presidential Directive (HSPD) 5 "Management of Domestic Incidents," 28 February, 2003;
 - L. Presidential Policy Directive (PPD) 8 "National Preparedness" March 30, 2011;
 - M. State of Nebraska, Executive Order 05-02, State Adoption of the National Incident Management System (NIMS), March 4, 2005.
 - N. Interlocal Agreement, dated November 8, 2011, establishing the Hall County-Grand Island Emergency Management Department;
 - O. City of Wood River Resolution establishing the Wood River Emergency Management Agency dated April 7, 1981;
 - P. Village of Alda Resolution establishing the Alda Emergency Management Agency, dated March 3, 1981, updated November 13, 1990;
 - Q. Village of Cairo Resolution establishing the Cairo Emergency Management Agency, dated March 2, 1981, updated April 11, 1994;
 - R. Village of Doniphan Resolution establishing the Doniphan Emergency Management Agency, dated April 4, 1981, updated May 10, 1994;
 - S. Hall County Resolution, dated _____, establishing the 2015 Hall County Local Emergency Operations Plan (LEOP);

III. SITUATION

- A. Hall County, with a residential population of approximately 61,492 persons, (2014 census estimate) is vulnerable to many hazards that can disrupt the community, create damage and cause injury or death. The Hall County Emergency Management Director has identified hazards which could affect the population or public and private property. The most severe of these hazards are severe weather.
- B. Hall County and its incorporated jurisdictions have significant emergency response resources and capabilities. Two (2) law enforcement agencies, six (6) fire departments, six (6) rescue squads and the St. Francis Medical Center provide emergency services on a day-to-day basis. During and after a disaster, the use of these emergency resources and other governmental and private response and recovery capabilities will minimize the effects of the disaster.

IV. ASSUMPTIONS and PLANNING FACTORS

- A. Outside assistance would be available in most disasters. However, it is essential for the County to be prepared to carry out disaster response and short-term recovery actions on an independent basis.
- B. A major disaster may occur at any time, and at any place, in the county. In some cases, warnings and increased preparedness measures may be possible. Many disasters can and will occur with little or no warning.
- C. Implementation of this Plan will reduce or prevent the loss of life and damage to property. Officials within the County are aware of the possible occurrence of an emergency or major disaster and their responsibilities in the execution of this Plan and will fulfill those responsibilities as needed.
- D. All responding elected and appointed officials, departments, agencies and jurisdictions will follow the National Incident Management System (NIMS) protocols when conducting either individual or joint disaster response and recovery activities. This includes but is not limited to establishing unified or area incident command systems, the use of staging areas as needed, implementing multi-agency coordination systems and resource management including the identification and listing of all department, agency and jurisdiction disaster response resources (equipment, trained personnel, supplies, facilities) using the NIMS resource identification process.

V. ORGANIZATION / RESPONSIBILITIES

A. Elected Officials Responsibilities

The responsibility for the safety and welfare of the residents of Hall County and its communities rests with the respective governments. To fulfill this responsibility, the chief elected officials of the various local governments must individually, and where possible, jointly:

1. Provide overall policy, leadership and direction and strategic guidance, for the emergency management agency,
2. Provide resources during emergency preparedness, response and recovery activities.
3. Give the trained responders the authority to accomplish the incident objectives.

Providing policy direction does not mean that these officials direct the incident objectives or tactics. Those responsibilities are given to the Incident Commander, see below. The elected/appointed officials will implement these and other plans to ensure emergency actions are taken in a timely manner to provide care and support for those citizens affected.

B. Local Government Structure

1. A seven (7) member Board of Commissioners/Supervisors manages the governmental activities of the County. Their authority extends to all unincorporated areas of the county.
2. Grand Island is a first class city (population 50,550) and functions under the Mayor/Council system. The City Council has a Council President and nine (9) Council Members. Day-to-day activities of the city are under the direction of a City Administrator.
3. Wood River is a second class city (population 1,361) and uses the Mayor/Council form of government. The Council has a Council President and five (5) Council Members.
4. Alda (population 647), Cairo (population 801), and Doniphan (population 843) are villages under the direction of Village Boards with a Board Chairperson and (4) Board Members.

C. Emergency Management

1. Grand Island-Hall County Emergency Management Department

The Grand Island-Hall County Emergency Management Director, appointed jointly by the Hall County Board of Supervisors/Commissioners and the Grand Island City Council, will act as a disaster operations advisor to the Board and the City Council. In that capacity, and as directed by the County Board, the Emergency Management Director will assist and support other cities and villages in the county in emergency response activities within those communities. Local forces, supplemented as necessary by trained auxiliaries and personnel and resources available from neighboring jurisdictions or the State, will conduct emergency operations. In general, the Emergency Management Director:

- a. Serves as the emergency preparedness and response advisor to the Hall County Board of Supervisors/Commissioners and the Mayor of Grand Island and the Grand Island City Council.
- b. Directs and controls the Grand Island-Hall County Emergency Management Agency. In that capacity, supports disaster preparedness and response activities in all other jurisdictions in the county.
- c. Develops plans, prepares guidance, and coordinates actions to accomplish an effective emergency operating capability, assesses the capabilities and readiness of local assets likely to be needed during an incident and identifies any shortfalls or gaps.
- d. Ensures that there are unified objectives with regard to the communities' emergency response plans, preparation activities, public information, training and exercising activities.
- e. Promulgates a program promoting a general public awareness of Emergency Management.
- f. Implements procedures to obtain state/federal government programs of financial and resource assistance to include the local administration and fiscal responsibility for grants, equipment obtained through grants and the training for the equipment so obtained.
- g. Establishes programs to protect lives, protect property, and sustain survivors in the event of disaster.
- h. Involves private sector businesses and relief organizations in planning, training and exercising.

3. City and Village Emergency Management

Currently, Alda, Cairo, Doniphan, and Wood River have appointed Emergency Management Directors who serve and advise executives on emergency management matters. This function, in relation to their communities, will be the same as listed above for the Hall County Emergency Management Director.

D. Incident Commander

1. The Incident Commander of an event or disaster is the first trained responder on scene. The initial response priorities are based on:
 - a. Life Safety: determining the threats to both the responders and the public.
 - b. Incident Stabilization: determining tactics to reduce the damage potential lessen the incident complexity and provide infrastructure protection,
 - c. Property Conservation: assessing the real property threatened by the event, the potential environmental impact and the economic impact.
2. Incidents occur at differing levels of complexity, from simple ones requiring only one responder with a minimal level of input to catastrophic levels requiring federal or even international assistance. Yet all incidents remain under the control of the local Incident Commander. The Incident Commander will follow the principle and guidelines of the National Incident Management System. For all events, the Incident Commander is also responsible for the following in some manner or scale:
 - a. Having clear authority and knowing agency policy,
 - b. Ensuring incident safety,
 - c. Establishing an Incident Command Post,
 - d. Setting priorities, determining incident objectives and strategies to be followed,
 - e. Establishing the Incident command system organization needed to manage the incident,
 - f. Approving the Incident Action Plan,
 - g. Coordinating command and General Staff activities,

- h. Approving resource requests and use of volunteers and auxiliary personnel,
- i. Ordering demobilization as needed,
- j. Ensuring after-action reports are completed, and
- k. Authorizing information release to the public.

E. State Agencies

This Plan primarily addresses local authority in emergencies. There may be times when state agencies may be requested or required to be involved. References in this Plan to state agencies are not meant to be an exhaustive list of circumstances or situations with State involvement. State statutes mandate certain state agencies to respond or support local jurisdictions and those agencies are expected to perform their duties when necessary.

F. Responsibilities

Most departments within local government have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining emergency/disaster procedures. This Plan has twelve primary functional areas of responsibility (detailed in Annexes) that define the tasks necessary to ensure public safety and welfare. Additional functions, such as Mitigation, Continuity of Government, Reporting, and Administration and Logistics, which do not warrant a full Annex, are also addressed at the appropriate places in this Plan. Primary and supporting responsibility has been assigned as shown in the Functional Responsibility Chart, included in this section. (See Attachment 1). Specific activities are covered in the Annexes. Responsibilities for certain organizations that are not part of local government are also presented. In general, the functional areas cover:

1. Direction and Control (Annex A)

By statute, the conduct of all emergency operations and protective actions in the County is the responsibility of the County Board; and, in their respective political subdivisions, the responsibility of the Mayor and City Councils of Grand Island and Wood River and the Village Boards of Alda, Cairo, and Doniphan. These executives constitute the Emergency Executive Group. During an emergency, they will re-locate to the Emergency Operations Center (EOC) in Grand Island City Hall, along with the Emergency Operations Staff. The Emergency Executive Group will use the expertise of the EOC staff to assist them in the Direction and Control functions. In general, executive direction and control responsibilities will be to:

- a. Assign missions and tasks in support of and fulfilling the resource needs of the Incident Commander,
- b. Establish short and long term priorities for recovery,
- c. Anticipate and identifying future resource requirements,
- d. Monitor the County environment,
- e. Inform the public of conditions, warnings, and instructions,
- f. Coordinate emergency operations in support of the Incident Commander,
- g. Demobilize and replenish resources after the event,
- h. Coordinate and resolve policy issues arising from the event,
- i. Participate in the After Action Report process and make the subsequent modifications to policies, plans and procedures in agencies under their authority;
- j. Partner with private, for-profit, non-profit, non-governmental, faith-based and other organizations as required and
- k. Implement those appropriate portions of the jurisdiction's Continuity of Operations – Continuity of Government Plans. This ensures that the vital and essential functions of government services continue during and after a disaster, especially when government facilities and staff are affected by the disaster.
- l. The Emergency Management Director will also be a part of the Executive Group in an advisory and support role.

2 Communications and Warning (Annex B) ESF2

The primary responsibility for establishing, maintaining, augmenting, and providing backup for all channels of communications needed for emergency response and recovery rests with the respective emergency service organizations. The **Communications and Warning Officer** (Deputy Emergency Management Director or designee) is responsible for coordinating EOC communications and maintaining this Annex of the LEOP. Warning could be received through the NAWAS Warning Point or NOAA Weather Alert radio.

3. Damage Assessment (Annex C) ESF20

The Emergency Management Director (or designee) will serve as **Damage Assessment Coordinator** and will be responsible for ensuring that personnel and procedures are available to provide preliminary damage estimates and descriptions of the damage, including estimated costs, resulting from the disaster. This responsibility includes provisions for completing the process of requesting a local disaster proclamation through emergency management channels. The Damage Assessment Coordinator is a member of the EOC Staff. Debris management planning guidelines, staffing and responsibilities are provided in Annex C. Red Cross and the USDA, FSA may conduct damage assessments targeted to their mission and may be able to share such information with the EOC.

4. Emergency Public Information (Annex D) ESF15

The **Public Information Officer (PIO)** is responsible for keeping the public advised as to the emergency. The PIO has an important role of coordinating with the media in advising the public of proper actions to take. The establishment of rumor control procedures and Disaster Recovery Centers are also important functions as is the on-going requirement for emergency preparedness education efforts. All public information activity will be coordinated through the Emergency Operating Center where the Public Information Officer will function as a member of the EOC Staff.

5. Evacuation (Annex E) ESF1

The goal of this function is to relocate people to safe areas when emergencies or threats necessitate such action. The decision to evacuate is normally made by the Executive Group on the advice of the Emergency Management Director but due to the severity of the situation it may be made by the Incident Commander (fire or law enforcement). The Hall County Emergency Management Director, along with any other city and village Emergency Management Directors, is responsible for establishing clear and detailed procedures for carrying out evacuations. Evacuation and sheltering plans will include consideration for individuals with access and functional needs, service or companion animals and household animals.

6. Fire Services (Annex F) ESF4 & ESF10

All Fire District Chiefs are responsible for fire control and rescue activities in their respective fire districts. The Fire Chief of the affected jurisdiction serves as **Fire Services Coordinator** and as a member of the EOC staff. If more than one jurisdiction is affected, the Hall County Mutual Aid Association may provide a Fire Services Representative to

the EOC. General responsibilities are to limit loss of life and property from fires and other damage, provide leadership and training in fire prevention and suppression, respond to HazMat incidents, lead search and rescue, assist in mobile medical aid and ambulance transport, and provide light rescue of trapped or injured persons.

7. Health and Medical (Annex G) ESF8

Emergency medical responsibilities and coordinating rescue operations include providing emergency medical care and treatment for the ill and injured, coordinating evacuation of health care patients, and managing medical resources, both personnel and equipment/supplies. This may be assigned to a **Medical Coordinator**. Public health responsibility has been assigned to a **Public Health Coordinator**. These responsibilities include the safeguarding of public health, minimizing the incidence of communicable disease, coordinating mental health care/crisis counseling, establishing environmental controls, and coordinating burial.

8. Law Enforcement (Annex H) ESF13

The Hall County Sheriff, the Grand Island Police Department, and the Nebraska State Patrol are responsible for law enforcement, traffic control and security functions within their respective jurisdictions. Their responsibilities include maintaining law and order through traffic and crowd control, preventing crimes against people and property, securing the scene of a HazMat incident, coordinating evacuation, managing search operations, and providing security.

9. Mass Care (Annex I) ESF6

The jurisdiction is responsible for mass care until the Red Cross can assist the jurisdiction's efforts. The American Red Cross has the responsibility for coordinating short-term mass care of citizens in case of an evacuation or disaster. Responsibilities include providing temporary lodging, food, clothing, and other essentials to large numbers of evacuees displaced due to disasters or crisis.

10. Protective Shelter (Annex J)

This function involves providing protective shelter from the direct effects of those hazards where exposure could cause injury or death and when evacuation is not a viable option. Examples range from tornadoes, hazardous materials spills, radioactive fallout from a nuclear attack to temperature extremes. The Emergency Management Director, with the assistance of City and Village Directors, will serve as **Shelter Coordinator** and be responsible for identifying appropriate shelters, establishing protective shelter procedures and coordinating shelter operations.

11. Public Works/Utilities (Annex K) ESF3 & ESF12

The Public Works/Utilities functional area involves providing a flexible emergency response capability in the area of engineering, construction, and the repair and restoration of public facilities and services. Additional responsibilities include developing and directing debris clearance operations, post-disaster safety inspections, heavy rescue, and for providing traffic control equipment in support of an evacuation. Responsibility for the Public Works/Utilities area has been assigned to those respective County and City Departments.

12. Resource Management (Annex L) ESF5

The coordination and effective procurement, storage, distribution and utilization of personnel, equipment, supplies, facilities, and services during disaster response and recovery are important functions. Responsibility for this has been assigned to the Emergency Management Director and the USDA County Emergency Board (CEB). Volunteer labor and donations of money and material must be coordinated, documented and integrated into the response and recovery efforts.

G. The Memoranda of Understanding (MOU) agreement that NEMA has with the MOU cities based on State Statute 81-829.52 allows the Adjutant General, upon orders of the Governor, to establish, "such number of state emergency response teams as may be necessary". The Statute allows for payment to the jurisdictions, workman's compensation and liability coverage for members of an established team.

1. Each of the MOU fire departments signed an agreement to act as a team in the event they are needed, in return for grant money to purchase equipment, to train and exercise disaster plans.
2. Each department received a letter signed by the Adjutant General naming a team leader, who is responsible to keep records for any of their staff who are called under the statute.
3. State emergency response teams are under the direction of the Adjutant General, and assigned duties through the State Emergency Operations Center (NEMA).

VI. CONCEPT of OPERATIONS

A. General

It is the responsibility of the elected county officials and officials of each local government to protect life and property from the effects of hazardous events.

This Plan is based on the concept that emergency functions for various agencies/organizations involved in emergency management will generally parallel their normal functions. To the extent possible, the same personnel and material resources will be employed in both cases. Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of any emergency. Those departments, personnel efforts will be redirected to accomplish the emergency tasks assigned. In keeping with the National Incident Management System (NIMS) and the concepts embodied in the Integrated Emergency Management System (IEMS), this Plan is concerned with all types of emergency situations.

B. Continuity of Government

1. Succession of Command (Ref: RRS 84-1101 to 84-1117 - Nebraska Emergency Succession Act):

- a. The lines of succession for executive heads of government and Emergency Management officials in Hall County are defined in Annex A, Direction and Control.
- b. The line of succession of each department head is according to the operating procedures established by each department or as defined in the appropriate Annex to this Plan.
- c. In a civil defense emergency due to threat or occurrence of a nuclear attack, succession to elected and appointed city or county officials will be as provided in the Nebraska General Emergency Succession Act (RRS 84-1101 to 84-1117) by invoking the Act and appointing alternates.

2. Preservation of Records

The preservation of important records and taking measures to ensure continued operation and reconstitution of local government during and after catastrophic disasters or national security emergencies is the responsibility of the executives of each jurisdiction. Normally, the development and maintenance of procedures for ensuring continuity of government will be carried out for the County by the County Clerk, for Grand Island by the City Administrator, and for other local jurisdictions by the respective city and village clerks. A system to maintain the most recent revisions, additions, to safeguard essential records, and to recover them should the primary storage be damaged should be in place. Records to be preserved will include as a minimum:

- a. Records protecting the rights and interests of the jurisdiction and its citizens (vital statistics, plats, deeds, mortgage, land and tax, papers of incorporation, school records etc.).

- b. Records required by health, fire, law enforcement and public works to conduct emergency operations (utility maps, emergency plans and procedures, personnel lists, construction records, blueprints, etc.) and help assess damage to public infrastructure.
- c. Records required to re-establish normal government functions and to protect the rights and interests of government (constitutions, charters, statutes, ordinances, court records, financial records, historical records, etc.).

3. Alternate Operating Locations

Those government departments having emergency response functions have, where necessary, identified alternate operating locations. Refer to Annex A for specific information.

4. Protection of Government Resources

Procedures and guidelines are established in this Plan and separately, to provide for the physical safety of government personnel, records, and equipment.

- a. Personnel: All government buildings should have tornado protection, bomb and hostage threat, fire escape and evacuation plans which designate appropriate response actions, assembly areas, protective shelter locations including means of exiting, accountability systems and accommodations and provisions for handicapped persons.
- b. Records: Essential county government records are stored in County Administration Building. City of Grand Island records have been microfilmed or electronically duplicated and are stored in their respective clerk offices.
- c. Equipment: No specific high probability hazard has been identified that could cause damage to equipment. Tornadoes could strike anywhere precluding specific equipment protection procedures. The communications capability of various emergency response departments have been duplicated in the EOC providing a backup capability.

C. Direction and Control Relationships

- 1. During disaster operations, the Executive Group of the affected jurisdiction will establish coordination, leadership, and managerial decisions for the community emergency response. The Chair of the Hall County Board and the Mayor of Grand Island will operate from the City/County EOC providing overall leadership and coordination of the many emergency functions in support of the Incident Commander. The

chief executives of other communities will function from their local Emergency Operating Centers.

2. The Executive Group, including the Incident Commander and the Emergency Manager must maintain situational awareness of changes in the incident due to response or recovery activities. This requires continuous monitoring of all relevant sources of information, such as on-site visits, Incident Status Reports, communications from the Incident Commander, discussions with victims and reports from volunteers and their coordinators. The new data may indicate or identify new hazards or threats as a consequence of response actions or changes in the event.
3. Each office, agency or organization assigned primary or supporting responsibilities under this emergency plan must be prepared to assign a representative to the EOC staff. The EOC, working with field operations, thus becomes the central point for coordination of all disaster operations. The County Emergency Management Director is responsible for maintaining and managing the EOC as outlined in Annex A.
4. Primary communications will be through normal systems. Supporting emergency communications facilities will be coordinated from the EOC or the Grand Island Emergency Communications Center. Communications available to the Executive Group and the EOC Staff are outlined in Annex B.

D. Phases of Emergency Management

There are four phases of emergency management. The first of these, mitigation, is a continuing effort throughout the management process. The other three phases are action periods where emergency operations defined under this Plan are carried out. Each of the functional Annexes to this Plan defines specific actions essential to each of the three operational phases. These Annexes should be thoroughly reviewed and understood by all agencies, organizations, and emergency personnel prior to implementation of the Plan. The four emergency management phases are:

1. Mitigation

Mitigation activities are those that eliminate or reduce the probability of a disaster occurrence. Also included are long-term activities designed to minimize the adverse effects of unavoidable hazards. These activities are ongoing throughout the emergency management process and can involve legislative and/or physical actions. Examples are flood plain management, construction of dikes or dams, development of building codes and ordinances requiring protective measures such as mobile home tie-downs. Most mitigation tasks or responsibilities are not considered appropriate for an Emergency Operations Plan and therefore

are addressed only briefly in this Plan. Some mitigation activities will be addressed, if appropriate, in the various Annexes.

2. Preparedness Phase

This includes normal day-to-day readiness activities such as planning, training, and developing and testing emergency response capabilities. It would include increased readiness activities under an attack threat. Tornado, winter storm, and flood watch actions carried out when conditions are present for hazardous events to occur are also considered part of the preparedness phase. Limited staffing of the EOC may be required.

3. Response Phase

Response is the actual provision of emergency services during a crisis. These activities help to reduce casualties and damage and to speed recovery. Response activities include activation of the EOC, direction and control, warning, evacuation, rescue, and other similar operations. Severe weather warnings (tornado, flash flood, winter storm, etc.) would be included in the response phase. Damage assessment actions would be initiated.

4. Recovery Phase

Recovery is both a short-term and a long-term process. Short-term operations provide vital services to the community and provide for basic needs of the public. Damage assessment actions and emergency response services (medical, search and rescue, public utility restoration, sanitation, etc.) would continue. Long-term recovery focuses on restoring the community to its normal or to an improved state of affairs. Examples of long-term recovery actions are provision of temporary housing and food, restoration of non-vital government services, and reconstruction of damaged areas.

E. Demobilization

Demobilization is the orderly, safe and efficient return of an incident resource to its original location and status. It can begin at any point of an incident, but should begin as soon as possible to facilitate the accountability and replacement of resources. The demobilization plan includes provisions for returning resources to their original location and state of readiness and notification of return to service status; the tracking of resources and possible reimbursement for their use; documentation of responder and volunteer safety, and accountability for compliance with mutual aid provisions, plans, documentation of damage costs, direct costs, volunteer contributions and mitigation plans.

F. Notification

Initial notification of an emergency or disaster event occurring within the County would normally come from a citizen's report to law enforcement or fire services in the affected area. A hazardous materials incident notification will come from a facility with Title III reporting requirements, or from the carrier, in the event of a transportation incident. Notification of events occurring outside of the County could come from several sources:

1. National Weather Service (NWS)

Weather phenomena threatening the County would normally be received from the Hastings, Nebraska, National Weather Service Station via the NAWAS distribution system followed by Weather Alert Radio.

2. Nebraska State Patrol (NSP)

Notification of hazardous events occurring near or in the County could come from the Nebraska State Patrol via direct radio communications or telephone. See Annex B for communications details.

3. Nebraska Emergency Management Agency (NEMA)

Back-up notification of all severe events and long-range forecasts of potential disaster situations, such as flood stage predictions could come from the Nebraska Emergency Management Agency in Lincoln. Telephone or e-mail are the normal means; although the NAWAS could also be used.

4. Adjacent Counties

Notification of emergency or disaster events occurring in nearby or adjacent counties would normally be relayed by the affected county using direct radio communications.

G. Alerting of Key People

In accordance with local procedures, the communicator/dispatcher on duty will notify the appropriate city/village and county officials when there is a notification of a possible or actual emergency or disaster event. If the EOC is activated, officials will, as required by the situation, assemble at the EOC and be prepared to evaluate information, effect coordination, and make emergency action decisions.

H. Plan Implementation

The Chief Elected Official of the affected jurisdiction, on the advice of emergency response personnel, will decide to implement all or part of this

plan. A Presidential Declaration of a Civil Defense Emergency shall mean automatic implementation of this Plan. On implementation, local executives will assume such emergency powers as are authorized by local ordinances or contained in the Nebraska Emergency Management Statutes and delegated by the Governor. The Chair of the County Board of Supervisors and/or the Mayors/Chairs of the Village Boards of the affected communities will be responsible for the implementation, management and direction of this Plan. The Chief Elected Official will support the Incident Commander in the execution of tactical operations as prioritized by the Executive Board:

1. All county and city/village officials will immediately activate their portions of the Plan and discontinue all non-essential actions. If a portion of the Plan cannot be activated, the appropriate Chief Executive will be immediately notified so alternate arrangements can be made.
 2. The County Emergency Management Director will coordinate disaster operations support for emergency response services and make contact with the Nebraska Emergency Management Agency and other appropriate state and local organizations.
 3. Depending on the situation, disaster declarations in accordance with RRS 81-829.50 will be made by the chief executives of Hall County and the affected communities. The effect of a local disaster declaration shall activate the response and recovery aspects of this Plan, any other interjurisdictional disaster plans and to authorize the furnishing of aid and assistance from these plans. A local disaster declaration is a prerequisite for obtaining a state disaster proclamation from the Governor authorizing state assistance and response support.
- I. National Incident Management System (NIMS) and the Incident Command System (ICS).
1. The NIMS is an emergency or disaster event management, direction and control system that is standardized for use across the nation. April, 2004, the Governor of Nebraska signed a declaration stating that the NIMS and the Incident Command System will be used by responders and officials during an emergency or disaster response. This management system clarifies decision and strategy making roles, functional operations roles and uses a common language. This incident management system can be used by a single responder for a short duration event to multi-state and governments response to a catastrophic, multi-state event. The Incident Command System allows the responder(s) to have:
 - a. a single set of objectives for a given time period,
 - b. tactical plans developed using a collective, strategic approach,

- c. improved information flow and coordination between responders and decision makers,
 - d. a common understanding of joint priorities and restrictions,
 - e. assurance that no agency's legal authority is compromised or neglected, and
 - f. use of resources and the combined efforts of all agencies under a single plan.
2. There are five functions or activities common to all responses, whether handled by one or hundreds of responders:
- a. Command: Based on the complexity, severity, expected duration and other factors of the event, objectives are determined, priorities are established, guidance on legal and liability implications of response activation are provided, public information is released.
 - b. Planning: An Incident Action Plan is developed to accomplish the objectives, incoming information is evaluated, the status of assigned resources, personnel, hardware, equipment, money is tracked.
 - c. Logistics: Resources and all other support to the responders, such as equipment, food, temporary shelter, medical care, etc. are provided to operation tasks.
 - d. Finances: Costs are monitored, cost analysis and financial guidance is provided, accounting, procurement of personnel, equipment, material, payroll, insurance, etc. is completed.
 - e. Operations: The tactical or organizational plans are developed, and the incident action plan is efficiently and effectively carried out using the resources provided.
3. NIMS training that details the above, is available from many sources, many of which are referenced on the NEMA website: www.nema.ne.gov.
4. Hall County public safety agencies have received NIMS and ICS training sufficient to establish an All-Hazards Incident Management to meet the needs of incidents inside the County. This All-Hazards IMT will train, exercise regularly, and work collaboratively on planned events in preparation for an actual incident.
- J. Mutual Aid

When existing local resources are exceeded, mutual aid will be requested from neighboring communities having mutual aid agreements. On request,

Hall County resources may be sent to assist other jurisdictions under existing mutual aid agreements.

K. Requests for State Support

State support may be requested under disaster conditions.

1. If it appears that required disaster response actions are, or will be, beyond the capability of the local government and available mutual aid, the chief executive will prepare a local disaster declaration and request assistance from the State; see Annex A, Attachment 4. This request shall be made through the County Emergency Management Director to the Nebraska Emergency Management Agency and will contain the following information:
 - a. Type of disaster,
 - b. Extent of damage or loss (include fiscal estimate),
 - c. Actions taken by local government, including funds expended, and
 - d. Type and extent of assistance required.
2. The Nebraska Emergency Management Agency will review the request, evaluate the overall disaster situation, and recommend action to the Governor. If the Governor finds the disaster so severe that response is beyond local resources, he/she will proclaim a disaster in accordance with RRS 81-829.40 and state assets will be employed to support local efforts. State support will be coordinated through the State EOC. This does not preclude direct requests for early assistance to first responder state agencies.
3. Under disaster conditions, support by state military forces may be requested through the Nebraska Emergency Management Agency. The Hall County Emergency Manager will coordinate such requests. National Guard or military assistance will complement and not be a substitute for local participation in emergency operations. The National Guard will remain at all times under military command but will support and assist local government. Requests will include the county's objectives, priorities, and other information necessary for the National Guard to determine how best to assist the county.

L. Protection of the Public

The primary responsibility of government is to ensure that all reasonable measures are taken to protect citizens in the event of a potential or actual disaster. This Plan outlines these actions necessary in Hall County. In

addition to normal emergency services, there are four major areas for government action.

1. Warning and Emergency Public Information: Public warnings are issued through a combination of methods. These methods include sirens (outdoor warning), emergency vehicles, radio, television, and local cable television. Advising the public of proper actions to take utilizes the media and is dependent on their full cooperation. Details of warning and information dissemination capabilities and procedures, including the Emergency Alert System (EAS), are in Annex B, Communications and Warning and in Annex D, Emergency Public Information.
2. Protective Shelter: Providing shelter from the direct effects of hazards in the County focuses on three major hazards, tornadoes, extreme temperatures and hazardous materials.
 - a. Tornado Shelters: The tornado shelter policy advises citizens at home to protect themselves in the strongest part of their living facility. Most public facilities have been surveyed to identify the best protective locations. All schools, health care facilities, and major industries have tornado plans. See Annex J.
 - b. Severe Temperature Shelters: Extremes in temperatures can be hazardous to medically fragile people. The local jurisdiction may provide for the safety and welfare of these individuals by opening warming or cooling shelter.
 - c. Indoor Protection: For some hazardous materials incidents it is safer to keep citizens inside with doors and windows closed rather than evacuate. Frequently a chemical plume will quickly move past homes. Because air circulation systems can easily transport airborne toxic substances, instructions will be given to shut off all circulation systems for private homes and institutional facilities.
3. Evacuation: When time permits or when staying in the vicinity of a hazard effect poses a threat to the life and safety of the citizens affected, an evacuation may be ordered. Approximately six (6) percent of the population resides in the 100-year flood plain boundary. Toxic clouds resulting from a fire or hazardous material spill could affect any area within the county. Evacuation decisions will be made by the Incident Commander or, if time permits, the Chief Elected Official, based on the recommendation of the Emergency Management Director. Evacuation procedures are outlined in Annex E, and in Annex H. Reception and care of evacuees are detailed in Annex I.

M. Recovery Actions

Once the emergency or disaster is under control, search and rescue operations completed, and the immediate needs of the affected citizens have been met, the Executive Group will initiate all recovery actions necessary to return the affected area to normal. If disaster assistance is provided, the chief executive will coordinate with the State and/or Federal coordinating officers. Recovery responsibilities of each agency and organization are defined in the various Annexes. Primary recovery efforts will focus on the following areas:

1. Debris Removal (Annexes C and K)

Plans and procedures for debris removal are in Annexes C and K. Debris removal will be coordinated in the county by the County Public Works and in the cities and villages by the municipal Public Works or Maintenance. Snow and ice emergencies will be declared by the chief executive and enforced by the County Sheriff and local law enforcement. Hall County has a FEMA-approved Debris Management Plan under a separate document.

2. Habitability Inspections (Annex K)

After tornado strikes, high winds, floods or any other disaster that could cause structural damage, the appropriate local government will ensure that all affected structures, public and private, are safety inspected. Building Department personnel will perform these inspections. Assistance may be requested from the State Fire Marshal's office or the Disaster Assistance Task Force of Nebraska (DATNE) team(s).

3. Repair and Restoration of Essential Utilities (Annex K)

The recovery of utilities to normal service will be coordinated in the county by the associated utilities directors in cooperation with the various public and private utility companies.

4. Repair and Restoration of Public Facilities (Annex K)

Repair and reconstruction of public facilities, including bridges and culverts, are the responsibility of local government and will generally be funded from locally available contingency funds. If the Governor proclaims a state disaster, some costs may be reimbursable under the Governor's Emergency Fund on a matching basis. If a Presidential Disaster Declaration is obtained, matching federal assistance may be available. Because of this, all public recovery actions will comply with pertinent state and federal laws and regulations.

5. Decontamination of HazMat Spill Site (Annex F)

It is the spiller’s legal and financial responsibility to clean up and minimize the risk to the public and workers’ health. The Department of Environmental Quality is responsible for decisions regarding Hazardous Waste disposal. Federal law regulates on-site disposal, transportation, and off-site disposal.

6. Assistance to Individuals and Businesses (Annex G)

While their recovery from a disaster is primarily the responsibility of the affected citizens and businesses, every effort will be made to assist them, particularly those whose needs cannot be met through insurance or their own resources. The American Red Cross and the Nebraska Department of Health and Human Services will coordinate such relief efforts. Emphasis will be placed on assisting and supporting the aged, handicapped and infirm.

N. Mitigation

1. The County Board and the various City Councils and Village Boards should be aware of their responsibilities for maintaining an on-going program to eliminate hazards or minimize their effects.
2. Hall County and its communities in flood hazard areas have complied with all requirements and are participants in the Regular Federal Flood Plain Management Program. These jurisdictions qualify for Federal Flood Insurance and other forms of flood related disaster assistance. The remaining jurisdictions are not considered to be in a flood hazard area.
3. To ensure continuity of mitigation efforts, Hall County executives will hold post-disaster discussions (After Action Reports) to determine what mitigation actions would be appropriate.

VII. ADMINISTRATION and LOGISTICS

A. Procedures

Some administrative procedures may be suspended, relaxed, or made optional under threat of disaster. Such action should be carefully considered, and the consequences should be projected realistically. Procedures to achieve this goal are detailed in this Plan, and any necessary departures from business-as-usual methods are noted.

B. Documentation

All disaster related expenditures will be documented using generally accepted accounting procedures. The documentation will be used following a Governor's Proclamation or Presidential Disaster Declaration to qualify for reimbursement of eligible expenditures and to ensure compliance with applicable regulations.

C. Resources

Following initial lifesaving activities, the Chair of the County Board of Supervisors/Commissioners and the Chief Executives of the cities and villages will ensure that all necessary supplies and resources are procured for the various operating departments. After a Disaster Declaration has been issued, the Chief Executive may, without prior approval of the governing body, rent, lease, procure or contract for such resources or services as are essential for maintaining the safety and well being of the population and effecting the immediate restoration of vital services. Refer to Annex L for resource management procedures.

VIII. TRAINING and EXERCISING

A. Training

1. Specialized training requirements are defined in the functional Annexes. Each department, agency or organization with responsibilities under this Plan is responsible for ensuring that its personnel are adequately trained and capable of carrying out their required tasks.
2. The County Emergency Management Director will assess training needs, ensure that formal emergency management training programs are made available to city and county executives and personnel, and, in general, coordinate the overall training program which includes interagency, interjurisdictional and regional programs.
3. Elected and appointed officials should participate in the training and exercise program to further develop and maintain the necessary policies and procedures for their jurisdictions and the roles and responsibilities of their staffs, emergency managers, responders, support agencies and the public as a whole.
4. The Emergency Manager will involve, to the extent possible, the private business sector and relief organizations in the planning, training and exercise program.
5. The training program will be consistent with the Homeland Security Exercise Plan requirements. All training supported by the Homeland Security grant process must be DHS (Department of Homeland Security) approved.

B. Exercises

An ongoing program of exercises and drills of the elements of this Plan is essential to the maintenance of the County's emergency response capability and for ensuring the adequacy of this County Plan. It is the County Emergency Management Director's responsibility for training an Exercise Design Team which will coordinate the overall exercise program. An exercise of the "Direction and Control" aspects of this Plan should be conducted annually. All exercises and drills will be evaluated and any follow-up activities conducted in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

IX. PLAN DEVELOPMENT and MAINTENANCE

A. Responsibility

This Plan is the principal source of documentation of the County's emergency management activities. Almost every agency of government has responsibility for developing and maintaining some part of this Plan. Overall, the County Emergency Management Director will coordinate this process. The planning process is dynamic and always changing and as situations change, new hazards are identified, or capabilities improve, the Plan should also change. The Chief Executives will approve all major changes involving emergency management. The County Emergency Management Director may approve routine changes such as corrections, clarifications, staffing rosters, maps, annotations, and reporting requirements.

1. It is the responsibility of the local Emergency Management Agency to conduct an After Action Review (AAR) for each EOC activation due to an incident or exercise. This AAR should include input from all agencies, including local governments and affected private sector organizations, in the event/exercise response and initial recovery efforts. The purpose of each AAR is to identify policies, procedures, strengths and capability gaps, and the communications and coordination between and among the involved agencies/organizations. Recommended and implemented changes of EMA policy/procedures, agencies' or officials' roles and responsibilities should be documented in an update to this Plan. DHS grant sponsored exercises must meet all Homeland Security Exercise and Evaluation Program reporting requirements and timelines. Likewise, all exercises using DHS planning funds must be recorded on the state's five-year planning calendar.

Correcting or addressing the identified needs for additional training, changes in tactical procedures (revised SOPs), lack of specialized teams or resources is the responsibility of the individual organizations/agencies. The EMA will be a local point of contact for obtaining information and/or

coordination of such training, policy development, for information about obtaining additional resources (available grants or other funding sources) or assistance in developing improved incident management strategies.

2. Each agency, department or organization with responsibilities under this Plan will develop and maintain written procedures for carrying out their assigned tasks. Those local, jurisdictional standard operating procedures (SOPs) will be considered as supplements to this Plan.

B. Review

This Plan and all Annexes and procedures will be updated as the need for a change becomes apparent. Additionally, all portions of the Plan, including operating procedures will be thoroughly reviewed annually and appropriate changes made. Currently, every five (5) years from the date of acceptance of this plan by the County, the LEOP will be revised to reflect major changes as directed by the state or federal governments as required to maintain compliance. The County Emergency Management Director will ensure that this review process is carried out on a timely basis.

C. Recertification

Provisions will be made for periodic recertification of this Plan by the governing bodies of Hall County and the cities and villages of Grand Island, Wood River, Alda, Cairo, and Doniphan. This would normally occur after any significant change in elected officials. The Emergency Management Director will ensure that this is accomplished.

D. Distribution

The County Emergency Management Director will ensure that this Plan and all formal changes are distributed on the local level in accordance with the Plan Distribution List. The Nebraska Emergency Management Agency will be responsible for distribution to other counties, organizations, state agencies, and the federal government. Plans and changes will be distributed with a control copy number and a distribution log will be maintained by the County Emergency Management Agency and by the Nebraska Emergency Management Agency to ensure that all individuals, agencies, and organizations have received current copies of the Plan.

X. REFERENCES

- A. Nebraska State Emergency Operations Plan (SEOP), dated 2 February, 2009, Change 3 – February 2012;
- B. Nebraska State Emergency Alert System Operational Plan, July 2012, as revised;

- C. 2012 North American Emergency Response Guidebook;
- D. Hazardous Materials Emergency Planning Guide, NRT-1, March 1987, updated 2001;
- E. Comprehensive Preparedness Guide (CPG) 101 Version 2.0, Nov 2010.
- F. Emergency Warning and Information Plan for Kingsley Dam, dated December 2008.

LIST of ATTACHMENTS

<u>Attachments#</u>	<u>Item</u>	<u>Page</u>
1	Functional Responsibility Charts	29

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY
OF
GRAND ISLAND**

**OPERATIONS
PLAN**

**FOR
DISASTER
RESPONSE
AND
RECOVERY**

2015

A-25

2015

CITY OF GRAND ISLAND EMERGENCY OPERATIONS PLAN

TABLE OF CONTENTS

<u>Subject</u>	<u>Page</u>
I. <u>Purpose</u>	1
II. <u>Planning Factors</u>	1
III. <u>Basic Disaster Operations</u>	2
IV. <u>Incident Command/Field Operations - First Responders</u>	5
Police Department	6
Police Department Communications Center	8
Fire Department	8
Emergency Medical Services	9
Public Works/Utilities	10
Street Department	10
Electric Department/Power District	11
Water Division	12
Wastewater Division	13
Parks and Recreation Department	13
Landfill	14
V. <u>Emergency Operations Center</u>	14
Mayor/City Council	14
City Administrator	15
Emergency Management Director	17
City Attorney	19
Building Inspector	20
City Clerk/Treasurer	21
Purchasing Officer	22

CITY of Grand Island EMERGENCY OPERATIONS PLAN

I. PURPOSE

- A. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The Mayor will be responsible for the coordination and management of both the prevention preparations and the disaster operations and recovery. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster. (Nebraska Emergency Management Act, 1996, section 81-829.46).
- B. The Emergency Preparedness Mission for the city of Grand Island is to ensure the coordination of city departments and personnel to effectively respond to and recover from a natural or manmade disaster so that the maximum number of people and the greatest amount of property in jeopardy from a disaster can be saved and order restored as soon as possible.
- C. This plan identifies the primary disaster responsibilities of city departments and personnel employed by the city. This plan is intended to supplement the Hall County Local Emergency Operations Plan (LEOP); functions found in this plan are also discussed in the LEOP.
- D. It is in the best interest of the city of Grand Island that the named key officials meet at least once a year and after each disaster to review the Plan with the County Emergency Manager to determine that the Plan is current and reflects the roles and responsibilities as defined by statues, resolutions and field operations.

II. PLANNING FACTORS

A. All-Hazards Approach

- 1. This Plan uses an "all-hazards" approach that provides general direction for responding to any type of disaster across a full spectrum of hazards.

B. Vulnerable Populations

- 1. There are populations at risk in Grand Island. These will require special considerations in warning, evacuation, and other areas of disaster response.

2. The community uses the following to warn the various access and functional needs populations.

- Emergency Telephone Notification
- IPAWS
- Media Releases
- Social Media (Facebook & Twitter)
- Email
- Indoor Warning Devices
- Outdoor Warning Sirens

C. Primary Responsibility For Disaster Response and Recovery

1. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster.

2. In the absence of the Mayor, the established line of succession is:

- a. President of the City Council
- b. Senior member of the City Council
- c. An official as appointed/elected by the City Council (special election as necessary)

III. BASIC DISASTER OPERATIONS

A. Operations - Warning Phase

- 1. When alerted of a disaster situation, the Grand Island Emergency Center (GIEC) will begin notification of those on their emergency notification list.
- 2. The public may have already been warned by sirens or through the electronic media. If there are no automated warnings, GIEC will sound the sirens as authorized.

B. Operations - Actual Disaster

- 1. The first priority after a disaster has struck is lifesaving activities and the subsequent preservation of property. First Responders will proceed to the scene of the disaster or staging area as soon as possible. Initial

requests for Field Operations assistance will be channeled through the GIEC.

2. After the initial response, the Emergency Operations Center (EOC) will likely be activated to provide a site for local officials and other designated personnel to implement direction and provide coordination and support of Field Operations.
3. Other agencies and groups not defined as First Responders may be asked to provide additional disaster services as the city begins the process of recovery.
4. All responders in the field and officials at the EOC must maintain contact with each other to effectively coordinate response/recovery from the demands of the emergency.
5. All responding departments, agencies and jurisdictions will follow the National Incident Management System (NIMS) protocols when conducting either individual or joint disaster response and recovery activities. This includes but is not limited to establishing unified or area incident command systems, the use of staging areas as needed, implementing multi-agency coordination systems and resource management including the identification and listing of all department, agency and jurisdiction disaster response resources (equipment, trained personnel, supplies, facilities) using the NIMS resource identification process.

C. Operations - Departmental Responsibilities

The City has defined responsibilities for providing assistance to individuals suffering injury and/or loss and for providing government emergency services after a disaster. Disaster operations can encompass three areas:

1. Field Operations (Tactical and Operational)
 - a. First Responders will provide the initial tactical response to a disaster.
 - b. These First Responders will use the National Incident Management System by establishing Incident Command. A member of one of the First Responder emergency units will provide the initial Incident Commander. This will be determined by the nature of the disaster. Incident Command may be transferred to another agency as disaster priorities change.
 - c. Because of the scope of the disaster, First Responders may incur additional responsibilities as defined in Section IV of this plan.

- d. When the EOC is activated, field operations will coordinate with the EOC; although the EOC will not dictate field actions, final authority for major decisions in response/recovery operations is the responsibility of the elected officials at the EOC.

2. Emergency Operations Center (EOC) (Strategic and Functional)

The Emergency Operations Center will be activated to coordinate disaster response and recovery with the site Incident Commander.

- a. Staffing will be determined by the severity of the situation.
- b. The EOC is located at City Hall, 100 E. 1st Street, Grand Island, NE. This location provides communications capability, auxiliary power, and ample space with support equipment for disaster operations.

3. Additional Disaster Services (Support)

Other agencies and groups may be asked for assistance after the initial response to the disaster. The Incident Command or the EOC Staff may request these services.

D. Field Operations: Incident Command and the EOC

- 1. Both the field responders and the EOC staff must interface during disaster operations so response efforts are channeled for the quickest, most effective recovery for the city. The use of the NIMS will help standardize communications and enhance coordination between incidents, initial responders, mutual aid, CEO's and supporting organizations.
- 2. Communications Capabilities: When the Incident Commander establishes a command post and the EOC is activated, each will maintain communications with each other.
- 3. EOC Briefings: The Incident Commander, first responders, City Departments and agencies working the disaster may be required to send a representative to report activities, accomplishments, needed support and supplies and the next operational priority in their area. From this report, the Incident Action Plan (IAP) is developed for the next specified operational period.
- 4. Security of the Disaster Area:
 - a. Security may be needed at all the highway points leading into Grand Island. The Nebraska State Patrol can help with security.

- b. Local resources will be used first for roadblocks and barricades; then other village/county/state roads departments may be asked to help. The Incident Commander or Law Enforcement will contact the Communications Center to request additional resources from these agencies.
- c. Identification cards for access to the disaster area will be issued in Grand Island and the County. ID cards are needed for local officials volunteers, the media, and residents when the disaster area has been secured. The Hall Emergency Management Director (or other authorized position) will distribute identification cards from the EOC or at the disaster access points.

E. Operations - Administration

- 1. Under the direction of the Mayor/City Administrator, either the City Clerk/Treasurer/Purchasing Officer will purchase or rent needed supplies, materials, and equipment or hire temporary help for disaster operations. All agreements and contracts on a temporary basis will be recorded in the City Clerk's/Treasurer's Office. Contracting for permanent repairs and/or new construction of public facilities will follow established, routine procedures. All labor, equipment, and material expenditures, including donated supplies, equipment, professional and volunteer services for the disaster will be submitted to and documented by the City Clerk/Treasurer.

IV. INCIDENT COMMAND / FIELD OPERATIONS - FIRST RESPONDERS

A. Primary Field Operational Control for the Disaster

- 1. All City Departments will become familiar with an Incident Command System per HSPD-5, NIMS. This Incident Command System will be used to ensure one point of contact for field coordination.
- 2. The Incident Commander may select staging area(s) if needed. The Incident Commander will inform the EOC of the location(s) of the staging area(s).

B. Responsibilities List for Field Operations

- 1. In preparing this plan, city officials have assigned responsibilities for disaster response and recovery. These responsibilities address an "all-hazards" approach; therefore, all activities listed for each department may not need to be applied to every disaster. However, the list is not all-inclusive; at the direction of either the Department Supervisor or the City Administrator (Mayor, if no City Administrator); city personnel may be requested to perform other disaster duties.

2. The task assignments for each City Department are written in general terms and purposely do not tell supervisors how to do their jobs. Each Department should develop guidelines (SOPs) for their specific operations in a disaster situation.
- C. Police Department - Police Chief (LEOP - Annex H)
1. Among the First Responders to the disaster scene.
 2. Implements the appropriate National Incident Management System.
 3. Assesses communications capability as a priority action.
 4. Notifies off-duty Police Department personnel and, if required, other law enforcement agencies for assistance. About 145 persons could be available from the Grand Island Police Department, County Sheriff's Office, Nebraska State Patrol, Game and Parks Commission.
 5. If needed, in conjunction with the Fire Department, warns residents and businesses by public address systems, knocking on doors, or other means.
 6. Conducts any evacuation as required; including coordination with Emergency Management to select the best evacuation routes to the selected shelter. See Annex E for evacuation planning and operations guidelines.
 7. Implements established procedures for roadblock locations to isolate Grand Island if entry control is necessary.
 8. Warns the public to evacuate by public address system or door-to-door if time does not allow emergency information to be released through the Public Information Officer; the Fire Department may assist in contacting those affected. See Annexes B and D for communications capabilities and strategies.
 9. Coordinates with the EOC and Incident Command for transportation of access and functional needs evacuees.
 10. Coordinates with the EOC and Incident Command in selecting assembly points and exercises surveillance over the assembly points being used for loading buses used for evacuation.
 11. Assesses and determines the immediate needs for cleared routes to the hospital and coordinates with the EOC and Incident Command.

12. Coordinates traffic control and crowd control in and around the disaster area.
13. Coordinates with the Street Department for barricades, signs, and flags at control points as established by the Police Department. This will also be coordinated with the EOC and Incident Command.
14. Conducts search and rescue operations with Fire Department personnel.
15. Assesses the need for other City Departments to respond, contacts the Superintendents of Departments and reports this to the EOC.
16. May request opening the EOC for assistance in coordinating disaster response.
17. Relocates to an alternate site, if the Law Enforcement Center is damaged.
18. May initially advise the EOC of area affected and gives general damage information.
19. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual to the EOC.
20. Sends a representative to the briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
21. Secures the disaster area:
 - a. To include critical public facilities and residences
 - b. Checks volunteer ID cards
 - c. Checks permanent ID cards of City personnel
 - d. Controls EOC security from any interference with emergency operations
22. Prevents looting in disaster area.
23. Prevents re-entry into damaged or contaminated buildings.
24. Provides security at shelters, if needed.
25. Provides security for visiting dignitaries.
26. Notifies the EOC of possible flooding problems.

27. Picks up stray animals or implements other animal control measures using volunteers, veterinarians or animal control officers. See Annex H.
28. Provides volunteer inmate labor.
29. Deputizes additional personnel, as required.
30. Continues with police responsibilities and services in unaffected areas.
31. Designates and maintains the lines of succession in the absence of the Police Chief.

D. Communications Center – Emergency Management (LEOP - Annex B)

1. Maintains a current call-down roster of phones and pagers for key city personnel and others such as the hospital, care centers, schools, and businesses.
2. Provides warning through sirens; if the endangered area is isolated, telephones residents and/or businesses and initiates other warnings systems for identified special populations.
3. Monitors and disseminates further watches and/or warnings or advisories.
4. After the initial request for first response, makes the necessary notifications to include notifying the City Administrator, Mayor, and Emergency Management Director.
5. Coordinates emergency radio traffic.
6. May request additional assistance through the EOC.

E. Fire Department - Fire Chief (LEOP - Annex F)

1. Among the First Responders to disaster scene.
2. Assumes the operational control for fire suppression and explosions.
3. If properly trained, serve as a hazardous materials responder; provides measures to minimize dangers from hazardous materials.
4. Provides radiological monitoring at radiological accidents, including the necessary coordination with Nebraska Health and Human Services System Regulation and Licensure and the Nebraska Emergency Management Agency.
5. Implements the Incident Command System per NIMS.

6. May request opening the EOC for assistance in coordinating and supporting disaster response.
 7. Coordinates with Law Enforcement in search and rescue operations.
 8. Assists Law Enforcement in evacuation efforts.
 9. Assists Law Enforcement in warning by public address system or door-to-door.
 10. Assists Law Enforcement in crowd control/security of the disaster area.
 11. Assesses need for other City Departments to respond and contacts the Department Superintendent(s); reports this to the EOC.
 12. Implements mutual aid agreements with other jurisdictions, as needed.
 13. Coordinates the staging area with the EOC and Incident Command.
 14. Provides back-up equipment for water pumping.
 15. Assists in safety inspections to assure the integrity of a structure before permitting re-occupancy.
 16. Sends a representative to briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
 17. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual, to the EOC.
 18. Continues fire suppression operations.
 19. Establishes and maintains the lines of succession in the absence of the Fire Chief.
- F. Emergency Medical Services - Rescue Chief (LEOP - Annex G)
1. May be among the First Responders at the disaster scene.
 2. Implements the Incident Command System per NIMS.
 3. Conducts triage operations, if needed.
 4. Operates emergency medical units to provide emergency treatment to injured personnel at the scene.

- 5. Transports injured to the hospital; checks with Police Department\EOC for open routes to hospital.
- 6. Implements mutual aid agreements with other jurisdictions as necessary, allowing hospital staff to stay at their facility to receive injured.
- 7. Sends a representative to briefings at the EOC and informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
- 8. Continues emergency medical services for the remainder of the City.
- 9. Establishes and maintains the lines of succession.

G. Public Works/Utilities (LEOP - Annex K)

- 1. The Public Works Department and the Utilities Department includes these Divisions: Street, City Electric, Water, Waste Water, Parks and Recreation. If a staging area for the Public Works or Utilities function is established, it will be coordinated with the EOC and Incident Command.
- 2. Streets Division- Superintendent

The call to respond to the disaster will probably come from dispatch at the GIEC. The Superintendent will coordinate with the Mayor/City Administrator/Incident Commander on disaster work assignments. Tasks may include but are not limited to:

- a. Developing a response priority/plan to clear debris from the primary routes needed for First Responders; then clearing the arterials and collectors.
- b. Assessing and reporting street damage to the EOC; systematically clearing the streets as prioritized at the EOC briefings with input from the City Administrator/Mayor/Incident Commander, Police Department, and other affected City Departments.
- c. Closing streets, if requested by Law Enforcement/Incident Commander, by transporting and erecting barricades, signs, and flags at control points established by Law Enforcement.
- d. Posting traffic directional signs, as needed, particularly for evacuation.
- e. Clearing debris from public areas, but only from private property as is necessary for the rescue or safety of the occupants.
- f. Performing priority repairs to streets.

- g. Clearing inlets and repairing storm sewers.
 - h. Providing emergency repair and maintenance of vehicles and equipment during disaster operations.
 - i. During flooding conditions, coordinating sandbagging operations for public buildings/entities.
 - j. Assisting the City Administrator/Mayor in meeting requirements for the disposal of disaster debris. Responsibilities for landfill operations are listed under City Administrator.
 - k. Establishing temporary debris collection or disposal sites, additional temporary tree burning areas, as needed and as approved by Dept. of Environmental Quality.
 - l. If not being utilized, furnishing heavy equipment and personnel to other City Departments.
 - m. Sending a representative to the briefings at the EOC; informing the EOC, City Administrator, Mayor and Incident Commander of accomplishments, needs and any problems.
 - n. Maintaining records of all overtime, operational expenses, repair costs, in-stock supplies used; supplies, equipment and labor procured during the response and recovery.
3. Electric Utilities
- a. All department employees will report to their normal Street and/or Electric Shop for vehicles, mobile communications and assignments. If their work reporting stations are un-accessible, they will receive further information during the notification or recall process.
 - b. The first qualified employee reporting may survey the sub-stations; survey overall damage to see if outside assistance will be required and will alert the Superintendent if mutual aid is needed. This will also be reported to the EOC.
 - c. Electrical Supervisor/director will direct and coordinate activities that:
 - i. De-energizes downed power lines.
 - ii. Restores service as prioritized.
 - iii. Coordinates with the City Administrator/Mayor and Incident Command and supplier in finding a temporary source of electricity should the city need it to restore utility service.

- iv. Keeps the City Administrator/Mayor and Incident Command and supplier informed of the current situation and when service may be restored.
 - v. Sends representative to briefings at the EOC; inform the EOC/City Administrator/Mayor/Incident Commander of any problems.
 - vi. Safety inspects the electric systems on damaged public buildings; coordinates with the building inspector on these inspections.
 - vii. Provides emergency lighting where needed for disaster operations.
 - viii. Coordinates the use of emergency power generators with the EOC and Incident Command.
 - ix. Furnishes available heavy equipment and personnel to other City Departments.
4. Water Utilities and Wastewater Division - Superintendents
- a. Water Utilities
 - i. Can assess each house individually.
 - ii. Maintain water pressure and uncontaminated water supply.
 - iii. Where possible, ensures an adequate water supply to the fire hydrants in case of major fire.
 - iv. Is prepared to isolate the water system where there is a possibility of contamination from a hazardous materials spill.
 - v. Repairs the water tower and/or mains, as prioritized; isolates ruptured or damaged mains until repairs can be made.
 - vi. Coordinates water testing with the State Health and Human Services System.
 - vii. Provides potable emergency water supply.
 - a. Locates suitable containers; fills with uncontaminated, potable water.

- b. Distributes water to locations as coordinated by the EOC; is aware of prioritized facilities needing water such as the hospital or care facilities.

viii. Safety inspects the water system.

b. Wastewater Division

- i. Maintains the sanitary sewer operations.
- ii. Is prepared to isolate in-flow if the incident involves a hazardous materials spill into the waste system.
- iii. Safety inspects the wastewater system if damaged from the disaster.
- iv. Contracts for portable toilets and for their maintenance.

c. Both Water and Wastewater Divisions

- i. If not being utilized, may be required to furnish equipment, such as vehicles, and personnel to other City Departments.
- ii. Sends one person to EOC briefings to represent both Divisions; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.

5. Parks and Recreation Department - Director

- a. Surveys damage to parks.
- b. Reports to the City Administrator/Mayor for disaster work assignment.
- c. If not being utilized, furnishes equipment/personnel to other City Departments; will primarily assist Street Department.
- d. Will attend or be represented at EOC briefings; informs the EOC/City Administrator/Mayor of any problems in disaster clean-up/repair.

6. Transfer Station & Landfill Operation

The City Administrator/Mayor will primarily be responsible for coordinating disposal of disaster debris and will work with the Street Department in accomplishing this function. The following may be some of the requirements for disaster operations:

- a. Meet the demand for greater disposal operations by:
 - i. Requesting an extension of hours as needed for debris disposal.
 - ii. Requesting signs or guides in the landfill area to organize disposal efforts.
- b. Obtain permission from DEQ for normally unauthorized items (to the extent possible) to go to the landfill; find alternatives for disposal of unauthorized items.
- c. Maintain a "salvage depot" for recovered, unclaimed damaged property which is removed from public or private property.
- d. In coordination with other affected City Departments, the EOC, and Incident Commander establishes temporary site(s) for debris disposal/storage, separation, storage, recycling.
- e. Will establish an additional temporary tree-burning area, if the one "permitted" burn site in Grand Island is not adequate.

V. EMERGENCY OPERATIONS CENTER

A. Mayor/City Council (LEOP - Annex A)

Responsibilities of the Mayor and City Council during disaster operations may include, but are not limited to:

- 1. Making executive decisions; establish effective disaster response policy.
- 2. Exercising emergency powers; provide policy decisions.
- 3. Signing the Disaster Declaration.
- 4. Exercising the final authority on subjects such as:
 - a. Curfews
 - b. Price restrictions

- c. Standards for contractors, craftsmen
 - d. Temporary waivers for land use
 - e. Other related legal responsibilities
 - f. Evacuation decisions
5. Approving emergency legislation for the city.
 6. Activating the EOC; notifying the Emergency Manager
 7. Emergency Public Information (LEOP - Annex D)
 - a. The Mayor will ensure that the public is given timely and accurate information through the Public Information Officer (PIO).
 - b. The Mayor will designate a PIO at the time of the disaster if one is not appointed.
 - c. The PIO will establish an Information Center to:
 - i. Release emergency directions and information to radio, television and newspaper.
 - ii. Work with outside media sources, providing timely, accurate information at scheduled media briefings or as the situation dictates.
 - iii. Maintains liaison with the EOC and the Incident Commander to stay abreast of current information.
 - iv. Serves as the source through which the media will gain access to public officials, if required.
 - v. Provides current and accurate information to the general public making inquiries.
- B. City Administrator (The Mayor assumes the following duties if there is no City Administrator.)

The City Administrator is the administrative head of the city government and works under the direction of the Mayor who has final authority for all City Departments. The City Administrator may be delegated responsibility by the Mayor and Council to coordinate with the Emergency Management Director in providing unified management of the direction and control functions for

disaster response and recovery and for support of the Incident Command. The City Administrator's responsibilities may include, but are not limited to:

1. Coordinating with the Mayor/City Council members, the Emergency Management Director and the Incident Commander during disaster operations.
2. The City Administrator will be alerted of a disaster situation by the GIEC dispatcher or Emergency Management Director; normally, the City Administrator will, in turn, call the Mayor.
3. Activating the EOC.
4. Reporting to the EOC to monitor the disaster incident through situation reports and data coming into the EOC; visiting the various areas of the disaster, as necessary.
5. In conjunction with the Emergency Management Director, determining EOC staffing.
6. Providing over-all coordination of all City Departments and purchasing for handling the disaster effort.
7. In conjunction with needs of Field Operations and Emergency Management:
 - a. Recruiting any city personnel not involved in disaster response who could assist in emergency duties.
 - b. Forming a clerical pool and provide any other support personnel needed to staff the EOC - may include recording disaster events, maintaining status boards, word processing, answering inquiries, telephoning, etc.
8. Maintaining current inventory and resource list of emergency equipment and supplies.
9. Coordinating citywide resources that may be used in disaster response/recovery.
10. Coordinating with the City Attorney on any legal emergency matters.
11. Responding to official inquiries.
12. If a number of public buildings and/or streets have been affected by the disaster, assisting in prioritizing the return to service.

13. Coordinating with the Building Inspector in recovery and rebuilding efforts.
14. Ensuring the Building Inspector has designated someone to photographically document damage should there be a later application for state or federal assistance.
15. Designating appropriate staff to photograph debris piles before disposal.
16. In conjunction with the Finance Director, ensuring that the City Finance Department documents expenses for the disaster including the donation of supplies, equipment, services and volunteer labor.
17. Assisting the Emergency Management Director in determining the location(s) for the distribution of potable water and requesting the Water Department to provide potable water to the public; then through the Public Information Officer, notifying the public of the availability and location(s) of water.
18. Working with the Emergency Management Director in providing liaison with local contractors, businesses, and industries to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required in the disaster situation.
19. Advising disaster victims of temporary emergency housing.
20. Establishing a point of contact for cash donations from the community for disaster victims/efforts and establishing guidelines in distributing the money. Also maintain an accepted, standardized accounting system to track appropriate financial donations.
21. Maintaining a "salvage depot" for unclaimed items.

C. Emergency Management Director

The Grand Island-Hall County Emergency Management Director will act as a disaster operations advisor to the Mayor and City Council. In performing the direction and control function for coordinating disaster operations, the Emergency Management Director will work closely with the City Administrator. Disaster operations duties for the Emergency Management Director may include, but are not limited to:

1. Being responsible for the EOC readiness to include adequate communications systems, status/ICS boards, maps, office supplies/equipment, printed logs/forms, alternate power or an alternate location.

2. Activating the EOC (normally called by the Dispatcher); assumes overall operational management and coordination for the support of emergency functions of the disaster response and recovery.
3. In conjunction with the City Administrator/Mayor, determining who is needed on the EOC Staff.
4. Maintaining a current call-down list of EOC Staff with an established procedure for calling in the Staff.
5. Coordinating additional communications support, such as amateur radio operators, staff to take calls for "rumor control", etc.
6. Tracking and recording disaster events electronically, or on a status board or flip chart; plotting areas of destruction on maps; staff from the City Finance Department may be assigned this function.
7. Conducting EOC briefing(s) to coordinate disaster response/recovery efforts; determine with executives how often briefings are needed.
8. Coordinating with the City Departments as well as local businesses, private groups, volunteers, and adjacent jurisdictions called for mutual aid and with Hall County government if the situation dictates.
9. Requesting the Public Information Officer to provide emergency information to the public concerning an evacuation.
10. Coordinating transportation that may be required for evacuation.
11. Advising in the selection of assembly points for transportation.
12. Coordinating shelter operations with the American Red Cross.
13. Recommending that the Mayor/Council declare an emergency; preparing the Disaster Declaration for the signature of the Mayor and the witness of the Clerk.
14. Coordinating with the City Attorney on any legal emergency matters.
15. Coordinating with the Hall County COAD (County Organizations Active in Disasters) on disaster needs of individuals to provide necessary outreach services and assistance in recovery.
16. Coordinating staging areas with Field Operations.
17. Disseminating Identification cards for:
 - a. Emergency workers

- b. Volunteers
 - c. Disaster area residents
 - d. Appointed/elected officials
18. Coordinating with the City Administrator in determining potable water distribution locations; assuring that the public is notified concerning the availability and location of water.
 19. Working with the City Administrator in providing liaison with local contractors, businesses and industry to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required.
 20. Making formal requests to the next higher levels of government for assistance if the disaster response is beyond the capability of the City.
 21. Providing pre-event training opportunities for personnel who will respond to a disaster.
 22. Reviewing and updating this Plan for the City of Grand Island, annually.

D. City Attorney

1. Reviews the Nebraska Emergency Management Act and provides emergency legal counsel to city officials on subjects such as:
 - a. Curfews
 - b. Price restrictions
 - c. Standards for contractors, craftsmen to ensure disaster victims are not further victims of unscrupulous practices
 - d. Temporary waivers for land use
 - e. Other related legal duties
2. Drafts emergency legislation for the city.
3. Provides assistance in negotiating contracts for emergency services.

E. Building Department (LEOP - Annex C)

1. May coordinate or assist the Debris Manager in damage assessment of:
 - a. Public entities
 - b. Homes
 - c. Businesses
2. Compiles information to define the property appraisals/values and insurance coverage as well as damage sustained.
3. Works with the American Red Cross damage assessment team to assure all homes have been surveyed for damage.
4. In conjunction with the City Administrator, assures someone is designated to photograph and record public and private damage should there be an application for state or federal assistance.
5. Compiles all damage assessment reports into a summary document for use by the EOC Staff.
6. Assures that safety inspections are conducted for public and private buildings and issues temporary occupancy permits for temporary housing.
7. Prepares demolition orders for all unsafe structures and provides assistance in the coordination of the demolition work.
8. Assures that rebuilding is in compliance with the City's master development plan.
9. Coordinates first with local contractors/lumber yards to restore damaged public facilities.
10. Coordinates with the City Administrator in establishing a point of contact for insurance adjusters and the influx of builders and repairmen.
11. Contracts, with the approval of the City Administrator, for needed structural engineering services.
12. Coordinates, as necessary, with the City Electric Superintendent on the safety inspections of the electric systems on damaged public buildings.
13. Ensures that all incoming contractors register through the Building Inspector's office.

F. City Finance

1. Witnesses the Disaster Declaration.
2. Tracks and documents all expenses for the disaster operations from each City Department to include:
 - a. Labor (regular and overtime, temporary help and volunteer time).
 - b. Equipment usage, rentals, repairs due to the disaster.
 - c. Materials (to include parts and supplies used from the City's inventory) and
 - d. Accounts for the reception and disbursements of all appropriate financial aid, equipment, supplies, volunteer labor and donations.
3. Coordinates with the Purchasing Officer in assigning (at the time of the disaster) an account number for emergency expenditures.
4. Provides financial statistics and summaries for the cost of the disaster, when requested.
5. In conjunction with the City Administrator, prepares the necessary documentation required for state and federal disaster assistance applications.
6. In initial disaster response, may assist at the Emergency Operations Center.
7. Provides staff for the EOC to track and record disaster events.

G. Purchasing Officer

1. Makes emergency purchases, as required.
2. When the Mayor declares a disaster, implements the policy that delegates authority to department superintendents to purchase or lease emergency supplies and/or equipment.
3. Coordinates with the City Finance in assigning department superintendents an account number for emergency expenditures.

RESOLUTION 2015-328

WHEREAS, the City Council of Grand Island, Nebraska, pursuant to Nebraska Statute, is vested with the authority of administering the affairs of Grand Island, Nebraska; and

WHEREAS, it has been determined that a Hall County Local Emergency Operations Plan has been developed in order to provide for a coordinated response to a disaster or emergency in Hall County, the City of Grand Island and other cities and villages in Hall County; and

WHEREAS, the City Council of Grand Island, deems it advisable and in the best interest of Grand Island to approve said Local Emergency Operations Plan;

WHEREAS, the acceptance of this 2015 Local Emergency Operations Plan supersedes all previous approved Hall County Local Emergency Operations Plans.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Grand Island, Nebraska, that the Hall County Local Emergency Operations Plan be, and hereby is, approved.

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item G-17

#2015-329 - Approving Agreement with NDOR for Stolley Park Road Reconfiguration

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 24, 2015

Subject: Approving Agreement with NDOR for Stolley Park Road Reconfiguration

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

Background

Construction of Stolley Park Road was completed in two parts; (South Locust to Blaine) in 1978 and (Blaine to Hwy 281) in 1983 using funds from the Department of Roads. Stolley Park Road was constructed as a four lane arterial route, but the outside lanes were never opened to traffic. Traffic volume is continuing to increase from 7,390 ADT in 1978 to current counts reaching around 12,500, and substantially more during special events, such as the State Fair.

The City has received a number of complaints, including:

- Vehicles using the outside parking lane to pass;
- Vehicles driving on the outside parking lane as though it was a travel lane;
- Vehicle/pedestrian hazards at Stolley Park Elementary and Barr Middle School;
- Vehicle/pedestrian hazards along Stolley Park Road as vehicles drive along the parking lanes;
- Speeding;
- Vehicles running the traffic signal at Blaine Street;
- The Stolley Park driveway creates a hazard as it connects at the intersection of Stolley Park Road and Park Drive;
- Numerous rear end collisions from turning traffic.

The Department of Public Works studied the issues and verified the complaints. Running the signal is an enforcement issue only. The remaining issues are related to the design and current configuration of the street.

On June 24, 2014 staff presented options for reconfiguring Stolley Park Road, which required removing parking along the roadway from US Highway 281 to South Locust Street. City Council adopted the No Parking Zone on both sides of Stolley Park Road, from US Highway 281 to South Locust Street, at their July 8, 2014 meeting by Resolution No. 2014-192.

Discussion

The reconfiguration of Stolley Park Road qualifies as a Federal-aid Transportation Safety project meaning federal funding is available through the Nebraska Department of Roads (NDOR). The federal share payable on any portion of a local federal-aid safety project is a maximum of 90% of the eligible participating costs, while the Local Public Agency (LPA) is responsible for the remaining 10% as well as all other nonparticipating or ineligible costs of the project. The current estimate of this project is \$1,349,180.00, with the LPA share being \$169,118.00 at this time. The LPA share includes \$38,000.00 of nonparticipating Preliminary Engineering costs, of which \$35,676.23 has been expended to date.

Such project would consist of Stolley Park Road striping reconfiguration from Webb Road to Locust Street, which includes pavement surface treatment and maintenance for preparation of the roadway re-striping. The existing roadway is a 46 foot concrete curb and gutter section and consists of two (2) 12 foot lanes with 11 foot of no parking zones. The new roadway will consist of a four lane undivided section from Webb Road to just west of Brentwood Boulevard, five lane section from just west of Brentwood Boulevard to St. Joe Bike Trail, and a three lane section with bike lanes from St. Joe Bike Trail to Locust Street. This project will right size the lane configuration to optimize safety and efficiency, and meet the Federal Highway Administration (FHWA) safety program 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 approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

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

LPA PROGRAM AGREEMENT - FEDERAL-AID FUNDS

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. HSIP-5402(5)
STATE CONTROL NO. 42812
STOLLEY PARK ROAD RECONFIGURATION, GRAND ISLAND

THIS AGREEMENT is between the City of Grand Island, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Federal-aid funds are available for transportation projects on eligible routes within the jurisdiction of Local Public Agencies under Title 23 of the United States Code and 23 Code of Federal Regulations, and

WHEREAS, federal law requires that the State act as a liaison for all Federal-aid local transportation projects, and

WHEREAS, LPA has a proposed project on an eligible route that LPA would like to seek Federal-aid funds to reimburse LPA for a percentage of the eligible and participating costs of the project, and

WHEREAS, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. HSIP-5402(5), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2015, attached as **Exhibit "B"** and made a part of this Agreement, and

WHEREAS, the project is described generally as follows:

This project will consist of Stolley Park striping reconfiguration from Webb Road to Locust Street which includes pavement surface treatment and maintenance for preparation of the roadway re-striping. The existing roadway is a 46 feet concrete curb and gutter section and consists of two 12 foot lanes with 11 foot not parking zones. The new roadway will consist of a four lane undivided section from Webb Road to just west of Brentwood Boulevard, five lane section from just west of Brentwood Boulevard to St. Joe Bike Trail, and a three lane section with bike lanes from St. Joe Bike Trail to Locust Street. This project will right size the lane configuration meeting FHWA Road Diet Initiative.

WHEREAS, the Federal share payable on any portion of a local Federal-aid project will be a maximum of 90 percent of the eligible and participating costs; the LPA's share will be the remaining 10 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs of the project, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the regulations further allow and State requires that LPA use its own funds to match Federal Funds for the costs of local transportation projects, and

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 1 of 23

(AGREEMENT # BL1581)

WHEREAS, State is willing to assist LPA in seeking Federal approval of the proposed project and use of Federal Funds to reimburse LPA for a percentage of the development and construction of the proposed improvement, with the understanding that LPA's project is not a State project and that no State Funds are to be expended on this project; and

WHEREAS, the LPA wishes and the State intends to act as the Responsible Charge (RC) for the project on the LPA's behalf, and

WHEREAS, State is willing to act as RC so long as the State is reimbursed for its costs and the parties understand that the project will be LPA's project and LPA will have ultimate responsibility for the development and construction of the project; and

WHEREAS, LPA understands that time is of the essence in the development of this project and LPA is willing to allow State to manage the schedule of the project and LPA commits to taking prompt action when requested by State so that this project will stay on schedule; and

WHEREAS, LPA understands that the State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use; and

WHEREAS, the State will be responsible for paying directly the project construction contractor, preliminary and construction engineering providers, and any consultant related to Right-of-Way appraisal, appraisal review, negotiation and relocation assistance.

WHEREAS, it is understood that the State will act in two capacities for this project; (1) State will act as a liaison with Federal Highway Administration (FHWA) concerning issues about the eligibility of the project for Federal-aid funding; and (2) State will coordinate with the LPA to address any Federal-aid issues that have been identified with the project ; and

WHEREAS, Federal Regulations provide that the LPA shall not profit or otherwise gain from local property assessments that exceed the LPA's share of project costs; and

WHEREAS, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement; and

WHEREAS, the planning level DR 530 estimate of the cost of the project is \$1,349,180.00 but such costs may increase or decrease due to variations between the estimated and actual project costs; and

WHEREAS, LPA's share of the total project costs is estimated to be \$169,118.00 which includes \$38,000.00 of nonparticipating Preliminary Engineering costs. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. LPA's share of the project costs may increase or decrease due to variations between the estimated and actual project costs; and

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

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

“CFDA” means Catalog of Federal Domestic Assistance.

“CFR” means the Code of Federal Regulations.

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

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

“LPA” means the Local Public Agency that is sponsoring a Federal-aid transportation project.

“NEB. REV. STAT” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

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

“RESPONSIBLE CHARGE” or “RC” means the State representative(s) assigned to oversee the development of the project. The RC will ordinarily be the State’s Project Coordinator from the Local Projects Section of the Material and Research Division of the Nebraska Department of Roads.

“PROJECT MANAGER” means the employee or designee of the State who will manage the construction of the project on behalf of the LPA.

“STATE” means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“LPA’s PROJECT LIAISON”, “LPA’s PL” or “PL” means the officially designated employee of LPA who has been properly authorized to serve as LPA’s representative and to be a liaison between LPA and the State and Federal government for LPA’s Federal-aid transportation project.

SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)

2.1 *Effective Date* --This Agreement is binding on the date it is fully executed by the Parties.

2.2 *Renewal, Extension or Amendment* --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

2.3 *Identifying Date* – For convenience, this Agreement’s identifying date will be the date the State signed the agreement.

2.4 *Duration*– This Agreement will expire upon completion of the LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.

2.5 *Termination* -- Further, State reserves the right to terminate this Agreement as provided herein. If the LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, the LPA shall notify the State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

3.1 The LPA wishes to obtain Federal-aid funding for a Federal-aid transportation project on a street, highway, road, trail or other transportation related facility under LPA’s jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project, but will provide Federal funding for eligible and participating project costs through the State. The State, pursuant to Neb. Rev. Stat. §

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 3 of 23
(AGREEMENT # BL1581)

- 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. Further, State will act as the RC on behalf of LPA. The purpose of this Agreement is to set forth the understanding of the LPA and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to any maintenance and environmental document commitments. The LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that FHWA finds that the project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal Funds, as determined by the State, and any costs or expenses the State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC. LPA further agrees that LPA shall have no claim or right of action against the State under this Agreement if FHWA determines that the project is not eligible, in whole or in part, for federal-aid funding except in the event that an error or omission of State proximately caused the project to be declared ineligible for federal funding in whole or in part, LPA's sole remedy against State is that LPA shall not be required to repay State for State's costs attributable to the part of the project in which the error or omission occurred. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.
- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and the State's perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to assist in the development of this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.
- 3.3 The parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

SECTION 4. FEDERAL AID PROJECT REQUIREMENTS

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

4.1 The Applicable Legal and Contract Requirements.

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 4 of 23
(AGREEMENT # BL1581)

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

b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:

<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event the

LPA believes that The Manual does not clearly address a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

4.2 Federal Oversight. If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of the LPA to understand the additional requirements and ensure that the State and FHWA are provided timely notice for additional oversight and approvals.

SECTION 5 – GENERAL PROJECT DUTIES

5.1 State's Responsibilities.

This Project is LPA's project and LPA understands that State will be acting as LPA's representative in the development and construction of the project. The State will act as Responsible Change (RC), on behalf of LPA, for this project. The State will also act as Project Manager and Project Inspector to oversee the construction of the project.

Except for the duties expressly delegated to LPA herein, the State shall be responsible for completing or overseeing all stages of the development of the Federal-aid project on **LPA's behalf** including planning, environmental, design, right-of-way, utilities, railroad, construction and construction engineering.

5.2 LPA's Responsibilities.

LPA will be responsible for confirming that the State's work on its behalf conforms to LPA's intentions and will keep the project eligible for federal-aid funds. LPA shall make its best efforts to provide approvals, sign documents, and to promptly do all things necessary to help State or the project consultant(s) with the development and construction of LPA's project. LPA's Project Liaison shall be responsible for safeguarding the interests of LPA in the project, for giving approvals as needed, and for obtaining formal LPA approval and authority when deemed necessary by the LPA. LPA shall also, when applicable, provide construction inspection services related to any LPA owned utility facility rehabilitation work included within the project construction contract.

SECTION 6 – LPA'S PROJECT LIAISON

LPA shall formally appoint an LPA employee, and provide the State with that employee's name, mailing address, email address and phone number, and shall authorize that employee to act as LPA's Project Liaison (hereinafter known as "LPA's Project Liaison" or "LPA's PL" or "PL"), to take all actions necessary for the project on behalf of LPA and to serve as a liaison

Project No. HSIP-5402(5)

Control No. 42812

Stolley Park Road Reconfiguration, Grand Island

Template T-AGRS-21 Revised 7-30-15

Page 5 of 23
(AGREEMENT # BL1581)

between the State and LPA. LPA's PL shall be certified by a process developed by State to act as a PL for the project.

SECTION 7 – PROGRAMMING DOCUMENT

LPA has submitted to State the official project programming document, the DR Form 530 that specified the scope of the project and the estimated cost of the project. The State's Project Scheduling Division has approved the DR530. **LPA shall formally approve the signing of this Program Agreement.**

SECTION 8 – PROCUREMENT OF PROFESSIONAL SERVICES

LPA hereby authorizes the State to retain the Professional Services providers deemed necessary by the State for the development and construction of LPA's project. The typical Professional Services Providers used for a project of this type include but are not limited to project design and construction engineering; NEPA and other Environmental Specialists; Right-of-Way Appraisal, appraisal review, negotiation and relocation assistance; and construction engineering. LPA authorizes the State to use State's qualification based selection process or a State "On-Call" Consultant for the selection of Engineering or Environmental Consultants, and to select a service provider from the State's list of Right-of-Way Service Providers. State is further authorized by LPA to select any other service providers deemed necessary by State for LPA's project using State processes for such selections. The State shall make the final decision as to which service provider(s) will be selected for LPA's project. The Consultant Agreement will specify that State will manage and administer the agreement and enforce the terms and the progress of the work under the agreement on behalf of LPA. Although, the Consultant Agreement will be between LPA and consultant, the Parties understand that the state will be solely responsible for the day-to-day scheduling and oversight of the progress of the work under the contract. **LPA agrees to promptly sign any service provider Agreements prepared by the State with the selected Consultant.** Further, LPA hereby authorizes State to issue a Notice-to-Proceed to the selected service provider as soon as State determines it is necessary, even if such date is prior to obtaining LPA's execution of the agreement, unless LPA notifies the State in writing that the agreement must be executed before work may begin.

SECTION 9 – PLAN DEVELOPMENT AND PROJECT ENVIRONMENTAL WORK

9.1 General

The plans, specifications and estimates for the construction of LPA's project are expected to be developed by a design consultant, but if State elects to not use a design consultant, State employees will design the project on LPA's behalf. LPA shall authorize its Project Liaison (PL) to carefully follow the development of the project plans so that PL will have a thorough understanding of the planned improvement and will ensure that the project design is acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the development of the plans. It is expressly understood that LPA is responsible for the completed design of this project as if LPA had designed the project itself.

9.2 Plan-in-Hand (PIH)

The State and the Design Consultant shall prepare for and hold a PIH meeting at the project site, and shall create a PIH report from the PIH meeting. LPA's Project Liaison

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 6 of 23
(AGREEMENT # BL1581)

shall attend the project PIH meeting and Project Liaison shall notify LPA's governing body of the conclusions of the PIH report. **LPA shall formally review and approve the project PIH plans and report.** State will continue with the development of the project based on the PIH report and plans unless LPA promptly notifies State that LPA's governing body objects to the plans or conclusion(s) of the report.

9.3 Project Environmental Work

The LPA hereby authorizes State to act as the agent for the LPA concerning all environmental issues on this project. LPA authorizes the State to select an Environmental Consultant to complete the development and writing of the environmental documents and permit applications. State will oversee and manage the development of the environmental documents and permit applications, as well as the schedule for the environmental work. **The LPA's PL shall promptly review and approve the project NEPA documents and the environmental commitments that will be associated with this project; LPA's PL shall communicate those commitments to LPA's governing body.** LPA shall notify State immediately after review of such documents if LPA decides not to proceed with the project because of the environmental costs and commitments for the project. LPA will sign NEPA documents and permit applications and be responsible for meeting all environmental commitments as the owner of the transportation facility. **MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM.** If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If the LPA does not have an active construction storm water management and post construction storm water management program, the project consultant shall follow the State (NDOR) MS4 program.

9.4 90% Plans Stage

LPA shall review and give its formal approval to the construction plans at the "90% Plans" stage, including, when applicable, the right-of-way plans and the right-of-way cost estimates completed by the State or the project design consultant. After LPA's approval of the 90% plans, LPA shall also review and approve the utility rehabilitation plans developed from the 90% plans.

9.5 Coordinating Professional

As required by Neb. Rev. Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer or architect, the State shall designate a Coordinating Professional for this project. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in §81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. § 81-3401 et. seq.) The

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 7 of 23
(AGREEMENT # BL1581)

Coordinating Professional shall also comply with the provisions of the Act, including Neb. Rev. Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb. Rev. Stat. § 81-3421.

9.6 Professional Performance

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by the State, or acceptance or use of the work product of the LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and the project consultant which would relieve the LPA from any expense or liability that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA for the project.

9.7 Public Involvement

Early in the planning of the project, the State's Public Involvement Coordinator will evaluate the project and decide what process is required for Public Involvement. State will coordinate all required public notice and public involvement Statewide Transportation Improvement Plan (STIP) questions. State and the project design consultant will facilitate all public involvement activities with assistance, when necessary, from the LPA. The LPA shall assist with the public involvement process and will be represented at public involvement activities that require attendance of LPA's representatives(s). The State's Public Involvement Coordinator will continue to oversee all project Public Involvement processes.

SECTION 10 – RIGHT-OF-WAY (ROW)

10.1 Governing Documents

The Federal law governing acquisition of additional property rights and relocation assistance on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The Local Public Agency (LPA) shall comply with 23 CFR part 710, the Uniform Act, the State's "Right-of-Way Acquisition Guide for Local Public Agencies" and the State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** The State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

10.2 LPA Authorization for State to Act on LPA's Behalf

This Section applies when the State determines that property rights need to be acquired for the construction of LPA's project. When additional property rights are needed for the project, the State shall complete or provide oversight of the Right-of-Way activities,

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 8 of 23
(AGREEMENT # BL1581)

which are defined as appraisal, appraisal review process, acquisition process and, when necessary, relocation assistance. LPA hereby authorizes State to complete the ROW activities for the project on LPA's behalf, and authorizes State to complete the ROW activities for the project using State selected Right-of-Way service providers.

10.3 Right-of-Way Cost Estimate

The State will complete an estimate of the costs of acquiring the additional property rights. The State shall notify LPA of the aggregate estimated right-of-way costs. The parties understand that the estimate is preliminary and used primarily for planning and establishing the Federal ROW obligation. LPA shall review the right-of-way cost estimate and notify State immediately if LPA decides to not proceed with the project because of these costs. Withdrawing the project by LPA will require LPA to repay (1) all Federal-aid funds used for the project to date and (2) all costs incurred by State arising out of State's work under this Agreement.

10.4 Condemnations

LPA authorizes State to acquire the necessary ROW by voluntary conveyance from property owners; however, LPA understands and agrees that sometimes properties must be acquired by condemnation action. The State cannot complete condemnation actions for LPA's project. Therefore, the LPA shall be solely responsible for filing and handling condemnation actions to acquire the ROW from property owners when State, in its sole discretion, determines a condemnation action is necessary. LPA understands that it must file condemnation actions, hold hearings, and cause the amounts of the condemnation awards to be paid into County Court before State will advertise LPA's project for bid letting. If LPA does not promptly complete the condemnation of the properties needed for the project, the project will not be constructed. In the event the project will not be constructed for this reason, LPA will be subject to (1) the loss of federal-aid funds for the entire project, and (2) repayment to State in full of all Federal-aid funds used on the project and all costs incurred by State arising out of State work under this Agreement.

10.5 Encroachments

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. The State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. The LPA, at no cost to the project, shall clear the entire existing ROW of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing ROW. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project.

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 9 of 23
(AGREEMENT # BL1581)

10.6 Land Corners

The LPA shall fully cooperate with State and the project Consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

10.7 Special Assessments

Prior to initiating a special assessment on a Federal-aid project, the LPA shall notify the State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

The LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

"When federal funds participate in a project, an LPA may not levy a special assessment, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."

The LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by the LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

10.8 Reimbursement of LPA's Right-of-Way

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to the LPA on a case-by-case basis.

Project No. HSIP-5402(5)

Control No. 42812

Stolley Park Road Reconfiguration, Grand Island

Template T-AGRS-21 Revised 7-30-15

Page 10 of 23

(AGREEMENT # BL1581)

All required documentation of Chapter 7 of the State's Right-of-Way Manual must be submitted to and approved by the State Right of Way Division in order for the LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

10.9 Confidentiality of certain Right-of-Way

LPA understands that the State will manage the right-of-way design, appraisal and acquisition phase of this project. LPA understands that State will keep each individual property acquisition confidential until the State has completed the acquisition or turned the file over to LPA for condemnation. LPA will safeguard all right-of-way acquisition information consistent with State's practice.

SECTION 11 – RAILROAD PROPERTY ON LPA'S PROJECT

The Section applies when State determines that LPA's project includes work to be completed on property owned by a Railroad Company or Railroad Companies. For grade separation projects, LPA and State shall enter into a separate funding and crossing closure agreement with Railroad specifying the funding commitments for the project. **The State, with assistance from LPA, shall when required by Railroad, develop a Construction Agreement for LPA to formally approve and sign with each applicable Railroad Company.** The State shall assist LPA, when required by railroad, in acquiring the property rights using documents developed or approved by the State for each applicable Railroad Company. LPA shall promptly meet any requirements of State or Railroad deemed necessary by State to construct the project or to be allowed to occupy railroad property.

SECTION 12 – UTILITY REHABILITATION WORK

12.1 Overview

This Section applies when State determines that LPA's project includes utility facilities that serve the public interest, owned by LPA or by another entity, which may be affected by the Construction of LPA's project. LPA shall assist State in determining what, if any, public or private utility facilities that serve a public interest are located along, over, under or across the project route. Utility facilities installed, relocated or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR §645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and the State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual.

12.2 Eligible Costs

All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 11 of 23
(AGREEMENT # BL1581)

for facilities occupying private property. Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in a prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by the LPA and the State up to the amount of federal funding obligation obtained by the State.

12.3 LPA Owned Utilities

12.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

The transportation project design consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

12.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** The State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

12.4 Non-LPA Owned Utilities

The State, with assistance from LPA, shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. The State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

Project No. HSIP-5402(5)

Control No. 42812

Stolley Park Road Reconfiguration, Grand Island

Template T-AGRS-21 Revised 7-30-15

Page 12 of 23

(AGREEMENT # BL1581)

12.5 State Highway Right-of-Way

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from the State. The State shall assist LPA with contacting the State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

SECTION 13. FINAL PLANS, BID LETTING AND CONSTRUCTION

13.1 General

The construction of the project will be completed by a Contractor selected through the State's competitive bid process. LPA authorizes State to provide the construction project management and Inspection services on LPA's behalf. LPA shall authorize its PL to carefully follow the construction of the project so that PL will thoroughly understand the progress of the work to ensure that the construction will be acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the construction of the project. The parties understand that LPA is responsible for the conformance of the work of the construction contractor to the plans and specifications as if LPA had overseen the construction itself.

13.2 Plans, Specifications and Estimates (PS&E)

The State or the project design consultant will complete plans, specifications and estimates (the PS&E Package) for LPA's project. State shall simultaneously submit the PS&E Package to: (1) LPA for review and approval, and (2) State's Contract Lettings Section within the Construction Division, for final preparation of the PS&E Package for a bid letting. When the PS&E Package is finalized by State, and formal approval received from LPA, the State will advertise the project for a bid letting. **LPA will be requested to ratify any revisions made by the State in the final PS&E package when LPA approves the award of contract to the lowest responsible bidder on the project.** LPA agrees to not unreasonably withhold its ratification of PS&E package.

13.3 Bid Letting and Award of Construction Contract

The State, on behalf of the LPA, will provide the State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following the State's bid letting and award procedures. The State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when the State rejects all bids. **LPA shall promptly review and formally approve the State's recommendation as to the lowest responsible bidder for LPA's project, unless LPA has a compelling reason to withhold its approval.** In the event that LPA withholds its approval, LPA shall provide State with its explanation of the reason for withholding approval and will make its best efforts to promptly resolve the dispute with State. If the parties are not able to promptly resolve the dispute, State shall reject all bids and at State's sole discretion, State may either re-let the project or terminate this Agreement. The LPA must provide a resolution concurring with the selection of the low bidder before the State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 13 of 23
(AGREEMENT # BL1581)

13.4 Construction Oversight

LPA hereby authorizes the State to oversee the construction of LPA's project, including providing project management and inspection as necessary under the Construction Contract. LPA's PL shall be available to be present at the project site at all reasonable times during the construction of the project to act as a liaison and to represent the interests of LPA in the construction of the project.

13.5 Change Orders

The State will prepare any change orders to the project deemed necessary by the State. LPA hereby authorizes State to approve on its behalf, change orders deemed by State to be necessary for the construction of the project. **State reserves the right to seek formal approval from LPA for any change order.** When State seeks LPA's approval, the LPA shall make its best efforts to promptly respond so that contractors work will not be delayed. State shall provide copies of all change orders to LPA's PL. LPA shall hold State harmless, indemnify and defend the State against damages suffered by the State related to delay in approval of the change orders for the project.

13.6 Tentative and Final Acceptance

LPA hereby authorizes State to determine when the project is ready for tentative acceptance under the terms of the construction contract. At that time, the PL shall meet with the State's Project Manager and shall review the work of the project to confirm that the project has been constructed according to the contract. Unless the PL promptly objects in writing, LPA authorizes State to notify contractor in writing that the project has been tentatively accepted.

The State will notify the LPA's PL when the project is ready for final acceptance. LPA shall promptly review and act on the State's recommendation that the project is ready for final acceptance. **LPA shall formally approve the State's recommendation or provide a written explanation of why LPA cannot approve the State's recommended finding that the project is ready for final acceptance.** LPA shall make its best efforts to resolve any dispute it has with the State concerning final acceptance of the project.

13.7 Final Audit

LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

13.8 Maintenance and Environmental Commitments

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's operation and maintenance of or related to the project.

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 14 of 23
(AGREEMENT # BL1581)

13.9 Miscellaneous

LPA shall make its best efforts to provide approvals, sign documents, and do all things necessary to help State with the development and construction of LPA's project.

SECTION 14. FINANCIAL RESPONSIBILITY

14.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The parties understand that no State funds will be used to finance the costs of LPA's project. The LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of the LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by the LPA, the LPA shall pay or repay the State for all costs incurred by the State or reimbursed with Federal-aid funds prior to such abandonment.

14.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$1,349,180.00 which is detailed in the table below:

ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)						
PE Phase	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
		2016				
PE				\$38,000.00		\$38,000.00
NEPA		\$10,800.00	\$1,200.00			\$12,000.00
Final Design	2016	\$45,000.00	\$5,000.00			\$50,000.00
RC						
NDOR		\$9,000.00	\$1,000.00			\$10,000.00
PE Subtotal		\$64,800.00	\$7,200.00	\$38,000.00		\$110,000.00
ROW						
Utilities						
Construction	2016	\$984,312.00	\$109,368.00			\$1,093,680.00
CE Phase						
CE		\$118,800.00	\$13,200.00			\$132,000.00
RC						
NDOR		\$12,150.00	\$1,350.00			\$13,500.00
CE Total		\$130,950.00	\$14,550.00			\$145,500.00
TOTAL		\$1,180,062.00	\$131,118.00	\$38,000.00		\$1,349,180.00

Both the LPA and State recognize the above estimate is preliminary and the final cost is likely to be higher as the project goes through the development and design process.

14.3 Authority of State

LPA hereby authorizes State to pay project consultants and the construction contractor directly on LPA's behalf. LPA authorizes State to include State's costs for overseeing the development and construction of the project as a reimbursable cost of the project.

Project No. HSIP-5402(5)
 Control No. 42812
 Stolley Park Road Reconfiguration, Grand Island
 Template T-AGRS-21 Revised 7-30-15

Page 15 of 23
(AGREEMENT # BL1581)

Generally, the cost of LPA and its PL will not be eligible for reimbursement with Federal-aid funds for this project. The following costs of LPA will be reimbursable with Federal-aid funds at the applicable percentage when State determines, in its sole discretion that the costs are proper and eligible for reimbursement under Federal and State Law:

- a. LPA's cost of the non-betterment rehabilitation of LPA owned utility facilities as described elsewhere in this Agreement,
- b. LPA's costs to file and handle any condemnation proceeding needed for this project including the costs of the property rights acquired as described elsewhere in this Agreement.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by the LPA are allowable under this Agreement.

14.4 State-Incurred Costs

The costs incurred by State employees to perform tasks on behalf of LPA related to the development and construction of this project will be part of the cost of the project. The LPA shall be responsible for such costs as charged by State employees; however, these costs may be eligible for Federal-aid participation up to the amount for which federal funds have been obligated.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

14.5 LPA Project Budget and Invoicing by the State

The LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection 14.1 above.

At times determined by the State, and after execution of this Agreement, the State will invoice the LPA for some or LPA's entire share of the State incurred project costs. After execution of a professional services agreement for this project, the State will invoice the LPA their share of the total agreement amount.

Upon award of the construction contract, the State will send an invoice to the LPA requesting LPA to pay its share of (1) the costs of construction, based on the construction contract, (2) contingencies, (3) the costs of construction engineering (includes audit costs), and (4) any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon in writing by the Parties. The LPA shall pay the State within 30 calendar days of receipt of invoice from State.

14.6 Audit and Final Cost Settlement

Final reimbursement requests must be made within 60 days after the filing of the State DR Form 299. Any invoices submitted after the 60 calendar day deadline will be ineligible for reimbursement.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 16 of 23
(AGREEMENT # BL1581)

14.7 Project Withdrawal

If the LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed by LPA.

SECTION 15. SUSPENSION OR TERMINATION

15.1 Suspension

The State, in its sole discretion, reserves the right to suspend LPA's project when the State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by LPA. Suspension of the project may include, but is not limited to, the State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. The State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for the State to revoke the suspension. A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below. Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

15.2 Termination

This Agreement may be terminated as follows:

- a. The State and the LPA, by mutual written agreement, may terminate this Agreement at any time.
- b. The State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - a) LPA has failed to replace the Project Liaison (PL) with a PL approved by the State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the PL leaves, or is removed from the project for any reason.
 - b) LPA either (1) informs the State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
 - c) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
 - d) LPA has not included the project or project phases within the LPA's one or six year plans or, when applicable, within the LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
4. A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
5. LPA's failure to sign any State requested project documents in a timely manner.
6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from the State.
7. LPA's breach of a provision of this Agreement.
- c. The LPA may terminate this Agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph (e) below.
- d. Prior to the State terminating this Agreement, the State shall provide written notice to the LPA of the basis for termination and, when determined applicable by State, provide the LPA sixty (60) days to properly resolve all issues identified by the State.
- e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under 5. (a). Further, the LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 16. FEDERAL AUDIT REQUIREMENT

- 16.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 16.2 The LPA shall comply with this Single Audit mandate as described in Section 16.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of the LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

Project No. HSIP-5402(5)
 Control No. 42812
 Stolley Park Road Reconfiguration, Grand Island
 Template T-AGRS-21 Revised 7-30-15

Page 18 of 23
(AGREEMENT # BL1581)

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

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

Pass-Through Grantor: Nebraska Department of Roads

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

CFDA Number: 20.205

Project Number: HSIP-5402(5)

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

SECTION 17. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to the State, for review and approval, any proposed changes to the LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

SECTION 18. INDEMNITY

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

SECTION 19. TRAFFIC CONTROL

LPA shall assist State in the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's PL shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed.

SECTION 20. CONFLICT OF INTEREST LAWS

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the project to remain fully eligible for State and federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State website at the following location:

<http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 19 of 23
(AGREEMENT # BL1581)

The LPA must also complete and sign the **NDOR CONFLICT OF INTEREST**

DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION

PROJECTS, for each project. This form is located on the State website at the following

location: <http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

Consultants and Subconsultants providing services for the project, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 21. DRUG FREE WORKPLACE

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

SECTION 22. RECORDS RESPONSIBILITY

The LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, accounting records and other evidence related to LPA's involvement in the project. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of project completion; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

The State shall provide LPA with copies of the letting plans and specifications and all change orders. The State will also provide LPA with as-built plans after the conclusion of the project. LPA shall be given reasonable access upon request to State's project files.

SECTION 23. FAIR EMPLOYMENT PRACTICES

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

SECTION 24. DISABILITIES ACT

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

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 20 of 23
(AGREEMENT # BL1581)

SECTION 25. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

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

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

26.1 Policy

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

26.2 Disadvantaged Business Enterprises (DBEs) Obligation

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

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES

During LPA's performance of the work under this Agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

27.1 Compliance with Regulations:

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

27.2 Nondiscrimination

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

27.3. Solicitations for Subcontracts, Including Procurements of Materials and

Equipment:

In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment,

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 21 of 23
(AGREEMENT # BL1581)

each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

27.4. Information and Reports:

The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

27.5. Sanctions for Noncompliance:

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

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

27.6 Incorporation of Provisions:

The LPA shall include the provisions of sections 27.1 through 27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States enter into such litigation to protect the interests of the United States.

SECTION 28. ENTIRE AGREEMENT

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

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 22 of 23
(AGREEMENT # BL1581)

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

EXECUTED by the LPA this ____ day of _____, 2015

WITNESS:
RaNaee Edwards

CITY OF GRAND ISLAND
Jeremy Jensen

LPA Clerk

Mayor

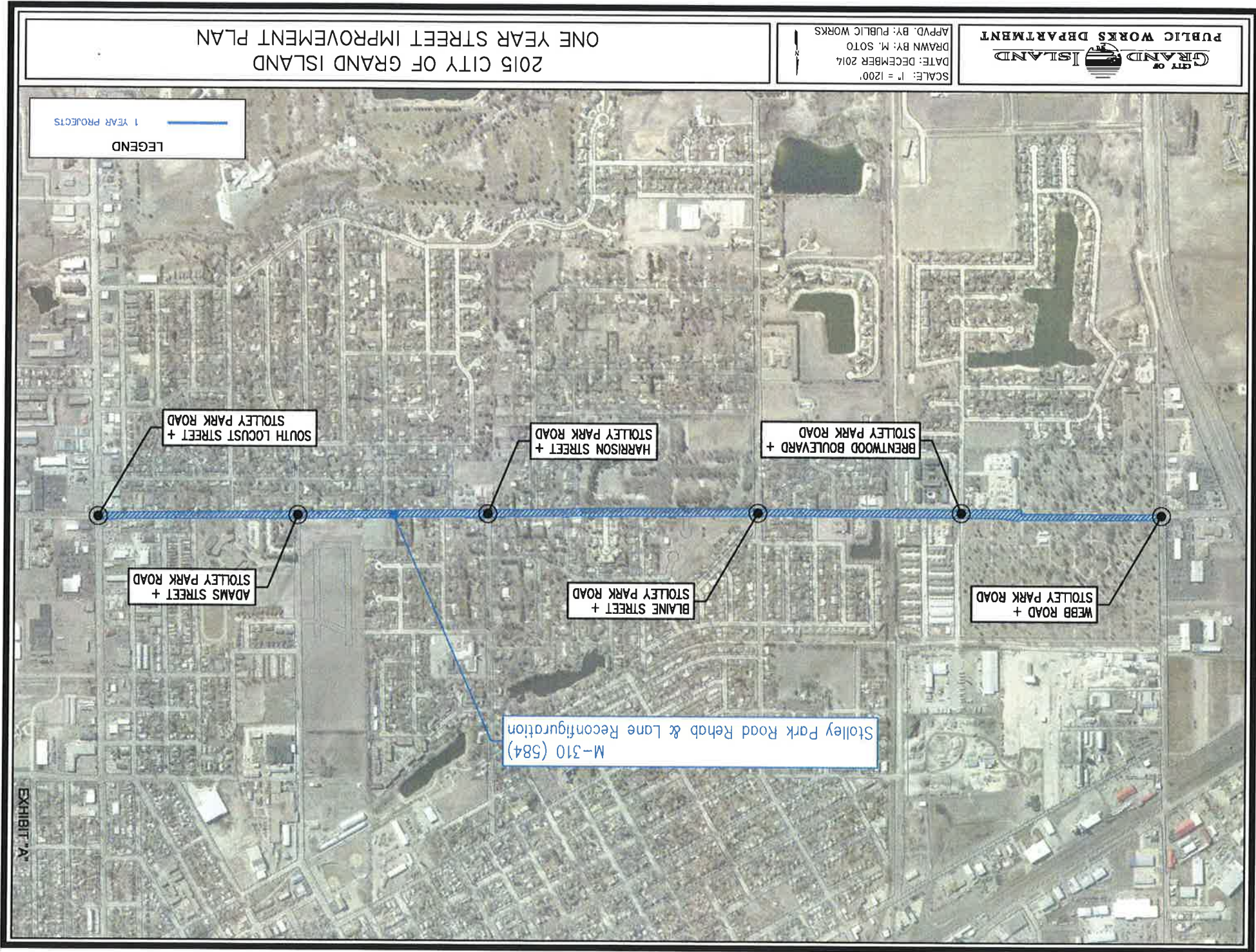
EXECUTED by the State this ____ day of _____, 2015

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Mick Syslo, P.E.

Materials & Research Engineer

Project No. HSIP-5402(5)
Control No. 42812
Stolley Park Road Reconfiguration, Grand Island
Template T-AGRS-21 Revised 7-30-15

Page 23 of 23
(AGREEMENT # BL1581)



2015 CITY OF GRAND ISLAND
ONE YEAR STREET IMPROVEMENT PLAN

SCALE: 1" = 1200'
DATE: DECEMBER 2014
DRAWN BY: M. SOTO
APPRD. BY: PUBLIC WORKS



LEGEND
1 YEAR PROJECTS

EXHIBIT "A"

RESOLUTION 2015-329

WHEREAS, the City of Grand Island is proposing to develop and construct a transportation project for which it would like to obtain Federal Funds; and

WHEREAS, the City understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City and State of Nebraska, Department of Roads (State) wish to enter into an **LPA Program Agreement – Federal-Aid Funds** which will set out the various duties and funding responsibilities for the Federal-aid project; and

WHEREAS, the City wishes to designate its representative for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor, Jeremy Jensen, is hereby authorized to sign the attached **LPA Program Agreement – Federal-Aid Funds** between the City and the State.

BE IT FURTHER RESOLVED, that the City hereby designates Terry Brown to serve as the City’s representative and Project Liaison (PL) with the State for this project.

BE IT FURTHER RESOLVED, that the City of Grand Island is committed to providing local funds for the project as required by the **LPA Program Agreement – Federal-Aid Funds**.

NDOR Project No.: HSIP-5402(5)

NDOR Control No.: 42812

NDOR Project Name: Stolley Park Road Reconfiguration, Grand Island

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2015.

The City Council of the City of Grand Island

Vaughn Minton	Jeremy Jones
Mark Stelk	Roger Steele
Linna Dee Donaldson	Julie Hehnke
Mike Paulick	Mitch Nickerson
Michelle Fitzke	Chuck Haase

Council Member _____ moved the adoption of said resolution;

Council Member _____ seconded the motion

Roll Call: ___ Yes ___ No ___ Abstained ___ Absent

Resolution adopted, signed and billed as adopted

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item H-1

Consideration of Request from Grand Island Public Schools for a Conditional Use Permit for Temporary Classrooms located at 4160 W. Old Potash Highway (Shoemaker Elementary School)

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, November 24, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of November 1, 2015 through November 24, 2015

The Claims for the period of November 11, 2015 through November 24, 2015 for a total amount of \$6,402,642.98. A MOTION is in order.

Staff Contact: William Clingman