
City of Grand Island



Tuesday, May 24, 2011

Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00:00 PM
Council Chambers - City Hall
100 East First 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 Melanie Adams, Trinity United Methodist Church, 511 North Elm Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item C1

Recognition of Grand Island Senior High Soccer Team and Coaches for State Runner-Up in Class A Boys State Soccer Tournament

The Mayor and City Council will recognize the Grand Island Senior High Soccer team and coaches for their outstanding and successful year. They were the state runner-up in the Class A Boys State Soccer Tournament. The team was undefeated going in to the title game. Congratulations to the team and coaches.

Staff Contact: Mayor Vavricek




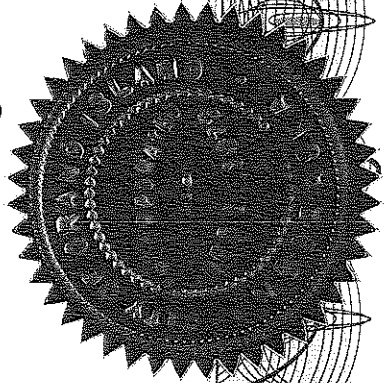
Certificate of Recognition

Awarded to

**“Grand Island Senior High Soccer
Team and Coaches”**

for state runner-up in the Class A Boys State Soccer Tournament and a successful
and outstanding season.


Mayor, Jay Vavricek




City Clerk, RaNaee Edwards



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item E1

Public Hearing on Request from Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street for a Class “C” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 24, 2011

Subject: Public Hearing on Request from Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street for a Class “C” Liquor License

Item #'s: E-1 & I-1

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

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

Discussion

Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street has submitted an application for a Class ‘C’ Liquor License. A Class ‘C’ Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street for a Class 'C' Liquor License contingent upon final inspections and Mr. Zamora-Gomez completing a state approved alcohol server/seller training program.

05/13/11
450
15:55
1

Grand Island Police Department

LAW INCIDENT TABLE

Page:

City : Grand Island
Occurred after : 12:08:52 04/28/2011
Occurred before : 12:08:52 04/28/2011
When reported : 12:08:52 04/28/2011
Date disposition declared : 04/28/2011
Incident number : L11043532
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 116 2nd St E
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number :
Geobase address ID : 33263
Long-term call ID :
Clearance Code : O Open Case
Judicial Status :

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INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----|----------|----------|------------------------|----------------|
| NM | 92279 | 05/05/11 | Zamora-Gomez, Alfredo | Owner |
| NM | 117315 | 05/05/11 | Las Vegas Bar & Grill, | Business |
| NM | 165788 | 05/05/11 | Rincon, Sonia | Alfredo's Wife |

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code | Miscellaneous |
|----|-------|-------------------|---------------|
| 1 | LT03 | Bar/Night Club | |

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from Alfredo Zamora Gomez for the Las Vegas Bar & Grill.

LAW INCIDENT RESPONDERS DETAIL:

| Seq | Responding officer | Unit number |
|-----|--------------------|-------------|
|-----|--------------------|-------------|

| | | |
|---|----------|--------------|
| 1 | Vitera D | 318 Vitera D |
|---|----------|--------------|

05/13/11 Grand Island Police Department

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LAW INCIDENT TABLE

Page:

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LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|----------|---------------------|
| 1 | Vitera D | 13:06:07 05/05/2011 |

05/13/11

Grand Island Police Department

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LAW INCIDENT TABLE

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318

Grand Island Police Department
Supplemental Report

Date, Time: Thu May 05 13:06:20 CDT 2011

Reporting Officer: Vitera

Unit-CID

I received a copy of a liquor license application from Alfredo Zamora Gomez for the Las Vegas Bar & Grill. Alfredo is applying for a Class C license which includes beer, wine, and distilled spirits on and off sale. Alfredo lives in Lexington, Nebraska with his wife, Sonia Rincon. According to the application, Alfredo has lived in Lexington since 1999. Sonia lived in Mexico from birth until 2007. Since 2007, Sonia has lived in Lexington. Sonia signed a spousal affidavit of nonparticipation.

I checked Alfredo through Spillman and found one entry for him where he was issued a traffic citation. Sonia did not have an entry in Spillman. I checked Alfredo through NCJIS. He has some traffic citations listed. Sonia was not in

NCJIS. The application states that she does not have a driver's license. When I compared the traffic citations in NCJIS to what Alfredo listed on the application, there was no discrepancy.

On 5/4/11, I called the Lexington Police Department. The person I spoke to didn't recognize Alfredo's name. When he looked Alfredo up in their computer database, he just found traffic contacts. He also had not heard of Sonia. She was not in their database. He advised that Lexington PD and Dawson County share the same database.

On 5/5/11, I attempted to call Alfredo. I got ahold of a Spanish speaking woman who I believe was Sonia. Alfredo's cell number was obtained. A callback number was left. As of this time, I haven't heard back from Alfredo; but this report is being typed the same day the message was left. My investigation didn't reveal anything that would prevent Alfredo from receiving a license.

I called Alfredo again on 5/6/11. I got ahold of him and started asking him some questions. Alfredo advised that he doesn't speak English very well and put someone else on the phone to translate. The translator identified himself as Enrique Gonzalez (1/3/61, [308] 746-6683). Through Enrique, I asked Alfredo how he knows Delfino Vargas. Alfredo said he doesn't know him well but knows Delfino through Delfino's sister-in-law, Marina Baca (Cozad) who is a customer of Alfredo's.

Alfredo owns an automobile repair shop in Lexington named Zamora's. Marina told Alfredo about Delfino selling the business. Alfredo said he plans on continuing to live in Lexington. He has two brothers who work at the repair shop along with one part time employee. Alfredo plans on driving to Grand Island everyday to open and close the bar and then drive back to Lexington.

Alfredo said he has never been in the bar business before. I asked him how he came up with his business plan which included \$1,200 a month for security and \$1,200 a month for a DJ to play music. Alfredo said he talked to a friend who

used to own a bar in Lexington called "Ribes." He also advised that the bar closed because of lack of business. Alfredo said he would see how busy the bar is, but he plans on having one or two security guards every Friday, Saturday, and Sunday night from 6 PM until 1 AM.

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Grand Island Police Department

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15:55

LAW INCIDENT TABLE

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Alfredo didn't seem to know much about the bar business or anything about the NLCC's rules and regulations, but he seemed anxious to learn. His lack of knowledge coupled with the time and distance commitment from living and working in Lexington could prove challenging for Alfredo. However, absent any issues at the State level, the Grand Island Police Department does not object to Alfredo Zamora Gomez receiving a liquor license.



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G1

Approving Minutes of May 10, 2011 City Council Regular Meeting

Staff Contact: Shannon Oster

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 10, 2011

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 10, 2011. Notice of the meeting was given in *The Grand Island Independent* on May 4, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan and Randy Gard. Councilmember John Gericke was absent. The following City Officials were present: City Administrator Mary Lou Brown, Assistant to the City Administrator Shannon Oster, Interim City Attorney Jason Eley, and Public Works Director John Collins.

INVOCATION was given by Pastor Mike Neely of Evangelical Free Church, 2609 South Blaine Street, Grand Island, Nebraska, followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Item E-3 was moved to May 24, 2011 meeting.

Mayor Vavricek introduced Community Youth Council members Michael Hollman, a junior at Heartland Lutheran, and Josh Sugita, a sophomore at Heartland Lutheran.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Mike Davis, Public Works Traffic Signal Technician for 20 Years of Service with the City of Grand Island. Mayor Vavricek recognized Mike Davis for 20 years of service with the City of Grand Island. Mike Davis was present to receive the recognition.

PUBLIC HEARINGS:

Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Catering Designation to Class "C-79662" Liquor License. Shannon Oster, Assistant to the City Administrator reported that an application for a catering designation for Class "C-79662" Liquor License had been received from Hy-Vee, inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 25, 2011; notice to the general public of date, time, and place of hearing published on April 30, 2011; notice to the applicant of date, time, and place of hearing mailed on April 25, 2011; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Napoli LLC dba Napoli's Italian, 3421 Conestoga Drive for a Class "I" Liquor License. Shannon Oster, Assistant to the City Administrator reported that an application for a Class "I" Liquor License had been received from Napoli LLC dba Napoli's Italian, 3421 Conestoga Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 19, 2011; notice to the general public of date, time, and place of hearing published on April 30,

2011; notice to the applicant of date, time, and place of hearing mailed on April 19, 2011; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street for a Class “C” Liquor License. This item was pulled from the agenda.

Public Hearing on Amendments to Chapter 36 of the Grand Island City Code Relative to Definitions, yard Requirements, LLR Large Lot Residential Zone, ME Industrial Estates, RD Residential Development and Interpretation of Zoning Regulations. Regional Planning Director Chad Nabity reported that ordinance brought forward would formally define the employees responsible for the interpretation of the Chapter 36 Zoning City Code. Nabity reported that the Building and Planning directors currently are responsible for the interpretation of the applicable sections of the City Code, but the proposed ordinance would amend the City Code to state those responsibilities as a good practice to improve the City Code. The changes are to sections 36-08, 36-22, 36-71, 36-78, and 36-24.

Public Hearing on the Semi-Annual Report by the Citizens’ Review Committee on the Economic Development Program Plan. Marlene Ferguson, Director of the Economic Development Corporation presented the Semi-Annual Report. The Report is required by State Statue and City Code. Ferguson commented positively on the support from past and present mayors and Council members for economic and community development. The economic development program is scheduled to sunset in the 2013 budget year and currently is in the eighth year. Citizens’ Review Committee Chairman Mark Stelk reported that the Report was approved by the Citizens’ Review Committee on Tuesday April 26, 2011.

Public Hearing on Acquisition of Utility Easement Located 1/2 Mile South of Wildwood Drive – West of South Locust Street, North Side of the Platte River (Schnase Farms, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located 1/2 mile south of Wildwood Drive – west of South Locust Street, north side of the Platte River was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose of installing underground cable, conduit, and a pad-mounted transformer to provide the electrical service to a new home to be constructed at the site. Staff recommended approval. No public testimony was heard.

Public Hearing for 2010-2011 Community Revitalization CDBG Phase 2 Application. Community Development Specialist Joni Kuzma reported that funding would be about \$227,750. The public hearing is a formality for continuing the application phases. No public testimony was heard.

ORDINANCES:

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

#9294 – Consideration of Amendments to Chapter 36 of the Grand Island City Code Relative to Definitions, Yard Requirements, LLR Large Lot Residential Zone, ME Industrial Estates, RD Residential Development and Interpretation of Zoning Regulations

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

Discussion was held whether the Building and Planning directors were too narrowly defined, and what would happen if one got sick and needed a replacement. Jason Eley, Interim City Attorney, stated that concern was a very narrow interpretation of the ordinance, and would not be limited to the two individuals currently in the positions.

Motion by Gilbert, second by Ramsey to approve Ordinance #9294.

City Clerk: Ordinance #9294 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 #9294 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9294 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-3 were removed for further discussion. Motion by Ramsey, second by Niemann to approve the Consent Agenda excluding items G-3. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 26, 2011 City Council Regular Meeting.

Approving Minutes of May 3, 2011 City Council Study Session.

#2011-111 - Approving Final Plat and Subdivision Agreement for American Independence Third Subdivision. It was noted that Gary and Mary Valasek, owners, had submitted the Final Plat and Subdivision Agreement for American Independence Third Subdivision for the purpose of creating 2 lots on a tract of land located north of 13th Street and west of Independence Avenue containing approximately .850 acres.

#2011-112 - Approving Acquisition of Utility Easement Located 1/2 Mile South of Wildwood Drive – West of South Locust Street, North Side of the Platte River (Schnase Farms, LLC).

#2011-113 - Approving Assistant Utilities Director Travis Burdett as Alternate Board Member for the Public Power Generating Agency (PPGA).

#2011-114 - Approving BioAssessment Agreement with The University of Kansas Center for Research, Inc.

#2011-115 - Approving 2010-2011 Community Revitalization Phase 2 Grant Application.

#2011-116 - Approving Extension Request for Community Development Block Grant #08-DIP-005.

#2011-117 – Approving Nebraska Children and Families Foundation Agreement for Grant Evaluation.

#2011-110 - Approving Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan. Discussion was held regarding the compliance and oversight of companies receiving funding from the Economic Development Program. Ferguson reported the compliance is monitored in reports over multiple years and those reports are externally audited annually. Discussion was held regarding the amount of information Council is provided and would like to see more information going forward.

Motion by Gilbert to approve, second by Haase to approve. Upon roll call vote, Councilmember's Haase, Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, and Dugan voted aye. Councilmember Gard voted no. Motion adopted.

RESOLUTIONS:

#2011-118 - Consideration of Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Catering Designation to Class "C-79662" Liquor License. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Ramsey to approve Resolution #2011-118. Upon roll call vote, all voted aye. Motion adopted.

#2011-119 - Consideration of Request from Napoli LLC dba Napoli's Italian, 3421 Conestoga Drive for a Class "I" Liquor License and Liquor Manager Designation for Florim Ramadani, 3111 College, #34. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Gard to approve Resolution #2011- 119. Upon roll call vote, all voted aye. Motion adopted.

#2011-120 - Consideration of Request from Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street for a Class "C" Liquor License. This item was pulled from the agenda.

#2011-121 - Consideration of Economic Development Incentive Agreement with Case New Holland (CNH America, LLC). Marlene Ferguson reported that funding will be provided as job incentive for \$219,000 funded over the current fiscal year and next fiscal year.

Motion by Gilbert, second by Niemann to approve Resolution #2011-121. Upon roll call vote, all voted aye. Motion adopted.

#2011-122 - Consideration of Amended Economic Development Incentive Agreement with Standard Iron, Inc. Marlene Ferguson reported that the assistance is provided as a forgivable loan for job incentive and infrastructure for \$225,000.

Motion by Ramsey, second by Niemann to approve Resolution #2011-122. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Niemann to approve the Claims for the period of April 27, 2011 through May 10, 2011, for a total amount of \$2,084,741.61. Unanimously approved.

Motion by Dugan, second by Niemann to approve the Claims for the Period of April 27, 2011 through May 10, 2011 for the Veterans Athletic Field Complex for a total amount of \$28,553.98. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION:

Motion by Gilbert, second by Dugan to adjourn to Executive Session at 8:37 p.m. for the purpose of union negotiation updates for the protection of the public interest. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Gard to return to Regular Session at 10:00 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 10:00 p.m.

Shannon Oster
Assistant to the City Administrator



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G2

Approving Minutes of May 17, 2011 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

May 17, 2011

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 17, 2011. Notice of the meeting was given in the *Grand Island Independent* on May 11, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, and Randy Gard. Councilmember John Gericke was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Interim City Attorney Jason Eley, and Public Works Director John Collins.

INVOCATION was given by Mayor Vavricek followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Brandon Pfeifer and Jackson Buck. Mentioned was a regional event sponsored by the Joslyn Institute partnering with Central Community College to host a conference on Nebraska's environment on May 26th.

OTHER ITEMS:

Presentation of Parkview Groundwater Control Issues. Interim City Attorney Jason Eley commented on two areas with groundwater contamination. A third region was identified. Introduced was Bradley Vann with the United States Environmental Protection Agency (EPA) who presented a PowerPoint explaining the Parkview Well Superfund Site located in the southwestern portion of the City. Overviews of the two areas of groundwater contamination were presented. The Southern Plume which started at 3304 Engleman Road South running east and the Northern Plume which started at 3445 West Stolley Park Road running east.

Remedial action by the City Council would be to enact an institutional control ordinance designating a Groundwater Control Area where groundwater use would be restricted to prevent human exposure and consumption of contaminated groundwater. This would also prohibit the installation of new wells supplying water for human consumption in the plume areas.

Mr. Vann stated migration of the contaminated water was about a foot and a half per day to the east. Groundwater pump and treat system (i.e., air strippers) were working to clean the contaminated water. Mentioned was the ordinance proposed for Council approval would be in effect until the contaminated water was cleaned up. Projected date of the dewatering system would be a minimum of 10 years which started in August of 2010. Mr. Vann stated there was no cost to the City for the cleanup.

Utilities Director Tim Luchsinger commented on City wells which were closed due to contamination.

Water Main Extension Remediation Plan for UP/NE Solvents. Utilities Director Tim Luchsinger gave a PowerPoint presentation concerning the former Nebraska Solvents Company facility located at 1200 East Highway 30 owned by the Union Pacific Railroad. Contamination from this facility had migrated several miles to the east into Merrick County and contaminated private wells in several subdivisions around the Gunbarrel and Fort Kearney Road area.

Union Pacific had enrolled in a voluntary remediation program administered by the Nebraska Department of Environmental Quality (NDEQ) to develop a corrective plan. The remediation plan was to replace the private wells in that area by extending the City's water system. The Union Pacific would reimburse the City for the engineering, material, and construction costs associated with the extension.

The following was proposed by Union Pacific:

- Water Main Engineering
 - Design
 - Construction Specifications
 - Field Inspection
- Water Main Construction
 - Materials
 - Installation
- Monthly invoicing of costs

Union Pacific would provided the Homeowners with the following:

- Bottled/Treatment until City water available
- Within six months of water main completion
 - Water service connection
 - Abandon well or disconnect from house service
- After six months all costs by homeowner
- Water usage cost by homeowner

The following schedule was projected:

- Water Main Engineering – Summer/Fall 2011
- Award Water Main Bids – Winter 2011
- Water Main Construction – Spring/Summer 2012
- Project Complete – Winter 2012

Doug Ferguson, 102 Lynn Lane spoke in support of the project and requested the City look into a sanitary sewer system for this area also.

Public Works Director John Collins commented on the potential creation of a sanitary sewer district in this area. He stated the RFQ for the Northwest Interceptor would take that into consideration. Mr. Luchsinger stated there were about 150 houses affected by this extension. Comments were made about annexation and services to people outside the city limits.

Union Pacific Railroad would bring forward an agreement for Council consideration. The area in Merrick County was within the two mile zoning jurisdiction. City Administrator Mary Lou Brown commented on administration cost/overhead for the project would be included in the agreement.

Update on Extending City Sanitary Sewer along US Highway 281 to Interstate 80. Public Works Director John Collins gave a PowerPoint presentation updating the City Council on extending City Sanitary Sewer along US Highway 281 to Interstate 80. Several meetings had been conducted between the City and the interested parties. Within the last two weeks the Village of Doniphan had expressed an interest in connecting to this line. An increase in pipe size would have to be planned.

The total cost of the project was estimated at \$2.2 million, with funding available from the Nebraska Department of Environmental Quality (NDEQ) State Revolving Loan Fund (SRF) at 3.5% interest for 20 years. The funding was expected to be repaid through tap fees, via an Interlocal Agreement for Sanitary Sewer Improvement District.

The following Next Steps were presented:

1. Complete the concept
2. Develop estimate
3. Calculate cost for each participant
4. Calculate buy in rate for non participating property owners
5. Develop agreement

Lewis Kent, 624 Meves Avenue spoke in opposition due to the cost. Charles Staab, 3430 So. Blaine Street spoke in support.

Discussion was held concerning Doniphan's request to hook-up to this project. Surcharge outside the city limits was mentioned as was providing services within the city limits. Mr. Collins commented on the process and timeline. July 1, 2011 a plan had to be in place or the businesses along Interstate 80 would not be in compliance with the NDEQ.

Ms. Brown commented on the progress of this project. Cost to the City would be \$400,000. Within six weeks there would be more information on this project. Highway Hotels, USA Inns, Nebraska Game and Parks – Mormon Island and Sapp Brothers were the active participants along Interstate 80 outside of the city limits and possibly Doniphan would pay for this project. Potential participants were Diamond Truck Wash, Bosselmans, and other adjacent property owners. Extension of the July 1, 2011 deadline and financing options were discussed.

ADJOURNMENT: The meeting was adjourned at 8:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G3

Approving Appointments of Karen Bredthauer, Scott Ericksen, and Julie Connelly to the Interjurisdictional Planning Commission

The Mayor has submitted the appointment of Julie Connelly to replace Ray Aguilar and re-appointments of Karen Bredthauer and Scott Ericksen to the Interjurisdictional Planning Commission. These appointments would become effective immediately upon approval by the City Council and would expire on May 24, 2012.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G4

Approving Re-Appointments of Bill Martin, Buzz Douthit, Kris Nolan Brown, and Scott Zana to the Business Improvement District #4 Board

The Mayor has submitted the re-appointments of Bill Martin, Buzz Douthit, Kris Nolan Brown, and Scott Zana the Business Improvement (BID) District #4 board. These appointments would become effective June 1, 2011 upon approval by the City Council and would expire on September 30, 2012.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G5

**Approving Liquor Manager Designation for James D. Goodman,
2716 Apache Road for Skagway Discount Dept. Stores, Inc., 620
State Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 24, 2011

Subject: Request from James D. Goodman, 2716 Apache Road for Liquor Manager Designation for Skagway Discount Dept. Stores, Inc., 620 State Street

Item #'s: G-5

Presenter(s): RaNae Edwards, City Clerk

Background

James D. Goodman, 2716 Apache Road has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "CK-84624" Liquor License for Skagway Discount Dept. Stores, Inc., 620 State Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from James D. Goodman, 2716 Apache Road for Liquor Manager Designation in conjunction with the Class "CK-84624" Liquor License for Skagway Discount Dept. Stores, Inc., 620 State Street with the stipulation that Mr. Goodman complete a state approved alcohol server/seller training program.

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Grand Island Police Department

LAW INCIDENT TABLE

Page:

City : Grand Island
Occurred after : 11:10:04 05/09/2011
Occurred before : 11:10:04 05/09/2011
When reported : 11:10:04 05/09/2011
Date disposition declared : 05/09/2011
Incident number : L11051107
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 620 State St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 17540
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----------|----------|----------|------------------|----------------|
| NM | 12881 | 05/09/11 | Skagway, | Business |
| Involved | | | | |
| NM | 80707 | 05/09/11 | Goodman, Tracy D | James' Wife |
| NM | 98360 | 05/09/11 | Goodman, James D | Liquor Manager |

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code | Miscellaneous |
|----|-------|---------------------|---------------|
| 1 | LT12 | Grocery/Supermarket | |

LAW INCIDENT NARRATIVE:



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G6

#2011-123 - Approving Purchase of Traffic Signal Components for the Installation of a Traffic Signal at the Webb Road and West North Front Street Intersection

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: May 24, 2011

Subject: Approving Purchase of Traffic Signal Components for the Installation of a Traffic Signal at the Webb Road and West North Front Street Intersection

Item #'s: G-6

Presenter(s): John Collins, Public Works Director

Background

Due to the traffic volume and size of the intersection at Webb Road and West North Front Street the installation of a traffic signal was recommended by the Engineering Division of the Public Works Department.

In 2010 the installation of this signal was budgeted in the amount of \$106,000.00. The project was not completed last year, and the budgeted amount was reduced to \$80,000.00. The Engineer's Estimate that has been prepared shows a total project cost of \$147,000.00.

On April 28, 2011 the Engineering Division of the Public Works Department advertised for bids for the purchase of a traffic signal controller and signals to be incorporated into this project.

Discussion

For the traffic signal at Webb Road and West North Front Street to be installed within the budgeted \$80,000.00, Streets Division forces will complete the project.

In following the City's Procurement Code bid quotes were solicited from vendors for the necessary traffic signal components. Brown Traffic Products, Inc. and General Traffic Controls, Inc. were the lowest, qualified bidders on the following components.

| Item | Bidder | Quantity | Unit Price | Total Price |
|-------------------------------------|--------------------------------|----------|-------------|-------------|
| Traffic Signal Controller – TC-NEMA | Brown Traffic Products, Inc. | 1.0 ea. | \$8,690.00 | \$8,690.00 |
| | General Traffic Controls, Inc. | | \$10,152.20 | \$10,152.20 |
| Traffic Signal, Type TS-1 | Brown Traffic Products, Inc. | 8.0 ea. | \$545.00 | \$4,360.00 |
| | General Traffic Controls, Inc. | | \$489.25 | \$3,914.00 |
| Traffic Signal, Type TS-1LB | Brown Traffic Products, Inc. | 4.0 ea. | \$695.00 | \$2,780.00 |
| | General Traffic Controls, Inc. | | \$582.00 | \$2,328.00 |
| Pedestrian Signal, Type PS1 | Brown Traffic Products, Inc. | 8.0 ea. | \$285.00 | \$2,280.00 |
| | General Traffic Controls, Inc. | | \$365.75 | \$2,926.00 |
| Pedestrian Pushbutton, Type PPB | Brown Traffic Products, Inc. | 8.0 ea. | \$32.00 | \$256.00 |
| | General Traffic Controls, Inc. | | \$89.70 | \$717.60 |

The project is scheduled to begin in June of this year, with completion planned in August. Total project is estimated at \$77,137.55.

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 to purchase the traffic signal components from Brown Traffic Products, Inc. and General Traffic Controls, Inc. for the installation of a traffic signal at Webb Road and West North Front Street.

Sample Motion

Move to approve the resolution.

RESOLUTION 2011-123

WHEREAS, the traffic volume and size of the intersection at Webb Road and West North Front Street warrant installation of a traffic signal as recommended by the Engineering Division of the Public Works Department; and

WHEREAS, in order for the traffic signal to be installed at this location within the budgeted \$80,000.00 City forces will complete the project; and

WHEREAS, Brown Traffic Products was the lowest, qualified supplier on the following necessary components:

- Traffic Signal Controller – 1 @ \$8,690.00 ea. = \$ 8,690.00
- Pedestrian Signal, Type PS1 – 8 @ \$ 285.00 ea. = \$ 2,280.00
- Pedestrian Pushbutton, Type PPB – 8 @ \$ 32.00 ea. = \$ 256.00
\$11,226.00; and

WHEREAS, General Traffic Controls, Inc. was the lowest, qualified supplier on the following necessary components:

- Traffic Signal, Type TS-1 - 8 @ \$ 489.25 ea. = \$3,914.00
- Traffic Signal, Type TS-1LB - 4 @ \$ 582.00 ea. = \$2,328.00
\$6,242.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Division of the Public Works Department is hereby authorized to acquire the necessary items from Brown Traffic Products, Inc. and General Traffic Controls, Inc., based on the quotes presented to City Council, to complete this project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 19, 2011 | ☐ City Attorney |



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G7

**#2011-124 - Approving Program Agreement with Nebraska
Department of Roads for the Capital Avenue Widening, Webb
Road to Broadwell Avenue Project**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepestroh, Project Manager

Meeting: May 24, 2011

Subject: Approving Program Agreement with Nebraska
Department of Roads for the Capital Avenue Widening,
Webb Road to Broadwell Avenue Project

Item #'s: G-7

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The Federal-aid Surface Transportation Program (STP) provides flexible funding that may be used by Local Public Agencies for projects on any Federal-aid roadway route. STP-Urban funds are divided between urbanized areas over 200,000 in population and the remaining 1st class cities of the State. Typical STP funded improvements include: upgrading an existing road to a full urban section, roadway widening, roadway reconstruction, resurfacing, ADA/sidewalk improvements, and bridge projects. Federal funds are available to finance up to 80% of eligible project costs with a minimum 20% match from the LPA.

The City of Grand Island Public Works Department sought STP funds for the Capital Avenue, Webb Road to Broadwell Avenue widening project. This proposed project consists of removal of the existing 24' wide bituminous roadway and construction of new concrete pavement on Capital Avenue from Webb Road to Broadwell Avenue. The new roadway will consist of 41' wide back-to-back curbed concrete pavement to accommodate a three lane roadway (two through lanes and a common turning lane).

The purpose of this project is to accommodate traffic volumes and enhance motorist and pedestrian safety. Reconstruction will address the deterioration of the existing pavement, and widening of the roadway will improve safety.

Discussion

A Project Programming Request for the “Capital Avenue, Webb Road to Broadwell Avenue” project was prepared by Public Works and approved by the Nebraska Department of Roads (NDOR) April 5, 2011. The estimated total cost of the entire project, including preliminary engineering, environmental clearance and construction oversight is \$3,250,639. The estimated portion the City of Grand Island will be responsible for is \$650,129. Construction is anticipated to be completed in 2014.

The Project Program Agreement between the City Of Grand Island and Nebraska Department of Roads specifies the various duties and funding responsibilities of this Federal-aid project. The Program Agreement requires that NDOR Standards and Specifications are to be used for design, construction inspection and quality control. The Project Program Agreement must be executed before the project can move forward.

The Project Program Agreement must be authorized by the Mayor’s signature for the City of Grand Island before it can be fully executed.

Alternatives

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

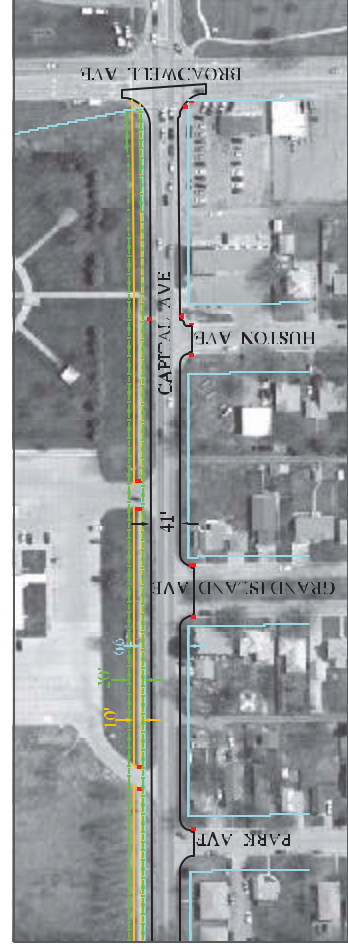
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

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



LPA PROGRAM AGREEMENT- STP FUNDS

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. URB-5436(5)
STATE CONTROL NO. 42707
CAPITAL AVE, WEBB RD-BROADWELL AVE

THIS AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska hereinafter referred to as the "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain routes in the LPA 's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible costs, 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 permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, the State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, the LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the LPA will support the RC and is ultimately responsible to ensure that, at a minimum:

1. The project receives independent and careful development, supervision and inspection,
2. The project is constructed in compliance with the plans and specifications,
3. All aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and
4. Decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, if the LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, the State and the LPA agree the State, on behalf of LPA, will advertise, conduct a letting and receive bids for the project and will pay all eligible costs directly to the Consultant and Contractors, and

WHEREAS, the State's role is only federal funding eligibility, including providing quality assurance and project assistance to ensure that the project is designed, constructed and managed according to federal rules and regulations. The State will coordinate with the LPA on federal funding issues, and

WHEREAS, Trans*Port Site Manager will be used as the construction record-keeping system for construction and construction engineering services for this 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 pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the project, including preliminary engineering, is currently estimated to be \$3,250,639, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs are currently estimated to be \$650,129, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

Removal of the existing roadway and construction of new concrete pavement on Capital Avenue from Webb Road to Broadwell Avenue. The new roadway will consist of 41 feet wide back-to-back curbed concrete pavement to accommodate a three lane roadway, and

WHEREAS, the LPA desires that this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. URB-5436(5), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2011, attached as EXHIBIT "B" and made a part of this agreement.

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

SECTION 1. PURPOSE OF AGREEMENT

The LPA wishes to implement, plan, design, construct, operate, and maintain a Federal-aid transportation project on a street, highway, road or other transportation related facility under LPA's jurisdiction. The LPA and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project; instead, FHWA provides funding for the project through the State. The State, pursuant to Neb.Rev.Stat. §39-1305, will act under this agreement as a steward of federal funds and as a liaison between LPA and FHWA. 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. Under this agreement, the LPA shall continue to have all duties concerning any aspects of project management, planning, design, construction, operation and maintenance. Nothing in this agreement shall be construed to create any duty of the State to LPA concerning such matters. 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. 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.

SECTION 2. DEFINITIONS

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

"AASHTO" means American Association of State Highway and Transportation Officials.

"ADA" means the Americans with Disabilities Act.

"ASTM" means the American Society for Testing and Materials.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

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

"FULL-TIME PUBLIC EMPLOYEE" means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

"FULLY QUALIFIED" means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified LPA "Responsible Charge" (RC's).

"LPA" means Local Public Agency sponsoring a federally funded transportation project and determined to be qualified to assume the administrative responsibilities for such projects by the State.

"LPD" means the Local Projects Division at Nebraska Department of Roads, in Lincoln, Nebraska.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

“PUBLIC EMPLOYEE” for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

“RESPONSIBLE CHARGE” or “RC” means the public employee or elected official who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and the LPA’s point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the LPA’s interests in the delegated technical tasks.

“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 in LPA federally funded transportation projects.

“STATE CERTIFIED CONSULTANT” means a consultant that has met the certification requirements of the Nebraska Department of Roads to provide professional services in certain work categories for federal and state funded work in Nebraska.

“STATE REPRESENTATIVE” means an individual from the Nebraska Department of Roads District Office assigned to the project, who will perform State’s federal funding eligibility duties under this agreement.

SECTION 3. TERM OF THE AGREEMENT

This agreement will begin upon proper execution and continue in effect until the LPA’s Federal-aid project is finished and final financial settlement has been completed, 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 or agreement. 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, and the LPA shall pay or repay the State for all costs incurred by the State prior to the LPA notifying the State that it is discontinuing work on the project.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

The LPA must immediately and formally appoint an RC for this project according to or consistent with the following requirements:

- A. The LPA hereby designates Scott Griepentstroh as the RC for this project.
- B. Duties and Assurances of the LPA concerning its designated RC for this project.
 - 1. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
 - 2. The RC is a full-time employee or elected official of the LPA or of another entity as defined in "Public Employee" above.
 - 3. The RC is fully qualified and has successfully completed required training to serve as an RC.
 - 4. The LPA shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
 - 5. The LPA shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
 - 6. The LPA shall provide necessary office space, materials and administrative support for the RC.
 - 7. The LPA shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
 - 8. The LPA shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.

9. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
 10. The LPA shall comply with the conflict-of-interest requirements of 23 CFR 1.33 and 49 CFR 18.36(b)(3) as described elsewhere in this agreement.
 11. If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. The State will require the LPA to sign a supplemental agreement designating the replacement RC.
 12. 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 meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a 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.
- C. The LPA understands that the following are the duties of the RC:
1. Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA.
 2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
 3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.

4. Ensure that funds have been authorized by FHWA, in writing, prior to doing work in any phase that the LPA expects to be reimbursed with Federal funds.
5. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
6. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been 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 (reference Neb. Rev. Stat. §81-3445).
7. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
8. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
9. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
10. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
11. Keep the State informed of all project issues.
12. Arrange preconstruction conference.
13. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
14. Be trained in the use of Trans*Port Site Manager if the LPA is providing the construction engineering services.
15. Prepare contractor change orders.
16. Notify the State when consultant services agreements need to be supplemented.
17. Properly serve as the LPA's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.

18. Ensure that proper construction management processes have been developed and implemented for the project.
19. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
20. Attend all required training including the annual LPA RC workshop.
21. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.
22. Review and approve Professional Services invoices in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>.

SECTION 5. FEDERAL AID

The LPA understands and agrees that the LPA, its RC, agents, and Contractor have the sole duty of proper prosecution of the project, in accordance with the approved plans, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

Because the LPA is to receive Federal Funds for any part of this project, the LPA shall perform the services for all phases of work, including, but not limited to preliminary engineering, environmental studies, acquisition of Right-of-Way, construction, construction engineering, etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work may become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the LPA shall coordinate with the State's Local Projects Division Section Engineer for direction and assistance concerning funding requirements to ensure that all upcoming project work will be accomplished according to Federal procedures and requirements. It is the responsibility of the LPA/RC to verify with documented evidence that federal funding authorization was obtained prior to beginning any new phase of project work.

SECTION 6. FEDERAL APPROVAL

The State, on behalf of the LPA agrees to present the project to the FHWA for its approval, if necessary. This project has not been designated as a full oversight project.

Federal approval for proceeding with the project must be obtained by the LPA at the beginning of each of the following phases of the project:

1. Preliminary Engineering and NEPA

2. Right of Way
3. Utilities
4. Construction Engineering
5. Construction

Before each new work phase begins, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued. Before providing services covered in any original and/or supplemental services agreement, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued.

SECTION 7. LPA GUIDELINES

The LPA agrees to conform to the requirements of the LPA Guidelines Manual throughout all phases of this project. In the event the LPA believes that the LPA Guidelines Manual doesn't address clearly 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.

SECTION 8. OMB CIRCULAR A-133 AUDIT

The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The LPA shall have its finance officer or auditor; review the situation to determine what the LPA must do to comply with this federal mandate. If an A-133 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).

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: URB-5436(5)

If an A-133 Audit is performed, the LPA shall provide a copy of the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 9. TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING

The LPA is responsible for submitting for payment only those costs that are eligible for Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for payment. Upon request from the State, the LPA will produce all cost records detailing the basis for all costs incurred on the project. The total cost of the project which includes: including preliminary engineering, final design, right-of-way, nonbetterment utility rehabilitation, construction, construction engineering, and LPA and State eligible expenses (as outlined below) is currently estimated to be \$3,250,639. The LPA's share of all actual eligible costs is estimated to be \$650,129. The State agrees to use the LPA's Federal Funds for the actual eligible costs of the improvement which is estimated to be \$2,600,510. Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower.

LPA Incurred Oversight Costs:

Project initiation and oversight costs incurred by the LPA with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. Before the LPA can incur reimbursable costs, the LPA must receive pre-authorization in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>. Pre-authorized costs for project initiation, project oversight, and incurred expenses such as railroad, utilities, and right-of-way, must be invoiced to the State in accordance with the LPA Reimbursement Procedures and this agreement. The LPA may request reimbursement of their eligible actual costs by submitting an invoice to the State, no more than monthly. The State will reimburse the LPA for the Federal share of the eligible actual costs.

LPA Incurred Professional Services:

Professional services provided by the LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by the LPA, associated costs, and method of reimbursement. **Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

Professional Consultant Services:

Upon execution of any professional consultant services agreement for this project, the State may invoice the LPA their share of the total agreement amount. The RC will review and approve any professional services invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

Construction, Contingencies and Construction Engineering:

Upon award of the construction contract, the State will invoice the LPA their share of the construction contract plus contingencies and construction engineering, and any unbilled preliminary engineering expenses. The LPA shall pay the State within 30 calendar days of receipt of invoice from the State. The RC will review and approve any Construction Engineering invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the LPA under this agreement; to include any Professional Services agreements.

State Incurred Costs

Any project coordination and quality assurance review costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. The State at its discretion may invoice the LPA their share of these costs and the LPA shall make payment within 30 calendar days of receipt of invoice.

Final reimbursement requests must be made within 60 days after the LPA has filed a completed State DR Form 299 with the State. Any invoices submitted after the 60 calendar days 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. Refer to the AUDITS AND FINAL SETTLEMENT section of this agreement for additional information.

SECTION 10. LPA FINANCIAL RESPONSIBILITY

The LPA's share of the total project cost will be all costs not paid for by Federal Funds. The LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the LPA

where Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, where the Federal government refuses 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, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

SECTION 11. SCHEDULE

The LPA shall provide the State with current project schedules, submittal dates and critical milestone dates. The LPA shall notify and keep the State informed on all project issues.

SECTION 12. PROCUREMENT OF PROFESSIONAL SERVICES

If a Consultant is to be selected to provide professional services for the project (preliminary engineering, construction engineering), the method of procurement and evaluation must follow all guidelines and requirements outlined in the LPA Guidelines Manual. For funding eligibility, the State will review and approve the Request for Proposals prior to advertising. To maintain Federal-aid eligibility for the project, the selected Consultant must be a State Certified Consultant.

SECTION 13. PRELIMINARY ENGINEERING

The Parties agree that preliminary engineering, which includes project design, plan development, environmental studies and final design, will be accomplished by the LPA or a State Certified Consultant selected by the LPA. Preliminary engineering costs are estimated to be \$158,864. The scope of professional services to be provided by the selected Consultant must be negotiated by the LPA and outlined in a Professional Services Agreement and executed by the LPA and Consultant. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any PE work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.** The State will pay the Consultant directly. The Consultant and LPA shall invoice the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

The LPA, with State technical advice when requested, agrees to perform or caused to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. All plans, specifications, and estimates must be presented to the State for funding approval to ensure adherence to Federal Standards. The LPA or its Consultant shall design the project according to the current AASHTO Policy on Geometric Design of Highways

and Streets, the Nebraska Minimum Design Standards of the Board of Public Roads, Classifications and Standards, the Americans with Disabilities Act (ADA) Accessibility Guidelines and LPA Guidelines Manual for Federal-aid projects. Any deviations from the above publications must be approved for funding by the State on behalf of FHWA.

Professional Performance:

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and their 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 their consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and their 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.

SECTION 14. ENVIRONMENTAL RESPONSIBILITY

The LPA shall be responsible to complete any federally required environmental reviews, actions, commitments, and documents for this project, and receive approval by the State and the FHWA **prior** to proceeding with appraising property, acquiring any right-of-way, or final design for the project.

The LPA agrees to acquire any or all permits necessary to accomplish the project.

When it is determined that public involvement is a federal requirement for the project, the LPA shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing/meeting is required, the LPA may contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the LPA of the proper procedures and policies for conducting the hearing, or to answer any questions.

SECTION 15. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 16. UTILITIES

Any utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-aid Highway Policy Guide, 23 CFR 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 a State approved Utility Accommodation Policy. In order to receive Federal-aid for this improvement, the LPA shall follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between the LPA and the Utility will need to be executed by both parties and approved by the State, and Notice to Proceed will be given by the State to the LPA, prior to beginning the utility work being done. The State's standard utility agreement (State Template AGR167) must be used; a copy of this agreement can be obtained from the LPD Project Coordinator.

Any local project work within a State Highway right-of-way requires an approval in the form of a letter of authorization or a permit from the State. The LPA shall contact the State's District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the nonbetterment portion of utility rehabilitation costs will be reimbursed for facilities occupying private property.

Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the LPA and State. Should this project necessitate the nonbetterment rehabilitation of any municipally and/or privately owned and operated utilities, the parties hereto agree to enter into a separate agreement (State Template AGR167) to provide for the preliminary engineering, construction and construction engineering of the nonbetterment utilities and the reimbursement to the City by the State for the costs of the rehabilitation of municipally and/or privately owned and operated utilities. Said agreement shall be entered into and approved prior to utility work beginning.

SECTION 17. RIGHT-OF-WAY

The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act. The LPA shall comply with the Uniform Act, and the State's Right-of-Way Acquisition guide for LPA's.

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 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals and acquisition, the LPA shall submit to the Local Projects Division Project Coordinator Right-of-Way plans, legal descriptions and an estimate for review and approval for federal funding. If acceptable for funding, the State will issue the LPA a Notice-to-Proceed with the Right-of-Way work phase.

Prior to proceeding with the construction phase, the LPA shall present to the State a Right-of-Way Certificate that certifies the LPA has complied with the Uniform Act requirements and that the project is ready for construction. The State will allow the construction phase of the project to begin, if the documentation submitted by the LPA supports the Right-of-Way Certificate and if all other Right-of-Way requirements have been met.

The LPA shall assure the State, and certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with FHWA guidelines will be or has been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

Any eligible actual Right-of-Way costs incurred by the LPA shall be billed to the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

SECTION 18. RIGHT-OF-WAY ENCROACHMENTS

The LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. Also, the LPA agrees to keep the old and new Right-of-Way free of future encroachments, except those specifically authorized by permit.

The LPA must have all encroachments cleared from the Right-of-Way before requesting a Right-of-Way Certificate and must attest to said clearance.

SECTION 19. LAND CORNERS

The LPA shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 20. SPECIAL ASSESSMENTS

Prior to initiating a special assessment on a federal aid project, the LPA shall notify the NDOR LPD-PC of their proposed assessment. If a special assessment is levied as part of a Federal-aid project, it shall be conducted as described in the NDOR Right of Way manual, which, as of October 2010, is in the process of being revised on this issue. See the revised NDOR Right of Way manual language below.

The LPA is required to provide the four points of documentation to the LPD-PC. They are also required to follow all the terms of the Uniform Act in the acquisition of right of way for a Federal-aid project.

Revised NDOR Right of Way Manual language:

"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 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.

SECTION 21. LETTING

At the request of FHWA, the State, on behalf of the LPA, will hold a bid letting for this project. The State agrees to receive and review all plans, specifications, estimates and surveys of the LPA and to advertise and conduct a bid letting for this project. The State will recommend the selection of low bidders and the awarding of a contract or contracts which shall be concurred in by the LPA, and the construction contract shall be signed by the LPA.

The LPA shall submit the final plans package (100 percent plans, specifications, engineers' estimate, status of utilities, environmental permits, right-of-way certificate and contract bidding documents) to the State's Local Projects Division Project Coordinator for review when the package is complete. The State will review the submitted items and proceed with advertising the project for bids when appropriate. The LPA is solely responsible for the accuracy and completeness of the plans and bidding documents. The selection of low bidders and awarding of a contract or contracts must be concurred in by the LPA prior to State award. The LPA will sign the contract and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

SECTION 22. CONTRACTOR PAYMENTS

All project contractor construction costs will be paid directly to the contractor by the State, on behalf of the LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port Site Manager Software**. The RC or Consultant must be trained by the State in the use of **Trans*Port Site Manager Software**. Any progress and final invoices approved by the LPA or RC shall be submitted to the State Representative for funding approval and processed for payment.

SECTION 23. CONSTRUCTION ENGINEERING

The LPA will be solely responsible for all construction engineering on this project. The Parties agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by LPA forces or a State Certified Consultant selected in accordance with the LPA Guidelines

Manual. Prior to the selected Consultant providing any construction engineering services, the scope of services and associated costs must be negotiated by the LPA and outlined in a Professional Services Agreement executed by the Consultant and the LPA. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any construction engineering services performed prior to execution of said agreement, Federal authorization and receipt of a written Notice to Proceed will not be eligible for Federal funding.**

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, the Quality Assurance Program for Construction, and the State Standard Methods of Tests or applicable AASHTO or ASTM procedures and as outlined in the Professional Services Agreement.

The LPA shall provide adequate quality control, construction administration on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory.

In all cases, the LPA is solely responsible for inspecting the project, performing quality assurance, and insuring that the project is constructed in compliance with this contract, plans, specifications, scope of work, regulations, statutes, etc. The State Representative will evaluate the LPA's work solely for federal funding eligibility.

SECTION 24. PROJECT COMPLETION

Upon project completion, the LPA shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The LPA by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the LPA. The LPA shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project meets federal program requirements. If the State District Construction Representative determines the project, meets federal program requirements the State District Construction Representative will sign the DR Form 299 and send it to the State District Engineer for signature. The State District Engineer will forward the form to the State's

Local Projects Division Section Engineer for signing, project closeout and final payment. If the State District Construction Representative determines the project does not meet federal program requirements, the State District Construction Representative will notify the LPA's RC in writing of what needs to be done to bring the project into compliance before the State District Construction Representative will sign the DR Form 299 and recommend the project is ready for closeout. The LPA shall contact the State's District Engineer for State District Construction Representative assignment. It is understood that any time spent by the State Representative on this project will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in this agreement.

Upon project completion and final review, the LPA shall send one set of "As-Built" plans to the State's Local Projects Section Engineer and one set to the State's District Engineer.

SECTION 25. AUDIT AND FINAL SETTLEMENT

Final settlement cannot be made between the State and the LPA until the LPA has filed a completed State DR Form 299 with the State, and both the LPA and the State have signed it.

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. The amount of the final settlement between the State and the LPA will be the calculated LPA's share of the total eligible project costs less the total local funds paid to the State by the LPA.

If the LPA's share of the eligible project costs is more than the local funds paid to the State, the State will bill the LPA an amount up to the LPA's share of the eligible project costs. The LPA agrees to reimburse the State for any overpayments discovered by the State within thirty (30) days of receipt.

If the LPA's share of the eligible project costs is less than the local funds paid to the State, the State will reimburse the LPA an amount up to the LPA's share of the eligible project costs.

SECTION 26. CHANGES TO LPA ROUTES

Changes to the LPA routes which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward it to the Local Projects Division Project Coordinator for final approval.

SECTION 27. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

Upon project completion, the LPA shall maintain the project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility. The LPA shall also be responsible for any required environmental commitments and monitoring after the construction of the project. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's construction, operation, and maintenance of or related to the project.

SECTION 28. TRAFFIC CONTROL

The LPA shall be responsible for all traffic control along the project, and on project related detours, before, during and after construction. Traffic control must conform to the Manual on Uniform Traffic Control Devices. By requesting financial settlement of the project the LPA certifies that all traffic control devices on the finished project have been properly completed or installed.

SECTION 29. 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 agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or 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.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

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.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall notify, or be required to notify, the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants 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 sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 30. DRUG FREE WORKPLACE

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

SECTION 31. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final cost settlement under this agreement; 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.

SECTION 32. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 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 DISCRIMINATION CLAUSES Section of this agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 33. 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.

SECTION 34. 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(1)(b)) 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 35. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. 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. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. 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, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 36. TITLE VI NONDISCRIMINATION CLAUSES

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

- (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.
- (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, 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.
- (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, 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.

- (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.
- (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.
- (6) Incorporation of Provisions: The LPA shall 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 LPA shall take such action with respect to any subcontract or procurement as the State or the 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, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 37. REPRESENTATIONS

This agreement contains the entire agreement of the LPA and State. No representations were made or relied upon by LPA or State other than those that are expressly set forth herein. No agent, employee or other representative of LPA or State is empowered to alter any of the terms in this agreement unless done in writing and signed by an authorized officer of the LPA and State.

IN WITNESS WHEREOF, the LPA and State hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated.

EXECUTED by the LPA this ____ day of _____, 2011.

WITNESS:
RaNae Edwards

CITY OF GRAND ISLAND
Jay Vavricek

LPA Clerk

Mayor

EXECUTED by the State this ____ day of _____, 2011.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Division Engineer

RECOMMENDED:
Wesley Wahlgren

District 4 Engineer

RESOLUTION 2011-124

WHEREAS, the City of Grand Island Public Works Department prepared a Project Programming Request to the Nebraska Department of Roads for the Capital Avenue, Webb Road to Broadwell Avenue; and

WHEREAS, such request was approved by the Nebraska Department of Roads on April 5, 2011; and

WHEREAS, the total project cost is currently estimated at \$3,250,639, with \$650,129 being the responsibility of the City of Grand Island; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the Capital Avenue, Webb Road to Broadwell Avenue Project 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, May 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G8

**#2011-125 - Approving Program Agreement with Nebraska
Department of Roads for the Various Locations in Grand Island
Resurfacing Project**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepentstroh, Project Manager

Meeting: May 24, 2011

Subject: Approving Program Agreement with Nebraska
Department of Roads for the Various Locations in Grand
Island Resurfacing Project

Item #'s: G-8

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The Federal-aid Surface Transportation Program (STP) provides flexible funding that may be used by Local Public Agencies for projects on any Federal-aid roadway route. STP-Urban funds are divided between urbanized areas over 200,000 in population and the remaining 1st class cities of the State. Typical STP funded improvements include: upgrading an existing road to a full urban section, roadway widening, roadway reconstruction, resurfacing, ADA/sidewalk improvements, and bridge projects. Federal funds are available to finance up to 80% of eligible project costs with a minimum 20% match from the LPA.

The City of Grand Island Public Works Department sought STP funds for the Various Locations in Grand Island Resurfacing project. This proposed project consists of removing 2" of existing bituminous surfacing by cold milling and placement of 2" new Asphaltic Concrete in the following locations.

- Blaine Street – Garland Street to Stolley Park Road
- Blaine Street – Stolley Park Road to the Beltline Trail
- First Street – Walnut Street to Sycamore Street
- North Road - 13th Street to State Street
- Independence Avenue – Capital Avenue to Nebraska Highway 2
- Broadwell Avenue - Anna Street to Second Street
- Broadwell Avenue – Second Street to State Street

This project is coordinated with and supplements the Grand Island Streets Division Pavement Preservation Plan. This project will relieve the City of funding these improvements solely with Capital Improvement Program funds.

Discussion

A Project Programming Request for the “Various Locations in Grand Island” project was prepared by Public Works and approved by the Nebraska Department of Roads (NDOR) April 5, 2011. The estimated total cost of the entire project, including preliminary engineering, environmental clearance and construction oversight is \$2,747,266. The estimated portion the City of Grand Island will be responsible for is \$549,453. Construction is anticipated to be completed in 2013.

The Project Program Agreement between the City of Grand Island and Nebraska Department of Roads specifies the various duties and funding responsibilities of this Federal-aid project. The Program Agreement requires that NDOR Standards and Specifications are to be used for design, construction inspection and quality control. The Project Program Agreement must be executed before the project can move forward.

The Project Program Agreement must be authorized by the Mayor’s signature for the City of Grand Island before it can be fully executed.

Alternatives

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

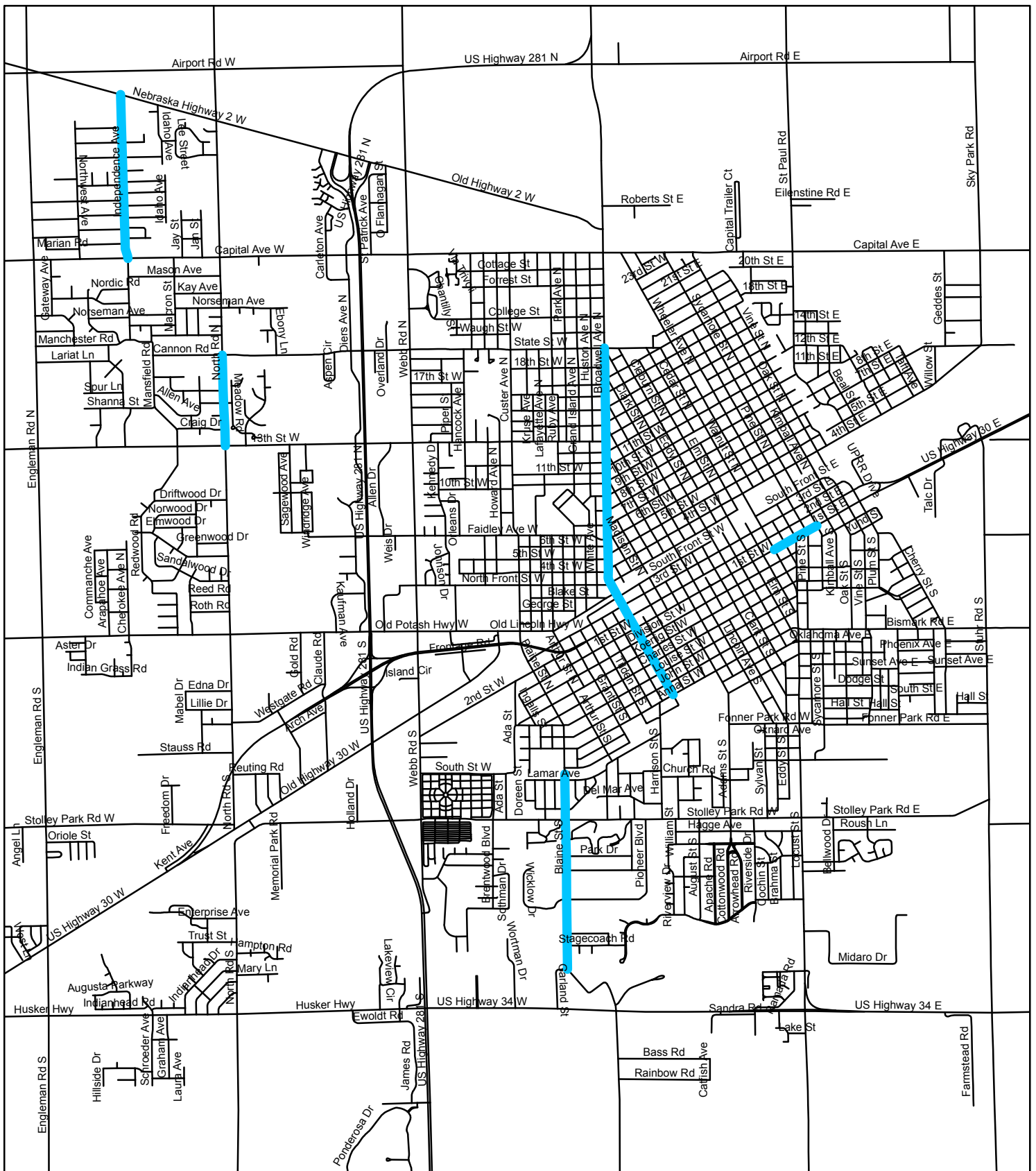
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

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



FEDERAL AID PROJECTS

BLAINE ST. - Garland to Stolley Park Rd

BLAINE ST. - Stolley Park Rd to Bike Trail

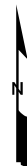
1st ST - Walnut to Sycamore

NORTH ROAD - 13th to State

INDEPENDENCE AVE. - Capital Ave to Neb. Hwy #2

BROADWELL AVE. - Anna to 2nd

BROADWELL AVE. - 2nd to State



PUBLIC WORKS DEPARTMENT

LPA PROGRAM AGREEMENT- STP FUNDS

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. URB-5409(2)
STATE CONTROL NO. 42706
VARIOUS LOCATIONS IN GRAND ISLAND

THIS AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska hereinafter referred to as the "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain routes in the LPA 's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible costs, 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 permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, the State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, the LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the LPA will support the RC and is ultimately responsible to ensure that, at a minimum:

1. The project receives independent and careful development, supervision and inspection,
2. The project is constructed in compliance with the plans and specifications,
3. All aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and
4. Decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, if the LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, the State and the LPA agree the State, on behalf of LPA, will advertise, conduct a letting and receive bids for the project and will pay all eligible costs directly to the Consultant and Contractors, and

WHEREAS, the State's role is only federal funding eligibility, including providing quality assurance and project assistance to ensure that the project is designed, constructed and managed according to federal rules and regulations. The State will coordinate with the LPA on federal funding issues, and

WHEREAS, Trans*Port Site Manager will be used as the construction record-keeping system for construction and construction engineering services for this 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 pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the project, including preliminary engineering, is currently estimated to be \$2,747,266, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs are currently estimated to be \$549,453, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

This resurfacing project will improve bituminous surfaced streets in various locations in Grand Island, and

WHEREAS, the LPA desires that this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. URB-5409(2), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2011, attached as EXHIBIT "B" and made a part of this agreement.

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

SECTION 1. PURPOSE OF AGREEMENT

The LPA wishes to implement, plan, design, construct, operate, and maintain a Federal-aid transportation project on a street, highway, road or other transportation related facility under LPA's jurisdiction. The LPA and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project; instead, FHWA provides funding for the project through the State. The State, pursuant to Neb.Rev.Stat. §39-1305, will act under this agreement as a steward of federal funds and as a liaison between LPA and FHWA. 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. Under this agreement, the LPA shall continue to have all duties concerning any aspects of project management, planning, design, construction, operation and maintenance. Nothing in this agreement shall be construed to create any duty of the State to LPA concerning such matters. 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. 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.

SECTION 2. DEFINITIONS

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

"AASHTO" means American Association of State Highway and Transportation Officials.

"ADA" means the Americans with Disabilities Act.

"ASTM" means the American Society for Testing and Materials.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

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

"FULL-TIME PUBLIC EMPLOYEE" means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

"FULLY QUALIFIED" means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified LPA "Responsible Charge" (RC's).

"LPA" means Local Public Agency sponsoring a federally funded transportation project and determined to be qualified to assume the administrative responsibilities for such projects by the State.

"LPD" means the Local Projects Division at Nebraska Department of Roads, in Lincoln, Nebraska.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

“PUBLIC EMPLOYEE” for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

“RESPONSIBLE CHARGE” or “RC” means the public employee or elected official who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and the LPA’s point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the LPA’s interests in the delegated technical tasks.

“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 in LPA federally funded transportation projects.

“STATE CERTIFIED CONSULTANT” means a consultant that has met the certification requirements of the Nebraska Department of Roads to provide professional services in certain work categories for federal and state funded work in Nebraska.

“STATE REPRESENTATIVE” means an individual from the Nebraska Department of Roads District Office assigned to the project, who will perform State’s federal funding eligibility duties under this agreement.

SECTION 3. TERM OF THE AGREEMENT

This agreement will begin upon proper execution and continue in effect until the LPA’s Federal-aid project is finished and final financial settlement has been completed, 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 or agreement. 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, and the LPA shall pay or repay the State for all costs incurred by the State prior to the LPA notifying the State that it is discontinuing work on the project.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

The LPA must immediately and formally appoint an RC for this project according to or consistent with the following requirements:

- A. The LPA hereby designates Scott Griepenstroh as the RC for this project.
- B. Duties and Assurances of the LPA concerning its designated RC for this project.
 - 1. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
 - 2. The RC is a full-time employee or elected official of the LPA or of another entity as defined in "Public Employee" above.
 - 3. The RC is fully qualified and has successfully completed required training to serve as an RC.
 - 4. The LPA shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
 - 5. The LPA shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
 - 6. The LPA shall provide necessary office space, materials and administrative support for the RC.
 - 7. The LPA shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
 - 8. The LPA shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.

9. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
 10. The LPA shall comply with the conflict-of-interest requirements of 23 CFR 1.33 and 49 CFR 18.36(b)(3) as described elsewhere in this agreement.
 11. If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. The State will require the LPA to sign a supplemental agreement designating the replacement RC.
 12. 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 meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a 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.
- C. The LPA understands that the following are the duties of the RC:
1. Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA.
 2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
 3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.

4. Ensure that funds have been authorized by FHWA, in writing, prior to doing work in any phase that the LPA expects to be reimbursed with Federal funds.
5. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
6. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been 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 (reference Neb. Rev. Stat. §81-3445).
7. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
8. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
9. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
10. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
11. Keep the State informed of all project issues.
12. Arrange preconstruction conference.
13. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
14. Be trained in the use of Trans*Port Site Manager if the LPA is providing the construction engineering services.
15. Prepare contractor change orders.
16. Notify the State when consultant services agreements need to be supplemented.
17. Properly serve as the LPA's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.

18. Ensure that proper construction management processes have been developed and implemented for the project.
19. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
20. Attend all required training including the annual LPA RC workshop.
21. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.
22. Review and approve Professional Services invoices in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>.

SECTION 5. FEDERAL AID

The LPA understands and agrees that the LPA, its RC, agents, and Contractor have the sole duty of proper prosecution of the project, in accordance with the approved plans, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

Because the LPA is to receive Federal Funds for any part of this project, the LPA shall perform the services for all phases of work, including, but not limited to preliminary engineering, environmental studies, acquisition of Right-of-Way, construction, construction engineering, etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work may become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the LPA shall coordinate with the State's Local Projects Division Section Engineer for direction and assistance concerning funding requirements to ensure that all upcoming project work will be accomplished according to Federal procedures and requirements. It is the responsibility of the LPA/RC to verify with documented evidence that federal funding authorization was obtained prior to beginning any new phase of project work.

SECTION 6. FEDERAL APPROVAL

The State, on behalf of the LPA agrees to present the project to the FHWA for its approval, if necessary. This project has not been designated as a full oversight project.

Federal approval for proceeding with the project must be obtained by the LPA at the beginning of each of the following phases of the project:

1. Preliminary Engineering and NEPA

2. Right of Way
3. Utilities
4. Construction Engineering
5. Construction

Before each new work phase begins, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued. Before providing services covered in any original and/or supplemental services agreement, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued.

SECTION 7. LPA GUIDELINES

The LPA agrees to conform to the requirements of the LPA Guidelines Manual throughout all phases of this project. In the event the LPA believes that the LPA Guidelines Manual doesn't address clearly 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.

SECTION 8. OMB CIRCULAR A-133 AUDIT

The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The LPA shall have its finance officer or auditor; review the situation to determine what the LPA must do to comply with this federal mandate. If an A-133 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).

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: URB-5409(2)

If an A-133 Audit is performed, the LPA shall provide a copy of the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 9. TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING

The LPA is responsible for submitting for payment only those costs that are eligible for Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for payment. Upon request from the State, the LPA will produce all cost records detailing the basis for all costs incurred on the project. The total cost of the project which includes: including preliminary engineering, final design, right-of-way, nonbetterment utility rehabilitation, construction, construction engineering, and LPA and State eligible expenses (as outlined below) is currently estimated to be \$2,747,266. The LPA's share of all actual eligible costs is estimated to be \$549,453. The State agrees to use the LPA's Federal Funds for the actual eligible costs of the improvement which is estimated to be \$2,197,813. Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower.

LPA Incurred Oversight Costs:

Project initiation and oversight costs incurred by the LPA with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. Before the LPA can incur reimbursable costs, the LPA must receive pre-authorization in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>. Pre-authorized costs for project initiation, project oversight, and incurred expenses such as railroad, utilities, and right-of-way, must be invoiced to the State in accordance with the LPA Reimbursement Procedures and this agreement. The LPA may request reimbursement of their eligible actual costs by submitting an invoice to the State, no more than monthly. The State will reimburse the LPA for the Federal share of the eligible actual costs.

LPA Incurred Professional Services:

Professional services provided by the LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by the LPA, associated costs, and method of reimbursement. **Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

Professional Consultant Services:

Upon execution of any professional consultant services agreement for this project, the State may invoice the LPA their share of the total agreement amount. The RC will review and approve any professional services invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

Construction, Contingencies and Construction Engineering:

Upon award of the construction contract, the State will invoice the LPA their share of the construction contract plus contingencies and construction engineering, and any unbilled preliminary engineering expenses. The LPA shall pay the State within 30 calendar days of receipt of invoice from the State. The RC will review and approve any Construction Engineering invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the LPA under this agreement; to include any Professional Services agreements.

State Incurred Costs

Any project coordination and quality assurance review costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. The State at its discretion may invoice the LPA their share of these costs and the LPA shall make payment within 30 calendar days of receipt of invoice.

Final reimbursement requests must be made within 60 days after the LPA has filed a completed State DR Form 299 with the State. Any invoices submitted after the 60 calendar days 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. Refer to the AUDITS AND FINAL SETTLEMENT section of this agreement for additional information.

SECTION 10. LPA FINANCIAL RESPONSIBILITY

The LPA's share of the total project cost will be all costs not paid for by Federal Funds. The LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the LPA

where Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, where the Federal government refuses 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, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

SECTION 11. SCHEDULE

The LPA shall provide the State with current project schedules, submittal dates and critical milestone dates. The LPA shall notify and keep the State informed on all project issues.

SECTION 12. PROCUREMENT OF PROFESSIONAL SERVICES

If a Consultant is to be selected to provide professional services for the project (preliminary engineering, construction engineering), the method of procurement and evaluation must follow all guidelines and requirements outlined in the LPA Guidelines Manual. For funding eligibility, the State will review and approve the Request for Proposals prior to advertising. To maintain Federal-aid eligibility for the project, the selected Consultant must be a State Certified Consultant.

SECTION 13. PRELIMINARY ENGINEERING

The Parties agree that preliminary engineering, which includes project design, plan development, environmental studies and final design, will be accomplished by the LPA or a State Certified Consultant selected by the LPA. Preliminary engineering costs are estimated to be \$132,646. The scope of professional services to be provided by the selected Consultant must be negotiated by the LPA and outlined in a Professional Services Agreement and executed by the LPA and Consultant. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any PE work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.** The State will pay the Consultant directly. The Consultant and LPA shall invoice the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

The LPA, with State technical advice when requested, agrees to perform or caused to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. All plans, specifications, and estimates must be presented to the State for funding approval to ensure adherence to Federal Standards. The LPA or its Consultant shall design the project according to the current AASHTO Policy on Geometric Design of Highways

and Streets, the Nebraska Minimum Design Standards of the Board of Public Roads, Classifications and Standards, the Americans with Disabilities Act (ADA) Accessibility Guidelines and LPA Guidelines Manual for Federal-aid projects. Any deviations from the above publications must be approved for funding by the State on behalf of FHWA.

Professional Performance:

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and their 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 their consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and their 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.

SECTION 14. ENVIRONMENTAL RESPONSIBILITY

The LPA shall be responsible to complete any federally required environmental reviews, actions, commitments, and documents for this project, and receive approval by the State and the FHWA **prior** to proceeding with appraising property, acquiring any right-of-way, or final design for the project.

The LPA agrees to acquire any or all permits necessary to accomplish the project.

When it is determined that public involvement is a federal requirement for the project, the LPA shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing/meeting is required, the LPA may contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the LPA of the proper procedures and policies for conducting the hearing, or to answer any questions.

SECTION 15. RAILROAD

The LPA shall prepare and execute any railroad agreement or agreements required for this project. The LPA shall send a copy of the executed railroad agreements to the State prior to advertising the project for bids. Should the railroad agreement include work to be performed by the Railroad as part of the project, which is eligible for reimbursement, the LPA shall pay the Railroad and bill the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

SECTION 16. UTILITIES

Any utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-aid Highway Policy Guide, 23 CFR 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 a State approved Utility Accommodation Policy. In order to receive Federal-aid for this improvement, the LPA shall follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between the LPA and the Utility will need to be executed by both parties and approved by the State, and Notice to Proceed will be given by the State to the LPA, prior to beginning the utility work being done. The State's standard utility agreement (State Template AGR167) must be used; a copy of this agreement can be obtained from the LPD Project Coordinator.

Any local project work within a State Highway right-of-way requires an approval in the form of a letter of authorization or a permit from the State. The LPA shall contact the State's District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the nonbetterment portion of utility rehabilitation costs will be reimbursed for facilities occupying private property.

Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the LPA and State. Should this project necessitate the nonbetterment rehabilitation of any municipally and/or privately owned and operated utilities, the parties hereto agree to enter into a separate agreement (State Template AGR167) to provide for the preliminary engineering, construction and construction engineering of the nonbetterment utilities and the reimbursement to the City by the State for the costs of the rehabilitation of municipally and/or privately owned and operated utilities. Said agreement shall be entered into and approved prior to utility work beginning.

SECTION 17. RIGHT-OF-WAY

The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act. The LPA shall comply with the Uniform Act, and the State's Right-of-Way Acquisition guide for LPA's.

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 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals and acquisition, the LPA shall submit to the Local Projects Division Project Coordinator Right-of-Way plans, legal descriptions and an estimate for review and approval for federal funding. If acceptable for funding, the State will issue the LPA a Notice-to-Proceed with the Right-of-Way work phase.

Prior to proceeding with the construction phase, the LPA shall present to the State a Right-of-Way Certificate that certifies the LPA has complied with the Uniform Act requirements and that the project is ready for construction. The State will allow the construction phase of the project to begin, if the documentation submitted by the LPA supports the Right-of-Way Certificate and if all other Right-of-Way requirements have been met.

The LPA shall assure the State, and certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with FHWA guidelines will be or has been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

Any eligible actual Right-of-Way costs incurred by the LPA shall be billed to the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

SECTION 18. RIGHT-OF-WAY ENCROACHMENTS

The LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. Also, the LPA agrees to keep the old and new Right-of-Way free of future encroachments, except those specifically authorized by permit.

The LPA must have all encroachments cleared from the Right-of-Way before requesting a Right-of-Way Certificate and must attest to said clearance.

SECTION 19. LAND CORNERS

The LPA shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 20. SPECIAL ASSESSMENTS

Prior to initiating a special assessment on a federal aid project, the LPA shall notify the NDOR LPD-PC of their proposed assessment. If a special assessment is levied as part of a Federal-aid project, it shall be conducted as described in the NDOR Right of Way manual, which, as of October 2010, is in the process of being revised on this issue. See the revised NDOR Right of Way manual language below.

The LPA is required to provide the four points of documentation to the LPD-PC. They are also required to follow all the terms of the Uniform Act in the acquisition of right of way for a Federal-aid project.

Revised NDOR Right of Way Manual language:

"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 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.

SECTION 21. LETTING

At the request of FHWA, the State, on behalf of the LPA, will hold a bid letting for this project. The State agrees to receive and review all plans, specifications, estimates and surveys of the LPA and to advertise and conduct a bid letting for this project. The State will recommend the selection of low bidders and the awarding of a contract or contracts which shall be concurred in by the LPA, and the construction contract shall be signed by the LPA.

The LPA shall submit the final plans package (100 percent plans, specifications, engineers' estimate, status of utilities, environmental permits, right-of-way certificate and contract bidding documents) to the State's Local Projects Division Project Coordinator for review when the package is complete. The State will review the submitted items and proceed with advertising the project for bids when appropriate. The LPA is solely responsible for the accuracy and completeness of the plans and bidding documents. The selection of low bidders and awarding of a contract or contracts must be concurred in by the LPA prior to State award. The LPA will sign the contract and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

SECTION 22. CONTRACTOR PAYMENTS

All project contractor construction costs will be paid directly to the contractor by the State, on behalf of the LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port Site Manager Software**. The RC or Consultant must be trained by the State in the use of **Trans*Port Site Manager Software**. Any progress and final invoices approved by the LPA or RC shall be submitted to the State Representative for funding approval and processed for payment.

SECTION 23. CONSTRUCTION ENGINEERING

The LPA will be solely responsible for all construction engineering on this project. The Parties agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by LPA forces or a State Certified Consultant selected in accordance with the LPA Guidelines

Manual. Prior to the selected Consultant providing any construction engineering services, the scope of services and associated costs must be negotiated by the LPA and outlined in a Professional Services Agreement executed by the Consultant and the LPA. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any construction engineering services performed prior to execution of said agreement, Federal authorization and receipt of a written Notice to Proceed will not be eligible for Federal funding.**

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, the Quality Assurance Program for Construction, and the State Standard Methods of Tests or applicable AASHTO or ASTM procedures and as outlined in the Professional Services Agreement.

The LPA shall provide adequate quality control, construction administration on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory.

In all cases, the LPA is solely responsible for inspecting the project, performing quality assurance, and insuring that the project is constructed in compliance with this contract, plans, specifications, scope of work, regulations, statutes, etc. The State Representative will evaluate the LPA's work solely for federal funding eligibility.

SECTION 24. PROJECT COMPLETION

Upon project completion, the LPA shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The LPA by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the LPA. The LPA shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project meets federal program requirements. If the State District Construction Representative determines the project, meets federal program requirements the State District Construction Representative will sign the DR Form 299 and send it to the State District Engineer for signature. The State District Engineer will forward the form to the State's

Local Projects Division Section Engineer for signing, project closeout and final payment. If the State District Construction Representative determines the project does not meet federal program requirements, the State District Construction Representative will notify the LPA's RC in writing of what needs to be done to bring the project into compliance before the State District Construction Representative will sign the DR Form 299 and recommend the project is ready for closeout. The LPA shall contact the State's District Engineer for State District Construction Representative assignment. It is understood that any time spent by the State Representative on this project will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in this agreement.

Upon project completion and final review, the LPA shall send one set of "As-Built" plans to the State's Local Projects Section Engineer and one set to the State's District Engineer.

SECTION 25. AUDIT AND FINAL SETTLEMENT

Final settlement cannot be made between the State and the LPA until the LPA has filed a completed State DR Form 299 with the State, and both the LPA and the State have signed it.

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. The amount of the final settlement between the State and the LPA will be the calculated LPA's share of the total eligible project costs less the total local funds paid to the State by the LPA.

If the LPA's share of the eligible project costs is more than the local funds paid to the State, the State will bill the LPA an amount up to the LPA's share of the eligible project costs. The LPA agrees to reimburse the State for any overpayments discovered by the State within thirty (30) days of receipt.

If the LPA's share of the eligible project costs is less than the local funds paid to the State, the State will reimburse the LPA an amount up to the LPA's share of the eligible project costs.

SECTION 26. CHANGES TO LPA ROUTES

Changes to the LPA routes which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward it to the Local Projects Division Project Coordinator for final approval.

SECTION 27. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

Upon project completion, the LPA shall maintain the project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility. The LPA shall also be responsible for any required environmental commitments and monitoring after the construction of the project. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's construction, operation, and maintenance of or related to the project.

SECTION 28. TRAFFIC CONTROL

The LPA shall be responsible for all traffic control along the project, and on project related detours, before, during and after construction. Traffic control must conform to the Manual on Uniform Traffic Control Devices. By requesting financial settlement of the project the LPA certifies that all traffic control devices on the finished project have been properly completed or installed.

SECTION 29. 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 agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or 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.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

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.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall notify, or be required to notify, the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants 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 sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 30. DRUG FREE WORKPLACE

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

SECTION 31. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final cost settlement under this agreement; 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.

SECTION 32. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 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 DISCRIMINATION CLAUSES Section of this agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 33. 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.

SECTION 34. 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(1)(b)) 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 35. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. 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. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. 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, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 36. TITLE VI NONDISCRIMINATION CLAUSES

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

- (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.
- (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, 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.
- (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, 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.

- (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.
- (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.
- (6) Incorporation of Provisions: The LPA shall 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 LPA shall take such action with respect to any subcontract or procurement as the State or the 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, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 37. REPRESENTATIONS

This agreement contains the entire agreement of the LPA and State. No representations were made or relied upon by LPA or State other than those that are expressly set forth herein. No agent, employee or other representative of LPA or State is empowered to alter any of the terms in this agreement unless done in writing and signed by an authorized officer of the LPA and State.

IN WITNESS WHEREOF, the LPA and State hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated.

EXECUTED by the LPA this ____ day of _____, 2011.

WITNESS:
RaNae Edwards

CITY OF GRAND ISLAND
Jay Vavricek

LPA Clerk

Mayor

EXECUTED by the State this ____ day of _____, 2011.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Division Engineer

RECOMMENDED:
Wesley Wahlgren

District 4 Engineer

RESOLUTION 2011-125

WHEREAS, the City of Grand Island Public Works Department prepared a Project Programming Request to the Nebraska Department of Roads for the Various Locations in Grand Island Resurfacing Project; and

WHEREAS, such request was approved by the Nebraska Department of Roads on April 5, 2011; and

WHEREAS, the total project cost is currently estimated at \$2,747,266, with \$549,453 being the responsibility of the City of Grand Island; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the Various Locations in Grand Island Resurfacing Project 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, May 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G9

**#2011-126 - Approving Program Agreement with Nebraska
Department of Roads for the Grand Island Historical Lighting
Project on 3rd Street and Wheeler Avenue**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 24, 2011

Subject: Approving Program Agreement with Nebraska
Department of Roads for the Grand Island Historical
Lighting Project on 3rd Street and Wheeler Avenue

Item #'s: G-9

Presenter(s): Tom Ziller, Downtown Business Improvement District
Scott Griepenstroh, Project Manager

Background

All agreements must be approved by the City Council.

The Federal-aid Transportation Enhancement (TE) Program provides funding to construct and restore transportation infrastructure that are not eligible to be funded through other programs. TE activities offer funding opportunities to help expand transportation choices and enhance the transportation experience. Project types eligible for this funding are hike/bike trails, historic preservation, and scenic or historic byways. Currently approved projects can receive up to 80% Federal funding with a \$500,000 limit.

In 2009, the City of Grand Island requested TE Program funds for a Third and Wheeler Downtown Historical Lighting Improvement project. This grant application was approved by Council for submission on June 22, 2009 and was awarded from the Department of Roads. Changes in the Department of Roads program management requirements have delayed the project but the funds are still allocated to the project.

This project will construct 21 Historical Street Lights one block west, one block east and one half block south of the Kaufmann Park at 3rd Street and Wheeler Avenue. The lighting will be constructed in similar appearance to street lights that existed in this location during the early 20th Century, a period that saw the construction of several buildings in the area that are now on the National Register of Historical Places. The nostalgic appeal will be another draw for shoppers, tourists and seekers of entertainment to an area well known for history, commerce and popular community events.

The design of the foundations, poles and luminaires are based on photographs and other supporting historical documents as required by the grantee.

Discussion

A Project Programming Request was prepared by Public Works and approved by the Nebraska Department of Roads. The estimate of the entire project, including preliminary engineering, environmental clearance and construction oversight is \$189,540. Construction is anticipated to be completed in 2012. The Downtown Business Improvement District will provide local matching funds (20%) through funding awarded by the Community Redevelopment Authority in March 2011.

The Project Program Agreement between the City of Grand Island and Nebraska Department of Roads specifies the various duties and funding responsibilities of this Federal-aid project. The Project Program Agreement must be executed before the project can move forward.

The Project Program Agreement must be authorized by the Mayor's signature for the City of Grand Island before it can be fully executed.

Alternatives

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

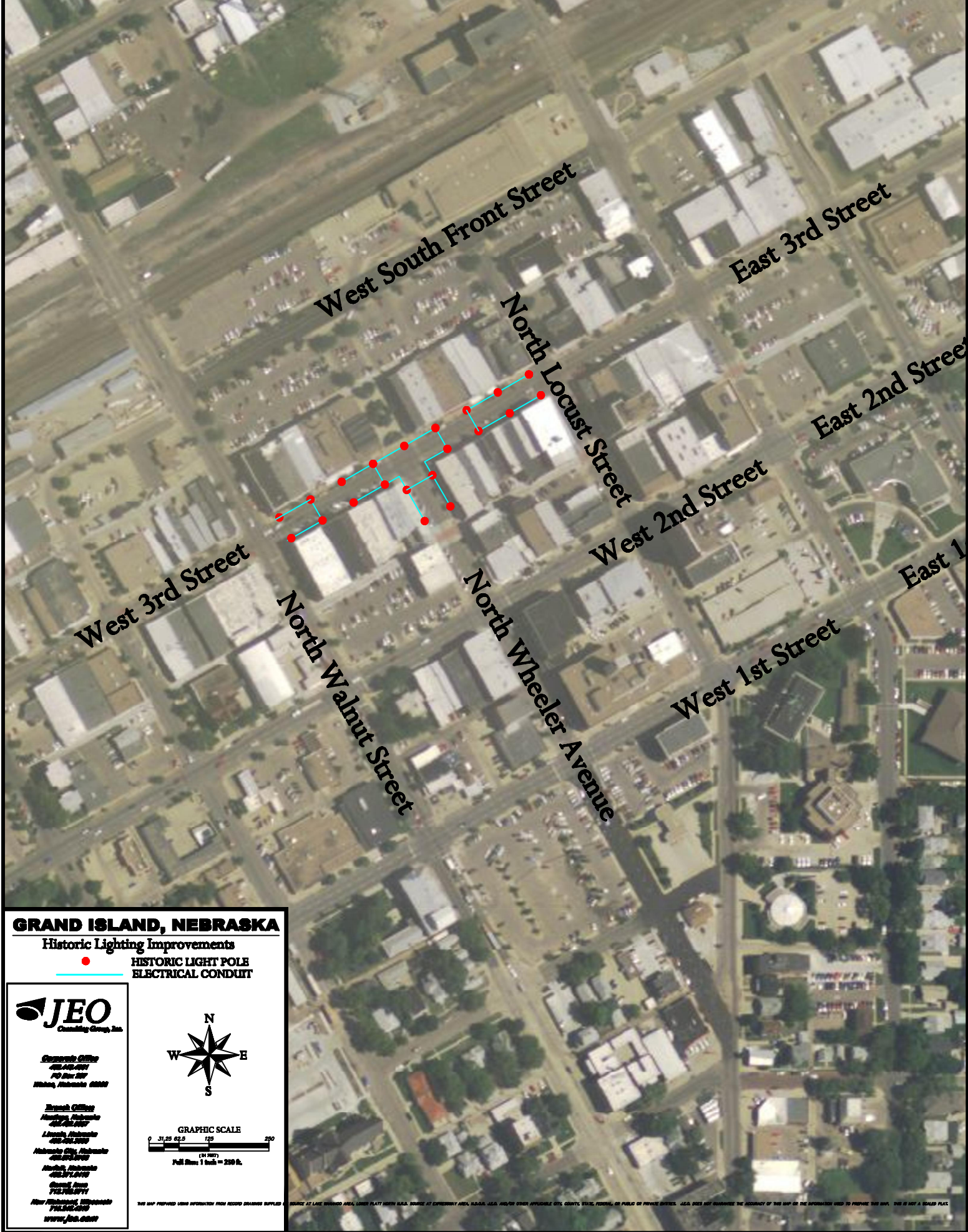
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

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



GRAND ISLAND, NEBRASKA

Historic Lighting Improvements

● HISTORIC LIGHT POLE
— ELECTRICAL CONDUIT



Corporate Office
408-440-0997
140 West 25th
Midland, Nebraska 68901

Branch Office
Lincoln, Nebraska
408-440-0997

Lincoln, Nebraska
408-440-0997

Omaha, Nebraska
408-440-0997

Grand Island, Nebraska
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LPA PROGRAM AGREEMENT - STP FUNDS

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. ENH-40(60)
STATE CONTROL NO. 42651
GRAND ISLAND 3rd & WHEELER
HISTORICAL LIGHTING IMPROVEMENT

THIS AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska hereinafter referred to as the "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain historic areas in the LPA's jurisdiction have been designated as being eligible for the Enhancement Program portion of the Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Enhancement Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible historic areas, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible costs, 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 permit the use of funds other than State funds in matching Federal Funds for the improvements of those historic areas, and

WHEREAS, the State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, the LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the LPA will support the RC and is ultimately responsible to ensure that, at a minimum:

1. The project receives independent and careful development, supervision and inspection,
2. The project is constructed in compliance with the plans and specifications,
3. All aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and
4. Decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, if the LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, the State and the LPA agree the State, on behalf of LPA, will advertise, conduct a letting and receive bids for the project and will pay all eligible costs directly to the Consultant and Contractors, and

WHEREAS, the State's role is only federal funding eligibility, including providing quality assurance and project assistance to ensure that the project is designed, constructed and managed according to federal rules and regulations. The State will coordinate with the LPA on federal funding issues, and

WHEREAS, Trans*Port Site Manager will be used as the construction record-keeping system for construction and construction engineering services for this 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 pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the project, including preliminary engineering, is currently estimated to be \$189,540, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs are currently estimated to be \$37,908, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

This project will construct 21 Historical Street Lights in a central, two block segment of Downtown Grand Island. The termini of the proposed project are one block west, one block east and one half block south of the Kaufmann Park at 3rd Street and Wheeler Avenue. Scope details include removal of existing street lighting units, removal of existing sidewalk for boring and foundation work, construction of Historical Street Lighting Units (foundations, poles and luminaries) and replacement of concrete sidewalk, and

WHEREAS, the LPA desires that this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. ENH-40(60), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2011, attached as EXHIBIT "B" and made a part of this agreement.

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

SECTION 1. PURPOSE OF AGREEMENT

The LPA wishes to implement, plan, design, construct, operate, and maintain a Federal-aid transportation project on a street, highway, road or other transportation related facility under LPA's jurisdiction. The LPA and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project; instead, FHWA provides funding for the project through the State. The State, pursuant to Neb.Rev.Stat. §39-1305, will act under this agreement as a steward of federal funds and as a liaison between LPA and FHWA. 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. Under this agreement, the LPA shall continue to have all duties concerning any aspects of project management, planning, design, construction, operation and maintenance. Nothing in this agreement shall be construed to create any duty of the State to LPA concerning such matters. 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. 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.

SECTION 2. DEFINITIONS

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

“AASHTO” means American Association of State Highway and Transportation Officials.

“ADA” means the Americans with Disabilities Act.

“ASTM” means the American Society for Testing and Materials.

“CFDA” means Catalog of Federal Domestic Assistance.

“CFR” means the Code of Federal Regulations.

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

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

“FULL-TIME PUBLIC EMPLOYEE” means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

“FULLY QUALIFIED” means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified LPA “Responsible Charge” (RC's).

“LPA” means Local Public Agency sponsoring a federally funded transportation project and determined to be qualified to assume the administrative responsibilities for such projects by the State.

“LPD” means the Local Projects Division at Nebraska Department of Roads, in Lincoln, Nebraska.

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

Project No. ENH-40(60)
Control No. 42651
Grand Island 3rd & Wheeler
Historical Lighting Improvement

as long as required by law or agreement. 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, and the LPA shall pay or repay the State for all costs incurred by the State prior to the LPA notifying the State that it is discontinuing work on the project.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

The LPA must immediately and formally appoint an RC for this project according to or consistent with the following requirements:

- A. The LPA hereby designates Scott Gripenstroh as the RC for this project.
- B. Duties and Assurances of the LPA concerning its designated RC for this project.
 1. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks; it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
 2. The RC is a full-time employee or elected official of the LPA or of another entity as defined in "Public Employee" above.
 3. The RC is fully qualified and has successfully completed required training to serve as an RC.
 4. The LPA shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
 5. The LPA shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
 6. The LPA shall provide necessary office space, materials and administrative support for the RC.
 7. The LPA shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
 8. The LPA shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and

policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.

9. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.

10. The LPA shall comply with the conflict-of-interest requirements of 23 CFR 1.33 and 49 CFR 18.36(b)(3) as described elsewhere in this agreement.

11. If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. The State will require the LPA to sign a supplemental agreement designating the replacement RC.

12. 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 meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a 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.

C. The LPA understands that the following are the duties of the RC:

1. Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA.
2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.

3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.
4. Ensure that funds have been authorized by FHWA, in writing, prior to doing work in any phase that the LPA expects to be reimbursed with Federal funds.
5. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
6. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been 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 (reference Neb. Rev. Stat. §81-3445).
7. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
8. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
9. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
10. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings and hearings.
11. Keep the State informed of all project issues.
12. Arrange preconstruction conference.
13. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
14. Be trained in the use of Trans*Port Site Manager if the LPA is providing the construction engineering services.
15. Prepare contractor change orders.
16. Notify the State when consultant services agreements need to be supplemented.
17. Properly serve as the LPA's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.

18. Ensure that proper construction management processes have been developed and implemented for the project.
19. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
20. Attend all required training including the annual LPA RC workshop.
21. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.
22. Review and approve Professional Services invoices in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>.

SECTION 5. FEDERAL AID

The LPA understands and agrees that the LPA, its RC, agents, and Contractor have the sole duty of proper prosecution of the project, in accordance with the approved plans, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

Because the LPA is to receive Federal Funds for any part of this project, the LPA shall perform the services for all phases of work, including, but not limited to preliminary engineering, environmental studies, acquisition of Right-of-Way, construction, construction engineering, etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work may become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the LPA shall coordinate with the State's Local Projects Division Section Engineer for direction and assistance concerning funding requirements to ensure that all upcoming project work will be accomplished according to Federal procedures and requirements. It is the responsibility of the LPA/RC to verify with documented evidence that federal funding authorization was obtained prior to beginning any new phase of project work.

SECTION 6. FEDERAL APPROVAL

The State, on behalf of the LPA agrees to present the project to the FHWA for its approval, if necessary. This project has been designated as a full oversight project.

Federal approval for proceeding with the project must be obtained by the LPA at the beginning of each of the following phases of the project:

1. Preliminary Engineering and NEPA

2. Right of Way
3. Utilities
4. Construction Engineering
5. Construction

Before each new work phase begins, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued. Before providing services covered in any original and/or supplemental services agreement, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued.

SECTION 7. LPA GUIDELINES

The LPA agrees to conform to the requirements of the LPA Guidelines Manual throughout all phases of this project. In the event the LPA believes that the LPA Guidelines Manual doesn't address clearly 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.

SECTION 8. OMB CIRCULAR A-133 AUDIT

The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The LPA shall have its finance officer or auditor, review the situation to determine what the LPA must do to comply with this federal mandate. If an A-133 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).

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: ENH-40(60)

If an A-133 Audit is performed, the LPA shall provide a copy of the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

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SECTION 9. TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING

The LPA is responsible for submitting for payment only those costs that are eligible for Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for payment. Upon request from the State, the LPA will produce all cost records detailing the basis for all costs incurred on the project. The total cost of the project which includes: preliminary engineering, final design, right-of-way, nonbetterment utility rehabilitation, construction, construction engineering, and LPA and State eligible expenses (as outlined below) is currently estimated to be \$189,540. The LPA's share of all actual eligible costs which is estimated to be \$37,908. The State agrees to use the LPA's Federal Funds for the actual eligible costs of the improvement which is estimated to be \$151,632. Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower.

LPA Incurred Oversight Costs:

Project initiation and oversight costs incurred by the LPA with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. Before the LPA can incur reimbursable costs, the LPA must receive pre-authorization in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>. Pre-authorized costs for project initiation, project oversight, and incurred

expenses such as railroad, utilities, and right-of-way, must be invoiced to the State in accordance with the LPA Reimbursement Procedures and this agreement. The LPA may request reimbursement of their eligible actual costs by submitting an invoice to the State, no more than monthly. The State will reimburse the LPA for the Federal share of the eligible actual costs.

LPA Incurred Professional Services:

Professional services provided by the LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by the LPA, associated costs, and method of reimbursement. **Any**

Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

Professional Consultant Services:

Upon execution of any professional consultant services agreement for this project, the State may invoice the LPA their share of the total agreement amount. The RC will review and approve any professional services invoices in accordance with the LPA Reimbursement

Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

Construction, Contingencies and Construction Engineering:

Upon award of the construction contract, the State will invoice the LPA their share of the construction contract plus contingencies and construction engineering, and any unbilled preliminary engineering expenses. The LPA shall pay the State within 30 calendar days of receipt of invoice from the State. The RC will review and approve any Construction Engineering invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

The criteria contained in Part 31 of the Federal Acquisition Regulations System

(48 CFR 31) will be applied to determine the allowability of costs incurred by the LPA under this agreement; to include any Professional Services agreements.

State Incurred Costs

Any project coordination and quality assurance review costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. The State at its discretion may invoice the LPA their share of these costs and the LPA shall make payment within 30 calendar days of receipt of invoice.

Final reimbursement requests must be made within 60 days after the LPA has filed a completed State DR Form 299 with the State. Any invoices submitted after the 60 calendar days 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. Refer to the AUDITS AND FINAL SETTLEMENT section of this agreement for additional information.

SECTION 10. LPA FINANCIAL RESPONSIBILITY

The LPA's share of the total project cost will be all costs not paid for by Federal Funds.

The LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the LPA where Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, where the Federal government refuses 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, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

SECTION 11. SCHEDULE

The LPA shall provide the State with current project schedules, submittal dates and critical milestone dates. The LPA shall notify and keep the State informed on all project issues.

SECTION 12. PROCUREMENT OF PROFESSIONAL SERVICES

If a Consultant is to be selected to provide professional services for the project (preliminary engineering, construction engineering), the method of procurement and evaluation must follow all guidelines and requirements outlined in the LPA Guidelines Manual. For funding eligibility, the State will review and approve the Request for Proposals prior to advertising. To maintain Federal-aid eligibility for the project, the selected Consultant must be a State Certified Consultant.

SECTION 13. PRELIMINARY ENGINEERING

The Parties agree that preliminary engineering, which includes project design, plan development, environmental studies and final design, will be accomplished by the LPA or a State Certified Consultant selected by the LPA. Preliminary engineering costs are estimated to be \$20,866. The scope of professional services to be provided by the selected Consultant must be negotiated by the LPA and outlined in a Professional Services Agreement and executed by the LPA and Consultant. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any PE work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.** The State will pay the Consultant directly. The Consultant and LPA shall invoice the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement

The LPA, with State technical advice when requested, agrees to perform or caused to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. All plans, specifications, and estimates must be presented to the State for funding approval to ensure adherence to Federal Standards. The LPA or its Consultant shall design the project according to the current State of Nebraska Standard Specifications for Highway Construction, the American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities and the Designing Sidewalks and Trails for Access Part II or II: Best Practices Design Guide, the Americans with Disabilities Act (ADA)

Accessibility Guidelines and the LPA Guidelines Manual for Federal-aid projects. Any deviations from the above must be approved by the State prior to preparation of plans.

In addition, the LPA agrees to present the project plans and specifications to the Nebraska State Historical Society for review and to provide the State with copies of all correspondence and communications resulting from such review. The LPA and State agree to enter into a Supplemental Agreement, if necessary, should the Nebraska State Historical Society's review request or recommend any additional work or changes to this project.

Professional Performance:

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and their 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 their consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and their 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.

SECTION 14. ENVIRONMENTAL RESPONSIBILITY

The LPA shall be responsible to complete any federally required environmental reviews, actions, commitments, and documents for this project, and receive approval by the State and the FHWA **prior** to proceeding with appraising property, acquiring any right-of-way, or final design for the project.

The LPA agrees to acquire any or all permits necessary to accomplish the project.

When it is determined that public involvement is a federal requirement for the project, the LPA shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing/meeting is required, the LPA may contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the LPA of the proper procedures and policies for conducting the hearing, or to answer any questions.

SECTION 15. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 16. UTILITIES

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Any utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-aid Highway Policy Guide, 23 CFR 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 a State approved Utility Accommodation Policy. In order to receive Federal-aid for this improvement, the LPA shall follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between the LPA and the Utility will need to be executed by both parties and approved by the State, and Notice to Proceed will be given by the State to the LPA, prior to beginning the utility work being done. The State's standard utility agreement (State Template AGR167) must be used; a copy of this agreement can be obtained from the LPD Project Coordinator.

Any local project work within a State Highway right-of-way requires an approval in the form of a letter of authorization or a permit from the State. The LPA shall contact the State's District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the nonbetterment portion of utility rehabilitation costs will be reimbursed for facilities occupying private property.

Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the LPA and State. Should this project necessitate the nonbetterment rehabilitation of any municipally and/or privately owned and operated utilities, the parties hereto agree to enter into a separate agreement (State Template AGR167) to provide for the preliminary engineering, construction and construction engineering of the nonbetterment utilities and the reimbursement to the City by the State for the costs of the rehabilitation of municipally and/or privately owned and operated utilities. Said agreement shall be entered into and approved prior to utility work beginning.

SECTION 17. RIGHT-OF-WAY

The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act. The LPA shall comply with the Uniform Act, and the State's Right-of-Way Acquisition guide for LPA's.

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 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals and acquisition, the LPA shall submit to the Local Projects Division Project Coordinator Right-of-Way plans, legal descriptions and an estimate for review and approval for federal funding. If acceptable for funding, the State will issue the LPA a Notice-to-Proceed with the Right-of-Way work phase.

Prior to proceeding with the construction phase, the LPA shall present to the State a Right-of-Way Certificate that certifies the LPA has complied with the Uniform Act requirements and that the project is ready for construction. The State will allow the construction phase of the project to begin, if the documentation submitted by the LPA supports the Right-of-Way Certificate and if all other Right-of-Way requirements have been met.

The LPA shall assure the State, and certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with FHWA guidelines will be or has been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

Any eligible actual Right-of-Way costs incurred by the LPA shall be billed to the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

SECTION 18. RIGHT-OF-WAY ENCROACHMENTS

The LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. Also, the LPA agrees to keep the old and new Right-of-Way free of future encroachments, except those specifically authorized by permit.

The LPA must have all encroachments cleared from the Right-of-Way before requesting a Right-of-Way Certificate and must attest to said clearance.

SECTION 19. LAND CORNERS

The LPA shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 20. SPECIAL ASSESSMENTS

Prior to initiating a special assessment on a federal aid project, the LPA shall notify the NDOR LPD-PC of their proposed assessment. If a special assessment is levied as part of a Federal-aid project, it shall be conducted as described in the NDOR Right of Way manual, which, as of October 2010, is in the process of being revised on this issue. See the revised NDOR Right of Way manual language below.

The LPA is required to provide the four points of documentation to the LPD-PC. They are also required to follow all the terms of the Uniform Act in the acquisition of right of way for a Federal-aid project.

Revised NDOR Right of Way Manual language:

"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 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.

SECTION 21. LETTING

At the request of FHWA, the State, on behalf of the LPA, will hold a bid letting for this project. The State agrees to receive and review all plans, specifications, estimates and surveys of the LPA and to advertise and conduct a bid letting for this project. The State will recommend the selection of low bidders and the awarding of a contract or contracts which shall be concurred in by the LPA, and the construction contract shall be signed by the LPA.

The LPA shall submit the final plans package (100 percent plans, specifications, engineers' estimate, status of utilities, environmental permits, right-of-way certificate and contract bidding documents) to the State's Local Projects Division Project Coordinator for review when the package is complete. The State will review the submitted items and proceed with advertising the project for bids when appropriate. The LPA is solely responsible for the accuracy and completeness of the plans and bidding documents. The selection of low bidders and awarding of a contract or contracts must be concurred in by the LPA prior to State award. The LPA will sign the contract and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

SECTION 22. CONTRACTOR PAYMENTS

All project contractor construction costs will be paid directly to the contractor by the State, on behalf of the LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port Site Manager Software**. The RC or Consultant must be trained by the State in the use of **Trans*Port Site Manager Software**. Any progress and final invoices approved by the LPA or RC shall be submitted to the State Representative for funding approval and processed for payment.

SECTION 23. CONSTRUCTION ENGINEERING

The LPA will be solely responsible for all construction engineering on this project. The Parties agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by LPA forces or a State Certified Consultant selected in accordance with the LPA Guidelines

Manual. Prior to the selected Consultant providing any construction engineering services, the scope of services and associated costs must be negotiated by the LPA and outlined in a Professional Services Agreement executed by the Consultant and the LPA. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any construction engineering services performed prior to execution of said agreement, Federal authorization and receipt of a written Notice to Proceed will not be eligible for Federal funding.**

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, the Quality Assurance Program for Construction, and the State Standard Methods of Tests or applicable AASHTO or ASTM procedures and as outlined in the Professional Services Agreement.

The LPA shall provide adequate quality control, construction administration on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory.

In all cases, the LPA is solely responsible for inspecting the project, performing quality assurance, and insuring that the project is constructed in compliance with this contract, plans, specifications, scope of work, regulations, statutes, etc. The State Representative will evaluate the LPA's work solely for federal funding eligibility.

SECTION 24. PROJECT COMPLETION

Upon project completion, the LPA shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The LPA by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the LPA. The LPA shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project meets federal program requirements. If the State District Construction Representative determines the project, meets federal program requirements the State District Construction Representative will sign the DR Form 299 and send it to the State District Engineer for signature. The State District Engineer will forward the form to the State's

Local Projects Division Section Engineer for signing, project closeout and final payment. If the State District Construction Representative determines the project does not meet federal program requirements, the State District Construction Representative will notify the LPA's RC in writing of what needs to be done to bring the project into compliance before the State District Construction Representative will sign the DR Form 299 and recommend the project is ready for closeout. The LPA shall contact the State's District Engineer for State District Construction Representative assignment. It is understood that any time spent by the State Representative on this project will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in this agreement.

Upon project completion and final review, the LPA shall send one set of "As-Built" plans to the State's Local Projects Section Engineer and one set to the State's District Engineer.

SECTION 25. AUDIT AND FINAL SETTLEMENT

Final settlement cannot be made between the State and the LPA until the LPA has filed a completed State DR Form 299 with the State, and both the LPA and the State have signed it.

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. The amount of the final settlement between the State and the LPA will be the calculated LPA's share of the total eligible project costs less the total local funds paid to the State by the LPA.

If the LPA's share of the eligible project costs is more than the local funds paid to the State, the State will bill the LPA an amount up to the LPA's share of the eligible project costs. The LPA agrees to reimburse the State for any overpayments discovered by the State within thirty (30) days of receipt.

If the LPA's share of the eligible project costs is less than the local funds paid to the State, the State will reimburse the LPA an amount up to the LPA's share of the eligible project costs.

SECTION 26. CHANGES TO LPA ROUTES

Changes to the LPA routes which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward it to the Local Projects Division Project Coordinator for final approval.

SECTION 27. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

The LPA will release and hold harmless the State and the FHWA and will ensure the continued maintenance and protection of the property after the project is completed. This will include appropriate measures to protect the site and structure against willful damage or vandalism; handling and placement of any recovered data and material as prescribed in the Secretary of the Interior's Standards for Archeology and Historic Preservation; and assumption of costs associated with the continued maintenance and repair of the property to preserve the architectural, historic, and/or archeological integrity of the property.

The LPA agrees that no visual or structural alterations will be made to the property without prior written permission of the State. The LPA further agrees that the State shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

These provisions shall be incorporated into a separate preservation covenant on the property for a required term of 25 years and the LPA shall encumber the title of the property with this covenant running with the land, in favor of and legally enforceable by the State. The covenant shall be signed by all signatories prior to project letting.

The LPA shall also be responsible for any required environmental commitments and monitoring after the construction of the project.

SECTION 28. TRAFFIC CONTROL

The LPA shall be responsible for all traffic control along the project, and on project related detours, before, during and after construction. Traffic control must conform to the Manual on Uniform Traffic Control Devices. By requesting financial settlement of the project the LPA certifies that all traffic control devices on the finished project have been properly completed or installed.

SECTION 29. 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 agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or 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.dor.state.ne.us/gov-aff/tpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

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.dor.state.ne.us/gov-aff/tpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall notify, or be required to notify, the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants 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 sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 30. DRUG FREE WORKPLACE

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

SECTION 31. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final cost settlement under this agreement; 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.

SECTION 32. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 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 DISCRIMINATION CLAUSES Section of this agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 33. 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.

SECTION 34. 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(1)(b)) 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 35. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. 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. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. 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, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 36. TITLE VI NONDISCRIMINATION CLAUSES

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

(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.

- (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, 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.
- (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, 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.
- (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.
- (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.
- (6) Incorporation of Provisions: The LPA shall 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 LPA shall take such action with respect to any subcontract or procurement

as the State or the 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, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 37. REPRESENTATIONS

This agreement contains the entire agreement of the LPA and State. No representations were made or relied upon by LPA or State other than those that are expressly set forth herein. No agent, employee or other representative of LPA or State is empowered to alter any of the terms in this agreement unless done in writing and signed by an authorized officer of the LPA and State.

SECTION 38. ACKNOWLEDGEMENTS

The LPA agrees to acknowledge federal and state funding with proper signage such as recognition plaques on buildings or markers on trails. The funding acknowledgement shall state, "This project made possible through funds provided by the Nebraska Department of Roads Transportation Enhancement Program and the Federal Highway Administration." This statement shall also be incorporated into all press releases, web sites and printed information about the project.

IN WITNESS WHEREOF, the LPA and State hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this _____ day of _____, 2011

WITNESS:
RaNaë Edwards

CITY OF GRAND ISLAND
Jay Vavricek

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2011.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Division Engineer

RECOMMENDED:
Wesley Wahlgren

District 4 Engineer



Exhibit "A"

RESOLUTION 2011-126

WHEREAS, the City of Grand Island Public Works Department prepared a Project Programming Request to the Nebraska Department of Roads for the 3rd Street and Wheeler Avenue Downtown Historical Lighting Project; and

WHEREAS, such request was approved by the Nebraska Department of Roads on June 22, 2009; and

WHEREAS, the total project cost is currently estimated at \$189,540, with \$37,908 being the responsibility of the Downtown Business Improvement District through funding awarded by the Community Redevelopment Authority in March 2011; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the 3rd Street and Wheeler Avenue Downtown Historical Lighting Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 19, 2011 | ☐ City Attorney |



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G10

#2011-127 - Approving Designating No Parking on Portions of Elm Street, Sycamore Street, Eddy Street and Wheeler Avenue

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 24, 2011

Subject: Approving Designating No Parking on portions of Elm Street, Sycamore Street, Eddy Street and Wheeler Avenue

Item #'s: G-10

Presenter(s): John Collins, Public Works Director

Background

Council action is required to designate No Parking on any Public street. Designation of No Parking areas is being considered for the following locations.

- Elm Street along both east and west sides from the south Union Pacific Railroad (UPRR) mainline track to 125' south. See Exhibit "A."
- Sycamore Street along the narrow roadways adjacent to the Sycamore Street/UPRR underpass from Third Street to Fourth Street. See Exhibit "B."
- Eddy Street along the narrow roadways adjacent to the Eddy Street/UPRR underpass from North Front Street to Fourth Street. See Exhibit "C."
- Wheeler Avenue, on the west side of the street, from the Veterans Affairs Medical Center Building #5 entrance at 2324 N. Wheeler to 214' south at the property line. See Exhibit "D." The No Parking designation at this location shall be from the hours of 8:00 AM to 4:30 PM.

The request for No Parking at the Elm Street location originated from the City Fire Administration. After the Elm Street/UPRR Crossing is closed, the entire width of the roadway south of the crossing will need to be free of vehicles to allow Fire Emergency equipment the ability to turn around quickly.

The proposed No Parking designation on Elm Street will not go in effect until after the Elm Street/UPRR crossing is closed.

The request for No Parking at the Sycamore Street and Eddy Street locations originated from the City Fire Administration. The roadways adjacent to the UPRR underpasses are narrow. Any parked vehicles in these streets make access for Fire Emergency equipment, to businesses adjacent to Sycamore Street from Third Street to Fourth Street, and Eddy Street from North Front to Fourth Street, difficult or impossible.

The request for No Parking at the Wheeler Avenue location originated from officials at the Veterans Affairs Medical Center. The Medical Center has received numerous complaints from patients, visitors, vendors and staff on the lack of visibility for on-coming traffic when exiting the facilities on to Wheeler Avenue. Residents in the neighborhood also expressed frustration with the lack of visibility at a December 9, 2010 Town Hall meeting.

Discussion

The Engineering Division of the Public Works Department reviewed traffic flows and safety at the proposed locations. The No Parking designations will improve safety and traffic flow. Public Works recommends the designation of No Parking at the following locations :

- Elm Street along both east and west sides from the south UPRR mainline track to 125' south.
- Sycamore Street along the narrow roadways adjacent to the Sycamore Street/UPRR underpass from Third Street to Fourth Street.
- Eddy Street along the narrow roadways adjacent to the Eddy Street/UPRR underpass from North Front Street to Fourth Street.
- Wheeler Avenue, on the west side of the street, from the Veterans Affairs Medical Center Building #5 entrance at 2324 N. Wheeler to 214' south at the property line. See Exhibit "C." This No Parking designation shall be from the hours of 8:00 AM to 4:30 PM.

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 resolution designating No Parking on portions of Elm Street, Sycamore Street, Eddy Street and Wheeler Avenue.

Sample Motion

Move to approve the resolution designating No Parking on portions of Elm Street, Sycamore Street, Eddy Street and Wheeler Avenue.

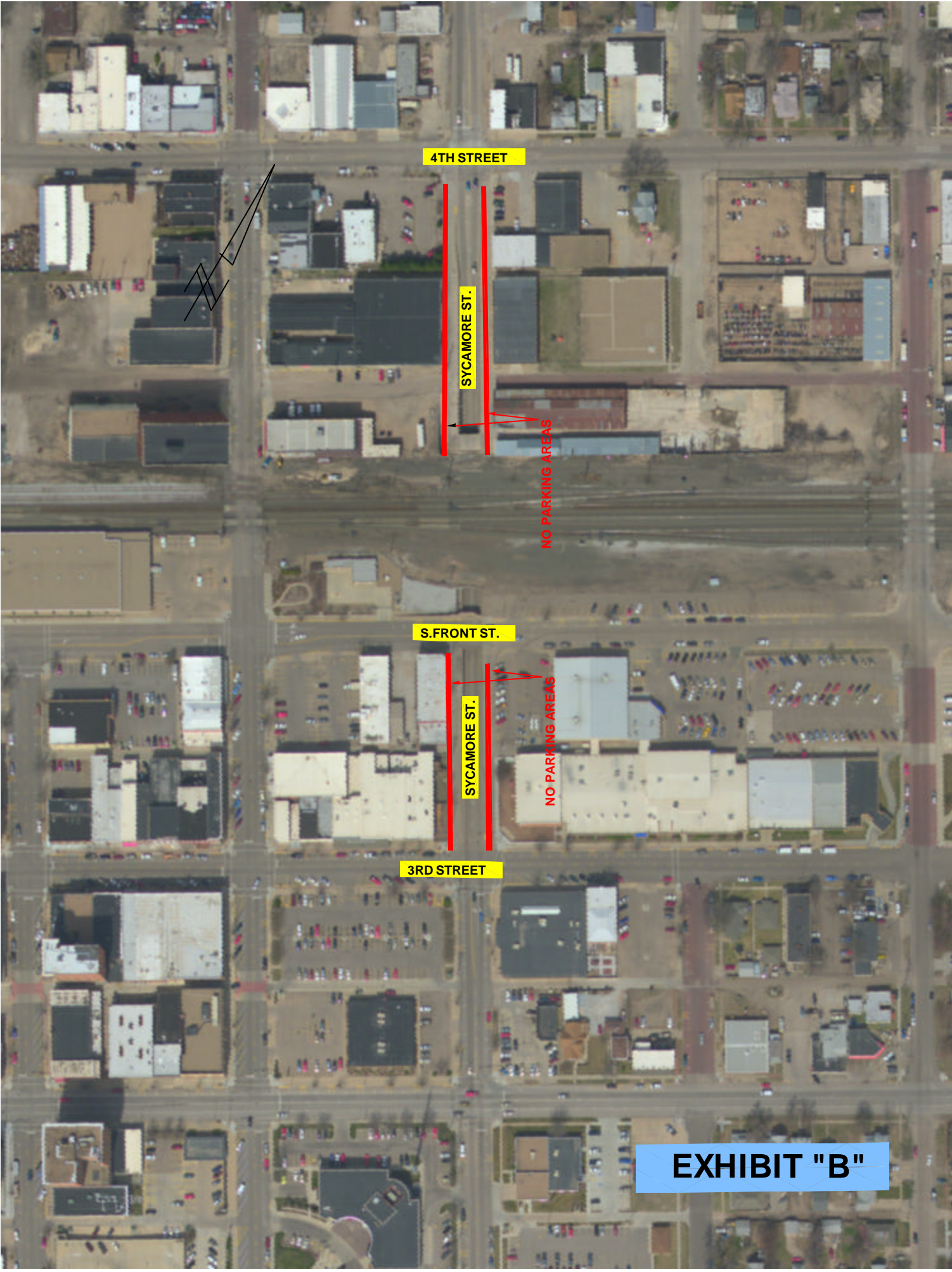
4TH STREET

ELM STREET

125' NO PARKING
BOTH SIDES

3RD STREET

EXHIBIT "A"



4TH STREET

SYCAMORE ST.

NO PARKING AREAS

S.FRONT ST.

SYCAMORE ST.

NO PARKING AREAS

3RD STREET

EXHIBIT "B"



4TH STREET

EDDY STREET

N. FRONT ST.

NO PARKING AREAS

EXHIBIT "C"



CAPITAL AVE

214' NO PARKING
8:00 A.M. TO 4:30 P.M.

23 RD STREET

WHEELER ST.

EXHIBIT "D"

No Parking Designation Review

Locations on Elm Street, Eddy Street, Sycamore Street and Wheeler Avenue

Proposed Location

Elm Street along both east and west sides from the south Union Pacific Railroad (UPRR) mainline track to 125' south

Discussion

- This location is zoned Heavy Business. The abutting properties are commercial and retail.
- The width of Elm Street is 51'.
- The existing parking on the east side of the street appears to be frequently used by an employee of the adjacent business.
- The full width of the street will be needed to allow Fire Emergency equipment to turn around after the Elm Street/UPRR crossing is closed.
- There is adequate parking available to the local businesses south of this location.

Impact

The impact for customer parking is insignificant. The local business may have to provide another parking location for its employee.

Benefit

The benefit for access for Fire Emergency access is significant.

Recommendation

Designate 24 Hour No Parking as proposed after the Elm Street/UPRR crossing is closed.

Proposed Location

Eddy Street along the narrow roadways adjacent to the Eddy Street/UPRR underpass from North Front Street to Fourth Street

Discussion

- This location is zoned Mixed Use Manufacturing and General Business. The abutting properties are commercial, retail and residential.
- The roadways are only 18.5' wide from the underpass wall curb to the back of the street curb.
- Parking on the narrow roadways occurs infrequently.
- Access is difficult due to the narrowness of the streets.
- There is off-street parking available to the local businesses. There is off-street parking available for the residence. Parking is available along North Front Street.

Impact

The impact for customer and residential parking is insignificant.

Benefit

The benefit for Fire Emergency access is significant. The benefit for traffic flow is significant.

Recommendation

Designate 24 Hour No Parking as proposed.

Proposed Location

Sycamore Street along the narrow roadways adjacent to the Sycamore Street/UPRR underpass from Third Street to Fourth Street

Discussion

- This location is zoned Mixed Use Manufacturing and Heavy Business. The abutting properties are restaurant, commercial and retail.
- The roadways are only 18' wide from the underpass wall curb to the back of the street curb.
- Parking on the narrow roadways occurs infrequently.
- Access is difficult due to the narrowness of the streets.
- There is off-street parking available to the local businesses. Parking is available along Fourth Street, South Front Street and Third Street.
- There is a tenant of an apartment near Third Street who is currently parking on the west narrow roadway.

Impact

The impact for customer parking is insignificant due to availability of nearby parking. Tenant parking will not be available on Sycamore Street.

Benefit

The benefit for Fire Emergency access is significant. The benefit for traffic flow is significant.

Recommendation

Designate 24 Hour No Parking as proposed.

Proposed Location

Wheeler Avenue, on the west side of the street, from the Veterans Affairs Medical Center Building #5 entrance at 2324 N. Wheeler to 214' south at the property line.

Discussion

- The abutting property is the VA Medical Center. Wheeler Avenue is in a primarily residential neighborhood.
- Parking by employees of the VA Medical Center at this location occurs frequently during the hours of 8:00 AM to 4:30 PM. This causes significant sight obstruction at the driveway to the VA Medical Center.
- Parking for six vehicles will be removed with the proposed no parking designation.
- Adequate parking is available along Wheeler Avenue and West 23rd Street.

Impact

The impact for employee, patient and residential parking is not significant due to availability of nearby parking.

Benefit

The benefit for improved sight clearance for motorists exiting the VA Medical Center is significant. This designation will also benefit traffic flow.

Recommendation

Designate No Parking as proposed during the hours of 8:00 AM to 4:30 PM.

Review completed by Scott Griepenstroh on April 4, 2011

RESOLUTION 2011-127

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, entirely prohibit or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, the Public Works Department is requesting that No Parking be allowed along the following city streets:

- On Elm Street, from the south Union Pacific Railroad mainline track to 125' south, to go in effect after the Elm Street/Union Pacific Railroad crossing is closed;
- On Sycamore Street along the narrow roadways adjacent to the Sycamore Street Union Pacific Railroad underpass from Third Street to Fourth Street;
- On Eddy Street along the narrow roadways adjacent to the Eddy Street/Union Pacific Railroad underpass from North Front Street to Fourth Street;
- On the west side of Wheeler Avenue, from the Veterans Affairs Medical Center Building #5 entrance at 2324 N. Wheeler Avenue to 214' south at the Medical Center property line, from the hours of 8:00 AM to 4:30 PM;

WHEREAS, it is recommended that such restricted parking request be approved.

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

1. A No Parking Zone is hereby designated along the following sections:
 - On Elm Street, from the south Union Pacific Railroad mainline track to 125' south to go in effect after the Elm Street/Union Pacific Railroad crossing is closed;
 - On Sycamore Street along the narrow roadways adjacent to the Sycamore Street/Union Pacific Railroad underpass from Third Street to Fourth Street;
 - On Eddy Street along the narrow roadways adjacent to the Eddy Street/Union Pacific Railroad underpass from North Front Street to Fourth Street;
 - On the west side of Wheeler Avenue, from the Veterans Affairs Medical Center Building #5 entrance at 2324 N. Wheeler Avenue to 214' south at the Medical Center property line, from the hours of 8:00 AM to 4:30 PM;
2. The City's Street Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G11

**#2011-128 - Approving Supplemental Agreement No. 2 with
Schemmer Associates for Engineering Consulting Services for the
Walk to Walnut Project**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 24, 2011

Subject: Approving Supplemental Agreement No. 2 with Schemmer Associates for Engineering Consulting Services for the Walk to Walnut Project

Item #'s: G-11

Presenter(s): John Collins, Public Works Director

Background

The Walk to Walnut project will realign the main driveway to Walnut Middle School to match up with the intersection of 15th Street and Custer Avenue and install a traffic signal. The project is mostly funded with Safe Routes to School (SRTS) funds authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users Act (SAFETEA-LU) that are administered by the Nebraska Department of Roads (NDOR). The project will make it safer for children crossing Custer Avenue and encourage more walking and biking to school. The federal aid funding cap for individual SRTS projects is \$250,000.

On May 27, 2008, the City Council approved a Professional Services Agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell and Associates, L.L.C. of Grand Island, Nebraska as a Sub-consultant. The original agreement was for a total of \$33,388.05.

On December 2, 2008, the City Council approved Amendment No. 1 for \$11,135.46. Supplemental Agreement No. 1 provided for additional engineering services to address impacts to resources developed with Land and Water Conservation Fund (LWCF) funds, as per Section 6(f) of the Land and Water Conservation Fund Act of 1965. The detention cell land where the main driveway will be relocated was purchased and developed using LWCF funds, and the land that is being converted by the project has to be replaced.

Discussion

During delays due to the effort to address Section 6(f) impacts, NDOR's policies and procedures for Federal Aid Transportation projects were considerably changed due to

increased oversight. Additional requirements for environmental clearance and documentation, and the requirement for the project to be bid through the NDOR letting system were not provided for in the original agreement or Supplemental Agreement No. 1 for Engineering Services with Schemmer Associates.

A scope of services was prepared by Schemmer Associates for these additional requirements. Public Works negotiated the hours and the final cost for Supplemental Agreement No. 2. The scope of services for this amendment includes the following items.

- Possible additional public outreach effort for Section 4(f) and Section 6(f) impacts
- Wetlands Determination as required by NDOR to investigate potential impacts to Nebraska Department of Environmental Quality “state jurisdictional waters.”
- Consultation with the State Historical Preservation Officer (SHPO Clearance)
- Complete updated Categorical Exclusion Documentation Form (environmental clearance)
- Preparation of an Environmental Commitments Document (Green Sheet)
- Environmental Review of Replacement Land for Section 6(f) impacted land
- Conversion of existing plans to NDOR Construction Specifications

The work covered by Supplemental Agreement No. 2 will be performed based on actual costs with a maximum of \$26,785.81, for a revised contract total of \$71,309.32.

| | |
|--------------------------------|--------------------|
| Original Agreement | \$33,388.05 |
| Amendment No. 1 | \$11,135.46 |
| Amendment No. 2 | \$26,785.81 |
| Total Revised Agreement | \$71,309.32 |

The original estimate for all costs for this project was \$271,944, with \$22,940 funded by in kind donations (landscaping and irrigation) and a cash match from Grand Island Public Schools. The maximum preliminary engineering expenses to be funded with SRTS funds, as per the Program Agreement, is \$21,756. All costs exceeding the \$21,756 limit are to be funded by the City of Grand Island.

Preliminary Engineering and Environmental Clearance work will resume after Supplemental Agreement No. 2 is approved. Construction is anticipated to be completed in 2012.

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 Supplemental Agreement No. 2 to the Agreement for Preliminary Engineering Consulting Services for the Safe Routes To Schools Walk to Walnut Project.

Sample Motion

Move to approve Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT #2

CITY OF GRAND ISLAND
THE SCHEMMER ASSOCIATES, INC.
PROJECT NO. SRTS-40(57)
CONTROL NO. 42521
GRAND ISLAND WALNUT MIDDLE SCHOOL PROJECT
PRELIMINARY ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and The Schemmer Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into an Engineering Agreement executed by the Consultant on May 22, 2008 and executed by the LPA on June 2, 2008, hereinafter referred to as the "Original Agreement" providing for the preparation of plans and specifications, and a supplemental agreement executed by the Consultant on November 21, 2008 and executed by the LPA on December 2, 2008, hereinafter referred to as "Supplemental Agreement No. 1", providing for additional environmental services for Project No. SRTS-40(57), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement and Supplemental No. 1 be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for additional environmental review services and coordination and review of PSE submittal and conversion to NDOR construction specifications necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the designation of Project No. SRTS-40(57), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2011, attached and identified as EXHIBIT "A" and made a part of this agreement, and

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

SECTION 1. The LPA will issue the Consultant a written Notice-to-Proceed upon full execution of this agreement. Any additional work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional work stipulated in the Professional Fee Summary which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 4 of the Original Agreement and Supplement No. 1 are hereby amended and the fixed-fee-for-profit is increased from \$4,031.85 to \$6,820.54, an

increase of \$2,788.69. Actual costs are increased from \$40,491.66 to \$64,488.78, an increase of \$23,997.12. The total agreement amount is increased from \$44,523.51 to \$71,309.32, an increase of \$26,785.81 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement on Project No. SRTS-40(57), executed by the LPA on May 22, 2008 and executed by the Consultant on June 2, 2008 and Supplemental Agreement No. 1 executed by the LPA on November 21, 2008 and executed by the Consultant on December 2, 2008 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this _____ day of _____, 2011.

THE SCHEMMER ASSOCIATES, INC.
Steve Kathol

Principal

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public

EXECUTED by the LPA this _____ day of _____, 2011.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2011.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Professional Fee Summary Sheet

Project Name: Walk to Walnut-Safe Routes to School Project

Project Number: SRTS-40(57), C.N. 42521

Agreement Type: Actual Cost

Labor

| Name & Title | Hours | Actual Rate/Hr. | Cost | Total |
|---------------------------------------|------------------------|-----------------|------------|-------------|
| Steve Kathol, Principal-in-Charge | 4 | \$54.47 | \$217.88 | |
| Doug Holle, Project Manager | 69 | \$45.16 | \$3,116.04 | |
| Doug Holle, Designer | 28 | \$45.16 | \$1,264.48 | |
| Mark Luyeharms, Traffic Engineer | 6 | \$45.68 | \$274.08 | |
| Marie Stamm, Environmental Specialist | 56 | \$35.14 | \$1,967.84 | |
| Terry Nocita, Engineering Technician | 40 | \$20.36 | \$814.40 | |
| Megan Stamer, Administration Support | 11 | \$14.25 | \$156.75 | |
| | 214 Subtotal | | \$7,811.47 | |
| Direct Labor Subtotal | | | | \$7,811.47 |
| Overhead @ 180% | | | | \$14,060.65 |
| | | | | |
| Sub-Total Labor & Overhead | | | | \$21,872.12 |
| Profit: 12.75% of Subtotal | | | | \$2,788.69 |
| | | | | |
| Total Labor, Overhead & Profit | | | | \$24,660.81 |
| | | | | |
| Sub-Consultants | | | | |
| Surveying (Rockwell and Associates) | | | \$0.00 | |
| Wetland Delineation (TBA) | | | \$1,900.00 | |
| | | | | |
| Subtotal | | | \$1,900.00 | \$1,900.00 |
| | | | | |
| Reimbursable Expenses | | | | |
| Printing (11 x 17 sheets) | @ \$ Each | | \$0.00 | |
| Printing (24 x 36 s | 30 @ 1.50 Each | | \$45.00 | |
| Postage | 1 L.S. @ \$50 | | \$50.00 | |
| Mileage | 250 Mile @ \$0.52/Mile | | \$130.00 | |
| | | | | |
| Subtotal | | | | \$225.00 |

TOTAL ESTIMATED PROFESSIONAL FEES

\$26,785.81

5/6/2011

Exhibit "B"

Amendment #2

Client: City of Grand Island

Project: **Walk to Walnut-Safe Routes to School Project**

Project Number SRTS-40(57), C.N. 42521

TSA Project No. 5583001

Date 3/21/2014

[illegible]

THE SCHEMMER ASSOCIATES INC.
LISTING OF HOURLY RATES

| EMPLOYEE CLASSIFICATION | AVG. RATE | |
|--|-----------|----------|
| PRINCIPAL Steve Kathol | \$ 54.47 | \$ 54.47 |
| PROJECT MANAGER Doug Holle | \$ 45.16 | \$ 45.16 |
| DESIGNER Doug Holle | \$ 45.16 | \$ 45.16 |
| TRAFFIC ENGINEER Mark Lutjenhams | \$ 45.68 | \$ 45.68 |
| ENVIRONMENTAL SPECIALIST Marie Stamm | \$35.14 | \$35.14 |
| ENGINEERING TECHNICIAN Terry Nocita | \$20.36 | \$20.36 |
| ADMINISTRATION SUPPORT Megan Starnier | \$14.25 | \$14.25 |

RESOLUTION 2011-128

WHEREAS, on May 27, 2008, by Resolution 2008-147, the City Council of the City of Grand Island approved an agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant, in the amount of \$33,388.05, to perform design services for the Safe Routes to Schools Walk to Walnut Project; and

WHEREAS, on December 2, 2008, by Resolution 2008-340, the City Council for the City of Grand Island approved Supplemental Agreement No. 1, in the amount of \$11,135.46, to the original agreement for consulting services to address impacts to resources developed with Land and Water Conservation funds as per Section 6(f) of the Land and Water Conservation Fund Act of 1965; and

WHEREAS, it is necessary to amend the agreement for consulting services to address increased requirements for documenting and resolving environmental impacts and to convert existing plans to comply with Nebraska Department of Roads Construction Specifications; and

WHEREAS, costs of the additional services shall not exceed \$26,785.81; with a total consulting service cost of \$71,309.32.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 19, 2011 | ☐ City Attorney |



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item I1

#2011-129 - Consideration of Request from Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street for a Class “C” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-129

WHEREAS, an application was filed by Alfredo Zamora-Gomez doing business as Las Vegas Bar & Grill, 316 East 2nd Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 14, 2011; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on May 24, 2011 for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 19, 2011 | ☐ City Attorney |



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item I2

#2011-130 - Consideration of Responding to a Request for Proposal (RFP) from the State of Nebraska for Office Lease of the One Stop Building

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: May 24, 2011

Subject: Approving Submittal of Lease Proposal to State of Nebraska Department of Administrative Services, State Building Division for Office Space at 1306 West 3rd Street

Item #'s: I-2

Presenter(s): Craig Lewis, Building Department Director

Background

The State of Nebraska Department of Administrative Services Building Division has issued a request for proposals for the purpose of leasing 3,693 (+/-) square feet of general office and storage space within the City of Grand Island.

The City has submitted a proposed lease for the property at 1306 W. 3rd Street on April 15, 2011 in response to direction from the City Council at the January 25, 2011 meeting during the discussion to amend the existing lease agreement. No response to the lease agreement submitted has been received.

It appears the State is seeking alternatives to the current lease and site.

Discussion

It appears appropriate to submit an additional proposal for the existing building as the new request for proposal specifies several items not included in the lease already submitted. This request needs to include all utility and services cost of the facility. The lease proposed in April maintained the current agreement that the state pay for all of the utility cost as well as custodial, lawncare and snow removal. Additionally, the April lease was for a month to month lease with the anticipation that the building may be sold in the near future, the new request is for a long term lease of 6 years.

To submit a proposal to the State's request for proposal for a lease of office space City Council approval is requested.

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 motion to direct City staff to submit a proposal to the State's request for proposal for lease office space in the City of Grand Island.

Sample Motion

Motion to approve City staff submitting a proposal to the State of Nebraska for leasing office space at the building at 1306 W. 3rd Street.

Administrative Services/State Building Division

REQUEST FOR PROPOSAL FOR LEASING REAL PROPERTY



CONTRACT NO: RFP 65111223

TO BE OPENED: June 1, 2011

DATE:

SBD CONTACT: Paula Sedlacek, Lease Coordinator

This form is part of the Request for Proposal for Leasing Real Property package. All bidders are notified of any changes to proposal instructions or specifications by an addendum which is also part of the specification package.

INSTRUCTIONS TO BIDDER – READ CAREFULLY

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH ALL REQUIREMENTS.

1. READ ALL FORMS CAREFULLY BEFORE BIDDING AND DOUBLE CHECK FIGURES.
2. RETURN THIS REQUEST FOR PROPOSAL AND THE LEASE PROPOSAL FORM IN THE ENCLOSED ENVELOPE; OVERSIZED ENCLOSURES SHALL BE SUBMITTED SEPARATELY, EACH TO BE IDENTIFIED WITH THIS CONTRACT NO.
3. ALL PROPOSALS SUBJECT TO CONDITIONS ON REVERSE SIDE.
4. DRUG FREE WORKPLACE POLICY MUST BE FILED WITH STATE MATERIEL DIVISION PRIOR TO OPENING DATE AND TIME OR SUBMITTED WITH THIS PROPOSAL.
5. PROPOSALS MUST BE IN INK OR TYPEWRITTEN AND MANUALLY SIGNED, ON THIS FORM TO BE VALID. SIGNATURE MUST BE BY A REPRESENTATIVE, NOT A COMPANY NAME.
6. PAYMENT WILL BE MADE ACCORDING TO LEASE AGREEMENT.
7. EXCEPTIONS MUST BE CLEARLY STATED AND EXPLAINED.
8. FAX BIDS MAY BE ACCEPTED ON PROPOSALS WITH PRIOR APPROVAL.

The State of Nebraska reserves the right to accept or reject any or all proposals, wholly or in part, to make awards in a manner deemed in the best interest of the State.

REQUEST FOR PROPOSAL

Sealed proposals, subject to the conditions attached and on the reverse hereof, will be received until above listed proposal opening date and at that time will be publicly opened and read for furnishing the following described real estate to the State of Nebraska in accordance with this Request for Proposal and the specifications and terms and conditions attached hereto. ABSOLUTELY NO LATE PROPOSALS WILL BE ACCEPTED.

SCOPE OF SERVICE

The State of Nebraska is requesting sealed proposals for the purpose of leasing 3,693 square feet of general office space for a State agency in Grand Island, Nebraska.

Proposals **must** be identified as "CA 65111223" and **must** be received in the office of the State Building Division, Attn: Paula Sedlacek, Leasing Coordinator, The Executive Building, Suite 500, 521 S 14th St, Lincoln, NE 68508-2707 no later than **4 PM, (Lincoln Local Time), June 1, 2011** at which time they will be publicly opened in the office of the State Building Division, The Executive Building, Suite 500, 521 S 14th St, Lincoln, NE. Proposals shall be valid for a period of 45 days from opening date.

Attendance at a pre-proposal meeting to be held at The Executive Building, 521 S 14th St, Lincoln, NE in the 5th Floor Conference Room at **2:00 PM on May 25, 2011** is **not mandatory** for all interested vendors.

All questions relative to the Request for Proposal should be directed to: Paula Sedlacek, Leasing Coordinator, State Building Division, The Executive Building, PO Box 98940, Lincoln, NE 68509-8940 or (402) 471-3191 or email to paula.sedlacek@nebraska.gov. All questions addressed and answered will be forwarded to all known interested vendors.

BE SURE TO CAREFULLY READ THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS; THEN COMPLETE AND SUBMIT ALL DOCUMENTS REQUIRED.

We propose to furnish a bond, as required by the Standard Conditions, in the amount of the contract awarded us, if requested.

FIRM:

SIGNATURE: _____

DATE:

PHONE NO: _____

STREET:

CITY, STATE, ZIP

TYPED NAME & TITLE OF AUTHORIZED REP:

EMAIL:

STANDARD CONDITIONS AND TERMS OF LEASING REAL PROPERTY SOLICITATION AND OFFER

SCOPE

These standard conditions and terms of Request for Proposal and acceptance apply in like force to this inquiry and to any subsequent lease resulting from the Request for Proposal.

COLLUSIVE BIDDING

The bidder's signature on this proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the best offer available.

SPECIFICATIONS

Bidders may submit an alternate proposal and shall state in detail where the alternate proposal differs from the specifications. In the absence of any state deviation, or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable for such proposal.

BID INFORMATION

Request for Proposal: Bidder is responsible for retaining a copy of the Request for Proposal, Leasing Proposal form and these terms. If not bidding, return form with explanation for reason for "No Proposal" response.

Proposal Opening: Notes may be taken at the public reading of the proposal at the specified time and date of the opening or a personal inspection may be made of the proposals at any time after being opened. Proposal documents may not be removed from the State Building Division.

A summary of an awarded proposal may be obtained in person or by written request to the State Building Division. A written request must identify the agency and proposal number, and include a self-addressed stamped envelope. The State Building Division will not be responsible for any insufficient postage amounts charged the bidder on bid tabulation mailings.

Late Proposals: Proposals received after the date and time of the proposal opening will be considered late bids. Late bids will be returned to the bidder unopened. The State Building Division is not responsible for late or lost proposals or requests due to mail service inadequacies, traffic or other similar reasons.

AWARD

Leases based on competitive proposals will be awarded according to the provisions of specifications, pricing and/or evaluation criteria. The State reserves the right to reject any or all proposals, wholly or in part, to waive any technicality in any proposal, to make awards in a manner deemed in the best interest of the State.

A resident bidder shall be allowed a preference against a nonresident for a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible proposal from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

PERFORMANCE AND DEFAULT

The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska, and their subcontractors, from discrimination against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, condition or privileges of employment because of race, color, religion, sex, disability, or national origin.

The bidder's signature to this Proposal 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 contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

EXECUTION

Drug Policy: Proposals will only be accepted from bidders who have a Drug-Free Workplace policy filed with State of Nebraska, Administrative Services, Materiel Division. Bidders may submit a policy with their proposal if such policy is not on file.

The Bidders Proposal form must be signed in ink by the bidder and all pricing quotations must be typewritten or in ink. Erasures and alternations must be initialed by the bidder in ink. Faxed copies of the bid will be accepted only if they fully comply with all other conditions in the Request for Proposal. No telephone or voice proposals will be accepted.

Failure to comply with these provisions may result in the rejection of the proposal.

RESOLUTION 2011-130

WHEREAS, the State of Nebraska Department of Administrative Services, State Building Division has issued a request for proposals for the purpose of leasing 3,693(+/-) square feet of general office and storage space within the City of Grand Island, NE., and

WHEREAS, the City of Grand Island owns the building at 1306 W. 3rd Street and currently has a lease agreement with the State which will expire on June 30, 2011; and

WHEREAS, the terms of a new lease agreement submitted to the State on April 15, 2011 have not been accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff is authorized to submit a proposal for the request for proposal issued by the State of Nebraska for office and storage space in the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of May 11, 2011 through May 24, 2011

The Claims for the period of May 11, 2011 through May 24, 2011 for a total amount of \$2,479,390.60. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item X1

Update Concerning Union Negotiations

The City Council may vote to go into Executive Session as required by State law to discuss AFSCME, IAFF, FOP, IBEW (Utilities) (Finance) (WWTP) and (Service/Clerical) Union Negotiations for the protection of the public interest.

Staff Contact: Brenda Sutherland