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# City of Grand Island



**Tuesday, January 12, 2016**  
**Council Session Packet**

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**City Council:**

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

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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

### **Call to Order**

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

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

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**Invocation - Retired Pastor Gene Arnold, Abundant Life Christian Center,  
3411 West Faidley Avenue**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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



# **City of Grand Island**

**Tuesday, January 12, 2016**

**Council Session**

## **Item G-1**

### **Approving Minutes of December 22, 2015 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 22, 2015

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on December 22, 2015. Notice of the meeting was given in *The Grand Island Independent* on December 16, 2015.

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

Mayor Jensen introduced Community Youth Council member

INVOCATION was given by Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue followed by the PLEDGE OF ALLEGIANCE.

Jackson Richling, CYC member was present at the meeting. Jackson is a sophomore at Heartland Lutheran and is the son of Doug and Pam Richling. Jackson is a member of the speech team and Quiz Bowl. He is planning a career in the computer field and volunteers at CHI St. Francis Medical Center.

PUBLIC HEARINGS:

Public Hearing on Request to Rezone Property Located at 1325 E. Airport Road from TA Transitional Agriculture to M2 Heavy Manufacturing (Larry & Faye Zmek). Regional Planning Director Chad Nabity reported that a request had been received from Larry & Faye Zmek to rezone approximately 12 acres of land south of Airport Road and east of St. Paul Road from TA Transitional Agriculture to M2 Heavy Manufacturing. The property is was formerly a rendering plant. Staff recommended approval.

Ron Depue, 308 N Locust, spoke in-favor of the rezone proposal.

Public Hearing on Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Sinha]. Public Works Director John Collins reported that a permanent easement was needed from Deepak and Suhita Sinha in the amount of \$1,020.00 for Sanitary Sewer District 2 extension south along US Highway 281 to Interstate 80. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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



#9569 - Consideration of Request to Rezone Property Located at 1325 E. Airport Road from TA Transitional Agriculture to M2 Heavy Manufacturing (Larry & Faye Zmek)  
#9570 – Consideration of Proposed Changes to the Salary Ordinance

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

#9569 - Consideration of Request to Rezone Property Located at 1325 E. Airport Road from TA Transitional Agriculture to M2 Heavy Manufacturing (Larry & Faye Zmek)

Motion by Haase, second by Nickerson to approve Ordinance #9569.

City Clerk: Ordinance #9569 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 #9569 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9569 is declared to be lawfully adopted upon publication as required by law.

#9570 – Consideration of Proposed Changes to the Salary Ordinance

Human Resources Director Aaron Schmid reported that on January 1, 2016, the Nebraska minimum wage would increase from the current \$8.00 per hour to \$9.00 per hour. Also included in this Ordinance was to rename the Building and Planning Secretary positions to Administrative Assistants.

Motion by Donaldson, second by Paulick to approve Ordinance #9570.

City Clerk: Ordinance #9570 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 #9570 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9570 is declared to be lawfully adopted upon publication as required by law.

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

Councilmember Stelk abstained from items G-11 and G-12.

Approving Minutes of December 8, 2015 City Council Regular Meeting.

Approving Councilmember Appointments to Boards and Commissions.

Approving Re-Appointments of Denise Kozel, Kent Sundberg, Brady Blauhorn, Terry Klanecky, Kurt Griess, and Craig Lewis to the Electrical Board.

Approving Re-Appointments of Loran Peterson, Greg Geis, Mike McElroy, Mike Myers, Todd Bredthauer, Tom O'Neill, Russ Shaw, and Craig Lewis to the Mechanical Examining Board.

Approving Re-Appointments of Verne Penas, Mike Bailey, Jennifer Herman, and David Scoggins to the Plumbers Examining Board.

Approving Appointment of Ralph Bradley to the Law Enforcement Co-Location Committee.

Approving Liquor Manager Designation for Steven Roker, 4821 Bear Creek Road, Lincoln, NE for Walgreens #12538, 1230 N. Webb Road and Walgreens #03467, 1515 West 2nd Street.

#2015-341 - Approving Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Sinha].

#2015-342 - Approving Corrected Compensation Amount for Temporary Construction Easement for Hall County Sanitary Sewer District 2 (SID 2) [Bosselman Oil, Inc.] in the Amount of \$5,610.00.

#2015-343 - Approving Second Contract Renewal of Annual Pavement Markings 2014 for the Streets Division of the Public Works Department with Straight-Line Striping, Inc. of Grand Island, NE in an Amount of \$77,918.00.

#2015-344 - Approving Agreement with General Collection Co., Inc. of Grand Island, NE for Ambulance Collections Services.

#2015-345 - Approving Agreement with Credit Management Services, Inc. of Grand Island, NE for Utility Collections Services.

#### REQUEST AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #19 (Mark Otto – Premier Home Sales) to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that Mark Otto had a study done for approximately 11.94 acres of property in southeast Grand Island located north of U.S. Highway 34 and east of Locust Street. Staff recommended approval.

Ron Depue, 308 N Locust, spoke in-favor of the study.

Motion by Haase, second by Donaldson to approve forwarding Blighted and Substandard Area #19 to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2015-346 - Consideration of Appointment of Renae Griffiths as Finance Director/City Treasurer. Mayor Jensen recommended the appointment of Renae Griffiths as Finance Director/City Treasurer.

Motion by Haase, second by Paulick to approve Resolution #2015-346. Upon roll call vote, all voted aye. Motion adopted.

#2015-347 - Consideration of Resolution for Proposed Ballot Measure for Food and Beverage Tax. City Administrator Marlan Ferguson reported that proposed ballot measure would be included in the May 10, 2016 primary election for the continuation and expansion of the existing 1 1/2% tax on all food and beverage. The expansion of the tax includes the sale of all food and beverages presently subject to sales tax including alcohol, along with food and non-alcoholic beverages.

Motion by Stelk, second by Nickerson to approve Resolution #2015-347. Upon roll call vote, all voted aye. Motion adopted.

#2015-348 - Consideration of Resolution to Transfer the Veterans Home Property from the State of Nebraska to the City of Grand Island. City Administrator Marlan Ferguson reported that the proposal allows the State to execute a Quitclaim Deed for the portion of the Veterans Home real estate presently used for agricultural and recreational purposes along with the Veterans Cemetery. The approval will also serve as the City's formal commitment to the transfer of ownership of the Veterans Home and allow both State and City officials to begin working on necessary details to accomplish the complete transfer sometime in the next several years.

Mayor Jensen also clarified that the reacquisition of the property has been the priority; the redevelopment of the property is the next phase of the process.

Motion by Donaldson, second by Haase to approve Resolution #2015-348. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Hehnke to approve the Claims for the period of December 9, 2015 through December 22, 2015, for a total amount of \$6,151,954.26. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:04 p.m.

Nicki Stoltenberg  
Assistant to the City Administrator



# **City of Grand Island**

**Tuesday, January 12, 2016**

**Council Session**

## **Item G-2**

### **Approving Minutes of December 29, 2015 City Council Special Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

December 29, 2015

Pursuant to due call and notice thereof, a Special 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 December 29, 2015. Notice of the meeting was given in *The Grand Island Independent* on December 23, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 5:30 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Linna Dee Donaldson and Julie Hehnke were absent. The following City Officials were present: City Administrator Marlan Ferguson, Assistant to the City Administrator Nicki Stoltenberg, Interim Finance Director William Clingman, Assistant City Attorney Stacy Nonhof, and Public Works Director John Collins.

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

ORDINANCES:

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

#9568 - Consideration of Administrative Fees for Individual Fire Pension Accounts

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

Councilmember Hehnke arrived at 7:10 p.m.

#9568 - Consideration of Administrative Fees for Individual Fire Pension Accounts

Motion by Stelk, second by Minton to approve Ordinance #9568.

City Clerk: Ordinance #9568 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Stelk, Jones, Hehnke, Fitzke, Minton, and Steele voted aye. Councilmembers Haase and Paulick noted no. Motion adopted.

City Clerk: Ordinance #9568 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Stelk, Jones, Hehnke, Fitzke, Minton, and Steele voted aye. Councilmembers Haase and Paulick noted no. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9568 is declared to be lawfully adopted upon publication as required by law.

PAYMENT OF CLAIMS:

Motion by Hehnke, second by Paulick to approve the claims for the period of December 23, 2015 through December 29, 2015, for a total amount of \$1,171,545.95. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 5:56 p.m.

Nicki Stoltenberg  
Assistant to the City Administrator



# **City of Grand Island**

**Tuesday, January 12, 2016**

**Council Session**

## **Item G-3**

### **#2016-1 - Approving Blight and Substandard Area Designation for Downtown Improvement District**

**Staff Contact: Charley Falmlen**

# **Council Agenda Memo**

**From:** Charley Falmlen, Community Development Division

**Meeting:** January 12, 2016

**Subject:** Approving Blight and Substandard Area Designation for Downtown Improvement District

**Presenter(s):** Charley Falmlen, Community Development

## **Background**

In June 2013 the State of Nebraska Department of Economic Development awarded a \$350,000.00 Community Development Block Grant (CDBG) to the City of Grand Island for Downtown Revitalization. The grant contract end date is currently April 1, 2016.

The State of Nebraska enforces the U.S. Department of Housing and Urban Development's CDBG National Objectives, which are designed to ensure CDBG funds are used in a manner that benefits low to moderate income individuals. The City of Grand Island has received CDBG funds, and is therefore subject to the requirements of the National Objectives, as identified in our CDBG Application.

One method of complying with said National Objectives is to spend CDBG funds within an area that has been declared Blight or Substandard, thereby benefiting the low to moderate income residents of the area, or low to moderate income individuals that make use of the area. National Objects require the area which is receiving the benefit of CDBG funds, to be re-designated every 10 years, to ensure the population affected by the benefit is still identifiable as low to moderate income individuals.

The previous Blight and Substandard Designation is dated December 15, 2000. Nebraska law does not require review of, or re-designation of, redevelopment areas after their initial approval.

## **Discussion**

City administration is requesting Council approval for a re-designation of Blight and Substandard Area 1 including the Downtown Improvement district. By doing so, Council is stating that the projects which are a part of and in the Downtown Business Improvement District, such as the Kaufmann-Cummings Plaza Renovation, and The



Revitalization Fund, will help eliminate, reduce and prevent blighted and substandard conditions in the area providing a benefit to low to moderate income individuals.

### **Alternatives**

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

1. Move to approve the Blight and Substandard Re-designation
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 Blight and Substandard Re-designation for the Downtown Business Improvement District.

### **Sample Motion**

Move to approve the Blight and Substandard Re-Designation and authorize the Mayor to sign all appropriate documents.

RESOLUTION 2016-1

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) contract amendment through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development offers a CDBG Economic Development Grant for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, a grant was awarded for improvements in the Downtown Business Improvement District for the amount of \$350,000.00; and

WHEREAS, the Nebraska Department of Economic Development presently requires CDBG projects to review designation of Blighted and Substandard Area status every 10 years; and

WHEREAS, the Downtown Business Improvement District last received Blighted and Substandard designation on December 15, 2000 with the approval of Redevelopment Area 1; and

WHEREAS, City Council approval is required to re-designate an area Blighted and Substandard.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to re-designate the Redevelopment Area 1 including the Downtown Business Improvement District as Blighted and Substandard for the purposes of using Community Development Block Grant fund and meet the requirements of Nebraska Department of Economic Development according to the Downtown Revitalization Grant and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2016	☐ City Attorney



# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item G-4

**#2016-2 - Approving Change Order No. 1 for The Chocolate Bar –  
Banquet Hall**

Staff Contact: Charley Falmlen

# **Council Agenda Memo**

**From:** Charley Falmlen, Community Development Division

**Meeting:** January 12, 2016

**Subject:** Approving Change Order No. 1 for The Chocolate Bar – Banquet Hall

**Presenter(s):** Charley Falmlen, Community Development

## **Background**

The City Council awarded the bid, in the amount of \$151,700.00 for The Chocolate Bar – Banquet Hall, to Fox Construction of Grand Island, Nebraska on September 22, 2015 via Resolution No. 2015-265.

Any changes to the contract require council approval.

## **Discussion**

The reason for the time extension request is a replacement of one of the originally scheduled sub-contractors. The originally scheduled sub-contractor was unable to fulfill the requirements, and therefore a new sub-contractor was obtained. The original finish date for the project was December 4, 2015 and it is being extended to March 11, 2016.

There will not be any contract amount increase with this change order.

## **Alternatives**

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

1. Move to approve Change Order #1 for The Chocolate Bar – Banquet Hall
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve extending the completion date to March 11, 2016, as noted in Change Order No. 1.

## **Sample Motion**

Move to approve Change Order No. 1 for The Chocolate Bar – Banquet Hall.

## RESOLUTION 2016-2

WHEREAS, on September 22, 2015, by Resolution No. 2015-265, City Council approved the bid of Fox Construction of Grand Island, Nebraska in the amount of \$151,700.00 for The Chocolate Bar – Banquet Hall as part of the CDBG Revitalization Fund; and

WHEREAS, Community Development Division staff has worked closely with Fox Construction and acknowledges the changes in sub-contractors has delayed the progression of the project; and

WHEREAS, an extension from December 4, 2015 to March 11, 2016 is necessary in order to complete the project; and

WHEREAS, there will not be any contract amount increase with such time extension; and

WHEREAS, the Community Development Division supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Fox Construction of Grand Island, Nebraska to provide the requested time extension for The Chocolate Bar – Banquet Hall

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2016	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 12, 2016**

**Council Session**

## **Item G-5**

**#2016-3 - Approving Certificates of Final Completion for Water  
Main District 467T - Engleman Road - Old Potash Highway, South  
1/2 Mile**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** January 12, 2016

**Subject:** Water Main District 467T – Engleman Road from Old Potash Highway, South ½ Mile

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Water Main District 467T is part of the Utilities Department's Master Plan and extends a new City water main along Engleman Road from Old Potash Highway, South for one-half (1/2) mile.

The construction is the first phase to complete the westerly loop of the water system. The project will provide for future development and fire protection for this portion of the City. A subsequent phase will eventually extend the line to Stolley Park Road and complete the loop of this section.

## **Discussion**

Water Main District 467T was constructed as a connection fee district. This is the City's standard method for installing large diameter "trunk" mains in section line roads and provides for the City to be reimbursed for the related project costs when an adjacent property receives municipal service. The associated fees are not collected until the user connects to (taps) the main.

Attached for reference are copies of:

- The Engineer's Certificates of Final Completion for Water Main District 467T
- Tabulation of connection fees for the properties within the district
- The district's boundary plat
- A site map of the area

## **Alternatives**

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

1. Move to approve

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

### **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Water Main District 467T and sit as a Board of Equalization on February 9, 2016, to establish the connection fees for the properties within the district.

### **Sample Motion**

Move to accept the Certificate of Final Completion for Water Main District 467T – Engleman Road from Old Potash Highway, South ½ mile, and sit as a Board of Equalization on February 9, 2016, to establish the connection fees for the properties within the district.



# INTEROFFICE MEMORANDUM



*Working Together for a  
Better Tomorrow. Today.*

**DATE:** January 12, 2016  
**TO:** Mayor Jensen and City Council Members  
**FROM:** Tim Luchsinger, Utilities Director  
**SUBJECT:** Water Main District 467T

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This memo is to certify that Water Main District 467T located along Engleman Road from Old Potash Highway, south ½ mile, in the City of Grand Island, Hall County, Nebraska, has been fully completed.

All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main district has been placed in service.

It is recommended that a Board of Equalization be set for February 9, 2016 to determine the benefits and connection fees for the properties within the boundaries of Water Main District 467T.

A handwritten signature in black ink, appearing to read "T. Luchsinger", is written over a horizontal line.



Timothy Luchsinger, Utilities Director

cc: Ranae Griffiths, Finance Director  
John Collins, Public Works Director  
Tom Barnes, Civil Engineering Manager, Utilities  
Ruben Sanchez, Water Superintendent  
Yolanda Rayburn, Sr. Accounting Clerk

**ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

**WATER MAIN DISTRICT 467T**

The above referenced Water Main District was installed under a contract issued to Judds Brothers Construction Company of Lincoln, Nebraska. The work generally being located in Engleman Road from Old Potash Highway, south ½ mile, in the City of Grand Island, Hall County, Nebraska. The work on this project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.

  
Lynn M. Mayhew, P.E. WE 10661  


12/11/15  
Date

I hereby authorize Water Main District 467T to be incorporated into the City of Grand Island Water System.

  
Tim Luchsinger, Utilities Director

12-14-15  
Date

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

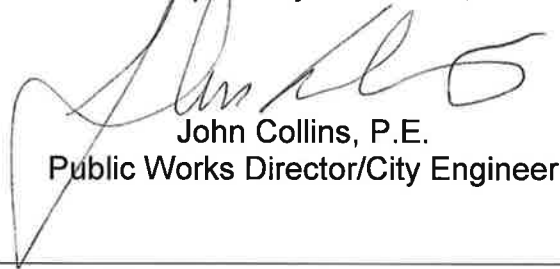
WATER MAIN DISTRICT NO. 467T

January 12, 2016

Water Main District No. 467T is located along Engleman Road from Old Potash Highway, south ½ mile. The work on this main, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provision in Section 16-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on February 9, 2016, to determine benefits and levy special assessments.

Respectfully Submitted,



John Collins, P.E.  
Public Works Director/City Engineer

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WATERMAIN DISTRICT NO. 467T

January 12, 2016

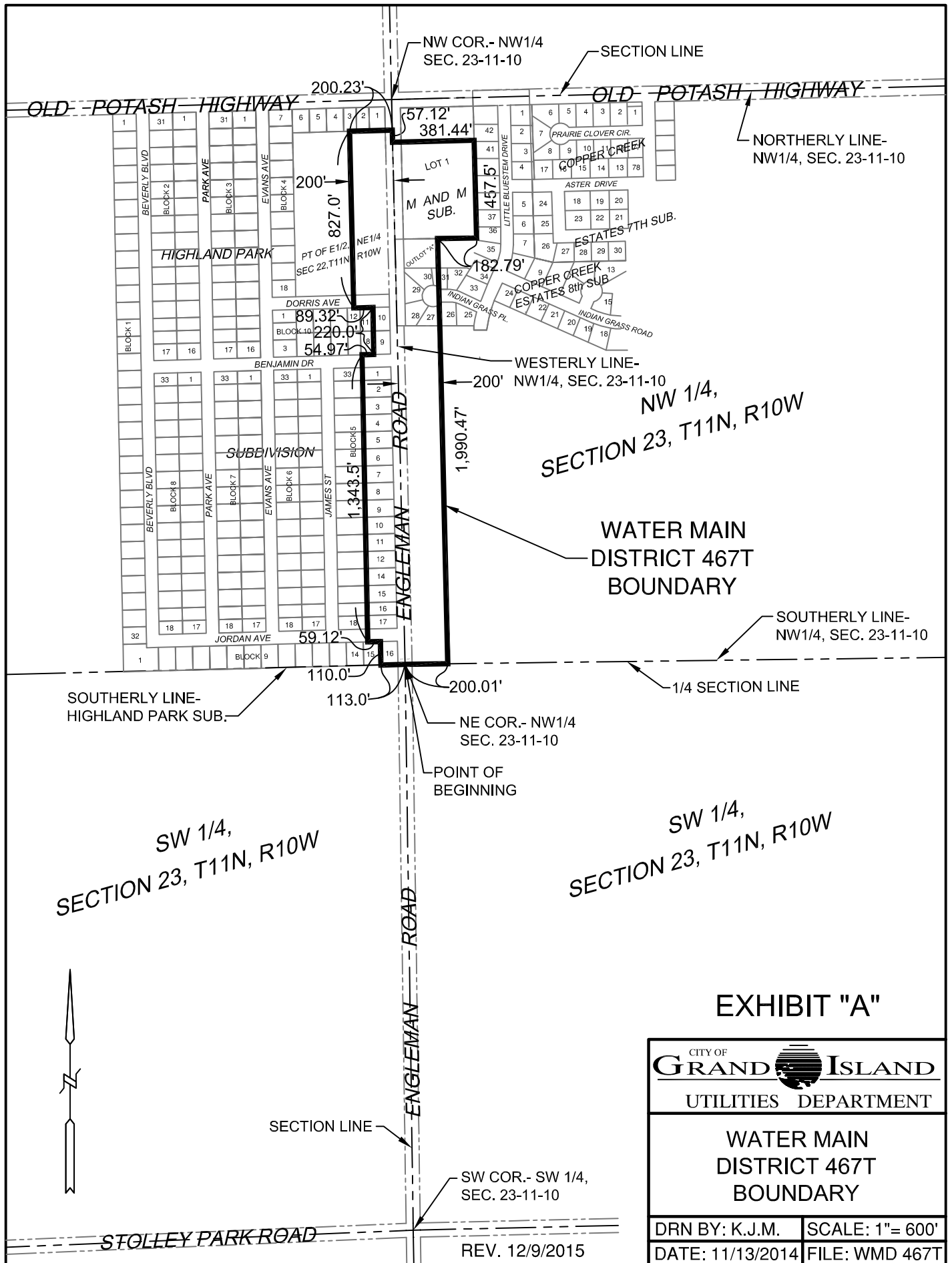
TO THE MEMBERS OF COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 467T be approved.

I further recommend that the City Council sit as Board of Equalization on February 9, 2016, to determine benefits and levy special assessments.

Respectfully Submitted,

Jeremy L. Jensen,  
Mayor



## EXHIBIT "A"

CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>WATER MAIN DISTRICT 467T BOUNDARY</b>	
DRN BY: K.J.M.	SCALE: 1"= 600'
DATE: 11/13/2014	FILE: WMD 467T

<u>Connection</u>	<u>Front</u>								<u>Owner</u>	<u>Owner</u>	<u>Owner</u>
<u>Fee \$</u>	<u>Footage (ft)</u>	<u>Parcel</u>	<u>Parcel Address</u>	<u>Lot</u>	<u>Block</u>	<u>Subdivision / Tract</u>	<u>Owner Name</u>	<u>Owner Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
\$22,045.29	457.50	400200937	4365 W. Old Potash Hwy	Part of 1		M and M Subdivision	Midland AG Services, Inc	1012 S. Shady Bend Rd	Grand Island	NE	68801
\$6,512.41	135.15	400200963	350 Little Bluestem Road	Part of Outlot "A"		Copper Creek Estates Eight Subdivision *	The Guarantee Group, LLC	P.O. Box 139	Grand Island	NE	68802
\$871.70	18.09	400200944	4368 Little Bluestem Circle	30		Copper Creek Estates Eight Subdivision	The Guarantee Group, LLC	P.O. Box 139	Grand Island	NE	68802
\$7,142.20	148.22	400200943	4370 Little Bluestem Circle	29		Copper Creek Estates Eight Subdivision	The Guarantee Group, LLC	P.O. Box 139	Grand Island	NE	68802
\$4,989.71	103.55	400200942	4369 Little Bluestem Circle	28		Copper Creek Estates Eight Subdivision	The Guarantee Group, LLC	P.O. Box 139	Grand Island	NE	68802
\$76,379.36	1,585.08	400200918	1045 S. Engleman Road	Part of		NW 1/4, Sec. 23,T11N, R10W *	The Guarantee Group, LLC	P.O. Box 139	Grand Island	NE	68802
\$36,958.99	767.00	400200783	112 S. Engleman Road	Part of		E1/2, NE1/4, Sec. 22,T11N, R10W *	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,744.09	77.70	400203227	4409 Old Potash Hwy	9	10	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,792.27	78.70	400203227	4409 Old Potash Hwy	10	10	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$2,891.19	60.00	400203227	4409 Old Potash Hwy	1	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	2	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	3	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	4	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	5	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	6	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	7	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	8	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	9	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	10	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	11	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	12	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	13	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	14	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	15	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$2,891.19	60.00	400203227	4409 Old Potash Hwy	16	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,071.88	63.75	400203227	4409 Old Potash Hwy	17	5	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
\$3,854.91	80.00	400203227	4409 Old Potash Hwy	16	9	Highland Park Subdivision	Shirley Klinginsmith	521 Sheridan Street	St. Paul	NE	68873
<b>\$229,113.93</b>	<b>4,754.74</b>	<b>Total Front Footage</b>									

**TOTAL DISTRICT COST**

\$298,219.90	Contract Amount
\$8,881.80	Engineering and Admin, WO WAT-C62
\$2,015.45	Engineering and Admin, WO ENG-C36
\$9,393.81	Engineering and Admin, WO 24538
\$7,380.00	Materials, WO 24538
\$1,265.18	Materials, PO # WAT261
<u>\$5,276.79</u>	Water Dept. Materials

**\$332,432.93 Total District Cost**

**\$103,319.00 City Cost**

**COSTS ELIGIBLE FOR CONNECTION FEES**

\$194,900.90	Contract Amount (based on 8" dia. main)
\$8,881.80	Engineering and Admin, WO WAT-C62
\$2,015.45	Engineering and Admin WO ENG-C36
\$9,393.81	Engineering and Admin WO 24538
\$7,380.00	Materials, WO 24538
\$1,265.18	Materials, PO # WAT261
<u>\$5,276.79</u>	Water Dept. Materials

**\$229,113.93 Total Cost Eligible for Connection Fees**

**\$48.1864270 Cost per Front Foot.**

**\* Detail Descriptions for Partial Tracts:**

<i>Part of Lot 1</i>	<i>M and M Subdivision</i>
	The southerly 457.5' of Lot 1 M and M Subdivision
	Hall County, Nebraska
<i>Pt of Outlot "A"</i>	<i>Copper Creek Estates Eight Subdivision</i>
	The westerly 160' of Outlot "A" Copper Creek Eight Subdivision
	In the City of Grand Island, Hall County, Nebraska.

<i>Part of the</i>	<i>NW 1/4, Sec. 23,T11N, R10W</i>
	The easterly 167' of the westerly 200' of the southerly 1,585.08'
	of the NW 1/4, Sec. 23,T11N, R10W
	Hall County, Nebraska
<i>Part of the</i>	<i>E1/2, NE1/4, Sec. 22,T11N, R10W</i>
	The westerly 167' of the easterly 200' of the southerly 767.0'
	of the northerly 910.0' of the E1/2, NE1/4, Sec. 22,T11N, R10W

## RESOLUTION 2016-3

WHEREAS, the City Engineer/Public Works Director and the Utilities Director for the City of Grand Island have issued a Certificate of Final Completion for Water Main District 467T certifying that Judd's Brothers Construction of Lincoln, Nebraska, under contract has completed the water main project according to the terms, conditions, and stipulations for such improvements; and

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

WHEREAS, the Mayor concurs with the recommendations of the City Engineer/Public Works Director and the Utilities Director.

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

- The City Engineer/Public Works Director's Certificate of Final Completion for Water Main District 467T is hereby confirmed.
- That the City Council will sit as a Board of Equalization on February 9, 2016, to determine benefits and set assessments for Water Main District 467T.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2016	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 12, 2016**

**Council Session**

## **Item G-6**

**#2016-4 - Approving the Certificate of Compliance with the  
Nebraska Department of Roads for Maintenance Agreement No.  
12; Calendar Year 2015**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** January 12, 2016

**Subject:** Approving the Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2015

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

## **Background**

The City of Grand Island and the Nebraska Department of Roads have had an agreement for the maintenance of state highways within the City limits dating back to 1970. Maintenance responsibilities for State highways within the corporate City limits are defined by state statute.

The Nebraska Department of Roads (NDOR) is responsible for the cost of the maintenance of the highway lanes through a community and the City is responsible for the cost of the maintenance of any highway widening including parking, additional thru lanes or left turn lanes. The statutes provide that the NDOR is to reimburse the City for work the City performs on NDOR's highway lanes.

## **Discussion**

The agreement requires the City to certify that it has completed the maintenance work required by the agreement for the 2015 calendar year.

The NDOR performs snow removal on NE Highway 2, US Highway 281, US Highway 34, and a portion of US Highway 30 from the west City limits to Johnstown Road. The City performs snow removal on US Highway 30 from Johnstown Road through town to the east City limits at Shady Bend Road. The City performs the surface maintenance on all state highways within the City limits. The net result of this exchange of services is a payment by the Nebraska Department of Roads to the City of Grand Island in the amount of \$35,672.00.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council pass a resolution authorizing the Mayor to sign the Certificate of Compliance.

## **Sample Motion**

Move to approve the Certificate of Compliance for Maintenance Agreement No. 12.



## Exhibit B

City of: GRAND ISLAND

Date: 11/4/15

### ☒ Surface Maintenance

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

Amount due the City for surface maintenance:

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

### ☒ Snow Removal

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

Amount due the State for snow removal:

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

### ☒ Other (*Explain*)

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

**EXHIBIT C  
CITY OF GRAND ISLAND**

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

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

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

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

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

RESOLUTION 2016-4

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, the City has complied with all surface maintenance work for the calendar year 2015 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the State will reimburse the City for maintenance work performed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has complied with the terms of Maintenance Agreement No. 12 for calendar year 2015; and the Mayor is hereby authorized and directed to execute the Certificate of Compliance for such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2016	☐ City Attorney



# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item G-7

**#2016-5 - Approving Purchase of a New ½ Ton, Four-Wheel Drive, Extended Cab Pick-up for the Streets Division of the Public Works Department**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** January 12, 2016

**Subject:** Approving Purchase of a New ½ Ton, Four-Wheel Drive, Extended Cab Pick-up for the Streets Division of the Public Works Department

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

## **Background**

The Streets Division of the Public Works Department has budgeted \$30,000 in 2015-2016 fiscal year for a new ½ Ton, Four-Wheel Drive, Extended Cab Pick-up. This vehicle will be the primary work truck for the traffic signal crew and will provide cab space to carry sensitive traffic signal components.

The new pick-up will be replacing Unit 206; a 2004 Chevrolet Silverado 1500 with approximately 91,500 miles and a repair cost to purchase price ratio of 1.50. This vehicle will first be offered to other divisions within the City and if no acceptance it will then be placed on the Police Department's next public auction.

## **Discussion**

The vehicle specifications awarded under State of Nebraska Contract No. 14366 OC to Sid Dillon of Wahoo, Nebraska meets all the requirements for the Streets Division. The purchase price of the 2016 Chevy Silverado 1500 extended cab with four-wheel drive under the State of Nebraska Contract will be \$28,384.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of a New ½ Ton, Four-Wheel Drive, Extended Cab Pick-up using the State of Nebraska Bid Contract No. 14336 OC awarded to Sid Dillon of Wahoo, Nebraska for a purchase price of \$28,384.00.

## **Sample Motion**

Move to approve the resolution.

RESOLUTION 2016-5

WHEREAS, the Streets Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2015/2016 fiscal year; and

WHEREAS, the State of Nebraska Contract No. 14366 OC meets all equipment specifications and all statutory bidding requirements; and

WHEREAS, the State of Nebraska awarded said contract to Sid Dillon of Wahoo, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for a New ½ Ton, Four-Wheel Drive, Extended Cab Pick-up in the amount of \$28,384.00 from Sid Dillon of Wahoo, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
January 8, 2016	▣ City Attorney





# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item G-8

**#2016-6 - Approving Certificate of Final Completion for Construction of the Headworks Improvements; Project No. WWTP-2013-1 Improvements – Wastewater Division**

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

# **Council Agenda Memo**

**From:** Marvin Strong PE, Wastewater Plant Engineer

**Meeting:** January 12, 2016

**Subject:** Certificate of Final Completion for Construction of the Headworks Improvements; Project No. WWTP-2013-1 Improvements – Wastewater Division

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

## **Background**

This project involved upgrades to several elements having experienced significant wear serving as the main entry of wastewater into the treatment plant, and to provide greater capacity and allow for growth and development in the City.

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri jointly developed bidding documents in March of 2013, entitled; Headworks Improvement, Project WWTP-2013-1. Improvements include construction of influent pumping, measuring, screening, and flow distribution equipment of influent sewage at the Wastewater Treatment Plant.

Garney Companies, Inc. of Gardner, Kansas was awarded a \$16,993,000.00 contract by the City Council on May 14, 2013 for construction of Headworks Improvements; Project No. WWTP-2013-1 at the Wastewater Treatment Plant. The City rejected a bid alternative of \$75,000.00 for Plant Interceptor Piping (Fiberglass Reinforced Polymer Mortar), which adjusted the contract amount to \$16,918,000.00.

A total of three (3) Change Orders were implemented to complete the work in a credit amount of \$97,826.00, which adjusted the final contract amount to \$16,820,174.00.

The new facilities came on-line sequentially between the months of February and May, 2015. Substantial completion was granted in July, 2015 by the recommendation of consulting engineer, Black & Veatch, with final completion awarded in October, 2015.

On August 12, 2015 a ribbon cutting ceremony was conducted at the Wastewater Facility.

Funding for this project was provided in multiple issues in bonds approved by the council in May 2013.

## **Discussion**

The project delivered a combination of coordinated alignments with sewage interceptor routing, interceptor rehabilitation and replacement that provided increased reliability and capacity in sanitary sewage serving the newly constructed facilities at the Wastewater Treatment Plant.

The Raw Wastewater Pump Station & Screening Building was constructed for the pumping equipment to lift incoming sewage flow to a higher elevation, allowing gravity conveyance thru the wastewater treatment plant. New screening was installed to collect and remove debris and material from the flow stream.

The Grit Removal System was upgraded with newer equipment and process technology. The new system collects and removes a higher amount of reducing overall wear and increasing the operating life of equipment.

The Raw Wastewater Pump Station & Screening and Grit Removal Systems will hydraulically accommodate Grand Island's growth through the year 2062.

All functions of the new facilities have been designed with odor reduction elements.

The project was completed in 814 calendar days, and under budget.

City Staff in conjunction with the designing engineer, Black & Veatch of Kansas City, Missouri have reviewed the completed work and has issued a certificate of final completion in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The project was completed at a total cost of \$19,892,895.10

## **Alternatives**

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

1. Move to approve a resolution authorizing the Certificate of Final Completion.
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 Council approve the Certificate of Final Completion of Headworks Improvements; Project No. WWTP-2013-1- Wastewater Division.

## **Sample Motion**

Move to approve the Certificate of Final Completion of Headworks Improvements; Project No. WWTP-2013-1- Wastewater Division.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

### TREATMENT PLANT PROJECT WWTP-2013-1 CONSTRUCTION OF HEADWORKS IMPROVEMENTS FOR WASTEWATER DIVISION

CITY OF GRAND ISLAND, NEBRASKA  
JANUARY 12, 2016

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

This is to certify that TREATMENT PLANT PROJECT WWTP-2013-1 CONSTRUCTION OF HEADWORKS IMPROVEMENTS FOR WASTEWATER DIVISION, has been fully completed by Garney Companies, Inc. of Kansas City, Missouri under contract dated June 17, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Director of Public Works in accordance with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

### TREATMENT PLANT PROJECT WWTP-2013-1 CONSTRUCTION OF HEADWORKS IMPROVEMENTS FOR WASTEWATER DIVISION

Construction of:

Garney Companies, Inc.	\$	16,918,000.00
Change Order No. 1	\$	-24,745.00
Change Order No. 2	\$	-42,498.00
Change Order No. 3	\$	-30,583.00
<b>TOTAL CONSTRUCTION COST</b>		<b>\$ 16,820,174.00</b>

### SUMMARY OF OTHER COST

Item No.	Description	Unit Price
1	Ace Hardware	\$ 221.33
2	Bob Stahla Moblie Home	\$ 10,624.25
3	Capital Business	\$ 2,049.00
4	City of GI Utilities	\$ 128,302.87
5	Dakota Hogback Automation	\$ 5,195.00
6	Eakes	\$ 4,393.95
7	Independent	\$ 154.55
8	Industrial Outfitter Inc.	\$ 239.98
9	Kuester Lake Inc.	\$ 18,777.67
10	Lake Davis Corp	\$ 2,909.57
11	Lee Hadenfeldt	\$ 6,000.00

12	Lordar Inc.	\$	1,813.81
13	Nunnenkamp Well	\$	3,500.00
14	OfficeNet	\$	472.08
15	Quill Corp	\$	581.45
15	Wells Fargo CC	\$	217.20

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<b>TOTAL OTHER COST</b>	\$	185,452.71
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SUMMARY OF ENGINEERING COST

Black & Veatch Corporation	\$	2,587,268.39
City of Grand Island, Public Works	\$	300,000.00

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<b>TOTAL ENGINEERING COST</b>	\$	2,887,268.39
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**TOTAL COST OF TREATMENT PLANT PROJECT WWTP-2013-1  
CONSTRUCTION OF HEADWORKS IMPROVEMENTS FOR  
WASTEWATER DIVISION** **\$ 19,892,895.10**

Respectfully submitted,

John Collins, P.E.  
Director of Public Works

-----  
January 12, 2016

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

I hereby recommend that the Engineer's Certificate of Final Completion for **TREATMENT PLANT PROJECT WWTP-2013-1 CONSTRUCTION OF HEADWORKS IMPROVEMENTS FOR WASTEWATER DIVISION** be approved

Respectfully submitted,

Jeremy L. Jensen  
Mayor

City of Grand Island, Nebraska  
Grand Island Wastewater Treatment Plant  
Headworks Improvements

B&V PN 175144  
B&V File 80.1905  
November 17, 2015

Mr. Marvin Strong  
City of Grand Island  
3013 East Swift Road  
Grand Island, Nebraska 68801

Subject: Request for Final Completion

Dear Marvin:

This letter addresses Garney's request for Final Completion for the above referenced project. The following items are attached:

- Garney's letter dated October 7, 2015 requesting final completion.
- List of final payment and warranty items dated November 17, 2015.

On October 8, 2015, a final inspection for the project was conducted with representatives from the City, Garney, Olsson, and Black & Veatch. It is our opinion that Garney has satisfactorily completed all construction work and corrections identified during the Final Completion inspection. As such, we recommend that an effective date for final completion be established as October 7, 2015 as requested in Garney's letter. Per Change Order No. 3, the adjusted Contract Time for Final Completion is October 7, 2015. Therefore, the work was completed by the required Contract Time. In accordance with the General Conditions, Article 14.07, Garney should be allowed to make application for final payment and release of the remaining retainage. Attached is a list of final payment and warranty items. Prior to making final payment, delivery of remaining O&M hard copies (item 1) and project closeout documents (item 4) must be completed. Project closeout documents include consent of surety, final lien waiver, and evidence of insurance for the 2-year correction period.

With your concurrence, we will notify Garney of our approval for Final Completion of the project. If you have any questions, please contact me at (913) 458-6558.

Very Truly Yours,

BLACK & VEATCH CORPORATION



Gary J. Schnettgoecke  
Engineering Manager

Enclosures

cc: Derek Cambridge, B&V  
Rich Henderson, B&V  
Joe Baxter, OA  
James McClellan, OA



1333 NW Vivion Road, Kansas City, MO 64118  
Phone: 816.741.4600  
Fax: 816.741.4488  
www.garney.com

Date: October 7, 2015

To: Black & Veatch  
8400 Ward Parkway  
Kansas City, MO 64114

ATTN: Gary Schnettgoecke

RE: City of Grand Island WWTP Headworks Improvements  
City Project WWTP-2013-1  
Garney Project 4420

In accordance with Paragraph 14.06 "Final Inspection" of the General Conditions of the contract, Garney Construction Co. hereby notifies Black & Veatch that as of October 7, 2015 the work within the contract has been completed. We request a Final Inspection of the work and a Certificate of Completion be issued.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mark Miner", written over a horizontal line.

Mark Miner  
Project Manager

RESOLUTION 2016-6

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Substantial and Final Completion for construction of the Headworks Improvements; Project No. WWTP-2013-1 at the Wastewater Treatment Plant; City of Grand Island certifying that Garney Companies, Inc. of Kansas City, Missouri, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Engineer's certificate of substantial and final completion; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Substantial and Final Completion for the construction of the Headworks Improvements; Project No. WWTP-2013-1 at the Wastewater Treatment Plant is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form  
January 12, 2016

City Attorney





# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item G-9

**#2016-7 - Approving Change Order No. 5 for North Interceptor  
Phase II; Project No. 2013-S-4**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** January 12, 2016

**Subject:** Approving Change Order No. 5 for North Interceptor Phase II;  
Project No. 2013-S-4

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

## **Background**

Public Works Staff in conjunction with Black & Veatch of Kansas City, Missouri have jointly called out improvements through 2037 for the Wastewater Treatment Plant and collection system according to the Collection System Master Plan (B&V January 2014). The current North Interceptor project will replace aged force main, eliminate six (6) lift stations with the potential for more, provide new sanitary services, and increase the capacity of the sewer system on the north side of Grand Island.

The new North Interceptor gravity sewer interceptor route was developed to incorporate and partner with other utilities for the Capital Avenue Widening Project and the new Headworks Pumping Station Project at the Wastewater Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

- Phase I - Wastewater Treatment Plant to 7<sup>th</sup> Street / Skypark Road
- Phase II (Part A) - 7<sup>th</sup> Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Phase I reached substantial completion on April 8, 2014. Once final lien waivers are received, the project can be formally closed.

Phase II Part B reached substantial completion on April 15, 2015. Phase II (Part A) is nearly complete and a large portion of Phase II (Part C) has been completed. The lift station abandonments (Bid Sections D, E, G, H and I) will follow the completion of Phase II (A, B, and C), and are anticipated to begin this February.

On September 9, 2014, Resolution No. 2014-284, City Council awarded, Project 2013-S-4, North Interceptor Phase II to S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50.

City Council approved Resolution No. 2015-39 on February 10, 2015, which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents. The potential savings is anticipated to be around \$300,000 where native sand is thought to be suitable and may be used for up to 20,795 feet of pipe.

On March 23, 2015, by Resolution No. 2015-74, City Council approved Change Order No. 2 which changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine, resulting in a decreased unit price. Two (2) locations were suggested for this change; Broadwell Avenue at Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue. An overall contract deduction of \$210,003 was achieved, resulting in a revised contract amount of \$21,269,534.

On June 23, 2015, by Resolution No. 2015-160, City Council approved Change Order No. 3, which addressed: Unknown and unplanned restraint at the existing 18" waterline that crosses Capital Avenue just east of Webb Road; Additional storm sewer work east of St. Paul Road as needed to fill in a portion of the utility ditch and provide access to the new manhole; and As-Built quantities for Phase II (Part B).

An overall net change of the contract amount resulted in an increase of \$56,541, for a revised contract amount of \$21,326,075.

On August 11, 2015, by Resolution No. 2015-214, City Council approved Change Order No. 4, which allowed for an open cut at the intersection of Capital Avenue and Broadwell Avenue for installation of the north interceptor, rerouting of the dewatering discharge, and several modifications to the existing storm sewer at this intersection. An overall contract decrease of \$40,651.39 was reached, resulting in a revised contract amount of \$21,285,423.51.

## **Discussion**

Public Works Administration is requesting Change Order No. 5 for North Interceptor Phase II; Project No. 2013-S-4. The change order covers costs associated with nine (9) unanticipated items as itemized below:

- 1) Dewatering reroute near Webb Road in coordination with the Capital Avenue Paving Project.
- 2) Additional work outside of established bid prices is included here regarding the 8-inch sanitary sewer line extension as part Tap District 537T.
- 3) Additional storm sewer work in St. Paul Road in which existing corrugated metal pipe collapsed upon excavation.
- 4) Retrofitting a new standard sanitary sewer manhole in St. Paul Road to a drop manhole. *The entire cost of the new drop manhole is included here. The reduction in one (1) standard manhole will be seen in the final change order that consolidates all installed quantities.*
- 5) Additional storm sewer removal and replacement near the Burlington Northern Santa Fe Railroad in order to facilitate tunneling operations.

- 6) Final remaining storm sewer items not covered in CO#4 for work at the Capital Avenue and Broadwell Avenue intersection.
- 7) Replacement of a sanitary sewer service along the utility ditch for 1624 St. Paul Road. *SJ Louis has split the cost of this work.*
- 8) Relocation of an existing water service along Indiana Avenue for 597 E. 19<sup>th</sup> Street.
- 9) Additional work required to provide power to the relocated Veteran's Hospital sign

This change order will result in a contract increase of \$171,544.13, for an adjusted contract amount of \$21,456,967.64.

### **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 Change Order No. 5 with S.J. Louis Construction, Inc. of Rockville, Minnesota, for North Interceptor Phase II, Project 2013-S-4.

### **Sample Motion**

Move to approve the resolution.

**CITY OF GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR – PHASE 2**

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**CITY PROJECT 2013-S-4  
BLACK & VEATCH PROJECT NO. 175144  
OLSSON ASSOCIATES PROJECT NO. 011-2347**

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**CHANGE ORDER NO. 5**

Change Order No. 5 covers items CO5-1 through CO5-9. This change order covers costs associated with a dewatering reroute near Webb Road, additional work associated with an 8” sanitary sewer line extension as part of a new tap district (District No. 537T), additional storm sewer work in St. Paul Road, changing a new sanitary sewer manhole in St. Paul Road from a standard manhole to a drop manhole, additional storm sewer removal and replacement work near the BNSF Railroad, additional storm sewer work in the Capital Avenue and Broadwell Avenue intersection, a damaged sanitary sewer service along St. Paul Road, additional work required to provide power to the relocated Veteran’s Hospital sign, and the relocation of an existing water service.

Item CO5-1. Dewatering Reroute Near Webb Road (Bid Section C)

Initiated by: Owner

In order to minimize any negative impacts to the Contractor completing the Capital Avenue Widening project, the dewatering discharge for areas west of Webb Road needed to be rerouted to the north along Webb Road (west of the Veteran’s Home Cemetery) as opposed to sending the water east along Capital Avenue as described in the Contract Documents. This reroute required additional pumping and piping rental in addition to fuel costs for the pump.

Attachment 1 includes an itemized breakdown of the costs.

Item CO5-2. Additional Work Associated with 8” Sanitary Sewer Line Installation for New Tap District (District No. 537T) East of St. Paul Road (Bid Section A)

Initiated by: Owner

A new 8-inch sewer line was installed parallel to the new North Interceptor along the drainage ditch east of St. Paul Road as part of a new tap district to serve residents currently on septic service. This change order item includes the costs associated with that work that is not covered under previously established bid items.

Attachment 2 includes drawings of the new sewer line in addition to an itemized breakdown of these additional costs.

12/22/2015

CO5-1

Item CO5-3. Additional Storm Sewer Work in St. Paul Road (Bid Section A)

Initiated by: Contractor

In order to facilitate the open-cut installation of the North Interceptor through the intersection of St. Paul Road, a 20 foot long section of existing 84" CMP pipe needed to be removed and reset. This existing 84" CMP was in poor condition, so this change order item accounts for the material cost to replace 20 LF of 84" CMP pipe.

The linear foot price for the 84" CMP is \$200.

Item CO5-4. Change New 96-inch Diameter Manhole from a Standard Manhole to a Drop Manhole (Bid Section A)

Initiated by: Contractor

In order to construct the sanitary sewer improvements for Bid Section E, the 96-inch diameter manhole on the 48-inch North Interceptor located in St. Paul Road (MH-13A) needed to be a drop manhole in lieu of a standard manhole.

The change order item establishes the unit price for a 96-inch diameter drop manhole which is \$34,500.

Item CO5-5. Additional Storm Sewer Removal and Replacement Near the BNSF Railroad and Outfall Ditch (Bid Section A)

Initiated by: Contractor

During construction of the North Interceptor near the BNSF Railroad and the Outfall Ditch, an existing 24-inch RCP storm sewer pipe needed to be removed and replaced to facilitate the installation of the interceptor pipe.

Attachment 3 includes an itemized breakdown of these costs.

Item CO5-6. Additional Storm Sewer Work in the Capital Ave. and Broadwell Ave. Intersection (Bid Section A)

Initiated by: Contractor

In order to facilitate the open-cut installation of the North Interceptor through the intersection of Capital Ave. and Broadwell Ave., several modifications to the existing storm sewer system were necessary. The storm sewer modifications include a combination of new storm sewer pipe and new concrete structures. The majority of these items have already been covered in Change Order No. 4 (CO4-4), but this change order item contains the final remaining items that were not previously covered.

Attachment 4 includes an itemized breakdown of these costs.

12/28/2015

CO5-2

Item CO5-7. Damaged Sanitary Sewer Service at 1624 St. Paul Road (Bid Section A)

Initiated by: Contractor/Owner

During the installation of the North Interceptor along the Outfall Ditch just west of St. Paul Road, an existing unlocated clay sewer pipe was hit and damaged by the Contractor. As a result of this damage, one resident (1624 St. Paul Road) suffered a sewer backup in their basement and needed to have a new sanitary sewer service installed.

It was agreed that the City and the Contractor would split the costs of the cleanup and new sanitary sewer service, so this change order item includes the Contractor's portion of those costs (50% of the total).

Attachment 5 includes an itemized breakdown for these costs.

Item CO5-8. Provide Power to the Relocated Veteran's Hospital Sign (Bid Section A)

Initiated by: Contractor

The existing Veteran's Hospital sign needed to be relocated due to the change from a trenchless installation to an open-cut installation through the intersection of Capital Avenue and Broadwell Avenue. As a result of relocating the sign, a new power drop was needed to provide power to the sign. This change order item all costs associated with relocating and providing power to the sign.

Attachment 6 includes an itemized breakdown for these costs.

Item CO5-9. Relocate Existing Water Service Due to Proximity to Sanitary Manhole (Bid Section E)

Initiated by: Contractor

An existing active water service was discovered to be within 10 feet of the proposed sanitary sewer manhole at the intersection of 18<sup>th</sup> Street and Indiana Avenue. Utility Department requirements are that all water lines and water services are to be a minimum of 10 feet horizontally from any sanitary sewer or storm sewer structure. As a result of this, the existing water service needs to be relocated to the north to achieve the minimum 10 feet horizontal separation. This change order item includes all costs associated with relocating of the existing water service.

Attachment 7 includes an itemized breakdown for these costs.

**CITY OF GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR – PHASE 2**

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**CITY PROJECT 2013-S-4  
BLACK & VEATCH PROJECT NO. 175144  
OLSSON ASSOCIATES PROJECT NO. 011-2347**

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**SUMMARY**

**CHANGE ORDER NO. 5**

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a “+” in front of the amount, deductions by a “-”.

<u>Effect on Contract Price</u>		Increase/Decrease In Contract Price (+/-)
<u>Item</u>	<u>Description</u>	
CO5-1	Dewatering Reroute Near Webb Road (Bid Section C)	+\$64,223.25
CO5-2	Additional Work Associated with 8” Sanitary Sewer Line Installation for New Tap District East of St. Paul Road (Bid Section A)	+\$43,191.08
CO5-3	Additional Storm Sewer Work in St. Paul Road (Bid Section A)	+\$4,000.00
CO5-4	Change New 96-inch Diameter Manhole from a Standard Manhole to a Drop Manhole (Bid Section A)	+\$34,500.00
CO5-5	Additional Storm Sewer Removal and Replacement Near the BNSF Railroad and Outfall Ditch (Bid Section A)	+\$6,143.20
CO5-6	Additional Storm Sewer Work in the Capital Ave. and Broadwell Ave. Intersection (Bid Section A)	+\$16,050.27
CO5-7	Damaged Sanitary Sewer Service at 1624 St. Paul Road (Bid Section A)	-\$8,003.95
CO5-8	Provide Power to the Relocated Veteran’s Hospital Sign (Bid Section A)	+\$7,851.38
CO5-9	Relocate Existing Water Service Due to Proximity to Sanitary Manhole (Bid Section E)	+\$3,588.90

12/23/2015

CO5-4



Effect on Contract Price

Increase/Decrease  
In Contract  
Price  
(+/-)

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ItemDescription

	NET CHANGE IN CONTRACT PRICE	+\$171,544.13
	BID AMOUNT OF ORIGINAL CONTRACT	\$21,479,537.50
	PREVIOUS CHANGE ORDER ADJUSTMENTS	<u>-\$194,113.99</u>
	CURRENT CONTRACT AMOUNT	\$21,285,423.51
	CHANGE ORDER NO. 5	+\$171,544.13
	ADJUSTED CONTRACT AMOUNT	\$21,456,967.64

Effect on Contract Time

--	Substantial Completion for Original Contract (Bid Section B)	April 15, 2015
--	Final Completion for Original Contract (Bid Section B)	April 15, 2015
--	Substantial Completion for Original Contract (Bid Sections A-C)	June 1, 2016
--	Final Completion for Original Contract (Bid Sections A-C)	June 30, 2016
--	Substantial Completion for Original Contract (Bid Sections D-I)	June 1, 2017
--	Final Completion for Original Contract (Bid Sections D-I)	June 30, 2017
CO5-1	No additional time given for Contract	
CO5-2	Contract Time Extension for Substantial Completion for Original Contract (Bid Sections A-C), Calendar Days (Date)	12 (June 24, 2016)
CO5-2	Contract Time Extension for Final Completion for Original Contract (Bid Sections A-C), Calendar Days (Date)	12 (July 23, 2016)
CO5-3	No additional time given for Contract	
CO5-4	No additional time given for Contract	
CO5-5	No additional time given for Contract	
CO5-6	No additional time given for Contract	
CO5-7	No additional time given for Contract	
CO5-8	No additional time given for Contract	
CO5-9	No additional time given for Contract	

No additional claims shall be made for changes in Contract Time arising from these work items.

12/23/2015

CO5-5

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 5. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Recommended:  
Black & Veatch Corporation

Approved:  
City of Grand Island

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:  
S.J. Louis Construction, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form _____  City Attorney
--

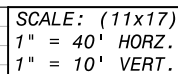
ATTACHMENT 1  
ITEM CO5-1  
DEWATERING REROUTE NEAR WEBB ROAD (BID  
SECTION C)  
ITEMIZED COST BREAKDOWN

	Item Description	Quantity	Unit	Unit Cost	Total Cost
	<b>DEWATERING MATERIALS COST</b>				
	Dewatering Materials Shipping	1	LS	\$1,100.00	\$1,100.00
	Dewatering Installation	1	LS	\$5,700.00	\$5,700.00
	Dewatering Materials Rental	2	MO	\$16,202.90	\$32,405.80
	Dewatering Materials Rental (Partial Month)	1	MO	\$10,801.94	\$10,801.94
	SJ Louis Markup	5	%	\$2,500.39	\$2,500.39
	<b>Subtotal</b>				<b>\$52,508.13</b>
	<b>FUEL INVOICES</b>				
	Pump Refuel, 7/27/2015	285	GAL	\$1.85	\$527.25
	Pump Refuel, 7/29/2015	285	GAL	\$1.85	\$527.25
	Pump Refuel, 7/31/2015	285	GAL	\$1.85	\$527.25
	Pump Refuel, 8/3/2015	256	GAL	\$1.84	\$472.09
	Pump Refuel, 8/7/2015	413	GAL	\$1.83	\$757.48
	Pump Refuel, 8/12/2015	145	GAL	\$1.88	\$273.19
	Pump Refuel, 8/14/2015	203	GAL	\$1.88	\$382.47
	Pump Refuel, 8/17/2015	300	GAL	\$1.88	\$565.23
	Pump Refuel, 8/19/2015	200	GAL	\$1.87	\$374.82
	Pump Refuel, 8/21/2015	119	GAL	\$1.80	\$214.69
	Pump Refuel, 8/27/2015	444	GAL	\$1.78	\$792.14
	Pump Refuel, 8/31/2015	317	GAL	\$1.98	\$628.96
	Pump Refuel, 9/3/2015	406	GAL	\$1.92	\$781.18
	Pump Refuel, 9/8/2015	330	GAL	\$1.88	\$621.75
	Pump Refuel, 9/10/2015	90	GAL	\$1.85	\$166.87
	Pump Refuel, 9/14/2015	304	GAL	\$1.83	\$557.57
	Pump Refuel, 9/17/2015	206	GAL	\$1.81	\$373.70
	Pump Refuel, 9/21/2015	461	GAL	\$1.78	\$822.47
	Pump Refuel, 9/24/2015	81	GAL	\$1.78	\$144.51
	Pump Refuel, 9/28/2015	379	GAL	\$1.78	\$676.17
	SJ Louis Markup	15	%	\$1,528.06	\$1,528.06
	<b>Subtotal</b>				<b>\$11,715.12</b>
	<b>Total</b>				<b>\$64,223.25</b>

ATTACHMENT 2  
ITEM CO5-2  
ADDITIONAL WORK ASSOCIATED WITH 8”  
SANITARY SEWER LINE INSTALLATION FOR NEW  
TAP DISTRICT EAST OF ST. PAUL ROAD (BID  
SECTION A)

ITEMIZED COST BREAKDOWN  
PLAN & PROFILE DRAWINGS

	Item Description	Quantity	Unit	Unit Cost	Total Cost
CO5-2A	4-in Sanitary Sewer Service	104	LF	\$70.00	\$7,280.00
CO5-2B	Sanitary Sewer Service Connection	13	EA	\$1,000.00	\$13,000.00
CO5-2C	Tree Removal	1	LS	\$6,825.00	\$6,825.00
CO5-2D	Remove and Replace Wire Fence	794	LF	\$6.00	\$4,764.00
CO5-2E	Remove and Replace Wood Fence	126	LF	\$21.53	\$2,712.78
CO5-2F	Remove Playground	1	LS	\$500.00	\$500.00
CO5-2G	Removal of Miscellaneous Items	1	LS	\$500.00	\$500.00
CO5-2H	Mobilization	1	LS	\$7,609.30	\$7,609.30
				<b>Total</b>	<b>\$43,191.08</b>



Veatch Corporation

**OLSSON ASSOCIATES**

**GRAND ISLAND, NEBRASKA**  
**NORTH INTERCEPTOR**  
**PHASE 2**

SANITARY PLAN & PROFILE  
8" SEWER EXTENSION  
STA 100+00 TO STA 102+50

DESI GNED:	JB
DETAI LED:	BF / CM
CHECKED:	MY
APPROVED:	JB
DATE:	5/30/2014
PROJECT NO.	
B&V: 175144	
OA: 011-2347	

PP-A29

SHEET 35A OF 250

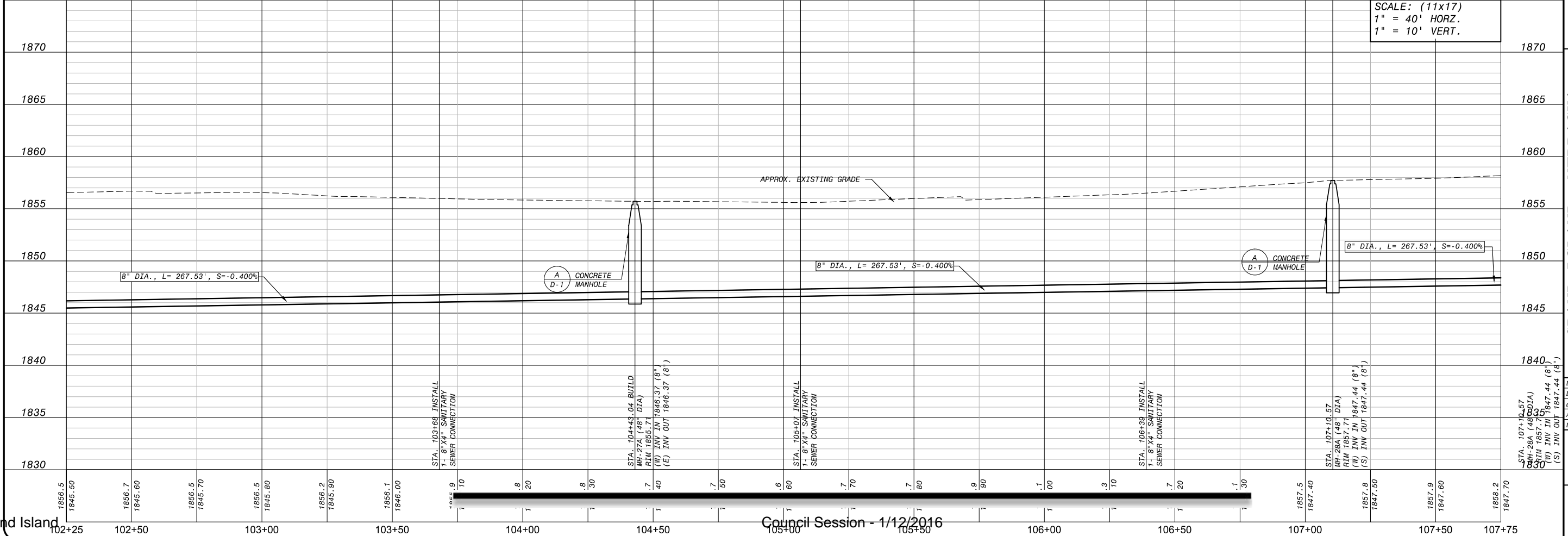
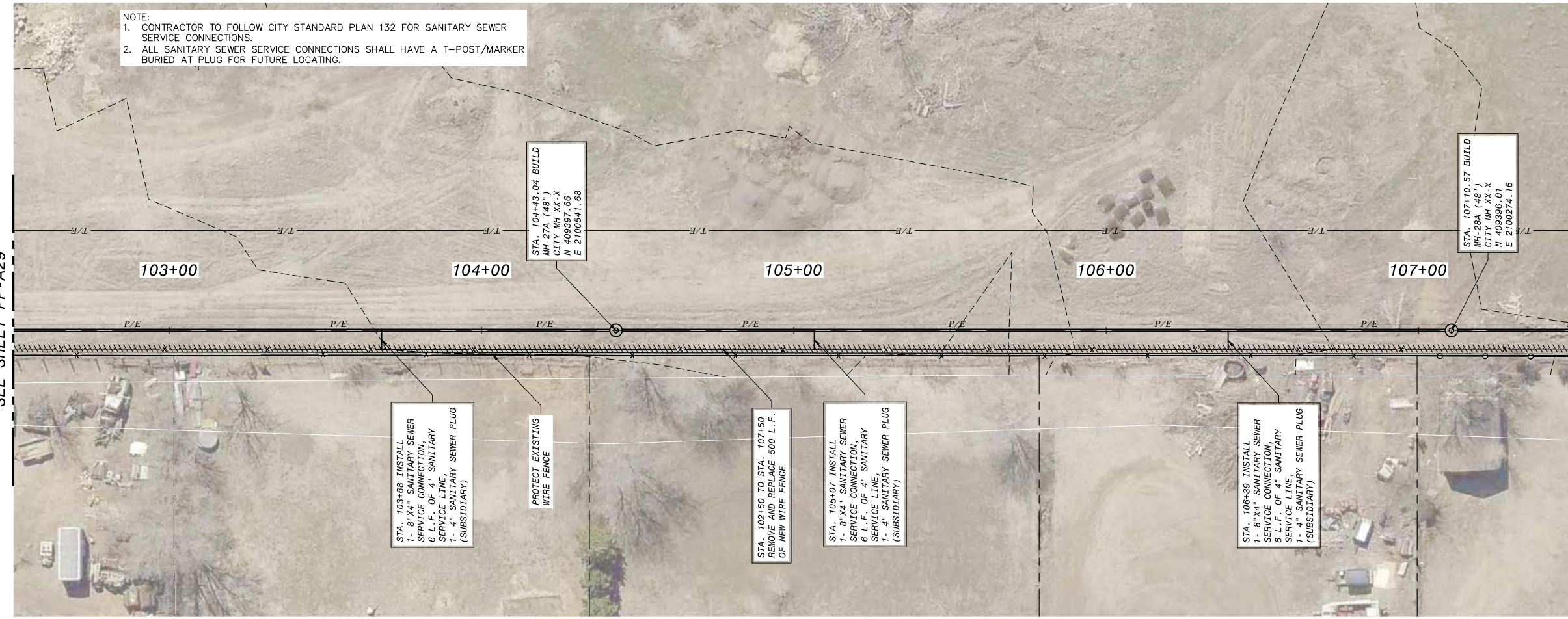
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ATCH LINE STA. 102  
SEE SHEET PP-A29

1. CONTRACTOR TO FOLLOW CITY STANDARD PLAN 132 FOR SANITARY SEWER SERVICE CONNECTIONS.
2. ALL SANITARY SEWER SERVICE CONNECTIONS SHALL HAVE A T-POST/MARKER BURIED AT PLUG FOR FUTURE LOCATING.



**Black & Veatch**  
Building a world of difference  
**Black & Veatch Corporation**

**OLSSON**  
ASSOCIATES

GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR  
PHASE 2

SANITARY PLAN & PROFILE  
8" SEWER EXTENSION  
STA 102+50 TO STA 107+50

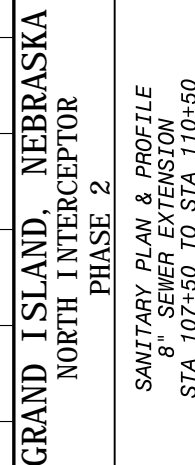
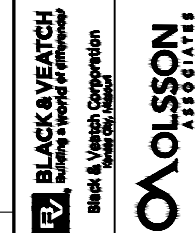
DESI GNED:	JB
DETAI LED:	BF / CM
CHECKED:	MY
APPROVED:	JB
DATE:	5/30/2014

PROJECT NO.  
**B&V: 175144**  
**OA: 011-2347**

PP-A30

SHEET F  
35B OF 250





DESI GNED:	JB
DETA I LED:	BF / CM
CHECKED:	MY
APPROVED:	JB
DATE:	5/30/2014

PROJECT NO.  
**B&V: 175144**  
**OA: 011-2347**

PP-A31

SHEET 35C OF 250

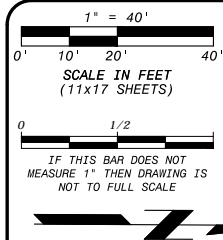
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		XREF2:					
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		XREF3:					
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01/16/2016  
17:10:41  
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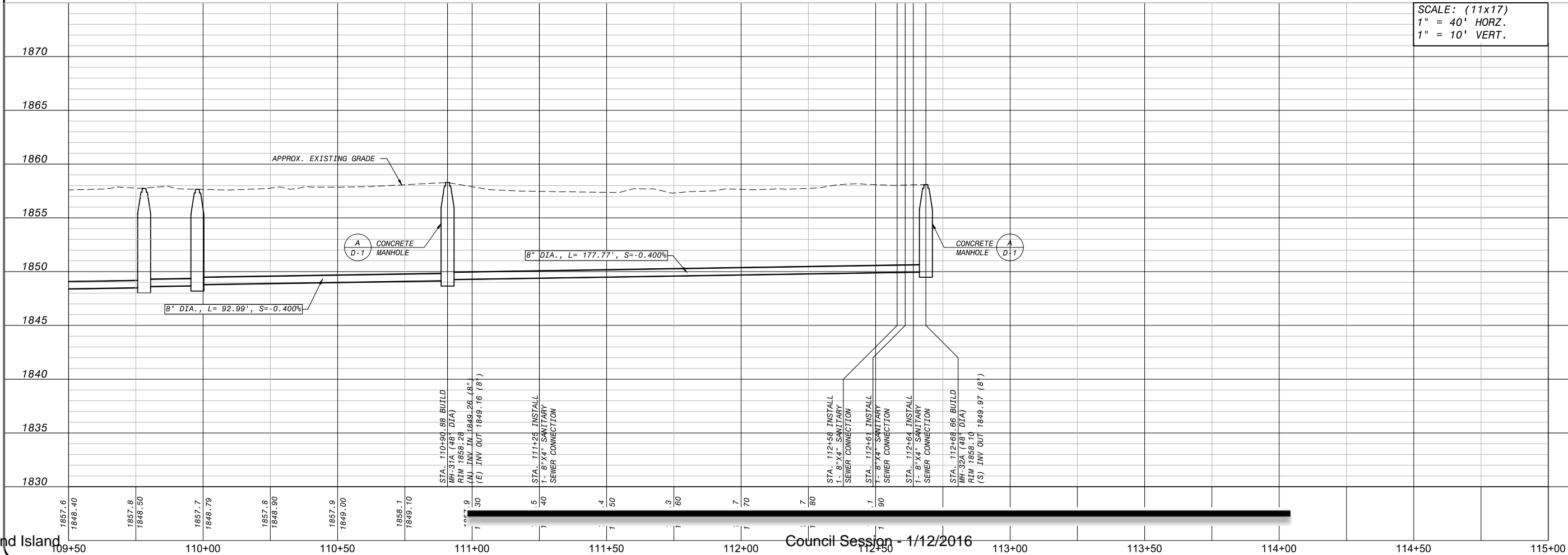
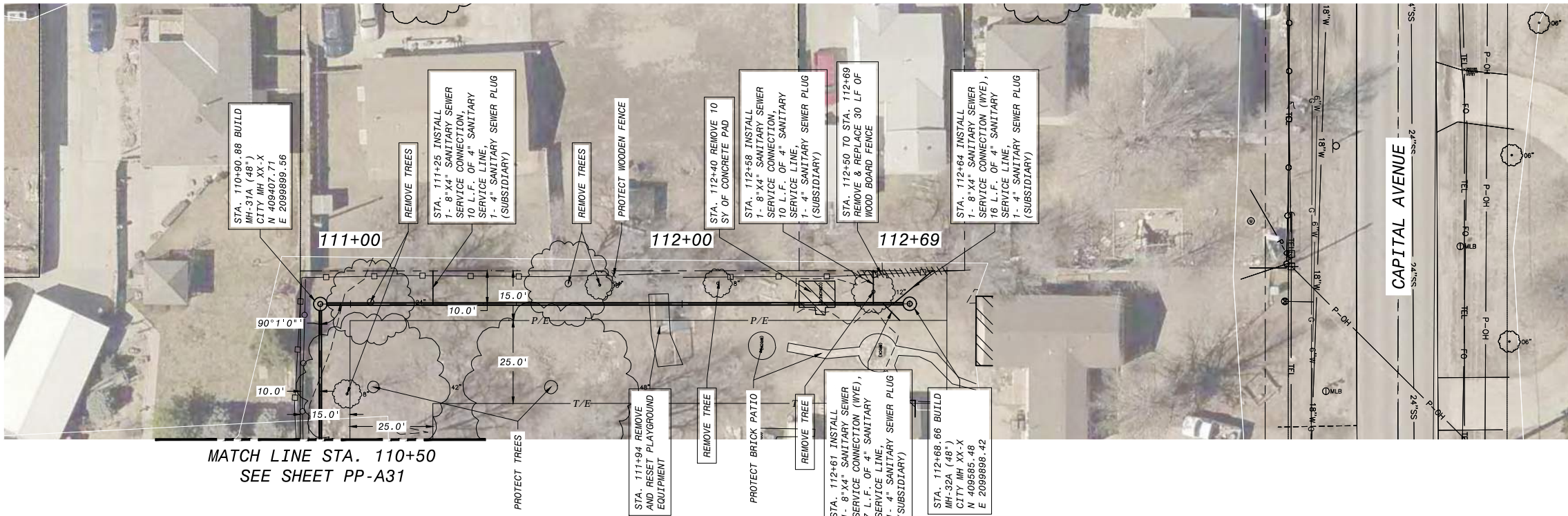
Grand Island

Council Session - 1/12/2016

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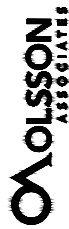
- NOTE:
1. CONTRACTOR TO FOLLOW CITY STANDARD PLAN 132 FOR SANITARY SEWER SERVICE CONNECTIONS.
  2. ALL SANITARY SEWER SERVICE CONNECTIONS SHALL HAVE A T-POST/MARKER BURIED AT PLUG FOR FUTURE LOCATING.



SCALE: (11x17)  
1" = 40' HORZ.  
1" = 10' VERT.



Black & Veatch Corporation



GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR  
PHASE 2

SANITARY PLAN & PROFILE  
8" SEWER EXTENSION  
STA 110+50 TO STA 112+69

DESIGNED: JB  
DETAILED: BF/CM  
CHECKED: MY  
APPROVED: JB  
DATE: 5/30/2014  
PROJECT NO.  
B&V: 175144  
OA: 011-2347

PP-A32

SHEET  
350 OF 250

ATTACHMENT 3  
ITEM CO5-4  
ADDITIONAL STORM SEWER REMOVAL AND  
REPLACEMENT NEAR THE BNSF RAILROAD AND  
OUTFALL DITCH (BID SECTION A)  
  
ITEMIZED COST BREAKDOWN

	Item Description	Quantity	Unit	Unit Cost	Total Cost
CO5-4A	Remove 24" RCP Storm Sewer Pipe	56	LF	\$18.00	\$1,008.00
CO5-4B	Place 24" RCP Storm Sewer Pipe	56	LF	\$91.70	\$5,135.20
<b>Total</b>					<b>\$6,143.20</b>

ATTACHMENT 4  
ITEM CO5-5  
ADDITIONAL STORM SEWER WORK IN THE  
CAPITAL AVE. AND BROADWELL AVE.  
INTERSECTION (BID SECTION A)  
  
ITEMIZED COST BREAKDOWN

	Item Description	Quantity	Unit	Unit Cost	Total Cost
CO5-5A	Remove 48" RCP Storm Sewer	30	LF	\$33.60	\$1,008.00
CO5-5B	Place 48" RCP Storm Sewer	15	LF	\$199.50	\$2,992.50
CO5-5C	Remove 72" RCP Storm Sewer	36	LF	\$50.40	\$1,814.40
CO5-5D	Place 72" RCP Storm Sewer	18.33	LF	\$236.25	\$4,330.46
CO5-5E	Addition Shipping for 48" RCP	1	LS	\$892.50	\$892.50
CO5-5F	Rock Bedding	113.66	TON	\$44.10	\$5,012.41
	<b>Total</b>				<b>\$16,050.27</b>

ATTACHMENT 5  
ITEM CO5-7  
DAMAGED SANITARY SEWER SERVICE AT 1624 ST.  
PAUL ROAD (BID SECTION A)  
  
ITEMIZED COST BREAKDOWN



	Item Description	Quantity	Unit	Unit Cost	Total Cost	SJ Louis' Portion (50%)
CO5-7A	Homeowner's Cleaning Fee	1	LS	\$1,082.90	\$1,082.90	\$541.45
CO5-7B	Sanitary Service Installation	1	LS	\$14,925.00	\$14,925.00	\$7,462.50
	<b>Total</b>					<b>\$8,003.95</b>



ATTACHMENT 6  
ITEM CO5-8  
PROVIDE POWER TO THE RELOCATED VETERAN'S  
HOSPITAL SIGN (BID SECTION A)  
  
ITEMIZED COST BREAKDOWN

	Item Description	Quantity	Unit	Unit Cost	Total Cost
CO5-8A	Boring, Installation of Service Wire, Meter Pedestal	1	LS	\$7,477.50	\$7,477.50
CO5-8B	SJ Louis Markup	5	%	\$373.88	\$373.88
	<b>Total</b>				<b>\$7,851.38</b>

ATTACHMENT 7  
ITEM CO5-9  
RELOCATE EXISTING WATER SERVICE DUE TO  
PROXIMITY TO SANITARY MANHOLE ROAD (BID  
SECTION E)  
  
ITEMIZED COST BREAKDOWN

	Item Description	Quantity	Unit	Unit Cost	Total Cost
CO5-9A	Relocate Existing Water Service	1	LS	\$3,418.00	\$3,418.00
CO5-9B	SJ Louis Markup	5	%	\$170.90	\$170.90
	<b>Total</b>				<b>\$3,588.90</b>

## RESOLUTION 2016-7

WHEREAS, On September 9, 2014, by Resolution No. 2014-284, City Council awarded, Project 2013-S-4, North Interceptor Phase II to S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50; and

WHEREAS, on February 10, 2015, by Resolution No. 2015-39, City Council approved Change Order No. 1, which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents; and

WHEREAS, on March 24, 2015, by Resolution No. 2015-74, City Council approved Change Order No. 2, which changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine at both Broadwell Avenue/Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue and resulted in a deduction of \$210,003.48, for a revised contract amount of \$21,269,534.02; and

WHEREAS on June 23, 2015, by Resolution No. 2015-160, City Council approved Change Order No. 3, which addressed unknown and unplanned restraint at the existing 18" waterline that crosses Capital Avenue just east of Webb Road; additional storm sewer east of St. Paul Road as needed to fill in a portion of the utility ditch and provide access to the new manhole; and finalization of the As-Built quantities for Phase II (Part B) and resulted in an increase of \$56,540.88, for a revised contract amount of \$21,326,074.90; and

WHEREAS, on August 11, 2015, by Resolution No. 2015-214, City Council approved Change Order No. 4, which allowed for an open cut at the intersection of Capital Avenue and Broadwell Avenue for installation of the north interceptor, rerouting of the dewatering discharge, and several modifications to the existing storm sewer at this intersection and resulted in an overall contract decrease of \$40,651.39, for a revised contract amount of \$21,285,423.51; and

WHEREAS, Change Order No. 5 covers cost associated with a dewatering reroute near Webb Road, additional work associated with an 8" sanitary sewer line extension as part of a new tap district (District No. 537T), additional storm sewer work in St. Paul Road, changing a new sanitary sewer manhole in St. Paul Road from a standard manhole to a drop manhole, additional storm sewer removal and replacement work near the Burlington Northern Santa Fe Railroad, additional storm sewer work in the Capital Avenue and Broadwell Avenue intersection, a damaged sanitary sewer service along St. Paul Road, additional work required to provide power to the relocated Veteran's Hospital sign, and the relocation of an existing water service; and

WHEREAS, an overall net change of the contract amount will be an increase of \$171,544.13, which results in an adjusted contract amount of \$21,456,967.64.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with Change Order No. 5 with S.J. Louis Construction, Inc. of Rockville, Minnesota is hereby approved; and

Approved as to Form	<input type="checkbox"/>	_____
September 10, 2013	<input type="checkbox"/>	City Attorney

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 5, North Interceptor Phase II, Project 2013-S-4 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

- 2 -



# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item G-10

**#2016-8 - Approving Certificate of Final Completion for Handicap Ramp Project No. 2015-HC-1**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** January 12, 2016

**Subject:** Approving Certificate of Final Completion for Handicap Ramp Project No. 2015-HC-1

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

## **Background**

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$197,706.81 contract for the above project on April 14, 2015. The contract was for the installation of handicap ramps at the following locations.

### **SECTION A - Oak Street**

- **Section #A1.** Oak Street & Koenig Street
- **Section #A2.** Oak Street & Hansen Street
- **Section #A3.** Oak Street & Yund Street
- **Section #A4.** Oak Street & Division Street

### **SECTION B – State Street**

- **Section #B1.** State Street & Lafayette Avenue
- **Section #B2.** State Street & Grand Island Avenue
- **Section #B3.** State Street & Huston Avenue

### **SECTION C – Lincoln Street**

- **Section #C1.** Lincoln Avenue & Division Street
- **Section #C2.** Lincoln Avenue & 1<sup>st</sup> Street
- **Section #C3.** Lincoln Avenue & North Front Street
- **Section #C4.** Lincoln Avenue & 4<sup>th</sup> Street

### **SECTION D – Koenig Street**

- **Section #D1.** Koenig Street & Washington Street
- **Section #D2.** Koenig Street & Adams Street
- **Section #D3.** Koenig Street & Jefferson Street
- **Section #D4.** Koenig Street & Madison Street
- **Section #D5.** Koenig Street & Monroe Street

### **SECTION E – Gates School**

- **Section #E1.** Louise Street & Ingalls Street
- **Section #E2.** Louise Street & Curtis Street
- **Section #E3.** John Street & Garland Street

### **SECTION F – 10th Street**

- **Section #F1.** 10<sup>th</sup> Street & Washington Street



## **SECTION G – 13th Street**

- **Section #G1.** 13<sup>th</sup> Street & Ruby Avenue
- **Section #G2.** 13<sup>th</sup> Street & Custer Avenue
- **Section #G3.** 13<sup>th</sup> Street & Sherman Place
- **Section #G4.** 13<sup>th</sup> Street & Newell School Crossing

Work commenced on April 16, 2015 and was completed on October 30, 2015.

On May 26, 2015, through Resolution No. 2015-135, City Council approved Change Order No. 1 in the amount of \$3,275.00, which allowed for repair of a storm sewer pipe in the intersection of Koenig Street and Yund Street. With this change order the revised contract price is \$200,981.81.

On October 13, 2015, through Resolution No. 2015-275, City Council approved a time extension for this project from September 30, 2015 to October 30, 2015, with no contract amount change.

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

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with an overrun of \$2,923.45, for a total cost of \$203,905.26.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Handicap Ramp Project No. 2015-HC-1.

## **Sample Motion**

Move to approve the resolution.

**ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

Handicap Ramp Project No. 2015-HC-1  
CITY OF GRAND ISLAND, NEBRASKA  
January 12, 2016

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

This is to certify that Handicap Ramp Project No. 2015-HC-1 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated April 14, 2015. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

**Handicap Ramp Project No. 2015-HC-1**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Bid Section A - Oak Street</b>					
1	REMOVE 4"-6" SIDEWALK	2,100.64	S.F.	\$ 0.54	\$ 1,134.35
2	REMOVE 24" CURB & GUTTER	140.10	L.F.	\$ 2.34	\$ 327.83
3	REMOVE INTEGRAL CURB	84.30	L.F.	\$ 0.26	\$ 21.92
4	REMOVE 6" PCC	48.58	S.Y.	\$ 7.39	\$ 359.01
5	REMOVE RETAINING WALL	49.70	L.F.	\$ 5.33	\$ 264.90
6	SAW CUT	206.70	L.F.	\$ 4.04	\$ 835.07
7	BUILD 4" SIDEWALK	1,915.75	S.F.	\$ 5.13	\$ 9,827.80
8	BUILD 6" PCC	48.78	S.Y.	\$ 51.00	\$ 2,487.78
9	BUILD 6" INTEGRAL CURB	82.30	L.F.	\$ 2.86	\$ 235.38
10	BUILD 24" CURB & GUTTER	142.30	L.F.	\$ 21.96	\$ 3,124.91
11	BUILD 30" CURB & GUTTER	-	L.F.	\$ 25.16	\$ -
12	BUILD RETAINING WALL / 6" CURBING	48.50	L.F.	\$ 32.65	\$ 1,583.53
13	SOD AREA	55.56	S.Y.	\$ 5.80	\$ 322.25
14	PLACE WARNING PLATES 2X4	18.00	EA.	\$ 273.14	\$ 4,916.52
15	LANDSCAPING & SPRINKLER REPAIR	1.00	L.S.	\$ 486.42	\$ 486.42
16	TRAFFIC CONTROL	1.00	L.S.	\$ 654.80	\$ 654.80
17A	ADJUST STOP BOX OR MANHOLE	1.00	EA.	\$ 645.44	\$ 645.44
<b>Total Bid Section A =</b>					<b>\$ 27,227.91</b>

**Bid Section B - State Street**

1	REMOVE 4"-6" SIDEWALK	1,529.06	S.F.	\$ 0.54	\$ 825.69
2	REMOVE 24" CURB & GUTTER	110.90	L.F.	\$ 2.34	\$ 259.51
3	REMOVE INTEGRAL CURB	-	L.F.	\$ 0.26	\$ -
4	REMOVE 6" PCC	11.20	S.Y.	\$ 7.39	\$ 82.77
5	SAW CUT	311.10	L.F.	\$ 4.04	\$ 1,256.84
6	BUILD 4" SIDEWALK	2,127.37	S.F.	\$ 5.13	\$ 10,913.41
7	BUILD 6" PCC	11.20	S.Y.	\$ 51.00	\$ 571.20
8	BUILD 24" CURB & GUTTER	110.90	L.F.	\$ 21.48	\$ 2,382.13
9	BUILD 30" CURB & GUTTER	142.80	L.F.	\$ 24.70	\$ 3,527.16
10	ADJUST STOP BOX OR MANHOLE	4.00	EA.	\$ 561.26	\$ 2,245.04
11	SOD AREA	177.78	S.Y.	\$ 5.80	\$ 1,031.12
12	REMOVE & REPLACE CHAIN LINK FENCE	-	L.F.	\$ 27.97	\$ -
13	PLACE WARNING PLATES 2X4	22.00	EA.	\$ 273.14	\$ 6,009.08

14	LANDSCAPING & SPRINKLER REPAIR	1.00	L.S.	\$ 486.42	\$ 486.42
15	TRAFFIC CONTROL	1.00	L.S.	\$ 654.80	\$ 654.80
16A	ADJUST STOP BOX OR MANHOLE	1.00	EA.	\$ 645.44	\$ 645.44
17A	REMOVE 30" CURB & GUTTER	142.80	L.F.	\$ 2.71	\$ 386.99
18A	BUILD RETAINING WALL / 6" CURBING	6.40	L.F.	\$ 32.65	\$ 208.96
<b>Total Bid Section B =</b>					<b>\$ 31,486.61</b>

#### **Bid Section C - Lincoln Street**

1	REMOVE 4"-6" SIDEWALK	2,498.82	S.F.	\$ 0.54	\$ 1,349.36
2	REMOVE 24" CURB & GUTTER	262.20	L.F.	\$ 2.34	\$ 613.55
3	REMOVE INTEGRAL CURB	39.20	L.F.	\$ 0.26	\$ 10.19
4	REMOVE 6" PCC	18.92	S.Y.	\$ 7.39	\$ 139.82
5	REMOVE BRICK SIDEWALK	135.36	S.F.	\$ 1.70	\$ 230.11
6	SAW CUT	382.00	L.F.	\$ 4.04	\$ 1,543.28
7	BUILD 4" SIDEWALK	2,770.19	S.F.	\$ 5.13	\$ 14,211.07
8	BUILD 6" PCC	25.67	S.Y.	\$ 51.75	\$ 1,328.42
9	BUILD 6" INTEGRAL CURB	53.50	L.F.	\$ 2.86	\$ 153.01
10	BUILD 24" CURB & GUTTER	288.70	L.F.	\$ 21.95	\$ 6,336.97
11	BUILD 30" CURB & GUTTER	46.30	L.F.	\$ 26.57	\$ 1,230.19
12	SOD AREA	133.33	S.Y.	\$ 5.80	\$ 773.31
13	PLACE WARNING PLATES 2X4	30.00	EA.	\$ 273.14	\$ 8,194.20
14	LANDSCAPING & SPRINKLER REPAIR	1.00	L.S.	\$ 486.42	\$ 486.42
15	TRAFFIC CONTROL	1.00	L.S.	\$ 654.80	\$ 654.80
<b>Total Bid Section C =</b>					<b>\$ 37,254.71</b>

#### **Bid Section D - Koenig Street**

1	REMOVE 4"-6" SIDEWALK	2,233.55	S.F.	\$ 0.54	\$ 1,206.12
2	REMOVE 24" CURB & GUTTER	303.80	L.F.	\$ 2.34	\$ 710.89
2A	REMOVE 30" CURB & GUTTER	34.90	L.F.	\$ 2.71	\$ 94.58
3	REMOVE INTEGRAL CURB	37.20	L.F.	\$ 0.26	\$ 9.67
4	REMOVE 6" PCC	12.33	S.Y.	\$ 7.39	\$ 91.12
5	SAW CUT	332.50	L.F.	\$ 4.04	\$ 1,343.30
6	BUILD 4" SIDEWALK	2,512.90	S.F.	\$ 5.13	\$ 12,891.18
7	BUILD 6" PCC	12.33	S.Y.	\$ 51.00	\$ 628.83
8	BUILD 24" CURB & GUTTER	279.30	L.F.	\$ 21.95	\$ 6,130.64
9	BUILD 30" CURB & GUTTER	59.40	L.F.	\$ 24.70	\$ 1,467.18
10	BUILD RETAINING WALL / 6" CURBING	68.60	L.F.	\$ 37.98	\$ 2,605.43
11	SOD AREA	177.78	S.Y.	\$ 5.80	\$ 1,031.12
12	PLACE WARNING PLATES 2X4	28.00	EA.	\$ 273.14	\$ 7,647.92
13	LANDSCAPING & SPRINKLER REPAIR	1.00	L.S.	\$ 486.42	\$ 486.42
14	TRAFFIC CONTROL	1.00	L.S.	\$ 654.80	\$ 654.80
15A	ADJUST STOP BOX OR MANHOLE	2.00	EA.	\$ 645.44	\$ 1,290.88
<b>Total Bid Section D =</b>					<b>\$ 38,290.08</b>

#### **Bid Section E - Gates School Area**

1	REMOVE 4"-6" SIDEWALK	1,361.91	S.F.	\$ 0.54	\$ 735.43
2	REMOVE 24" CURB & GUTTER	204.28	L.F.	\$ 2.34	\$ 478.02
3	REMOVE 30" CURB & GUTTER	125.45	L.F.	\$ 2.71	\$ 339.97
4	REMOVE INTEGRAL CURB	-	L.F.	\$ 0.26	\$ -
5	REMOVE 6" PCC	18.59	S.Y.	\$ 7.39	\$ 137.38
6	SAW CUT	333.10	L.F.	\$ 4.04	\$ 1,345.72

7	BUILD 4" SIDEWALK	1,387.92	S.F.	\$	5.13	\$	7,120.03
8	BUILD 6" PCC	18.59	S.Y.	\$	51.00	\$	948.09
9	BUILD 6" INTEGRAL CURB	18.00	L.F.	\$	2.86	\$	51.48
10	BUILD 24" CURB & GUTTER	204.28	L.F.	\$	22.41	\$	4,577.91
11	BUILD 30" CURB & GUTTER	125.45	L.F.	\$	24.70	\$	3,098.62
12	SOD AREA	133.33	S.Y.	\$	5.80	\$	773.31
13	PLACE WARNING PLATES 2X4	15.00	EA.	\$	273.14	\$	4,097.10
14	LANDSCAPING & SPRINKLER REPAIR	1.00	L.S.	\$	486.42	\$	486.42
15	TRAFFIC CONTROL	1.00	L.S.	\$	654.80	\$	654.80
16A	ADJUST STOP BOX OR MANHOLE	1.00	L.S.	\$	645.44	\$	645.44
<b>Total Bid Section E =</b>							<b>\$ 25,489.72</b>

#### **Bid Section F - 10th Street**

1	REMOVE 4"-6" SIDEWALK	511.90	S.F.	\$	0.54	\$	276.43
2	REMOVE 24" CURB & GUTTER	56.60	L.F.	\$	2.34	\$	132.44
3	REMOVE 30" CURB & GUTTER	-	L.F.	\$	2.71	\$	-
4	REMOVE INTEGRAL CURB	18.60	L.F.	\$	0.26	\$	4.84
5	REMOVE 6" PCC	8.88	S.Y.	\$	7.30	\$	64.82
6	SAW CUT	130.20	L.F.	\$	4.04	\$	526.01
7	BUILD 4" SIDEWALK	566.88	S.F.	\$	5.13	\$	2,908.09
8	BUILD 6" PCC	8.88	S.Y.	\$	51.00	\$	452.88
9	BUILD 24" CURB & GUTTER	55.80	L.F.	\$	21.95	\$	1,224.81
10	BUILD 30" CURB & GUTTER	-	L.F.	\$	25.63	\$	-
11	SOD AREA	77.78	S.Y.	\$	5.80	\$	451.12
12	PLACE WARNING PLATES 2X4	8.00	EA.	\$	273.14	\$	2,185.12
13	LANDSCAPING & SPRINKLER REPAIR	1.00	L.S.	\$	486.42	\$	486.42
14	TRAFFIC CONTROL	1.00	L.S.	\$	654.80	\$	654.80
<b>Total Bid Section F =</b>							<b>\$ 9,367.78</b>

#### **Bid Section G - 13th Street**

1	REMOVE 4"-6" SIDEWALK	1,988.22	S.F.	\$	0.54	\$	1,073.64
2	REMOVE 24" CURB & GUTTER	84.70	L.F.	\$	2.34	\$	198.20
3	REMOVE INTEGRAL CURB	-	L.F.	\$	0.26	\$	-
4	REMOVE 6" PCC	33.34	S.Y.	\$	7.39	\$	246.38
5	REMOVE RETAINING WALL	-	L.F.	\$	5.33	\$	-
6	SAW CUT	422.93	L.F.	\$	4.04	\$	1,708.64
7	BUILD 4" SIDEWALK	2,011.19	S.F.	\$	5.13	\$	10,317.40
8	BUILD 6" PCC	33.34	S.Y.	\$	51.00	\$	1,700.34
9	BUILD 6" INTEGRAL CURB	-	L.F.	\$	2.86	\$	-
10	BUILD 24" CURB & GUTTER	84.70	L.F.	\$	22.88	\$	1,937.94
11	BUILD 30" CURB & GUTTER	240.03	L.F.	\$	24.70	\$	5,928.74
12	BUILD RETAINING WALL / 6" CURBING	26.30	L.F.	\$	32.37	\$	851.33
13	ADJUST STOP BOX OR MANHOLE	1.00	EA.	\$	645.44	\$	645.44
14	SOD AREA	133.33	S.Y.	\$	5.80	\$	773.31
15	PLACE WARNING PLATES 2X4	17.50	EA.	\$	273.14	\$	4,779.95
16	LANDSCAPING & SPRINKLER REPAIR	1.00	L.S.	\$	486.42	\$	486.42
17	TRAFFIC CONTROL	1.00	L.S.	\$	654.80	\$	654.80
<b>Total Bid Section G =</b>							<b>\$ 31,302.53</b>

**Change Order No. 1**

CO1 -1	1/2" x 4 x 35' STEEL SHEETING ON STORM SEWER PIPE	1.00	L.S.	\$ 3,275.00	\$ 3,275.00
<b>Total Change Order No. 1=</b>					<b>\$ 3,275.00</b>
<b>The Diamond Engineering Grand Total =</b>					<b>\$ 203,694.35</b>

**Other Project Costs:**

Tilley Sprinklers & Landscaping, Inc.	Sprinkler turn off @ 1315 W Koenig St	\$70.00
Tilley Sprinklers & Landscaping, Inc.	Sprinkler turn on @ 1315 W Koenig St	\$70.00
Grand Island Independent	Advertising	\$70.91
<b>Other Project Costs Total =</b>		<b>\$ 210.91</b>

<b>Grand Total =</b>	<b>\$ 203,905.26</b>
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I hereby recommend that the Engineer's Certificate of Final Completion for Handicap Ramp Project No. 2015-HC-1 be approved.

\_\_\_\_\_  
John Collins – City Engineer/Public Works Director

\_\_\_\_\_  
Jeremy L. Jensen – Mayor

RESOLUTION 2016-8

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2015-HC-1, installation of Handicap Ramps, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the handicap ramp installation; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2015-HC-1, installation of handicap ramps, is hereby confirmed, for a total project cost of \$203,905.26.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
January 8, 2016	▣ City Attorney



# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item G-11

**#2016-9 - Approving Change Order No. 2 - Sterling Park Site  
Development-2015-Phase Two of Concrete Trail Construction**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** January 12, 2016

**Subject:** Change Order No. 2 - Phase Two of Concrete Trail Construction for Sterling Estates Park

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

## **Background**

In 2008 the City of Grand Island purchased a 6.8 acre parcel of land located within the Sterling Estates development site in the northwestern area of Grand Island for designation for a future park.

On September 8, 2015 City Council awarded Resolution 2015-242 for the construction of the second phase of sidewalk and trail in the park to Diamond Engineering of Grand Island, Nebraska for a contracted amount of \$48,107.00.

On October 25, 2015 City Council approved Change Order No. 1 in the amount of \$1,150.00 for the second phase of trail construction at the park. As a result of Change Order No. 1 the contract amount was increased to \$49,257.00.

## **Discussion**

Parks staff, contractor, and engineer recommend the following changes to the Diamond Engineering contract.

1. A line item for constructing a bench pad was unintentionally duplicated in phase one and phase two of the park trail bids.  
**(\$1,150.00) Deduct**
2. The southwest junction box was not adjusted.  
**(929.25) Deduct**

The project is funded by the Sterling Estates Park Development Capital Account 40000300-2000-30001.



## **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 Change Order No. 2 – Phase Two of Concrete Trail Construction for the Sterling Estates Park development site resulting in a total deduction of -\$2,429.25. Doing so will reduce the total amount of the contract to Diamond Engineering to \$46,827.75.

## **Sample Motion**

Move to approve Change Order No. 2 to Diamond Engineering Co. of Grand Island, Nebraska for construction of Phase Two of Concrete Trail for Sterling Estates Park.

Parks & Recreation Department



Working Together for a  
Better Tomorrow, Today.

CHANGE ORDER #2

TO: **Diamond Engineering Co.**  
**PO Box 1327**  
**Grand Island, NE 68801**

PROJECT: **Sterling Park Site Development – 2015 – Phase Two of Concrete Trail Construction  
for Sterling Estates Park**

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

- |   |                      |
|---|----------------------|
| 1. Line item duplication in bid for installing bench pads | decrease \$-1,500.00 |
| 2. Not able to adjust southwest junction box              | decrease \$ -929.25  |

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<b>The original Contract Sum</b>	<b>\$ <u>48,107.00</u></b>
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<b>Previous Change Order Amount</b>	<b>\$ <u>1,150.00</u></b>
-------------------------------------	---------------------------

<b>The Contract Sum is decreased by this Change Order</b>	<b>\$ <u>-2,429.25</u></b>
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<b>The total modified Contract Sum to date</b>	<b>\$ <u>46,827.75</u></b>
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**The Contract Time is unchanged.**

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

APPROVED: **CITY OF GRAND ISLAND**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form, City Attorney

ACCEPTED: **Diamond Engineering Co.**

By *James H. Hender* Date 12-15-15

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

RESOLUTION 2016-9

WHEREAS, on September 8, 2015 by Resolution 2015-242 and on October 27, 2015 by Resolution 2015-296, the City Council of the City of Grand Island awarded Diamond Engineering Co. of Grand Island, Nebraska, the bid in the amount of \$48,107.00 and Change Order amount of \$1,150.00, for the Sterling Park Site Development - 2015 - Phase Two of Concrete Trail Construction for Sterling Estates Park; and

WHEREAS, it has been determined that there was a line item duplication in the original bid for installing bench pads and that Diamond was not able to adjust the southwest junction box; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of such modifications will decrease the contract amount by \$2,429.25 for a revised contract price of \$46,827.75.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and the Diamond Engineering Co. from Grand Island, Nebraska to provide the modifications set out as follows:

Line item duplication in bid for installing bench pads.....	\$-1,500.00
Not able to adjust southwest junction box.....	\$ -929.25

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2016	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 12, 2016**

**Council Session**

## **Item G-12**

**#2016-10 - Approving Bid Award for (1) New Commercial 128"  
Cut Rotary Turf Mower for Parks Division**

**Staff Contact: Todd McCoy, Parks & Recreation Director**

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** January 12, 2016

**Subject:** Bid Award for One (1) New Commercial 128" Cut Rotary Mower for use within the Parks Division

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

## **Background**

On November 15, 2015 the Parks and Recreation Department advertised for bids to purchase one (1) new 128" cut mower. The proposed mower will replace a 2003 unit which has becoming less dependable. The new equipment will meet the needs of Park operations and provide additional years of service.

## **Discussion**

Four bids were received:

Green Line Equipment	Grand Island, NE	John Deere Unit	\$45,889.07
Van Wall Equipment	Omaha, NE	John Deere Unit	\$51,206.00
TurfWerks	Johnston, IA	Jacobsen Unit	\$54,985.00
Midwest Turf & Irrigation	Omaha, NE	Toro Unit	\$61,692.00

Staff recommends the low bid from Green Line Equipment of Grand Island. The Green Line bid supplies a new John Deere 1600 Turbo Series II commercial mower. The John Deere unit meets the operational requirements of the Parks Division. The total price of the bid is \$45,889.07.

Funds were budgeted this year for this purchase in capital account 10044403-85615.

## **Alternatives**

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

### **Recommendation**

City Administration recommends that the City Council approve the purchase of one (1) new 128" cut mower.

### **Sample Motion**

Move to approve the purchase of one (1) new 128" John Deere cut mower from Green Line Equipment of Grand Island, Nebraska. The total purchase price is \$45,889.07.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 22, 2015 at 2:00 p.m.  
**FOR:** (1) New Commercial 128" Cut Rotary Turf Mower  
**DEPARTMENT:** Parks & Recreation  
**ESTIMATE:** \$60,000.00  
**FUND/ACCOUNT:** 10044403-85615  
**PUBLICATION DATE:** November 15, 2015  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<u>TurfWorks</u> Omaha, NE	<u>Midwest Turf &amp; Irrigation</u> Omaha, NE
<b>Bid Security:</b>	None	None
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$54,985.00	\$61,692.00

<b>Bidder:</b>	<u>Van Wall Equipment</u> Omaha, NE	<u>Greenline Equipment</u> Grand Island, NE
<b>Bid Security:</b>	None	None
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$51,206.00	\$45,889.07

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

Patti Buettner, Parks & Rec. Admin. Assist.  
William Clingman, Interim Finance Director  
Gregg Bostelman, Park Superintendent

**P1855**

RESOLUTION 2016-10

WHEREAS, the City of Grand Island invited sealed bids for One (1) New Commercial 128" Cut Rotary Turf Mower for the Grand Island Parks Division, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on December 22, 2015, four (4) bids were received, opened and reviewed; and

WHEREAS, Green Line Equipment from Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$45,889.07.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Green Line Equipment from Grand Island, Nebraska in the amount of \$45,889.07 for One (1) New Commercial 128" Cut Rotary Turf Mower for the Grand Island Parks Division is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2016	☐ City Attorney





# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item G-13

**#2016-11 – Approving Bond for Finance Director/Treasurer Renae Griffiths**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** January 12, 2016  
**Subject:** Bond for Appointed Official  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Chapter 2-32 specifies as follows:

Bonds for Appointed Officials:

Before entering upon the duties of their employment, the following appointed officials and employees of the city are hereby required to give bonds and security as provided by law for the faithful performance of their duties, which bonds shall be approved by the city council and shall be given for the following sums:

City Treasurer	\$100,000
Deputy City Treasurer	\$ 50,000
City Clerk	\$ 10,000
City Administrator	\$ 20,000

## **Discussion**

The City Clerk has contacted Mueller Insurance Agency, Inc. of Grand Island, Nebraska who has supplied the bond for City Finance Director/Treasurer Renae Griffiths in the amount of \$120,000.00. See attached.

## **Alternatives**

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

1. Move to approve the bond
2. Refer the issue to a Committee
3. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the appointed official bond for City Finance Director/Treasurer Renae Griffiths.

### **Sample Motion**

Move to approve the appointed official bond for City Finance Director/Treasurer Renae Griffiths.

ALL FORMS OF INSURANCE

**Mueller**

**Insurance Agency, Inc.**

**ROGER D. MUELLER & CAROL J. MUELLER**

617 Plum Road Phone (308) 384-1724  
Cell 380-7486 Fax 308-382-1787

P.O. Box 1484

Grand Island, Nebraska 68802-1484

Email: mueller74@charter.net

City of Grand Island Public Official Named Schedule Bond No 70281414  
CNA Surety (Western Surety) Effective 9-1-15 to 9-1-2016  
=====

Amended Schedule January 12, 2016  
=====

Number	Name	Position	Penalty
1	Renae Griffiths	Finance Dir Treasurer	\$120,000.00
2	William Clingman	Assistant Finance Dir	\$120,000.00
3	Jeremy Jensen	Mayor	\$20,000.00
4	Marlan Ferguson	City Administrator	\$20,000.00
5	RaNae Edwards	City Clerk	\$10,000.00
6	Mark Stelk	City Council	\$1,000.00
7	Vaughn Minton	City Council	\$1,000.00
8	Michelle Fitzke	City Council	\$1,000.00
9	Mitch Nick Nickerson	City Council	\$1,000.00
10	Linna Dee Donaldson	City Council	\$1,000.00
11	Roger Steele	City Council	\$1,000.00
12	Chuck Hasse	City Council	\$1,000.00
13	Mike Paulick	City Council	\$1,000.00
14	Jeremy Jones	City Council	\$1,000.00
15	Julie Hehnke	City Council	\$1,000.00
Total Bond Penalty			\$300,000.00

=====

RESOLUTION 2016-11

WHEREAS, Grand Island City Code Chapter 2-32 requires bonds and security for the Appointed Officials before entering upon the duties of their office; and

WHEREAS, the bonds and security as provided by law are for the faithful performance of their duties; and

WHEREAS, this bond shall be approved by the city council in the amount of \$120,000.00 for Finance Director/Treasurer Renae Griffiths; and

WHEREAS, Mueller Insurance Agency, Inc. of Grand Island, Nebraska has supplied the bond and security for City Finance Director/Treasurer Renae Griffiths effective January 12, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bond and surety for City Finance Director/Treasurer Renae Griffiths is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 8, 2016	☐ City Attorney



# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item I-1

### **#2016-12 - Consideration of Appointment of Jerry Janulewicz as City Attorney**

Staff Contact: Mayor Jeremy Jensen

# **Council Agenda Memo**

**From:** Mayor Jeremy Jensen

**Meeting:** January 12, 2016

**Subject:** Appointment of Jerry Janulewicz as City Attorney

**Presenter(s):** Mayor Jeremy Jensen

## **Background**

On November 10, 2015 Council approved the appointment of Dan Brotzman for the City Attorney position. Shortly before Christmas the City received notice that Mr. Brotzman would not be taking the position. Mr. Brotzman has decided to stay in Colorado to be near a family member who is ill. As a result, the City Attorney position was re-opened and a new finalist has been identified.

Under Neb. Rev. Stat., §16-308 and Grand Island City Code, §2-30, the office of City Attorney, for the City of Grand Island, Nebraska, is an appointed position. The position is appointed by the Mayor and approved by the Council and serves through the Mayor's term.

## **Discussion**

I am pleased to present Jerry Janulewicz as my choice for appointment to the City Attorney position.

Janulewicz currently is a partner at Mayer, Burns, Koenig and Janulewicz law firm in Grand Island since 2004. Prior to going into private practice, Janulewicz was Hall County attorney from 2000 to 2004. As county attorney Janulewicz supervised the staff of deputy county attorneys and support staff, was responsible for prosecution of criminal offenses, provided general legal counsel to county officials, served as chief negotiator in labor negotiations, and served as the county coroner.

From 1985 to 1995 Janulewicz was a deputy Hall County attorney and was appointed chief deputy Hall County attorney in 1995 where he served until 2000. Throughout his service as deputy county attorney, chief deputy, and county attorney, Janulewicz duties primarily involved advising county officials on legal matters, negotiating and preparing contracts, and representing Hall County in civil matters.

Janulewicz earned a Bachelor of Arts in psychology from the University of Nebraska at Lincoln and earned with distinction his Juris Doctorate from the University of Nebraska College of Law.

Besides Janulewicz's extensive work experience in the legal field, he has been very involved in the Grand Island community serving on the Stuhr Museum of the Prairie Pioneer board of trustees, a member of the Senior Citizens Industries board of directors, and a newly appointed member on the Third City Community Clinic board of directors. In addition, Janulewicz volunteers for the Nebraska State Bar citizens self help desk.

Janulewicz is a member of the Nebraska State Bar Association, member of the Nebraska State Bar Association House of Delegates from 1991 to 2007, and a member of the Nebraska State Bar Association Executive Council from 1996 to 2002.

Pending City Council approval Janulewicz's employment will commence in January 19, 2016. His starting salary will be at step fifteen of the City Attorney pay scale which is \$124,489.13 annually. As City Attorney he will supervise the legal department staff.

Mr. Janulewicz will bring a career worth of knowledge and experience to the position. Furthermore he will be a great addition to our leadership team.

### **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**

I recommend the approval of Jerry Janulewicz as the City Attorney.

### **Sample Motion**

Move to approve Jerry Janulewicz as the City Attorney.



RESOLUTION 2016-12

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Attorney, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of City Attorney, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of City Attorney; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, by Resolution #2015-316 Daniel Brotzman was appointed as City Attorney; and

WHEREAS, on December 18, 2015, Daniel Brotzman rescinded his acceptance of the position of City Attorney for Grand Island; and

WHEREAS, Resolution #2015-316 for the appointment of Daniel Brotzman as City Attorney is rescinded; and

WHEREAS, Jerom Janulewicz has accepted the offer of the position of City Attorney for the City of Grand Island; and

WHEREAS, Mr. Janulewicz is prepared to start work on January 19, 2016 at Step 15 of the City Attorney salary table of \$124,489.13; and

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution #2015-316 is hereby rescinded.

BE IT FURTHER RESOLVED, that Jerom Janulewicz is hereby duly appointed the City Attorney for the City of Grand Island, Nebraska, at Step 15 of the City Attorney salary table until the end of the Mayor Jeremy Jensen's current term of office.

- - -

Approved as to Form	<input type="checkbox"/>
January 8, 2016	<input type="checkbox"/> City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, January 12, 2016**

**Council Session**

## **Item I-2**

**#2016-13 - Consideration of Approving Agreement with Union Bank & Trust Company for Police Pension Plan**

**Staff Contact: William Clingman, Assistant Finance Director**

# **Council Agenda Memo**

**From:** William Clingman, Assistant Finance Director

**Meeting:** January 12, 2016

**Subject:** Consideration of Approving Agreement with Union Bank & Trust Company for Police Pension Plan

**Presenter(s):** William Clingman, Assistant Finance Director

## **Background**

On January 27, 2015 the City Council approved resolution 2015-28 which provided a one-time authorization to the Police and Fire Pension committees to issue Requests for Proposals (RFP) for the management of the Police and Fire Pension Plans. The RFP was advertised on June 2, 2015 and closed at 4 PM on June 24, 2015. In total nine proposals were received and four companies were selected for in person presentations with the Police and Fire committees.

## **Discussion**

On November 10, 2015 the Police and Fire Pension committees met to decide on which vendor each group would like to move forward with. A vote was taken and the unanimous recommendation of the combined committees for both plans is Union Bank & Trust Company.

## **Alternatives**

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

1. Approve the Resolution as presented.
2. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the contract with Union Bank & Trust Company.

## **Sample Motion**

Move to approve the contract with Union Bank & Trust Company.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
ADMINISTRATIVE SERVICES FOR POLICE & FIRE RETIREMENT PLANS**

**RFP DUE DATE:** June 24, 2015 at 4:00 p.m.

**DEPARTMENT:** Human Resources

**PUBLICATION DATE:** June 2, 2015

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**Wells Fargo Institutional Retirement & Trust**  
Minneapolis, MN

**MassMutual Financial Group**  
Springfield, MA

**ICMA Retirement Corporation**  
Washington, DC

**Union Bank & Trust Company**  
Lincoln, NE

**Lincoln Financial Group**  
Fort Wayne, IN

**Voya Financial, Inc.**  
Windsor, CT

**Smith Hayes**  
Lincoln, NE

**Nationwide**  
Columbus, OH

**Ameritas**  
Lincoln, NE

cc: Aaron Schmid, Human Resources Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Tami Herald, AHR Risk Mgt./Benefits Coord.  
William Clingman, Interim Finance Director

**P1820**

# **DEFINED CONTRIBUTION PLAN SERVICES AGREEMENT**

## **Governmental Qualified Plan**

**THIS AGREEMENT** is made and entered into by and between Union Bank and Trust Company ("Union Bank"), and **City of Grand Island, Nebraska** (the "Sponsor"), the sponsor and Plan Administrator of the **City of Grand Island, Nebraska Police Officers' Pension Plan** (the "Plan").

### ***WITNESSETH***

**WHEREAS**, Sponsor has established the Plan for the benefit of certain eligible employees of Sponsor and, if applicable, certain eligible employees of other employers which have adopted the Plan;

**WHEREAS**, Sponsor is the Administrator ("Plan Administrator") of the Plan and, as Plan Administrator, Sponsor has the authority, power and duty to administer the Plan according to its terms;

**WHEREAS**, Union Bank provides certain services with regard to employee retirement plans;

**WHEREAS**, Sponsor has the authority and desires to retain Union Bank to provide certain services for the Plan; and

**WHEREAS**, Union Bank is willing to provide such services;

**NOW, THEREFORE**, in consideration of the mutual promises and duties set forth in this Agreement, the parties hereto, intending to be legally bound, do agree as follows:

This Agreement sets forth the terms and conditions for Union Bank's services with respect to the Plan. The terms and conditions of this Agreement shall be deemed incorporated into and part of the specific service agreement of each and every Exhibit without express reference therein. It is agreed that Union Bank's authority and services as an agent or fiduciary of the Plan shall extend only to the performance of the specific services and functions set forth and described in this Agreement and any Exhibit hereto. Any performance of additional services to the Plan in connection with this Agreement shall not be treated as altering the Agreement or Union Bank's duties hereunder and shall not create additional obligations of Union Bank under any circumstances. It is further agreed that the responsibility for any Plan-related services and duties not identified in this Agreement or the Exhibits hereto are retained by and remain the sole responsibility of the Sponsor and/or Plan Administrator.

The parties further agree that except as may be specifically provided in Section 1 of this Agreement, this Agreement, including any Exhibit hereto, shall not require Union Bank to (i) act as a fiduciary to the Plan; (ii) provide investment advice for a fee; (iii) exercise any discretionary authority or control with respect to the management of the Plan or Plan Assets (as that term is defined in Section 1.4); or (iv) exercise or have any discretionary authority or responsibility in the administration of the Plan. Union Bank does not, and shall not, provide tax or legal advice and the Plan Sponsor must obtain its own legal and tax counsel for the Plan and its design, operation and administration.

### **1. TRUSTEE AND INVESTMENT-RELATED SERVICES**

1.1 Safekeeping of Assets. Unless otherwise agreed upon by the parties, Union Bank shall safekeep all Plan Assets, execute buy, sell and reinvestment transactions, collect and report dividend and interest payments, and act in accordance with the trust or custodial agreement maintained in connection with the Plan. The term "Trust" as used herein shall mean the funding medium established in connection with the Plan, and the term "Trust Agreement" as used herein shall mean the trust or custodial agreement maintained in connection with the Plan. To the extent this Agreement conflicts with any term of the Trust Agreement, the terms of the Trust Agreement shall control.

1.2 Reporting. Union Bank shall prepare periodic asset statements, describing all asset positions of the Trust as of the period ending date ("Reporting Period") and listing all transactions that have occurred during such Reporting Period. In the case of any Plan Asset not publicly traded, Sponsor (or other responsible fiduciary) shall provide to Union Bank the value of such Plan Asset, and Union Bank shall rely upon such value and shall have no responsibility to determine or confirm the accuracy of such value to the extent consistent with applicable law.

1.3 Contributions Processing. Within an administratively feasible period of time after Sponsor forwards contributions to the Trust, Union Bank shall invest such contributions (and earnings thereon) in accordance with proper investment directions.

1.4 Fiduciary Status of Union Bank. To the extent Union Bank is acting as Trustee with respect to any assets held in Trust in connection with the Plan ("Plan Assets"), Union Bank shall be a fiduciary of the Plan and shall have fiduciary responsibility for the duties assigned to it as Trustee in accordance with applicable law.

1.5 Investment Authority. Unless Union Bank agrees to the contrary in a separate writing, Union Bank shall have no investment management authority with respect to any Plan Assets and shall not render investment advice to any person in connection with the selection of investment options for the Plan Assets.

1.6 Selection of Plan Investments. This Section 1.6 shall apply only if under the terms of the Plan, participants, beneficiaries, and any other persons ("Participants") are entitled to direct the investment of all or a portion of their Plan benefits (a "Participant-Directed Plan").

Check one or more of the following:

- ☒ Sponsor Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor agrees that to the extent the Plan is a Participant-Directed Plan, then Sponsor (or other person designated in writing by Sponsor) shall be responsible for selecting and monitoring the designated investment alternatives ("DIA") made available to Participants under the portion of the Plan that is a Participant-Directed Plan. DIAs selected by the Sponsor (or other authorized person) shall be permissible investments as described in Section 1.8. Sponsor acknowledges that Union Bank may from time to time recommend that Sponsor review the appropriateness of one or more such DIAs and that upon Sponsor's request, Union Bank will provide information to Sponsor in connection with such DIAs, including performance data, benchmark information, and fee and expense information; provided, however, if Union Bank makes any such recommendations, Sponsor acknowledges that said recommendations will be based on the appropriateness of such investment options for retirement plans in general, and shall not be interpreted as being made specifically for the Plan. Changes in the Plan's DIAs shall be made in accordance with Exhibit D of this Agreement. Compliance with the procedures set forth in Exhibit D shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan and such written correspondence shall constitute written direction from Sponsor to Union Bank to make such changes in the Plan's DIAs.

Sponsor acknowledges that Union Bank offers investment selection and monitoring services for an additional fee that would relieve Sponsor from the fiduciary duty set forth in the preceding paragraph with respect to selecting and monitoring the Plan's DIAs, but that Sponsor has declined to engage Union Bank to provide such services.

- ☐ Union Bank Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment manager for the limited purpose of selecting and monitoring the Plan's DIAs, and Union Bank hereby accepts such appointment. In this capacity, Union Bank shall be responsible for selecting and monitoring the DIAs made available to Participants under the portion of the Plan that is a Participant-Directed Plan. The parties shall enter into an Investment Management Agreement under which Union Bank will be responsible for selecting and monitoring the Plan's DIAs.

Union Bank and Sponsor shall meet at least once during each calendar year (or more frequently as agreed upon by Union Bank and the Sponsor) to review the actions taken by Union Bank pursuant to its duty to select and monitor the Plan's DIAs.

In assuming responsibility for selecting and monitoring the Plan's DIAs, Union Bank represents and agrees that it is: (a) a fiduciary within the meaning of applicable law; and (b) is a bank within the meaning of the Investment Advisers Act of 1940.

- ☐ Union Bank Provides Plan-Level Investment Advice and Sponsor Remains Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment adviser, and Union Bank hereby accepts such appointment. In this capacity, Union Bank shall provide non-discretionary investment advice regarding the Plan's DIAs to be made available to participants under the portion of the Plan that is a Participant-Directed Plan. Although Union Bank will act as an investment advisor, Sponsor (or other person designated in writing by Sponsor) shall retain responsibility for selecting and

monitoring the Plan's DIAs. Changes in the Plan's DIAs shall be made in accordance with Exhibit D of this Agreement. Compliance with the procedures set forth in Exhibit D shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan and such written correspondence shall constitute written direction from Sponsor to Union Bank to make such changes in the Plan's investment options.

Sponsor acknowledges that Union Bank offers investment selection and monitoring services for an additional fee that would relieve Sponsor from the fiduciary duty with respect to selecting and monitoring the Plan's DIAs, but that Sponsor has declined to engage Union Bank to provide such services.

- ☐ **Sponsor Permits Self-Directed Brokerage Accounts.** In permitting Participants to establish self-directed brokerage accounts ("SDBA") under the Plan, Sponsor shall adopt a written policy establishing SDBAs, documenting the terms of which are incorporated herein by reference. Sponsor shall require each Participant establishing an SDBA to execute an agreement in connection with establishing such SDBA. Sponsor hereby further: (a) agrees that unless Union Bank agrees otherwise, the investments in a Participant's SDBA shall be limited to publicly-traded securities, mutual funds, money market investments, and other similar publicly-traded investments that are obtainable by Union Bank and which Union Bank is capable of holding in the ordinary course of business, which trade on a recognized exchange or over-the-counter market, and have a readily ascertainable fair market value on a daily basis; (b) acknowledges it has sole responsibility to ensure such SDBA is made available to Participants on a nondiscriminatory basis; (c) directs Union Bank to execute any documents necessary or appropriate to establish an SDBA for the benefit of a Participant; (d) and specifically holds Union Bank harmless and indemnifies Union Bank for any action taken or not taken by the Participant (or the service provider with whom Participant's SDBA is established) in the case that such Participant's SDBA is established with a third-party other than Union Bank.

1.7 **Investment Policy Statement.** To the extent Union Bank is a discretionary trustee of the Plan (or Union Bank has agreed to act as a fiduciary under applicable law and the Plan is a Participant-Directed Plan), Union Bank will be responsible for creating and maintaining an investment policy statement for the Plan. To the extent the Plan is a Participant-Directed Plan, and Sponsor is responsible for selecting and monitoring the Plan's DIAs, Union Bank will provide a draft investment policy statement for Sponsor's review and approval; provided, however, it shall be the sole responsibility of Sponsor: (a) to determine whether to adopt such investment policy statement; and (b) if adopted, to comply with such investment policy statement.

1.8 **Permitted Investments.** Unless Union Bank agrees otherwise, Plan Assets in a Participant-Directed Plan shall be limited to publicly-traded securities, mutual funds, money market investments, and other similar publicly-traded investments that are traded on a recognized exchange or over-the-counter market and have a readily ascertainable fair market value on a daily basis ("Publicly-Traded Plan Assets"); provided, however, if Union Bank agrees to act as trustee or custodian of any Plan Assets that are not Publicly-Traded Plan Assets, then Sponsor (or its designee) shall be responsible, at its expense, for obtaining the fair market value of such Plan Assets and provide such valuation to Union Bank. For all investments in mutual funds, Union Bank shall pass through any voting rights to the Participants whose Plan accounts are invested in such mutual funds.

1.9 **Prohibited Investments.** Unless Union Bank agrees in a separate written document, the following investments will not be permitted in a Participant-Directed Plan: (a) any investment that, in Union Bank's sole discretion, would constitute or may result in a non-exempt prohibited transaction under applicable law; (b) derivatives, options, commodities, swaps, or similar investments; (c) collectibles (as defined in Code Section 408(m)(2)); (d) non-publicly traded securities; (e) employer securities; (f) any investment prohibited by applicable law; (g) any investment that could cause the Plan or Trust to be subject to income taxes; (h) assets that are not capable of valuation; or (i) any investment prohibited under the terms of the Plan.

1.10 **Investment Advice to Plan Participants.** Sponsor may make investment advice available to Plan Participants in a Participant-Directed Plan in accordance with Exhibit F. Sponsor acknowledges that any Plan Participant who wants to receive investment advice must enter into a participant agreement with the investment advisor, if required, and that Sponsor further acknowledges it has reviewed and approved such participant agreement.

## **2. OTHER SERVICES TO BE PERFORMED BY UNION BANK**

2.1 **Union Bank's Responsibilities.** Union Bank, as directed by Sponsor, shall perform the recordkeeping, compliance, education, reporting and disclosure, and additional administrative services as set forth in Exhibit A. Exhibit A shall control and govern all recordkeeping, compliance, education, reporting and disclosure, and additional administrative



services to be performed by Union Bank as an agent for the Plan Administrator. Any other services and all legal and regulatory matters for the Plan are the responsibility of Sponsor. Sponsor acknowledges that Union Bank is engaged to perform such services under this Section 2 as an independent contractor and that all such services shall be ministerial in nature and that Union Bank shall have no discretionary authority to administer or interpret the provisions of the Plan and any such service performed by Union Bank pursuant to this Section 2 shall be deemed to be made at Sponsor's direction. Union Bank shall not be deemed a fiduciary of the Plan by reason of the services it provides pursuant to this Section 2.

2.2 EPCRS. In the event of an "Operational Failure" under the Plan as defined in the IRS Employee Plans Compliance Resolution System ("EPCRS"), Union Bank shall assist Sponsor and the Plan Administrator to resolve such Operational Failure, at the Sponsor's cost and expense, under the IRS Self-Correction Program, as defined in EPCRS, unless Sponsor determines such Operational Failure cannot be resolved under such Self-Correction Program and notifies Union Bank in writing of such determination.

2.3 Agent of Sponsor. In performing the services set forth in this Section 2, Union Bank shall act as an agent of Sponsor. Sponsor acknowledges that Union Bank is not by reason of this Section 2, providing the services of any attorneys, actuaries, accountants, investment advisors or analysts for Sponsor or the Plan, nor does Union Bank provide legal advice or tax advice by reason of its services under this Agreement.

2.4 Additional Duties. Sponsor and Union Bank may agree from time to time in writing to additional services to be performed by Union Bank in connection with the Plan.

### **3. SPONSOR'S RESPONSIBILITIES**

3.1 Provision of Necessary Information by Sponsor. Sponsor shall provide Union Bank with complete and accurate records of the Plan Participants as of the effective date of this Agreement and throughout the term of this Agreement that are necessary or appropriate for Union Bank to perform its services under this Agreement. Sponsor shall further provide Union Bank with records relating to any change that affects the recordkeeping and administration for the Plan. Sponsor shall provide to Union Bank all materials, documents and information, including the current documents comprising the Plan, as may be necessary or appropriate to service the Plan or to satisfy the requirements of governing law unless otherwise provided in this Agreement. All information provided to Union Bank by Sponsor or its designee shall be true and accurate, and in a usable format, and Union Bank shall be entitled to rely on the accuracy and completeness of such information and shall have no duty to verify, inquire further or investigate the accuracy of such information or any other information required by Union Bank to carry out the services provided for under this Agreement. Sponsor acknowledges that timely receipt of necessary records and information is a condition to the performance of Union Bank's duties and services under this Agreement. Union Bank shall not be liable for any delay, loss or failure in the performance of its duties resulting from any inaccurate or untimely information furnished to Union Bank by Sponsor or any other party. Sponsor, at its own expense, hereby authorizes Union Bank to take any action necessary or appropriate to correct any errors directly or indirectly resulting from Union Bank's reliance on any inaccurate information furnished to Union Bank by Sponsor or any other party.

3.2 Ongoing Information to be Provided by Sponsor. To the extent required to provide services to the Plan, Sponsor will provide or verify to Union Bank a listing for each plan year showing Participants and the contributions made to the Plan on behalf of each Participant for each plan year, the hire, rehire, and termination of employment dates for all of Sponsor's employees for each plan year, the number of hours of service for all of Sponsor's employees for each plan year and applicable eligibility computation and vesting computation periods, and any other information necessary or appropriate for Union Bank to perform its services under this Agreement. Unless applicable law provides otherwise, Sponsor is solely responsible for collecting, remitting and administering all contributions to the Plan (and loan payments, when applicable) and the timely deposit of such contributions to the Plan and its funding medium. The Sponsor shall comply with any applicable law or regulation that requires the timely remittance to the Plan's Trust of the employee contribution amounts withheld from wages when segregated from the employer's general assets.

3.3 Responsibility for Plan Design, Funding and Operations. Sponsor shall have the sole responsibility for designing, funding, and operating the Plan in compliance with all applicable laws and regulations, and unless otherwise provided herein, Sponsor shall have sole responsibility for selecting service providers for the Plan and monitoring the performance of such service providers. Sponsor's responsibilities under this Section 3.3 shall include providing to Union Bank all administrative forms or documents necessary or appropriate to administer the Plan; provided, however, to the extent Union Bank has provided any such administrative forms or documents for use by the Plan, Sponsor has approved their use unless Sponsor has provided written notice to the contrary.

3.4 Individually-Designed Plan. If the Plan is an individually-designed plan, unless otherwise provided in writing, Sponsor shall be responsible for providing to Union Bank a Plan document, as well as all the administrative forms and documents necessary to administer the Plan. Notwithstanding anything to the contrary, Sponsor shall be responsible for ensuring the Plan document complies with the form requirements of the Code at all times, and Sponsor shall be further responsible for obtaining a determination letter for the Plan.

3.5 Reporting and Disclosure Requirements. Sponsor shall be solely responsible for communicating and disclosing to Plan Participants any and all information regarding the Plan as required under applicable law. Except as otherwise provided herein, Sponsor shall be responsible for complying with all legal requirements applicable to the Plan and shall be solely responsible for satisfying any and all other reporting, notice, disclosure, and filing requirements imposed under applicable federal or state law, and all withholding, deposit and reporting requirements of federal, state and local tax laws applicable to the payment of Plan benefits except as otherwise provided in this Agreement.

3.6 Tax Qualification of Plan and Compliance with Laws. Sponsor shall be solely responsible for ensuring the Plan meets the requirements of Section 401(a) of the Code, and any other applicable sections of the Code. Sponsor shall be solely responsible and liable for any and all claims, taxes, and penalties resulting from the failure of Sponsor to administer the Plan in accordance with applicable laws and regulations. Sponsor agrees during and after the term of this Agreement to hold Union Bank harmless from, and indemnify Union Bank against any and all claims, losses, taxes, penalties and expenses, including attorney's fees that may be incurred by, imposed upon or asserted against Union Bank and arising out of Sponsor's fiduciary and administrative duties with respect to the Plan except to the extent due to the grossly negligent acts or omissions of Union Bank in fulfilling its duties under this Agreement.

3.7 Delays Caused by Sponsor. Sponsor shall be responsible for any delay in the performance of services hereunder caused by the failure of Sponsor to furnish or verify any information required for the services to be performed by Union Bank.

3.8 Initial Set-Up and Transition of Services. Sponsor shall direct and ensure that the prior recordkeeper for the Plan (if the Plan is not a newly-established plan), if applicable, provides complete and accurate account, Participant, employee, and asset data to Union Bank on a timely basis.

3.9 Specific Information to be Furnished by Sponsor. In providing the information and records necessary for Union Bank's services hereunder, Sponsor shall:

- provide employer and employee contribution data in such format and data transmission mode and as frequently as may be required by Union Bank;
- provide new Participant information in a format required by Union Bank at least two weeks prior to such Participant's entry date into the Plan;
- provide updated employee data, including service records, compensation records, termination dates, birth dates, address information, and hire and rehire dates for all of Sponsor's employees, and any other information necessary or appropriate for Union Bank to provide services hereunder, in a format required by Union Bank and as frequently as may be required by Union Bank;
- provide data for the compliance testing to be performed by Union Bank in a format required by Union Bank in a timely manner as required by Union Bank; and
- answer all specific legal or tax questions concerning the Plan.

Sponsor shall promptly notify Union Bank as to an address change for any Plan Participant, beneficiary, or alternate payee.

3.10 Plan Policies and Procedures. Unless otherwise provided herein, Sponsor shall be responsible for implementing all policies and procedures in connection with the Plan's qualified domestic relations order (QDRO) procedures; investment policies, loan policies, and administration ("policies and procedures"). Union Bank shall provide Sponsor with draft policies and procedures, and it shall be Sponsor's responsibility to review and approve such draft policies and procedures. If Sponsor does not notify Union Bank in writing within thirty (30) days of its objection to one or more policies and procedures, Sponsor shall be deemed to have approved and directed Union Bank to follow such policies and procedures in performing its services under this Agreement.

3.11 Related Employers. Sponsor is responsible for determining and notifying Union Bank whether it and any other employer or employers are members of a controlled group of businesses or an affiliated service group, as defined by Sections 414(b), (c) or (m) of the Internal Revenue Code, and notifying Union Bank in writing of such determination. In the absence of such written determination, Sponsor hereby directs Union Bank to treat Sponsor (or any owner or affiliate of Sponsor) as not being a member of a controlled group of businesses or an affiliated service group, and Sponsor understands Union Bank will rely on this lack of written notice in providing services to the Plan. All data as may be required by Union Bank to conduct its services under the Agreement when a controlled group of businesses or an affiliated service group is present shall be provided by Sponsor to Union Bank, and in such case Union Bank shall provide services hereunder with the understanding that Sponsor is a member of a controlled group of business or an affiliated service group.

#### **4. FEES**

4.1 Responsibility for Fees. In consideration of the services to be provided pursuant to this Agreement, Sponsor shall pay to Union Bank the fees set forth in Exhibit B. Unless Sponsor and Union Bank agree otherwise, fees will accrue on a monthly basis, and Sponsor will be billed on a quarterly basis, and such fees shall be due and payable within thirty (30) days after the billing statement date. Sponsor shall notify Union Bank whether Sponsor will pay such fees and expenses, or whether such fees and expenses will be billed to the Plan. Notwithstanding the foregoing, Union Bank's fees may be paid out of the assets of the Trust to the extent allowed by law and regulation if: (a) Sponsor directs that such fees be paid out of the assets of the Trust; or (b) Sponsor does not timely pay such fees. Sponsor, and not Union Bank, will be solely responsible for determining whether any expense (and the amount of such expense) is properly payable by the Plan under applicable law.

4.2 Future Adjustments. Union Bank shall have the right to adjust its fees upon providing written notice at least thirty (30) days prior to the effective date of such adjustment, or at any other time if changes are made to this Agreement or any amendments made to the Plan, or any changes made to applicable law, which affect Union Bank's costs of services under this Agreement as determined solely at Union Bank's discretion.

4.3 Third Party Expenses. Union Bank may charge Sponsor reasonable fees for the reproduction or return of Plan records requested by Sponsor or government agencies. Sponsor shall reimburse Union Bank for reasonable fees charged by others for information reasonably requested by Union Bank to perform its duties under this Agreement.

4.4 Taxes and Assessments. If, during the term of this Agreement, any tax (other than local, state or federal income taxes) or any other assessment, shall be imposed against Union Bank as a result of Union Bank performing its duties under this Agreement, Union Bank shall report the payment of such tax or assessment to Sponsor and Sponsor shall reimburse Union Bank for the same.

4.5 Fees for Additional Services and Reimbursement of Expenses. Nothing in this Section 4 shall prohibit Union Bank from performing any service not set forth in this Agreement for a reasonable fee; provided, however, any such service may be provided, and any such corresponding fee may be paid, only if agreed to by the parties in advance of performing such service; provided, further, Union Bank reserves the right to be reimbursed by Sponsor for out-of-pocket expenses incurred by Union Bank in connection with providing shareholder communications and proxy materials services.

4.6 Right of Union Bank to Suspend Performance. If Sponsor, for any reason whatsoever, fails to make a required payment of fees on a timely basis, Union Bank may deduct such fees from the Trust or suspend the performance of its services under the Agreement until such time as Sponsor makes the proper remittance; provided, however, if Union Bank decides to suspend the performance of such services, Union Bank shall provide Sponsor with timely written notice of Union Bank's intent to suspend the performance of such services.

4.7 Fees Received by Third Parties. Nothing in this Agreement shall prohibit Union Bank from receiving reasonable fees or compensation from any person directly or indirectly in connection with the services provided to the Plan, Participants, or Sponsor in connection with the Plan. The Sponsor acknowledges and agrees that the fees or compensation that it may receive from certain mutual funds that are selected as DIAs as disclosed in Exhibit D shall be considered compensation to Union Bank for its services that is in addition to the fees charged directly by Union Bank for its services.

#### **5. TERM AND TERMINATION**

5.1 Initial Term and Renewal. This Agreement shall have an initial term of one (1) year and shall continue until terminated pursuant to Sections 5.2 and 5.3 of this Agreement.

5.2 Early Termination Upon Notice by Either Party. This Agreement may be terminated by either party for any reason upon sixty (60) days prior written notice to the other party.

5.3 Early Termination by Union Bank. This Agreement shall at the option of Union Bank terminate, or otherwise be suspended, effective immediately upon written notice to Sponsor, if:

- A. Sponsor fails to pay the fees provided in Section 4 within thirty (30) days of their due date;
- B. Sponsor becomes insolvent or files for bankruptcy protection;
- C. Sponsor fails to promptly deliver any required forms or information needed for Union Bank to properly perform its duties under this Agreement;
- D. there is a merger, sale, acquisition, or consolidation involving Sponsor or the Plan, unless Union Bank consents to continue services under this Agreement with the successor Sponsor in advance of such event;
- E. Sponsor or other Plan fiduciaries takes any action deemed by Union Bank to violate applicable federal or state law; or
- F. any law or regulation is enacted that makes this Agreement illegal or impossible to perform.

5.4 Duties after Termination. Upon termination of this Agreement, Union Bank shall perform services hereunder through the termination date. Union Bank shall deliver, within sixty (60) days of the last service required under the Agreement, to Sponsor a complete and final accounting and report of its recordkeeping for the Plan, together with all books and records in its possession with respect to the Plan, all accounts, and all reports and other papers pertaining to the Plan. Union Bank retains the right to keep copies of all documents as may be required for audit purposes or as required by the Federal Deposit Insurance Corporation, state banking authorities, the IRS, or any other applicable regulatory authority.

5.5 Transition Services. Upon termination of this Agreement, Union Bank shall provide reasonable assistance in transferring Plan records and related information to any successor administrator, fiduciary, or other person designated by Sponsor. Sponsor shall be responsible for reimbursing Union Bank for any direct costs that are incurred in transferring Plan records and related information to the successor administrator.

5.6 Survival of Obligations. Union Bank's and Sponsor's respective obligations under the Agreement which may, by their nature, continue beyond the termination of this Agreement (including the indemnifications and limitations of liability under Section 6) shall survive any termination of this Agreement.

## **6. INDEMNIFICATION AND LIABILITY LIMITATIONS**

6.1 Limitation of Liability. Except as specifically provided in this Agreement, Union Bank shall not be liable to Sponsor, its agents, Plan Participants, or any other person whatsoever for any acts or omissions, with the exception of its gross negligence or willful misconduct relating to the services provided by Union Bank pursuant to this Agreement. Unless otherwise provided under applicable law, Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any Plan Participant's use, or any other person's use, of the internet, other electronic system, or telephonic voice response system, made available by Union Bank under this Agreement except for its grossly negligent or willful acts or omissions. Union Bank shall not be liable for damages resulting from an interruption of any service or delayed or defective performance of services arising from war, natural disasters, acts of terrorism, loss of utilities, government restrictions, trading halts or trading exchange conditions, or any other cause beyond Union Bank's reasonable control.

6.2 No Liability for Following Sponsor's or Participant's Directions. Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by Union Bank to be: (a) genuine; and (b) from an authorized representative of Sponsor or, with respect to Participant investment directions, the Participant. Union Bank shall not be responsible or liable for any acts or omissions made in reliance on erroneous data provided by Sponsor or any other person or the failure of Sponsor to perform its obligations under this Agreement. Union Bank shall not be responsible or liable for any acts or omissions made by any person, selected by Sponsor or any Participant, providing services to the Plan or Participant, or for following the investment directions provided by a Participant (or the Participant's agent or designee) in a Participant-Directed Plan.

6.3 No Liability for Acts of Prior Administrator. Union Bank shall not be responsible or have any liability for any acts or omissions of any previous recordkeeper, third party administrator, fiduciary, or any other service provider for the Plan, or for any acts taken by Union Bank in reliance upon or on the basis of any records or information prepared by a previous recordkeeper, third party administrator, fiduciary, or any other service provider.

6.4 Indemnification of Union Bank by Sponsor. In addition to and not in limitation of the specific indemnification obligations of Sponsor provided elsewhere in this Agreement, Sponsor agrees to indemnify and hold harmless Union Bank, its officers, directors, agents and employees, from and against any and all claims, damages, losses, liabilities, taxes, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected to any act done or omitted to be done by Union Bank with respect to carrying out its responsibilities under this Agreement, except as to those matters as to which Union Bank is finally adjudged to be guilty of gross negligence or willful misconduct. Such indemnification by Sponsor shall include, but shall not be limited to, any and all actual or threatened claims, suits, proceedings, or causes of action against Union Bank by any Plan Participant or beneficiary, or any other person.

6.5 Indemnification of Sponsor by Union Bank. Union Bank shall indemnify and hold harmless Sponsor, its agents and employees from and against any and all claims, damages, losses, liabilities, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected with the grossly negligent or willful acts that occur in Union Bank's performance of its services under this Agreement. Under no circumstances will either party to this Agreement have any obligation to indemnify the other party for any special, consequential, punitive or indirect damages or losses.

6.6 Survival of Indemnification Provisions. Each party's obligation under this Agreement to indemnify and hold harmless the other party from certain claims, damages, losses, liabilities, penalties, taxes, fines and expenses shall survive the termination of this Agreement.

6.7 No Special Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UNION BANK OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES ARISING FROM THIS AGREEMENT, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

## **7. DESIGNATION OF REPRESENTATIVES**

7.1 Authorized Representatives. Sponsor shall designate in Exhibit C the initial authorized representative(s) to sign documents, communicate information and provide instructions and directions concerning the Plan to Union Bank, and shall update, as needed, such designation as set forth in Exhibit C. Such authorization shall remain in effect until Union Bank has received written notification to the contrary. Union Bank shall be entitled to rely and act upon any instructions received from such authorized persons that Union Bank reasonably believes to be so authorized to provide such instructions and shall have no duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

## **8. MISCELLANEOUS**

8.1 Amendment. This Agreement may be amended by Sponsor and Union Bank at any time by written agreement by both parties.

8.2 Union Bank not a Plan Administrator. In no event shall Union Bank or its agents or employees be deemed the Administrator of the Plan as amended, or for purposes of any applicable law affecting or regulating the Plan.

8.3 Capturing Rollovers. Sponsor understands and grants permission to Union Bank (or an affiliate of Union Bank) to contact Plan Participants, upon termination of employment, and to educate them (and not to provide advice) on their Plan distribution options upon terminating employment with Sponsor, including the option of rolling over a distribution to an Individual Retirement Account established at Union Bank (or at an affiliate of Union Bank).

8.4 Union Bank not a Plan Fiduciary. Except as otherwise provided in Section 1, Union Bank or its agents or employees shall not by reason of this Agreement or the services provided hereunder be deemed a fiduciary of the Plan, or be classified as a fiduciary for the purposes of any applicable law affecting or regulating the Plan; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any aspect to the Plan or any person as a fiduciary, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its

agents and employees from and against all legal responsibilities and liability as a fiduciary of the Plan except to the extent that such liability may be due to Union Bank's willful breach of fiduciary duty.

8.5 No Authority to Control, Manage or Dispose of Plan Assets. Except as otherwise provided in writing to the contrary, Sponsor and/or Trustee shall have absolute authority with respect to the control, management, disposition and utilization of Plan Assets, and Union Bank shall not have, nor be deemed to exercise, any discretion, control, or authority with respect to the control, management, disposition, or utilization of Plan Assets; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any respect to the Plan or any person because of any control or authority with respect to Plan Assets, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its agents and employees from and against liability connected with or predicated on such control or authority of the Plan Assets.

8.6 Responsibility for Other Expenses. Sponsor shall be responsible for all expenses incident to the operation of the Plan unless such expenses are the responsibility of Union Bank in performing the services provided under this Agreement.

8.7 Subpoenas and Court Orders. Union Bank will comply with all subpoenas or court orders properly served upon it which have not been quashed, dismissed, rescinded, withdrawn or stayed; provided, however, Union Bank shall immediately notify Sponsor of the service of any such subpoena or order and give Sponsor the opportunity to contest or resist the subpoena or order. Sponsor shall reimburse Union Bank for all costs and expenses incurred with respect to complying with such subpoenas and court orders. Sponsor shall bear all responsibility for resisting or contesting any court or governmental agency order concerning Plan records in the possession of Union Bank.

8.8 Instructions to Union Bank. Sponsor hereby authorizes Union Bank to act on the written instructions of Sponsor (or its designee), on instructions provided by Sponsor in the form of facsimile transmission, by e-mail, or any other method, electronic or otherwise, acceptable to Union Bank. To the extent such instructions are submitted to Union Bank in the form of facsimile or e-mail, Sponsor hereby directs Union Bank to act on such instructions notwithstanding the fact that such instructions do not bear an original authorized signature, provided the instructions acted upon: (a) appear to be signed by a person entitled to give binding instructions to Union Bank in the case of instructions provided by facsimile; (b) appear to have been sent from the computer of a person entitled to give binding instructions to Union Bank in the case of instructions provided by e-mail; and are consistent with the established authority of such person in the case of instructions provided by facsimile or e-mail. Sponsor acknowledges that information sent via e-mail may be less confidential than information sent by other methods. Union Bank shall not be liable for any loss of the confidentiality of information sent by e-mail prior to its reception. Sponsor acknowledges that there are encryption methods available for the confidential transmission of data by e-mail, and its failure to encrypt such e-mail transmissions evidences Sponsor's acceptance of the potential loss of confidentiality of such e-mail transmitted data.

The authorization provided in this Section 8.8 shall continue in effect until revoked or amended in writing (or via facsimile or e-mail). To the extent Union Bank acts within the scope of this authorization, Sponsor expressly releases Union Bank from and indemnifies Union Bank against any liability that may directly or indirectly arise as a result of Union Bank's action or inaction based on the facsimile, email or electronic instruction.

8.9 Online Administration/Telephone and Electronic Directions by Participants. To the extent permitted under applicable law and in accordance with Union Bank's practices, unless Union Bank agrees otherwise, Sponsor hereby authorizes and directs Union Bank to process elections submitted by Plan Participants to Union Bank via Union Bank's website or voice response unit with respect to: (a) enrolling in the Plan; (b) submitting deferral elections (and modifications thereto); (c) making beneficiary designations; (d) making investment elections or investment transfers with respect to their Plan accounts; (e) requesting and initiating a loan; or (f) requesting distributions including hardship and in-service distributions (collectively referred to as "Electronic Elections"). All such elections shall be made in accordance with applicable law, the provisions of the Plan, and any policies adopted by Sponsor and Union Bank. Sponsor directs Union Bank to process such Electronic Elections pursuant to this Section 8.9 without further approval from Sponsor.

Sponsor hereby further directs Union Bank to act upon such telephone or electronic instructions without questioning the authenticity of such direction other than as provided herein. A Participant may be required to provide Union Bank with his/her name, Plan name, Social Security Number, personal identification number, and any other personal information Union Bank deems necessary or appropriate. For security purposes, Union Bank shall have the right to require a Participant to respond to additional questions (e.g., date of birth, date of hire, or other "challenge" questions) before being able to access his/her account. Only authorized representatives of Sponsor and the Participant shall have access to such Participant's account.

Some services provided by Union Bank may require oral, telephone, electronic or written instructions or information provided by the Participant and/or the Participant's spouse. Instructions or other information provided to Union Bank under a signature which purports to be that of the Participant or provided with a personal identification number or other identifying information used to verify that the transmission originated from the Participant shall be deemed to be complete, accurate, authentic and timely. Union Bank shall act in accordance with such instructions or information and shall have no duty to inquire into their completeness, accuracy, authenticity or timeliness.

Union Bank shall not be responsible for, and makes no warranties regarding access, speed or availability of Electronic Elections, or any other service required for electronic communication, nor does Union Bank make any warranties, express or implied, and disclaims all warranties of merchantability, fitness for a particular purpose and non-infringement. Sponsor shall indemnify, and hold harmless Union Bank (including its employees, representatives and agents) from and against any liability, loss or expenses (including reasonable attorneys' fees and court costs) incurred by Union Bank in connection with providing information or processing transactions in accordance with the directions of a Participant via written telephone, internet or other means approved by Sponsor for use with the Plan.

8.10 Subcontractors of Union Bank. Union Bank may contract with other subcontractors to perform services under this Agreement. However, Union Bank will be responsible for those services to the same extent that it would have been responsible had Union Bank performed those services directly hereunder.

8.11 Force Majeure. Neither Union Bank nor Sponsor shall be liable for any loss or expense resulting from a failure to fulfill or for delay in fulfilling its responsibilities under this Agreement where such failure or delay arises from any occurrence commonly known as force majeure, including, but not limited to, fire, flood, acts of God, war, riot, failures of any telephone or wireless network, strikes or other acts of workmen, accidents, acts of terrorism, revolution or any other events or circumstances beyond the reasonable control of the party affected by the occurrence.

8.12 Records are Property of Sponsor. All records sent to Union Bank by Sponsor (or its agents) will remain the property of Sponsor. Plan records in Union Bank's possession will be returned by Union Bank to Sponsor or its designee in the event of termination of this Agreement or otherwise upon the written instructions of Sponsor. This provision shall not preclude Union Bank from retaining copies of Plan records that it may reasonably need or that it may be required by law to retain or from destroying records that it has held following such termination of this Agreement.

8.13 Inspection of Plan Records by Sponsor. Union Bank agrees that, upon reasonable notice, it shall provide Sponsor the information and records that Sponsor may reasonably require that are maintained by Union Bank in order for Sponsor or its designee to perform audits of such records, to process any Participant claim or to perform any other function necessary for the operation of the Plan.

8.14 Confidentiality/Security. Union Bank and Sponsor agree to treat as confidential and use only in connection with this Agreement all Plan data, records and information ("confidential information") regarding the recordkeeping and trust systems, including computer programs and software, reports and other documents, which are furnished to the other under this Agreement. Union Bank and Sponsor shall protect the security of such confidential information and shall not disclose such confidential information to third parties except as required by law or when requested to do so by the other; provided, however, that Union Bank may disclose such confidential information to its agents in the course of performing its duties under this Agreement. Sponsor furthermore agrees to comply with any confidentiality or security requirements as may be established from time to time by Union Bank. Union Bank is entitled to presume that, unless notified to the contrary by the Sponsor, all actions necessary to ensure compliance with applicable data protection laws have been satisfied with respect to the information and data furnished to Union Bank.

Union Bank agrees that all Plan information and data, including instructions from Sponsor, provided to Union Bank by Sponsor (or its agent) are the confidential information of Sponsor or the Plan. Union Bank agrees not to disclose such confidential information to third parties except: (a) to its affiliates or agents for the purpose of providing services to the Plan; (b) in any administrative or judicial forum involving a dispute under this Agreement; (c) as may be required by law or by order of any government agency, regulatory body or court of competent jurisdiction for purposes other than those specified in the Agreement without the prior consent of Sponsor; (d) that non-participant specific information may be provided to support industry surveys; and (e) for the limited purpose of collecting satisfaction surveys from Sponsor and/or Plan Participants from time to time.

8.15 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Nebraska except to the limited extent that the Agreement may be preempted by applicable law.

8.16 Notices. All notices under this Agreement shall be in writing (or any electronic media to the extent permitted under applicable law and acceptable to Union Bank) and shall be given to the party entitled thereto by personal service, or by United States mail, to the last known address of said party. Notices to Union Bank shall be sufficient if sent to:

Union Bank & Trust Company  
6811 S. 27<sup>th</sup> Street  
P.O. Box 82535  
Lincoln, NE 68501-2535

8.17 Entire Agreement and Severability. Except as otherwise provided in the Plan's Trust Agreement, Sponsor acknowledges that there are no agreements or understandings, written or oral, between itself and Union Bank with respect to services which are to be rendered by Union Bank, other than as set forth herein or in such additional written agreements authorized hereunder. In any case where any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement.

8.18 No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon any person (other than the Sponsor, Plan Administrator and Union Bank) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary of or under this Agreement.

8.19 Binding Effect. This Agreement shall be binding upon all the parties hereto, their heirs, successors, assigns, and legal representatives forever.

8.20 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, Sponsor and Union Bank have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective **February 1, 2016**.

City of Grand Island, Nebraska  
*Sponsor*

Union Bank & Trust Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## EXHIBIT A

### 1. Administrative Services

#### A. Recordkeeping Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- maintain individual Participant account information that may be provided from time to time by Sponsor. To the extent applicable, such information shall include, but will not be limited to, each Participant's name, social security number or taxpayer identification number, date of hire and rehire, number of hours worked in the plan year, date of birth and date of Plan participation, and date of termination of employment and address information.
- determine an employee's eligibility to participate in the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor; provide to Sponsor, in electronic form or otherwise, services and materials to facilitate employee enrollment, contribution elections and investment directions.
- determine an employee's vesting service under the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor.
- record relevant employee data including compensation (as defined by the Plan) as reported to Union Bank by Sponsor, contributions, rollovers and transfers, distributions, payroll information and investment transactions.
- allocate Plan investment gains or losses and forfeitures in accordance with Plan provisions.
- allocate Employer contributions in accordance with Plan provisions.
- allocate Participant contributions, including to the extent applicable, pre-tax elective deferrals, Roth deferrals, after-tax employee contributions, and rollover contributions, in accordance with the Plan provisions.
- prepare a summary allocation report annually for all Plan Participant accounts. Such report will include each Participant's total account balance; the vested amount of each such total account balance; the vested percentage of each total account balance; the allocation of contributions and forfeitures and Plan gain or loss; fund transfers and any distributions made to or on behalf of each such Plan Participant.
- process changes to investment allocations (in a Participant-Directed Plan) as directed by Participants.
- prepare, on behalf of the Plan Administrator, for each Participant in the Plan, a Participant benefit statement as frequently as required under applicable law.
- make distributions (including in service distributions, hardship distributions, and required minimum distributions to the extent applicable under the Plan) and disbursements (including disbursement of loan proceeds), pursuant to the terms of the Plan document, to any Participants who is entitled to such distribution or disbursement. Sponsor agrees that all distributions and disbursements made from the Plan shall be deemed to be made at the direction of Sponsor, acting as Plan Administrator. Distributions and disbursements will be made within an administratively practicable period of time following the date Union Bank receives executed distribution or disbursement forms. Union Bank shall subject all taxable distributions to applicable federal and Nebraska state tax withholding and remit such withholding on behalf of the Plan and Plan Administrator to the appropriate governmental entities. Union Bank will prepare and file an IRS Form 1099-R with respect to such distributions and disbursements to the extent required by law.

B. Additional Administrative Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- provide Participants access to an interactive voice response system and the internet for investment transfers, account balance realignments, investment elections and changes thereto, and deferral elections and changes thereto.
- provide Participants access to their accounts via the world wide web as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures.
- provide Participants access to a Union Bank representative via telephone for inquiries regarding their individual Plan accounts.
- provide Sponsor access to individual Participant accounts (and provide Participants with the ability to perform certain Plan transactions) via the world wide web as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures; provided, however, Sponsor agrees and acknowledges that Union Bank shall not be liable for any action taken by Sponsor, or its employees, in connection with making changes to a participant's account through electronic or other means.
- provide to Sponsor, and to make available to Participants, in electronic form or otherwise, enrollment, distribution, loan-related, and termination of employment forms, and any other forms necessary or appropriate to administer the Plan except to the extent Sponsor provides such forms. Sponsor acknowledges that it has had the opportunity to review such forms and documents, and unless Sponsor notifies Union Bank in writing to the contrary, Sponsor hereby directs Union Bank to use such forms in performing its services under this Agreement.
- to the extent applicable under the Plan, process loans with respect to amounts borrowed from a Participant's individual Plan account in accordance with the Plan document, and the Plan's loan policy. Union Bank will prepare and file IRS Form 1099-R or such other forms as may be required under applicable law for the reporting of distributions that Sponsor directs Union Bank to make in connection with the failure of a Participant to repay a loan as required, provided that Sponsor provides Union Bank with all information Union Bank may need to prepare the reports of distributions.
- review any domestic relations order received by the Plan and notify the Plan Administrator of the results of such review; provided, however, Sponsor acknowledges that the Plan Administrator is solely responsible for determining whether a domestic relations order constitutes a qualified domestic relations order ("QDRO") within the meaning of the Internal Revenue Code and for otherwise complying with the QDRO requirements set forth in the Internal Revenue Code.

C. Education Services

Sponsor hereby directs Union Bank to (select as appropriate):

- ☒ deliver to Sponsor Plan enrollment materials, and information regarding the investments available under the Plan; provided, however, Sponsor will be responsible for providing such information to Participants.
- ☒ conduct employee education meetings as mutually agreeable to Sponsor and Union Bank.

D. Compliance Services

Unless Sponsor has notified Union Bank to the contrary, Sponsor hereby directs Union Bank to perform the following compliance services to the extent applicable to the Plan:

- conduct, on an annual basis, coverage testing under Internal Revenue Code ("IRC") § 410(b)(1) based on information provided by Sponsor, and to report to Sponsor the results of such testing.
- conduct, on an annual basis, nondiscrimination testing under IRC § 401(a)(4) and to report to Sponsor the results of such testing.

- conduct, on an annual basis, the “annual additions test” set forth in IRC § 415(c) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual deferral percentage test set forth in IRC § 401(k) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual contribution percentage test set forth in IRC § 401(m) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the deferral limitations test set forth in IRC § 401(a)(30) and catch-up amounts under IRC § 414(v) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, top heavy testing set forth in IRC § 416 and to report to Sponsor the results of such testing.
- monitor, on an annual basis, required distributions as required by IRC § 401(a)(9).

In performing services under this Agreement, including the above-referenced Compliance Services, unless Sponsor expressly notifies Union Bank in writing to the contrary, Sponsor acknowledges and directs Union Bank to provide services under this Agreement with the understanding that Sponsor does not maintain any qualified plan (under IRC §401(a)) other than the Plan, and that Sponsor is not a member of a controlled group of businesses nor a member of an affiliated service group within the meaning of the Internal Revenue Code. To the extent Sponsor notifies Union Bank in writing that Sponsor is a member of a controlled group of businesses or a member of an affiliated service group, Union Bank will perform the above-referenced Compliance Services on a controlled group basis or an affiliated service group basis as the case may be.

E. Reporting and Disclosure Services

Sponsor directs Union Bank to (select as appropriate):

- ☐ prepare, on an annual basis, IRS Form 5500, and timely deliver the same to Sponsor for signature and filing. Sponsor will be responsible for determining whether the Plan is responsible for filing IRS Form 5500, and whether an audit is required. Union Bank is authorized to file Form 5558 (Application for Extension of Time to File Certain Employee Plan Returns) on behalf of Plan unless directed by Sponsor/Plan Administrator to not file the extension. If Sponsor determines IRS Form 5500 must be filed, Union Bank will prepare such IRS Form 5500 and deliver the same to Sponsor for signature and filing. Sponsor shall engage the services of an independent auditor to prepare the audit report to the extent an audit report is required. If this box is checked, Sponsor also directs Union Bank to prepare the Summary Annual Report (“SAR”) for the Plan; provided, however, notwithstanding anything to the contrary, Sponsor shall be responsible for delivering such SAR to participants as required by law.
- ☐ prepare, on an annual basis, Form 8955-SSA and timely deliver the same to Sponsor for signature and filing.
- ☐ cooperate with Sponsor and any third-party responsible for preparing IRS Form 5500 and Form 8955-SSA.
- ☐ prepare a Plan Document for review, approval, and execution by Sponsor; provided, however, it shall be Sponsor’s responsibility to ensure such Plan document is qualified within the meaning of Internal Revenue Code Section 401(a). If this box is checked, Sponsor also directs Union Bank to prepare a Summary Plan Description (“SPD”) and, if applicable, Summaries of Material Modifications (“SMM”), for the Plan on a timely basis; provided, however, Sponsor shall be responsible for delivering such SPD and SMMs to Participants as required by law.
- ☒ prepare Participant fee disclosures to Participants and eligible employees as required by ERISA Regulation § 2550 404a-5; provided, however, Sponsor shall be responsible for delivery of all notices and disclosures to Plan participants and eligible employees as required by law. The services shall consist of the preparation of
  - (i) initial and annual notice in standard formats which will include plan-related and investment-related information, as required by ERISA regulations.
  - (ii) Quarterly Disclosures – including fees deducted from Participant accounts during the quarter and other disclosure requirements on Participant account statements.

- (iii) Website information for access to required information regarding the DIAs and to a glossary of terms as required by the ERISA regulations.
- (iv) to the extent Union Bank has been provided the information that Participants have the right to request under ERISA Regulation § 404a-5(d)(4), such information will be furnished or made available upon request.

City of Grand Island, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT B

### COMPENSATION AND FEE SCHEDULE

#### City of Grand Island, Nebraska Police Officers' Pension Plan

**Annual Base Fee .....No Charge**

This fee will be billed on a quarterly basis (the quarterly fee will be calculated by dividing the Annual Base Fee by 4). The Base Fee is due and payable on a quarterly basis. If the Base Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to participants on a pro rata basis.

**Annual Asset-Based Fee**

<b>Plan Assets for Entire City of Grand Island Relationship</b>	<b>Total Standard Rates</b>
Initial \$20,000,000	.20%
Next \$10,000,000	.17%
Balance of Account	.15%

This fee relates to trustee/custodial services, participant services and educational services, management reports to Sponsor, annual compliance testing, and reconciling trust assets to Participant allocation reports.

The Asset-Based Fee will be billed on a quarterly basis by multiplying the Plan Assets subject to the Asset-Based Fee by the Asset-Based Fee shown above. The Asset-Based Fee will be calculated on a monthly basis (by dividing the Asset-Based Fee by 12), as of the last business day of each month, and accrued for a three-month period. The Asset-Based Fee is due and payable on a quarterly basis. If the Asset-Based Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**Annual Investment Fiduciary Services Fee ..... Not Applicable**

To the extent Union Bank will act as a fiduciary with respect to selecting and monitoring the Plan's DIAs (as set forth in Section 1.6) in a Participant-Directed Plan, Union Bank will charge an Investment Fiduciary Services Fee. This fee will be billed on a quarterly basis by multiplying the Plan Assets subject to the Investment Fiduciary Services Fee by the Investment Fiduciary Services Fee shown above. The Investment Fiduciary Services Fee will be calculated on a monthly basis (by dividing the Investment Fiduciary Services Fee by 12), as of the last business day of each month, and accrued for a three-month period. The Investment Fiduciary Services Fee is due and payable on a quarterly basis. If the Investment Fiduciary Services Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**Brokerage Fee ..... Not Applicable**

The Brokerage Fee relates to the establishment and maintenance of a brokerage account under the Plan. One-fourth of the annual Brokerage Fee will be due and payable on a quarterly basis. If the Brokerage Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged on a per capita basis to those Participants who have a brokerage account under the Plan.

**Quarterly Participant Recordkeeping Service Fee (cost per Participant)**

**Quarterly Participant Statements mailed to Participants.....No Charge**

The Participant Recordkeeping Service Fee will be billed on a quarterly basis by multiplying the Participant Recordkeeping Service Fee by the number of individual accounts under the Plan as of the last business day of the quarter. One-fourth of the Annual Participant Recordkeeping Service Fee will be due and payable on a quarterly basis. If the Participant Recordkeeping Service Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**Fees Related in Investments in Stratus Funds (select one, if applicable):**

- ☐ Plan Assets invested in the Stratus Growth Fund and Stratus Government Securities Fund are not subject to the Asset-Based Fee.
- ☐ Plan Assets invested in the Stratus Growth Fund and Stratus Government Securities Fund are subject to the Asset-Based Fee. In this case, the investment advisory fees received by Union Investment Advisors, and the administration fees received by Adminisystems, Inc. are credited against the Asset-Based Fee to the Plan quarterly on a pro rata basis among all Participants.

**Form 5500 Preparation Fee ..... Not Applicable**

The Form 5500 Preparation Fee is charged for the preparation of Form 5500, Annual Return/Report of Employee Benefit Plan and Summary Annual Report. The Form 5500 Preparation Fee is due and payable when the services are rendered. If the Form 5500 Preparation Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**Loan Fee**

Initial Loan Processing Fee ..... **Not Applicable**

This fee is due and payable, at the time the loan is established, from the account of the Participant who initiated the loan, and will be deducted separately from the Participant's loan proceeds.

**Distribution Fee**

Distribution Check Provided to Participant or Direct Rollover Transaction Made to Another Financial Institution or Employer Plan ..... **\$25**  
Additional Fee for Distributions Made via Wire Transfers to Participants ..... **\$15 Per Transfer**  
Additional Fee for Distributions Made via Overnight Mail ..... **\$35 Per Mailing**

The Distribution Fee does not apply to installment distributions or required minimum distributions.

Unless Sponsor agrees to pay the distribution fee, Sponsor hereby directs that such fee be deducted from the Participant's account before the distribution is processed.

If a Participant's account balance is \$25 or less at the time the Participant is entitled to a distribution, Sponsor understands and agrees that the entire amount of the Participant's account balance will be paid to Union Bank as a Distribution Fee.

**Qualified Domestic Relations Order (QDRO) Fee..... \$400 per QDRO**

The QDRO Fee relates to the review of documentation and assistance with transfer of funds pursuant to a QDRO. Unless Sponsor pays the QDRO Fee, Sponsor hereby directs that one-half of the fee be paid by the participant, and one-half of the fee be paid by the alternate payee (i.e., deducted from their accounts). The QDRO Fee will be due and payable at the time the alternate payee's account is established under the Plan.

**Float Fee**

Union Bank earns a "Float Fee" at a money market rate of return. "Float" represents earnings Union Bank receives in two situations. The first situation is when Union Bank has received contributions from Sponsor. In this case, float may be earned between the time Union Bank receives such contributions from Sponsor and the time such contributions are invested under the Plan. The second situation is when Plan Assets are transferred from the Plan's trust/custodial account to a Union Bank general account when a distribution check is made payable to a Participant. In this case, float may be earned between the time such Plan Assets are transferred to a Union Bank general account and the time the Participant presents the distribution check for payment.

**Float Disclosure**

In signing this Agreement, Sponsor is agreeing that Union Bank will receive, as additional compensation, for services, any earnings (i.e., "float") on Plan Assets received by Union Bank and held in a general account of Union Bank before such

Plan Assets are invested or otherwise disbursed from the Plan. Uninvested funds are not segregated from other general Union Bank accounts, so attributing an exact earnings or interest factor applicable to the Plan's uninvested funds is not possible. Earnings on the float depends on numerous factors such as current interest rates, Federal Funds rates, and the duration of the particular debt instrument.

Float on Plan Assets Awaiting Investment. If Union Bank receives contributions or loan payments by pre-authorized Automated Clearing House ("ACH") debit to Sponsor's bank account, such contributions will generally be invested by the close of business on the business day following Union Bank's receipt of such contributions and corresponding investment instructions.

If Union Bank receives contributions or loan payments by wire transfer or check, such contributions will generally be invested by the second business day following Union Bank's receipt of such contributions and corresponding investment instructions.

Float earnings will accrue to Union Bank on funds received for investment from the date of deposit with Union Bank until the date the monies are disbursed (generally by wire transfer) in settlement of investment purchases.

Distributions. If Union Bank receives a distribution request in the form of a check, the float period begins on the date the check is written and ends on the date the check is cleared by the bank on which the check is drawn. Union Bank will generally issue checks from a general account by the close of business on the second business day following receipt of available funds and payment directions. A distribution check is typically mailed on the same day it is written.

### **Consulting/Miscellaneous Services Fee**

Union Bank reserves the right to charge a special Consulting/Miscellaneous Services Fee if Sponsor requests that consulting or extraordinary services be provided. These fees can be charged for additional compliance testing, compliance testing projections, correction of failed compliance tests, plan audits, consulting, reporting, disclosure, or any other services not otherwise covered under this Agreement.

If Union Bank determines that such special consulting services or extraordinary services should be performed, Union Bank will notify Sponsor in advance as to the extent of such services and the fee for such services. This fee is due and payable upon completion of the special consulting services/extraordinary services. If the Consulting/Extraordinary Service Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a pro rata basis.

### **Plan Amendment Fee .....No Charge**

Union Bank does not charge a Plan Amendment Fee for preparing an amendment to Union Bank's preapproved plan document.

### **Plan Restatement Fee ..... Not Applicable**

The Plan Restatement Fee relates to the preparation of a restatement of the plan document under Union Bank's preapproved document in accordance with IRS procedures. This fee is due and payable at the time the restatement service is provided. If the Plan Restatement Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a pro rata basis.

### **Participant Disclosure-Related Fee ..... \$1-\$10 Per Disclosure**

The parties understand that applicable law requires Sponsor and Plan Administrator to provide to specific disclosure materials to Participants. In the case in which Union Bank agrees to provide any and all such disclosure materials, Union Bank reserves the right to charge a Participant Disclosure-Related Fee. Union Bank will notify Sponsor in advance as to the extent of such disclosure-related services and the fee for such services. This fee, if applicable, is due and payable upon completion of the disclosure-related services. If the Participant Disclosure-Related Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

### **Other Services**

Website Participant access.....**No charge**  
 Voice response Participant access .....**No charge**  
 Trading of mutual fund shares.....**No charge**

### Reimbursement of Expenses

Union Bank reserves the right to request reimbursement of legal, accounting, actuary, and consulting fees incurred by Union Bank in providing services to the Plan. In addition, Union Bank reserves the right to request reimbursement of out-of-pocket travel expenses.

### Payment of Fees and Expenses

Except as otherwise provided for specific fees, all fees and expenses for services provided under this Agreement shall be billed to Sponsor quarterly in arrears and are due and payable to Union Bank within 30 days after the date of invoice; provided, however, that any such fees and expenses that are not paid by Sponsor upon termination of this Agreement shall be paid from Participant accounts.

### Soft Dollar Arrangements

Union Bank has entered into soft dollar relationships with third parties to obtain investment research. Soft dollar relationships are generally arrangements whereby credits are generated by account securities transactions to pay for investment research or other products and services benefitting discretionary accounts. If you would like more information on soft dollar arrangements, the research that is obtained, or whether (and to what extent) these arrangements affect the plan, you should contact Union Bank.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT C

### DESIGNATION OF AUTHORIZED REPRESENTATIVES

Sponsor hereby designates the following person(s) as its initial authorized representative(s) to communicate information and directions concerning this above-named Plan to Union Bank:

_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature

Union Bank may rely on any information or direction given by any one of the above-named authorized representatives. The authority of any person to direct Union Bank shall cease as of the date Sponsor provides written notice to Union Bank that such person is no longer employed or otherwise so authorized.

Sponsor can change the above Designation of Authorized Representatives at any time. To add or remove an authorized representative, Sponsor must send written notification to Union Bank.

In addition to the above authorized representatives, Sponsor shall provide to Union Bank, in writing, the names of those employees of Sponsor who shall be provided access to the Relius Administration Plan Sponsor Web Module (or similar program), and Sponsor shall notify Union Bank, in writing, when any such employee terminates employment with Sponsor, directing Union Bank to terminate such employee's access to the Relius Administration Plan Sponsor Web Module (or similar program).

After the original designation of authority made pursuant to this Exhibit C, Sponsor shall update the authorized representatives at least annually when completing the annual employee census information for recordkeeping purposes. In addition, Sponsor can change the designation of authorized representatives at any time by providing written notification to Union Bank. To the extent an authorized representative is removed or added, the above Designation of Authorized Representatives shall be deemed to be amended to reflect such removal or addition. If Sponsor does not update such authorized representatives, Sponsor hereby authorizes and directs Union Bank to rely on any information or direction given by any person who Union Bank reasonably believes is a representative of Sponsor authorized to provide directions to Union Bank in connection with the Plan.

City of Grand Island, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT D

### SPONSOR RESPONSIBLE FOR SELECTING DESIGNATED INVESTMENT ALTERNATIVES

☐ If this box is checked, this Exhibit D shall not apply.

Union Bank has agreed to make the mutual fund investment choices identified in this Exhibit D (the "Fund List"), and from the Fund List Sponsor, in its capacity as a fiduciary to the Plan, has selected the investment options ("Designated Investment Alternatives") set forth below that will be available for investment of Participant accounts upon direction of Plan Participants. Sponsor understands that Union Bank has agreed to provide certain recordkeeping and administration services for the Designated Investment Alternatives, as indicated below, selected by Sponsor pursuant to agreements between such Designated Investment Alternatives and Union Bank. The amount of fees, if any, currently to be paid to Union Bank by such Designated Investment Alternatives is set forth below, but is subject to change from time to time. If at any time you want additional information in connection with such fees paid to Union Bank by such Designated Investment Alternatives, you may contact Union Bank.

Under the terms of this Agreement, Sponsor is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. Union Bank, however, reserves the right to change the mutual fund investment choices on the Fund List from time to time. If Union Bank finds it necessary to change a Designated Investment Alternative that Sponsor has selected for the Plan, Union Bank will provide Sponsor 60 days advance written notice of the change to be made, and the corresponding change in fees, if any, to be paid to Union Bank as a result of such change.

If Sponsor does not object in writing to a proposed investment option change within the 60-day period referenced in the preceding paragraph, Sponsor shall be deemed to have directed Union Bank to make the change as proposed. If Sponsor objects in writing to the proposed investment option change within such 60-day period, Union Bank will propose another investment option suitable to Sponsor. If Sponsor and Union Bank cannot agree on a replacement option, Union Bank, at its discretion, may terminate the Agreement.

To the extent a Designated Investment Alternative is removed or added (whether Sponsor has initiated such action or whether such Designated Investment Alternative was removed and/or added in accordance with the preceding two paragraphs), the Fund List below shall be deemed to be amended to reflect such removal or addition.

The Sponsor represents that it has accessed/received a prospectus or other applicable fund disclosure documents for each of the DIAs set forth below.

#### **Schedule of Mutual Fund Services**

Union Bank will provide some or all of the following services as shall from time to time be agreed upon between Union Bank and the Designated Investment Alternatives:

#### Account Information

1. Union Bank will maintain a record of the number of shares held on behalf of the Plan.
2. Union Bank will maintain records of address and taxpayer identification number of each Participant in the Plan.

#### Participant Services

1. Union Bank will investigate inquiries from Participants and Plan representatives relating to their interests in the Plan accounts.
2. Union Bank will respond to communications from Participants and Plan representatives and others relating to the mutual fund investments of the Plan.
3. Union Bank will engage in such other communications and correspondence as may from time to time be mutually agreed upon.

X

Govt Qualified Plan

## Shareholder Communications

1. Union Bank will address and mail to Participants and/or Sponsor, reports to shareholders, dividend and distribution notices.

## Proxy Materials

1. Union Bank will prepare shareholder lists with respect to Plan and/or Participants, as appropriate.
2. Union Bank will mail and certify as to the mailing of the proxy material, as appropriate.

## Mutual Fund List / Mutual Funds Offered under the Plan

The following Fund List has been made available to Sponsor, and Sponsor has indicated the Designated Investment Alternatives selected by Sponsor as investment options under the Plan, the current expense ratios (as reported by Morningstar) for such Designated Investment Alternatives, and the current fees, if any, to be paid by such Designated Investment Alternatives to Union Bank.

Mutual Fund Selected by Sponsor	Mutual Fund	Ticker Symbol	Total Expense Ratio	12b-1 Fees Paid to Union Bank	Sub-Transfer Agency or Similar Fees Paid to Union Bank
<input checked="" type="checkbox"/>	Vanguard Target Retirement Income	VTINX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2015	VTXVX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2020	VTWNX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2025	VTTVX	0.17	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2030	VTHRX	0.17	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2035	VTTHX	0.19	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2040	VFORX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2045	VTIVX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2050	VFIFX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2055	VFFVX	0.19	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Financial Square Gov't MM	FGTXX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Short Term Inflation Protected Secs	VTAPX	0.10	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Short Duration Gov't	GSTGX	0.47	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Total Bond Market Index	VBTLX	0.08	N/A	N/A*
<input checked="" type="checkbox"/>	AF Growth Fund of America	RGAGX	0.34	N/A	N/A*
<input checked="" type="checkbox"/>	AF Investment Company of America	RICGX	0.30	N/A	N/A*
<input checked="" type="checkbox"/>	JPMorgan Market Expansion Enh Index	PGMIX	0.51	N/A	.05%*
<input checked="" type="checkbox"/>	MFS Value	MEIKX	0.56	N/A	N/A*
<input checked="" type="checkbox"/>	Federated Total Return Bond Instl	FTRBX	0.37	N/A	.05%*
<input checked="" type="checkbox"/>	Vanguard 500 Index	VFIAX	0.05	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Growth Index	VIGAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Value Index	VVIAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	JPMorgan Mid Cap Growth (R6)	JMGMX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Mid Cap Value	GSMCX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Small Cap Value Instl	GSSIX	0.98	N/A	N/A*
<input checked="" type="checkbox"/>	MFS New Discovery (R5)	MNDKX	0.96	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Strategic Small-Cap Equity	VSTCX	0.38	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Mid Cap Index	VIMAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Small Cap Index	VSMAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	AF EuroPacific Growth	RERGX	0.49	N/A	N/A*
<input checked="" type="checkbox"/>	Templeton Foreign Equity	TFEQX	0.79	N/A	N/A*
<input checked="" type="checkbox"/>	Thornburg International Value (R6)	TGIRX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Total International Stock	VTIAX	0.14	N/A	N/A*

*\*Part of the Total Expense Ratio*

Although Union Bank has provided the above information in good faith, and Union Bank believes the information in the above chart is accurate, it is Sponsor's responsibility to ensure the information is accurate, and notify Union Bank of any errors and omissions in such Fund List.

If a Participant fails to provide valid investment instructions to Sponsor, acting as Plan Administrator, Sponsor hereby directs Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of initial investment and his/her attainment of normal retirement age under the Plan.

Sponsor hereby acknowledges that: (1) it has selected the above-listed Designated Investment Alternatives to be initially offered under the Plan; (2) the above-listed Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal; (3) it has received sufficient information, in advance of executing this Agreement, for Sponsor to evaluate the appropriateness of making such Designated Investment Alternatives available under the Plan to include the expenses that will be incurred for each such Designated Investment Alternative; (4) it has received sufficient information to understand the amount of fees, if any, to be paid to Union Bank by each such Designated Investment Alternative; (5) Sponsor approves Union Bank's receipt of compensation set forth in this Exhibit D; and (6) Exhibits B and D of this Agreement accurately reflect the entire fee arrangement between Sponsor and Union Bank.

City of Grand Island, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT E

### CONSENT TO STRATUS FUNDS

☒ If this box is checked, this Exhibit E shall not apply.

Sponsor, as a fiduciary independent of and unrelated to Union Bank or any affiliate thereof, has directed Union Bank to make one or more mutual fund portfolios, managed by Stratus, Inc. ("Stratus"), an open-end investment company registered under the Investment Company Act of 1940, available as investment options under the Plan pursuant to Exhibit D of this Agreement, and Sponsor, as an independent second fiduciary of the Plan, and Union Bank agree as follows:

1. The Plan will not pay a sales commission in connection with the purchase, sale or redemption of shares of Stratus.
2. The Plan will not pay a redemption fee in connection with the sale or redemption by the Plan to Stratus of purchased shares of Stratus.
3. The Plan will not pay an investment management or similar fee to Union Bank with respect to Plan Assets invested in Stratus shares for the entire period of the investment; provided, however, this shall not preclude the payment of investment advisory fees by Stratus under the terms of the investment advisory agreement between Union Bank and Stratus, or payment of an investment advisory fee by the Plan based on total Plan Assets from which a credit has been subtracted representing the Plan's pro rata share of investment advisory fees paid by Stratus.
4. If the Plan has prepaid an investment management or similar fee for any period in which the Plan purchases Stratus shares, the pro rata amount of the prepaid fee that constitutes the fee with respect to Plan Assets invested in Stratus shall be refunded to the Plan no later than the last day of the next fee period.
5. In the event of change in any of the rates charged to or paid by the Plan or Stratus discussed in paragraph 6(c) below, Sponsor, or any successor thereto, shall be notified and shall have the right to disapprove or approve, in writing, the continuation of purchases, sales, or redemptions of shares of Stratus by the Plan and the continued holding of any Stratus shares previously acquired. Sponsor's disapproval shall terminate this Agreement.
6. Sponsor agrees, warrants, and represents that:
  - (a) Sponsor is independent of and unrelated to Union Bank or any affiliate thereof.
  - (b) Sponsor has received a current prospectus covering the shares issued by Stratus ("Prospectus") to be purchased by the Plan.
  - (c) Sponsor has received a full and detailed written disclosure (the "Stratus Disclosure") of the investment advisory and other fees charged to or paid by the Plan and Stratus, including the nature and extent of any differential between the rates of such fees, and whether there are any limitations on Union Bank with respect to which Plan Assets may be invested in shares of Stratus, and, if so, the nature of the limitations.
  - (d) Sponsor does not directly or indirectly control, is not controlled by, and is not under common control with Union Bank or any affiliate thereof. For purposes of this Exhibit E, "control" means the power to exercise a controlling influence of the management or policies of a person other than an individual.
  - (e) Sponsor, or any officer, director, partner, or employee or relative of Sponsor, is not an officer, director, partner, employee, or relative of Union Bank, or any affiliate thereof; provided, however, if an officer, director, partner, employee or relative of Union Bank or any affiliate thereof is a director of Sponsor, then he/she shall abstain from participation in: (i) the choice of the Plan's investment advisor; (ii) the approval of any such purchase or sale between the Plan and Stratus; and (iii) the approval of any change of fees charged to or paid by the Plan.
  - (f) Sponsor does not and will not, directly or indirectly, receive any compensation or other consideration for its personal account in connection with any transaction described in this Exhibit E.
7. On the basis of the Prospectus and Stratus Disclosure, Sponsor hereby approves the purchase, sale, and redemption by the Plan of shares of Stratus as such purchases, sales, and redemptions are consistent with the responsibilities, obligations and duties imposed on fiduciaries; provided, however, that such approval is limited to the investment advisory and other fees paid by Stratus in relation to the fees paid by the Plan.

8. Union Bank will notify Sponsor, or any successor thereto, of any change in any fees referred to in paragraph 6(c) and Sponsor approves in writing the continuation of such purchases or sales and the continued holding of any Stratus shares acquired by the Plan prior to such change and still held by the Plan; provided, however, such approval may be limited solely to the investment advisory and other fees paid by the mutual fund in relation to the fees paid by the Plan and need not relate to any other aspects of such investment.
9. To the extent this Exhibit E conflicts with Exhibits B or C of this Agreement, the terms of this Exhibit E shall control.
10. This Exhibit E shall apply only if and when Sponsor directs Union Bank to make one or more mutual fund portfolios, managed by Stratus, Inc., available as investment options under the Plan. This Exhibit E shall have no effect if Sponsor does not direct Union Bank to make one or more of such mutual fund portfolios available as investment options under the Plan.

\_\_\_\_\_, City of Grand Island, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Not Needed

## EXHIBIT F

### REQUIRED INVESTMENT ADVICE CUSTOMER CONTRACT LANGUAGE

Pursuant to Section 22(c) of the MasteryPOINT Guidance Plus Software License Agreement between Licensee, Licensor, MasteryPOINT and MP Advisory Services, Union Bank must include the following language in its agreement with Sponsor where services are provided to Sponsor and Plan Participants or beneficiaries using MasteryPOINT Guidance Plus Software containing an advice module.

1. The investment advice software ("Software") to be provided to the authorized Plan Participants and Plan beneficiaries ("Users") under this agreement is provided by Third Party Educational Services, Inc. d.b.a. MasteryPOINT Financial Technologies ("MasteryPOINT"), with the advice component provided to MasteryPOINT by MP Advisory Services, LLC ("MP Advisory Services"). MP Advisory Services is registered with the Securities Exchange Commission as an Investment Advisor under the Investment Advisors Act of 1940. MP Advisory Services provides investment analysis, investment performance data, and mathematical modeling techniques on which the investment advice provided by the Software is based.
2. Sponsor has selected MasteryPOINT and MP Advisory Services, MP Advisory Services warrants that all analysis and mathematical modeling techniques provided for use in the Software have been developed by itself or by its licensors using reasonable financial assumptions and according to standard industry practices.
3. All parties acknowledge that **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS PROVIDED** by MasteryPOINT or MP Advisory Services to Sponsor or any Users, including but not limited to any warranties to the effect that:
  - a. Any guidance or advice provided will result in investment allocations or investment selections that will meet the specific needs of the Users or
  - b. The Users will not incur investment losses or will lose less than they would have absent use of the Software or
  - c. The Software will enable the Users to realize gains greater than they would have absent use of the Software.
4. All authorized Users of the Software will be required to accept the terms and conditions for use of the Software prior to being able to access the Software. Those terms and conditions state, among other provisions, that:
  - a. except as otherwise required by law, MasteryPOINT and MP Advisory Services will not be liable for any losses or damages (direct, indirect, or punitive) that may result from the Users' investment decisions or their use of MasteryPOINT Guidance Plus or any data related to such use. Federal securities laws impose liabilities in certain circumstances on persons who act in good faith; thus, nothing in this agreement shall in any way constitute a waiver of or limitation on any rights which users may have under federal securities laws.
  - b. users understand and acknowledge that any recommendations provided to them through MasteryPOINT Guidance Plus are created by MP Advisory Services and not by their employer, retirement plan sponsor, the service provider for the Plan, or any other entity.
5. Sponsor has selected MasteryPOINT and MP Advisory Services, MP Advisory Services has expressly agreed that it shall be a fiduciary within the meaning of applicable law with respect to any plan and individual user of the Software contemplated under that agreement only with respect to the investment advice provided by the Software. All parties expressly agree that MasteryPOINT is not a fiduciary of the Plan within the meaning of ERISA and shall not be responsible for any breach of fiduciary duty with respect to the Software.
6. Under the agreement between Union Bank and MP Advisory Services and MasteryPOINT, MP Advisory Services has agreed to indemnify and hold harmless Union Bank and the plan sponsor customers of Union Bank from liabilities, losses, claims, damages, and expenses (including reasonable attorney's fees) resulting specifically from alleged damages that arose due to reliance on the investment advice provided by MP Advisory Services and from alleged damages that arose due to a breach of its fiduciary duty with respect to the investment advice provided through the Software.
7. Other than MP Advisory Services' potential liability as a fiduciary as stated above, the parties agree that in no event shall MasteryPOINT or MP Advisory Services be liable to Union Bank for any direct, indirect, special, exemplary, punitive, or consequential damages arising out of or in connection with the provision of the Software.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

RESOLUTION 2016-13

WHEREAS, the City of Grand Island advertised a request for proposal for Administrative Service for Retirement Plans for the Police and Fire Plans; and

WHEREAS, the Police and Fire Pension Committees received and reviewed proposals from vendors; and

WHEREAS, Union Bank and Trust Company is the vendor jointly recommended by the Police and Fire Committees to provide Administrative Services for their Retirement Plans; and

WHEREAS, the contract was reviewed and approved by the legal department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the contract with Union Bank and Trust Company for Administrative Services for the Police Pension Plan.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
January 8, 2016	▣ City Attorney





# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item I-3

**#2016-14 - Consideration of Approving Agreement with Union Bank & Trust Company for Fire Pension Plan**

Staff Contact: William Clingman, Assistant Finance Director

# **Council Agenda Memo**

**From:** William Clingman, Assistant Finance Director

**Meeting:** January 12, 2016

**Subject:** Consideration of Approving Agreement with Union Bank & Trust Company for Fire Pension Plan

**Presenter(s):** William Clingman, Assistant Finance Director

## **Background**

On January 27, 2015 the City Council approved resolution 2015-28 which provided a one-time authorization to the Police and Fire Pension committees to issue Requests for Proposals (RFP) for the management of the Police and Fire Pension Plans. The RFP was advertised on June 2, 2015 and closed at 4 PM on June 24, 2015. In total nine proposals were received and four companies were selected for in person presentations with the Police and Fire committees.

## **Discussion**

On November 10, 2015 the Police and Fire Pension committees met to decide on which vendor each group would like to move forward with. A vote was taken and the unanimous recommendation of the combined committees for both plans is Union Bank & Trust Company.

## **Alternatives**

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

1. Approve the Resolution as presented.
2. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the contract with Union Bank & Trust Company.

## **Sample Motion**

Move to approve the contract with Union Bank & Trust Company.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
ADMINISTRATIVE SERVICES FOR POLICE & FIRE RETIREMENT PLANS**

**RFP DUE DATE:** June 24, 2015 at 4:00 p.m.

**DEPARTMENT:** Human Resources

**PUBLICATION DATE:** June 2, 2015

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**Wells Fargo Institutional Retirement & Trust**  
Minneapolis, MN

**MassMutual Financial Group**  
Springfield, MA

**ICMA Retirement Corporation**  
Washington, DC

**Union Bank & Trust Company**  
Lincoln, NE

**Lincoln Financial Group**  
Fort Wayne, IN

**Voya Financial, Inc.**  
Windsor, CT

**Smith Hayes**  
Lincoln, NE

**Nationwide**  
Columbus, OH

**Ameritas**  
Lincoln, NE

cc: Aaron Schmid, Human Resources Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Tami Herald, AHR Risk Mgt./Benefits Coord.  
William Clingman, Interim Finance Director

**P1820**

# **DEFINED CONTRIBUTION PLAN SERVICES AGREEMENT**

## **Governmental Qualified Plan**

**THIS AGREEMENT** is made and entered into by and between Union Bank and Trust Company ("Union Bank"), and City of Grand Island, Nebraska (the "Sponsor"), the sponsor and Plan Administrator of the **City of Grand Island, Nebraska Firefighters' Pension Plan** (the "Plan").

### ***WITNESSETH***

**WHEREAS**, Sponsor has established the Plan for the benefit of certain eligible employees of Sponsor and, if applicable, certain eligible employees of other employers which have adopted the Plan;

**WHEREAS**, Sponsor is the Administrator ("Plan Administrator") of the Plan and, as Plan Administrator, Sponsor has the authority, power and duty to administer the Plan according to its terms;

**WHEREAS**, Union Bank provides certain services with regard to employee retirement plans;

**WHEREAS**, Sponsor has the authority and desires to retain Union Bank to provide certain services for the Plan; and

**WHEREAS**, Union Bank is willing to provide such services;

**NOW, THEREFORE**, in consideration of the mutual promises and duties set forth in this Agreement, the parties hereto, intending to be legally bound, do agree as follows:

This Agreement sets forth the terms and conditions for Union Bank's services with respect to the Plan. The terms and conditions of this Agreement shall be deemed incorporated into and part of the specific service agreement of each and every Exhibit without express reference therein. It is agreed that Union Bank's authority and services as an agent or fiduciary of the Plan shall extend only to the performance of the specific services and functions set forth and described in this Agreement and any Exhibit hereto. Any performance of additional services to the Plan in connection with this Agreement shall not be treated as altering the Agreement or Union Bank's duties hereunder and shall not create additional obligations of Union Bank under any circumstances. It is further agreed that the responsibility for any Plan-related services and duties not identified in this Agreement or the Exhibits hereto are retained by and remain the sole responsibility of the Sponsor and/or Plan Administrator.

The parties further agree that except as may be specifically provided in Section 1 of this Agreement, this Agreement, including any Exhibit hereto, shall not require Union Bank to (i) act as a fiduciary to the Plan; (ii) provide investment advice for a fee; (iii) exercise any discretionary authority or control with respect to the management of the Plan or Plan Assets (as that term is defined in Section 1.4); or (iv) exercise or have any discretionary authority or responsibility in the administration of the Plan. Union Bank does not, and shall not, provide tax or legal advice and the Plan Sponsor must obtain its own legal and tax counsel for the Plan and its design, operation and administration.

## **1. TRUSTEE AND INVESTMENT-RELATED SERVICES**

1.1 Safekeeping of Assets. Unless otherwise agreed upon by the parties, Union Bank shall safekeep all Plan Assets, execute buy, sell and reinvestment transactions, collect and report dividend and interest payments, and act in accordance with the trust or custodial agreement maintained in connection with the Plan. The term "Trust" as used herein shall mean the funding medium established in connection with the Plan, and the term "Trust Agreement" as used herein shall mean the trust or custodial agreement maintained in connection with the Plan. To the extent this Agreement conflicts with any term of the Trust Agreement, the terms of the Trust Agreement shall control.

1.2 Reporting. Union Bank shall prepare periodic asset statements, describing all asset positions of the Trust as of the period ending date ("Reporting Period") and listing all transactions that have occurred during such Reporting Period. In the case of any Plan Asset not publicly traded, Sponsor (or other responsible fiduciary) shall provide to Union Bank the value of such Plan Asset, and Union Bank shall rely upon such value and shall have no responsibility to determine or confirm the accuracy of such value to the extent consistent with applicable law.

1.3 Contributions Processing. Within an administratively feasible period of time after Sponsor forwards contributions to the Trust, Union Bank shall invest such contributions (and earnings thereon) in accordance with proper investment directions.

1.4 Fiduciary Status of Union Bank. To the extent Union Bank is acting as Trustee with respect to any assets held in Trust in connection with the Plan ("Plan Assets"), Union Bank shall be a fiduciary of the Plan and shall have fiduciary responsibility for the duties assigned to it as Trustee in accordance with applicable law.

1.5 Investment Authority. Unless Union Bank agrees to the contrary in a separate writing, Union Bank shall have no investment management authority with respect to any Plan Assets and shall not render investment advice to any person in connection with the selection of investment options for the Plan Assets.

1.6 Selection of Plan Investments. This Section 1.6 shall apply only if under the terms of the Plan, participants, beneficiaries, and any other persons ("Participants") are entitled to direct the investment of all or a portion of their Plan benefits (a "Participant-Directed Plan").

Check one or more of the following:

- ☒ Sponsor Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor agrees that to the extent the Plan is a Participant-Directed Plan, then Sponsor (or other person designated in writing by Sponsor) shall be responsible for selecting and monitoring the designated investment alternatives ("DIA") made available to Participants under the portion of the Plan that is a Participant-Directed Plan. DIAs selected by the Sponsor (or other authorized person) shall be permissible investments as described in Section 1.8. Sponsor acknowledges that Union Bank may from time to time recommend that Sponsor review the appropriateness of one or more such DIAs and that upon Sponsor's request, Union Bank will provide information to Sponsor in connection with such DIAs, including performance data, benchmark information, and fee and expense information; provided, however, if Union Bank makes any such recommendations, Sponsor acknowledges that said recommendations will be based on the appropriateness of such investment options for retirement plans in general, and shall not be interpreted as being made specifically for the Plan. Changes in the Plan's DIAs shall be made in accordance with Exhibit D of this Agreement. Compliance with the procedures set forth in Exhibit D shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan and such written correspondence shall constitute written direction from Sponsor to Union Bank to make such changes in the Plan's DIAs.

Sponsor acknowledges that Union Bank offers investment selection and monitoring services for an additional fee that would relieve Sponsor from the fiduciary duty set forth in the preceding paragraph with respect to selecting and monitoring the Plan's DIAs, but that Sponsor has declined to engage Union Bank to provide such services.

- ☐ Union Bank Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment manager for the limited purpose of selecting and monitoring the Plan's DIAs, and Union Bank hereby accepts such appointment. In this capacity, Union Bank shall be responsible for selecting and monitoring the DIAs made available to Participants under the portion of the Plan that is a Participant-Directed Plan. The parties shall enter into an Investment Management Agreement under which Union Bank will be responsible for selecting and monitoring the Plan's DIAs.

Union Bank and Sponsor shall meet at least once during each calendar year (or more frequently as agreed upon by Union Bank and the Sponsor) to review the actions taken by Union Bank pursuant to its duty to select and monitor the Plan's DIAs.

In assuming responsibility for selecting and monitoring the Plan's DIAs, Union Bank represents and agrees that it is: (a) a fiduciary within the meaning of applicable law; and (b) is a bank within the meaning of the Investment Advisers Act of 1940.

- ☐ Union Bank Provides Plan-Level Investment Advice and Sponsor Remains Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment adviser, and Union Bank hereby accepts such appointment. In this capacity, Union Bank shall provide non-discretionary investment advice regarding the Plan's DIAs to be made available to participants under the portion of the Plan that is a Participant-Directed Plan. Although Union Bank will act as an investment advisor, Sponsor (or other person designated in writing by Sponsor) shall retain responsibility for selecting and

monitoring the Plan's DIAs. Changes in the Plan's DIAs shall be made in accordance with Exhibit D of this Agreement. Compliance with the procedures set forth in Exhibit D shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan and such written correspondence shall constitute written direction from Sponsor to Union Bank to make such changes in the Plan's investment options.

Sponsor acknowledges that Union Bank offers investment selection and monitoring services for an additional fee that would relieve Sponsor from the fiduciary duty with respect to selecting and monitoring the Plan's DIAs, but that Sponsor has declined to engage Union Bank to provide such services.

- ☐ **Sponsor Permits Self-Directed Brokerage Accounts.** In permitting Participants to establish self-directed brokerage accounts ("SDBA") under the Plan, Sponsor shall adopt a written policy establishing SDBAs, documenting the terms of which are incorporated herein by reference. Sponsor shall require each Participant establishing an SDBA to execute an agreement in connection with establishing such SDBA. Sponsor hereby further: (a) agrees that unless Union Bank agrees otherwise, the investments in a Participant's SDBA shall be limited to publicly-traded securities, mutual funds, money market investments, and other similar publicly-traded investments that are obtainable by Union Bank and which Union Bank is capable of holding in the ordinary course of business, which trade on a recognized exchange or over-the-counter market, and have a readily ascertainable fair market value on a daily basis; (b) acknowledges it has sole responsibility to ensure such SDBA is made available to Participants on a nondiscriminatory basis; (c) directs Union Bank to execute any documents necessary or appropriate to establish an SDBA for the benefit of a Participant; (d) and specifically holds Union Bank harmless and indemnifies Union Bank for any action taken or not taken by the Participant (or the service provider with whom Participant's SDBA is established) in the case that such Participant's SDBA is established with a third-party other than Union Bank.

1.7 **Investment Policy Statement.** To the extent Union Bank is a discretionary trustee of the Plan (or Union Bank has agreed to act as a fiduciary under applicable law and the Plan is a Participant-Directed Plan), Union Bank will be responsible for creating and maintaining an investment policy statement for the Plan. To the extent the Plan is a Participant-Directed Plan, and Sponsor is responsible for selecting and monitoring the Plan's DIAs, Union Bank will provide a draft investment policy statement for Sponsor's review and approval; provided, however, it shall be the sole responsibility of Sponsor: (a) to determine whether to adopt such investment policy statement; and (b) if adopted, to comply with such investment policy statement.

1.8 **Permitted Investments.** Unless Union Bank agrees otherwise, Plan Assets in a Participant-Directed Plan shall be limited to publicly-traded securities, mutual funds, money market investments, and other similar publicly-traded investments that are traded on a recognized exchange or over-the-counter market and have a readily ascertainable fair market value on a daily basis ("Publicly-Traded Plan Assets"); provided, however, if Union Bank agrees to act as trustee or custodian of any Plan Assets that are not Publicly-Traded Plan Assets, then Sponsor (or its designee) shall be responsible, at its expense, for obtaining the fair market value of such Plan Assets and provide such valuation to Union Bank. For all investments in mutual funds, Union Bank shall pass through any voting rights to the Participants whose Plan accounts are invested in such mutual funds.

1.9 **Prohibited Investments.** Unless Union Bank agrees in a separate written document, the following investments will not be permitted in a Participant-Directed Plan: (a) any investment that, in Union Bank's sole discretion, would constitute or may result in a non-exempt prohibited transaction under applicable law; (b) derivatives, options, commodities, swaps, or similar investments; (c) collectibles (as defined in Code Section 408(m)(2)); (d) non-publicly traded securities; (e) employer securities; (f) any investment prohibited by applicable law; (g) any investment that could cause the Plan or Trust to be subject to income taxes; (h) assets that are not capable of valuation; or (i) any investment prohibited under the terms of the Plan.

1.10 **Investment Advice to Plan Participants.** Sponsor may make investment advice available to Plan Participants in a Participant-Directed Plan in accordance with Exhibit F. Sponsor acknowledges that any Plan Participant who wants to receive investment advice must enter into a participant agreement with the investment advisor, if required, and that Sponsor further acknowledges it has reviewed and approved such participant agreement.

## **2. OTHER SERVICES TO BE PERFORMED BY UNION BANK**

2.1 **Union Bank's Responsibilities.** Union Bank, as directed by Sponsor, shall perform the recordkeeping, compliance, education, reporting and disclosure, and additional administrative services as set forth in Exhibit A. Exhibit A shall control and govern all recordkeeping, compliance, education, reporting and disclosure, and additional administrative

services to be performed by Union Bank as an agent for the Plan Administrator. Any other services and all legal and regulatory matters for the Plan are the responsibility of Sponsor. Sponsor acknowledges that Union Bank is engaged to perform such services under this Section 2 as an independent contractor and that all such services shall be ministerial in nature and that Union Bank shall have no discretionary authority to administer or interpret the provisions of the Plan and any such service performed by Union Bank pursuant to this Section 2 shall be deemed to be made at Sponsor's direction. Union Bank shall not be deemed a fiduciary of the Plan by reason of the services it provides pursuant to this Section 2.

2.2 EPCRS. In the event of an "Operational Failure" under the Plan as defined in the IRS Employee Plans Compliance Resolution System ("EPCRS"), Union Bank shall assist Sponsor and the Plan Administrator to resolve such Operational Failure, at the Sponsor's cost and expense, under the IRS Self-Correction Program, as defined in EPCRS, unless Sponsor determines such Operational Failure cannot be resolved under such Self-Correction Program and notifies Union Bank in writing of such determination.

2.3 Agent of Sponsor. In performing the services set forth in this Section 2, Union Bank shall act as an agent of Sponsor. Sponsor acknowledges that Union Bank is not by reason of this Section 2, providing the services of any attorneys, actuaries, accountants, investment advisors or analysts for Sponsor or the Plan, nor does Union Bank provide legal advice or tax advice by reason of its services under this Agreement.

2.4 Additional Duties. Sponsor and Union Bank may agree from time to time in writing to additional services to be performed by Union Bank in connection with the Plan.

### **3. SPONSOR'S RESPONSIBILITIES**

3.1 Provision of Necessary Information by Sponsor. Sponsor shall provide Union Bank with complete and accurate records of the Plan Participants as of the effective date of this Agreement and throughout the term of this Agreement that are necessary or appropriate for Union Bank to perform its services under this Agreement. Sponsor shall further provide Union Bank with records relating to any change that affects the recordkeeping and administration for the Plan. Sponsor shall provide to Union Bank all materials, documents and information, including the current documents comprising the Plan, as may be necessary or appropriate to service the Plan or to satisfy the requirements of governing law unless otherwise provided in this Agreement. All information provided to Union Bank by Sponsor or its designee shall be true and accurate, and in a usable format, and Union Bank shall be entitled to rely on the accuracy and completeness of such information and shall have no duty to verify, inquire further or investigate the accuracy of such information or any other information required by Union Bank to carry out the services provided for under this Agreement. Sponsor acknowledges that timely receipt of necessary records and information is a condition to the performance of Union Bank's duties and services under this Agreement. Union Bank shall not be liable for any delay, loss or failure in the performance of its duties resulting from any inaccurate or untimely information furnished to Union Bank by Sponsor or any other party. Sponsor, at its own expense, hereby authorizes Union Bank to take any action necessary or appropriate to correct any errors directly or indirectly resulting from Union Bank's reliance on any inaccurate information furnished to Union Bank by Sponsor or any other party.

3.2 Ongoing Information to be Provided by Sponsor. To the extent required to provide services to the Plan, Sponsor will provide or verify to Union Bank a listing for each plan year showing Participants and the contributions made to the Plan on behalf of each Participant for each plan year, the hire, rehire, and termination of employment dates for all of Sponsor's employees for each plan year, the number of hours of service for all of Sponsor's employees for each plan year and applicable eligibility computation and vesting computation periods, and any other information necessary or appropriate for Union Bank to perform its services under this Agreement. Unless applicable law provides otherwise, Sponsor is solely responsible for collecting, remitting and administering all contributions to the Plan (and loan payments, when applicable) and the timely deposit of such contributions to the Plan and its funding medium. The Sponsor shall comply with any applicable law or regulation that requires the timely remittance to the Plan's Trust of the employee contribution amounts withheld from wages when segregated from the employer's general assets.

3.3 Responsibility for Plan Design, Funding and Operations. Sponsor shall have the sole responsibility for designing, funding, and operating the Plan in compliance with all applicable laws and regulations, and unless otherwise provided herein, Sponsor shall have sole responsibility for selecting service providers for the Plan and monitoring the performance of such service providers. Sponsor's responsibilities under this Section 3.3 shall include providing to Union Bank all administrative forms or documents necessary or appropriate to administer the Plan; provided, however, to the extent Union Bank has provided any such administrative forms or documents for use by the Plan, Sponsor has approved their use unless Sponsor has provided written notice to the contrary.

3.4 Individually-Designed Plan. If the Plan is an individually-designed plan, unless otherwise provided in writing, Sponsor shall be responsible for providing to Union Bank a Plan document, as well as all the administrative forms and documents necessary to administer the Plan. Notwithstanding anything to the contrary, Sponsor shall be responsible for ensuring the Plan document complies with the form requirements of the Code at all times, and Sponsor shall be further responsible for obtaining a determination letter for the Plan.

3.5 Reporting and Disclosure Requirements. Sponsor shall be solely responsible for communicating and disclosing to Plan Participants any and all information regarding the Plan as required under applicable law. Except as otherwise provided herein, Sponsor shall be responsible for complying with all legal requirements applicable to the Plan and shall be solely responsible for satisfying any and all other reporting, notice, disclosure, and filing requirements imposed under applicable federal or state law, and all withholding, deposit and reporting requirements of federal, state and local tax laws applicable to the payment of Plan benefits except as otherwise provided in this Agreement.

3.6 Tax Qualification of Plan and Compliance with Laws. Sponsor shall be solely responsible for ensuring the Plan meets the requirements of Section 401(a) of the Code, and any other applicable sections of the Code. Sponsor shall be solely responsible and liable for any and all claims, taxes, and penalties resulting from the failure of Sponsor to administer the Plan in accordance with applicable laws and regulations. Sponsor agrees during and after the term of this Agreement to hold Union Bank harmless from, and indemnify Union Bank against any and all claims, losses, taxes, penalties and expenses, including attorney's fees that may be incurred by, imposed upon or asserted against Union Bank and arising out of Sponsor's fiduciary and administrative duties with respect to the Plan except to the extent due to the grossly negligent acts or omissions of Union Bank in fulfilling its duties under this Agreement.

3.7 Delays Caused by Sponsor. Sponsor shall be responsible for any delay in the performance of services hereunder caused by the failure of Sponsor to furnish or verify any information required for the services to be performed by Union Bank.

3.8 Initial Set-Up and Transition of Services. Sponsor shall direct and ensure that the prior recordkeeper for the Plan (if the Plan is not a newly-established plan), if applicable, provides complete and accurate account, Participant, employee, and asset data to Union Bank on a timely basis.

3.9 Specific Information to be Furnished by Sponsor. In providing the information and records necessary for Union Bank's services hereunder, Sponsor shall:

- provide employer and employee contribution data in such format and data transmission mode and as frequently as may be required by Union Bank;
- provide new Participant information in a format required by Union Bank at least two weeks prior to such Participant's entry date into the Plan;
- provide updated employee data, including service records, compensation records, termination dates, birth dates, address information, and hire and rehire dates for all of Sponsor's employees, and any other information necessary or appropriate for Union Bank to provide services hereunder, in a format required by Union Bank and as frequently as may be required by Union Bank;
- provide data for the compliance testing to be performed by Union Bank in a format required by Union Bank in a timely manner as required by Union Bank; and
- answer all specific legal or tax questions concerning the Plan.

Sponsor shall promptly notify Union Bank as to an address change for any Plan Participant, beneficiary, or alternate payee.

3.10 Plan Policies and Procedures. Unless otherwise provided herein, Sponsor shall be responsible for implementing all policies and procedures in connection with the Plan's qualified domestic relations order (QDRO) procedures; investment policies, loan policies, and administration ("policies and procedures"). Union Bank shall provide Sponsor with draft policies and procedures, and it shall be Sponsor's responsibility to review and approve such draft policies and procedures. If Sponsor does not notify Union Bank in writing within thirty (30) days of its objection to one or more policies and procedures, Sponsor shall be deemed to have approved and directed Union Bank to follow such policies and procedures in performing its services under this Agreement.



3.11 Related Employers. Sponsor is responsible for determining and notifying Union Bank whether it and any other employer or employers are members of a controlled group of businesses or an affiliated service group, as defined by Sections 414(b), (c) or (m) of the Internal Revenue Code, and notifying Union Bank in writing of such determination. In the absence of such written determination, Sponsor hereby directs Union Bank to treat Sponsor (or any owner or affiliate of Sponsor) as not being a member of a controlled group of businesses or an affiliated service group, and Sponsor understands Union Bank will rely on this lack of written notice in providing services to the Plan. All data as may be required by Union Bank to conduct its services under the Agreement when a controlled group of businesses or an affiliated service group is present shall be provided by Sponsor to Union Bank, and in such case Union Bank shall provide services hereunder with the understanding that Sponsor is a member of a controlled group of business or an affiliated service group.

#### **4. FEES**

4.1 Responsibility for Fees. In consideration of the services to be provided pursuant to this Agreement, Sponsor shall pay to Union Bank the fees set forth in Exhibit B. Unless Sponsor and Union Bank agree otherwise, fees will accrue on a monthly basis, and Sponsor will be billed on a quarterly basis, and such fees shall be due and payable within thirty (30) days after the billing statement date. Sponsor shall notify Union Bank whether Sponsor will pay such fees and expenses, or whether such fees and expenses will be billed to the Plan. Notwithstanding the foregoing, Union Bank's fees may be paid out of the assets of the Trust to the extent allowed by law and regulation if: (a) Sponsor directs that such fees be paid out of the assets of the Trust; or (b) Sponsor does not timely pay such fees. Sponsor, and not Union Bank, will be solely responsible for determining whether any expense (and the amount of such expense) is properly payable by the Plan under applicable law.

4.2 Future Adjustments. Union Bank shall have the right to adjust its fees upon providing written notice at least thirty (30) days prior to the effective date of such adjustment, or at any other time if changes are made to this Agreement or any amendments made to the Plan, or any changes made to applicable law, which affect Union Bank's costs of services under this Agreement as determined solely at Union Bank's discretion.

4.3 Third Party Expenses. Union Bank may charge Sponsor reasonable fees for the reproduction or return of Plan records requested by Sponsor or government agencies. Sponsor shall reimburse Union Bank for reasonable fees charged by others for information reasonably requested by Union Bank to perform its duties under this Agreement.

4.4 Taxes and Assessments. If, during the term of this Agreement, any tax (other than local, state or federal income taxes) or any other assessment, shall be imposed against Union Bank as a result of Union Bank performing its duties under this Agreement, Union Bank shall report the payment of such tax or assessment to Sponsor and Sponsor shall reimburse Union Bank for the same.

4.5 Fees for Additional Services and Reimbursement of Expenses. Nothing in this Section 4 shall prohibit Union Bank from performing any service not set forth in this Agreement for a reasonable fee; provided, however, any such service may be provided, and any such corresponding fee may be paid, only if agreed to by the parties in advance of performing such service; provided, further, Union Bank reserves the right to be reimbursed by Sponsor for out-of-pocket expenses incurred by Union Bank in connection with providing shareholder communications and proxy materials services.

4.6 Right of Union Bank to Suspend Performance. If Sponsor, for any reason whatsoever, fails to make a required payment of fees on a timely basis, Union Bank may deduct such fees from the Trust or suspend the performance of its services under the Agreement until such time as Sponsor makes the proper remittance; provided, however, if Union Bank decides to suspend the performance of such services, Union Bank shall provide Sponsor with timely written notice of Union Bank's intent to suspend the performance of such services.

4.7 Fees Received by Third Parties. Nothing in this Agreement shall prohibit Union Bank from receiving reasonable fees or compensation from any person directly or indirectly in connection with the services provided to the Plan, Participants, or Sponsor in connection with the Plan. The Sponsor acknowledges and agrees that the fees or compensation that it may receive from certain mutual funds that are selected as DIAs as disclosed in Exhibit D shall be considered compensation to Union Bank for its services that is in addition to the fees charged directly by Union Bank for its services.

#### **5. TERM AND TERMINATION**

5.1 Initial Term and Renewal. This Agreement shall have an initial term of one (1) year and shall continue until terminated pursuant to Sections 5.2 and 5.3 of this Agreement.

5.2 Early Termination Upon Notice by Either Party. This Agreement may be terminated by either party for any reason upon sixty (60) days prior written notice to the other party.

5.3 Early Termination by Union Bank. This Agreement shall at the option of Union Bank terminate, or otherwise be suspended, effective immediately upon written notice to Sponsor, if:

- A. Sponsor fails to pay the fees provided in Section 4 within thirty (30) days of their due date;
- B. Sponsor becomes insolvent or files for bankruptcy protection;
- C. Sponsor fails to promptly deliver any required forms or information needed for Union Bank to properly perform its duties under this Agreement;
- D. there is a merger, sale, acquisition, or consolidation involving Sponsor or the Plan, unless Union Bank consents to continue services under this Agreement with the successor Sponsor in advance of such event;
- E. Sponsor or other Plan fiduciaries takes any action deemed by Union Bank to violate applicable federal or state law; or
- F. any law or regulation is enacted that makes this Agreement illegal or impossible to perform.

5.4 Duties after Termination. Upon termination of this Agreement, Union Bank shall perform services hereunder through the termination date. Union Bank shall deliver, within sixty (60) days of the last service required under the Agreement, to Sponsor a complete and final accounting and report of its recordkeeping for the Plan, together with all books and records in its possession with respect to the Plan, all accounts, and all reports and other papers pertaining to the Plan. Union Bank retains the right to keep copies of all documents as may be required for audit purposes or as required by the Federal Deposit Insurance Corporation, state banking authorities, the IRS, or any other applicable regulatory authority.

5.5 Transition Services. Upon termination of this Agreement, Union Bank shall provide reasonable assistance in transferring Plan records and related information to any successor administrator, fiduciary, or other person designated by Sponsor. Sponsor shall be responsible for reimbursing Union Bank for any direct costs that are incurred in transferring Plan records and related information to the successor administrator.

5.6 Survival of Obligations. Union Bank's and Sponsor's respective obligations under the Agreement which may, by their nature, continue beyond the termination of this Agreement (including the indemnifications and limitations of liability under Section 6) shall survive any termination of this Agreement.

## **6. INDEMNIFICATION AND LIABILITY LIMITATIONS**

6.1 Limitation of Liability. Except as specifically provided in this Agreement, Union Bank shall not be liable to Sponsor, its agents, Plan Participants, or any other person whatsoever for any acts or omissions, with the exception of its gross negligence or willful misconduct relating to the services provided by Union Bank pursuant to this Agreement. Unless otherwise provided under applicable law, Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any Plan Participant's use, or any other person's use, of the internet, other electronic system, or telephonic voice response system, made available by Union Bank under this Agreement except for its grossly negligent or willful acts or omissions. Union Bank shall not be liable for damages resulting from an interruption of any service or delayed or defective performance of services arising from war, natural disasters, acts of terrorism, loss of utilities, government restrictions, trading halts or trading exchange conditions, or any other cause beyond Union Bank's reasonable control.

6.2 No Liability for Following Sponsor's or Participant's Directions. Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by Union Bank to be: (a) genuine; and (b) from an authorized representative of Sponsor or, with respect to Participant investment directions, the Participant. Union Bank shall not be responsible or liable for any acts or omissions made in reliance on erroneous data provided by Sponsor or any other person or the failure of Sponsor to perform its obligations under this Agreement. Union Bank shall not be responsible or liable for any acts or omissions made by any person, selected by Sponsor or any Participant, providing services to the Plan or Participant, or for following the investment directions provided by a Participant (or the Participant's agent or designee) in a Participant-Directed Plan.

6.3 No Liability for Acts of Prior Administrator. Union Bank shall not be responsible or have any liability for any acts or omissions of any previous recordkeeper, third party administrator, fiduciary, or any other service provider for the Plan, or for any acts taken by Union Bank in reliance upon or on the basis of any records or information prepared by a previous recordkeeper, third party administrator, fiduciary, or any other service provider.

6.4 Indemnification of Union Bank by Sponsor. In addition to and not in limitation of the specific indemnification obligations of Sponsor provided elsewhere in this Agreement, Sponsor agrees to indemnify and hold harmless Union Bank, its officers, directors, agents and employees, from and against any and all claims, damages, losses, liabilities, taxes, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected to any act done or omitted to be done by Union Bank with respect to carrying out its responsibilities under this Agreement, except as to those matters as to which Union Bank is finally adjudged to be guilty of gross negligence or willful misconduct. Such indemnification by Sponsor shall include, but shall not be limited to, any and all actual or threatened claims, suits, proceedings, or causes of action against Union Bank by any Plan Participant or beneficiary, or any other person.

6.5 Indemnification of Sponsor by Union Bank. Union Bank shall indemnify and hold harmless Sponsor, its agents and employees from and against any and all claims, damages, losses, liabilities, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected with the grossly negligent or willful acts that occur in Union Bank's performance of its services under this Agreement. Under no circumstances will either party to this Agreement have any obligation to indemnify the other party for any special, consequential, punitive or indirect damages or losses.

6.6 Survival of Indemnification Provisions. Each party's obligation under this Agreement to indemnify and hold harmless the other party from certain claims, damages, losses, liabilities, penalties, taxes, fines and expenses shall survive the termination of this Agreement.

6.7 No Special Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UNION BANK OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES ARISING FROM THIS AGREEMENT, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

## **7. DESIGNATION OF REPRESENTATIVES**

7.1 Authorized Representatives. Sponsor shall designate in Exhibit C the initial authorized representative(s) to sign documents, communicate information and provide instructions and directions concerning the Plan to Union Bank, and shall update, as needed, such designation as set forth in Exhibit C. Such authorization shall remain in effect until Union Bank has received written notification to the contrary. Union Bank shall be entitled to rely and act upon any instructions received from such authorized persons that Union Bank reasonably believes to be so authorized to provide such instructions and shall have no duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

## **8. MISCELLANEOUS**

8.1 Amendment. This Agreement may be amended by Sponsor and Union Bank at any time by written agreement by both parties.

8.2 Union Bank not a Plan Administrator. In no event shall Union Bank or its agents or employees be deemed the Administrator of the Plan as amended, or for purposes of any applicable law affecting or regulating the Plan.

8.3 Capturing Rollovers. Sponsor understands and grants permission to Union Bank (or an affiliate of Union Bank) to contact Plan Participants, upon termination of employment, and to educate them (and not to provide advice) on their Plan distribution options upon terminating employment with Sponsor, including the option of rolling over a distribution to an Individual Retirement Account established at Union Bank (or at an affiliate of Union Bank).

8.4 Union Bank not a Plan Fiduciary. Except as otherwise provided in Section 1, Union Bank or its agents or employees shall not by reason of this Agreement or the services provided hereunder be deemed a fiduciary of the Plan, or be classified as a fiduciary for the purposes of any applicable law affecting or regulating the Plan; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any aspect to the Plan or any person as a fiduciary, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its

agents and employees from and against all legal responsibilities and liability as a fiduciary of the Plan except to the extent that such liability may be due to Union Bank's willful breach of fiduciary duty.

8.5 No Authority to Control, Manage or Dispose of Plan Assets. Except as otherwise provided in writing to the contrary, Sponsor and/or Trustee shall have absolute authority with respect to the control, management, disposition and utilization of Plan Assets, and Union Bank shall not have, nor be deemed to exercise, any discretion, control, or authority with respect to the control, management, disposition, or utilization of Plan Assets; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any respect to the Plan or any person because of any control or authority with respect to Plan Assets, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its agents and employees from and against liability connected with or predicated on such control or authority of the Plan Assets.

8.6 Responsibility for Other Expenses. Sponsor shall be responsible for all expenses incident to the operation of the Plan unless such expenses are the responsibility of Union Bank in performing the services provided under this Agreement.

8.7 Subpoenas and Court Orders. Union Bank will comply with all subpoenas or court orders properly served upon it which have not been quashed, dismissed, rescinded, withdrawn or stayed; provided, however, Union Bank shall immediately notify Sponsor of the service of any such subpoena or order and give Sponsor the opportunity to contest or resist the subpoena or order. Sponsor shall reimburse Union Bank for all costs and expenses incurred with respect to complying with such subpoenas and court orders. Sponsor shall bear all responsibility for resisting or contesting any court or governmental agency order concerning Plan records in the possession of Union Bank.

8.8 Instructions to Union Bank. Sponsor hereby authorizes Union Bank to act on the written instructions of Sponsor (or its designee), on instructions provided by Sponsor in the form of facsimile transmission, by e-mail, or any other method, electronic or otherwise, acceptable to Union Bank. To the extent such instructions are submitted to Union Bank in the form of facsimile or e-mail, Sponsor hereby directs Union Bank to act on such instructions notwithstanding the fact that such instructions do not bear an original authorized signature, provided the instructions acted upon: (a) appear to be signed by a person entitled to give binding instructions to Union Bank in the case of instructions provided by facsimile; (b) appear to have been sent from the computer of a person entitled to give binding instructions to Union Bank in the case of instructions provided by e-mail; and are consistent with the established authority of such person in the case of instructions provided by facsimile or e-mail. Sponsor acknowledges that information sent via e-mail may be less confidential than information sent by other methods. Union Bank shall not be liable for any loss of the confidentiality of information sent by e-mail prior to its reception. Sponsor acknowledges that there are encryption methods available for the confidential transmission of data by e-mail, and its failure to encrypt such e-mail transmissions evidences Sponsor's acceptance of the potential loss of confidentiality of such e-mail transmitted data.

The authorization provided in this Section 8.8 shall continue in effect until revoked or amended in writing (or via facsimile or e-mail). To the extent Union Bank acts within the scope of this authorization, Sponsor expressly releases Union Bank from and indemnifies Union Bank against any liability that may directly or indirectly arise as a result of Union Bank's action or inaction based on the facsimile, email or electronic instruction.

8.9 Online Administration/Telephone and Electronic Directions by Participants. To the extent permitted under applicable law and in accordance with Union Bank's practices, unless Union Bank agrees otherwise, Sponsor hereby authorizes and directs Union Bank to process elections submitted by Plan Participants to Union Bank via Union Bank's website or voice response unit with respect to: (a) enrolling in the Plan; (b) submitting deferral elections (and modifications thereto); (c) making beneficiary designations; (d) making investment elections or investment transfers with respect to their Plan accounts; (e) requesting and initiating a loan; or (f) requesting distributions including hardship and in-service distributions (collectively referred to as "Electronic Elections"). All such elections shall be made in accordance with applicable law, the provisions of the Plan, and any policies adopted by Sponsor and Union Bank. Sponsor directs Union Bank to process such Electronic Elections pursuant to this Section 8.9 without further approval from Sponsor.

Sponsor hereby further directs Union Bank to act upon such telephone or electronic instructions without questioning the authenticity of such direction other than as provided herein. A Participant may be required to provide Union Bank with his/her name, Plan name, Social Security Number, personal identification number, and any other personal information Union Bank deems necessary or appropriate. For security purposes, Union Bank shall have the right to require a Participant to respond to additional questions (e.g., date of birth, date of hire, or other "challenge" questions) before being able to access his/her account. Only authorized representatives of Sponsor and the Participant shall have access to such Participant's account.

Some services provided by Union Bank may require oral, telephone, electronic or written instructions or information provided by the Participant and/or the Participant's spouse. Instructions or other information provided to Union Bank under a signature which purports to be that of the Participant or provided with a personal identification number or other identifying information used to verify that the transmission originated from the Participant shall be deemed to be complete, accurate, authentic and timely. Union Bank shall act in accordance with such instructions or information and shall have no duty to inquire into their completeness, accuracy, authenticity or timeliness.

Union Bank shall not be responsible for, and makes no warranties regarding access, speed or availability of Electronic Elections, or any other service required for electronic communication, nor does Union Bank make any warranties, express or implied, and disclaims all warranties of merchantability, fitness for a particular purpose and non-infringement. Sponsor shall indemnify, and hold harmless Union Bank (including its employees, representatives and agents) from and against any liability, loss or expenses (including reasonable attorneys' fees and court costs) incurred by Union Bank in connection with providing information or processing transactions in accordance with the directions of a Participant via written telephone, internet or other means approved by Sponsor for use with the Plan.

8.10 Subcontractors of Union Bank. Union Bank may contract with other subcontractors to perform services under this Agreement. However, Union Bank will be responsible for those services to the same extent that it would have been responsible had Union Bank performed those services directly hereunder.

8.11 Force Majeure. Neither Union Bank nor Sponsor shall be liable for any loss or expense resulting from a failure to fulfill or for delay in fulfilling its responsibilities under this Agreement where such failure or delay arises from any occurrence commonly known as force majeure, including, but not limited to, fire, flood, acts of God, war, riot, failures of any telephone or wireless network, strikes or other acts of workmen, accidents, acts of terrorism, revolution or any other events or circumstances beyond the reasonable control of the party affected by the occurrence.

8.12 Records are Property of Sponsor. All records sent to Union Bank by Sponsor (or its agents) will remain the property of Sponsor. Plan records in Union Bank's possession will be returned by Union Bank to Sponsor or its designee in the event of termination of this Agreement or otherwise upon the written instructions of Sponsor. This provision shall not preclude Union Bank from retaining copies of Plan records that it may reasonably need or that it may be required by law to retain or from destroying records that it has held following such termination of this Agreement.

8.13 Inspection of Plan Records by Sponsor. Union Bank agrees that, upon reasonable notice, it shall provide Sponsor the information and records that Sponsor may reasonably require that are maintained by Union Bank in order for Sponsor or its designee to perform audits of such records, to process any Participant claim or to perform any other function necessary for the operation of the Plan.

8.14 Confidentiality/Security. Union Bank and Sponsor agree to treat as confidential and use only in connection with this Agreement all Plan data, records and information ("confidential information") regarding the recordkeeping and trust systems, including computer programs and software, reports and other documents, which are furnished to the other under this Agreement. Union Bank and Sponsor shall protect the security of such confidential information and shall not disclose such confidential information to third parties except as required by law or when requested to do so by the other; provided, however, that Union Bank may disclose such confidential information to its agents in the course of performing its duties under this Agreement. Sponsor furthermore agrees to comply with any confidentiality or security requirements as may be established from time to time by Union Bank. Union Bank is entitled to presume that, unless notified to the contrary by the Sponsor, all actions necessary to ensure compliance with applicable data protection laws have been satisfied with respect to the information and data furnished to Union Bank.

Union Bank agrees that all Plan information and data, including instructions from Sponsor, provided to Union Bank by Sponsor (or its agent) are the confidential information of Sponsor or the Plan. Union Bank agrees not to disclose such confidential information to third parties except: (a) to its affiliates or agents for the purpose of providing services to the Plan; (b) in any administrative or judicial forum involving a dispute under this Agreement; (c) as may be required by law or by order of any government agency, regulatory body or court of competent jurisdiction for purposes other than those specified in the Agreement without the prior consent of Sponsor; (d) that non-participant specific information may be provided to support industry surveys; and (e) for the limited purpose of collecting satisfaction surveys from Sponsor and/or Plan Participants from time to time.

8.15 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Nebraska except to the limited extent that the Agreement may be preempted by applicable law.

8.16 Notices. All notices under this Agreement shall be in writing (or any electronic media to the extent permitted under applicable law and acceptable to Union Bank) and shall be given to the party entitled thereto by personal service, or by United States mail, to the last known address of said party. Notices to Union Bank shall be sufficient if sent to:

Union Bank & Trust Company  
6811 S. 27<sup>th</sup> Street  
P.O. Box 82535  
Lincoln, NE 68501-2535

8.17 Entire Agreement and Severability. Except as otherwise provided in the Plan's Trust Agreement, Sponsor acknowledges that there are no agreements or understandings, written or oral, between itself and Union Bank with respect to services which are to be rendered by Union Bank, other than as set forth herein or in such additional written agreements authorized hereunder. In any case where any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement.

8.18 No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon any person (other than the Sponsor, Plan Administrator and Union Bank) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary of or under this Agreement.

8.19 Binding Effect. This Agreement shall be binding upon all the parties hereto, their heirs, successors, assigns, and legal representatives forever.

8.20 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, Sponsor and Union Bank have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective **February 1, 2016**.

City of Grand Island, Nebraska  
*Sponsor*

Union Bank & Trust Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### 1. Administrative Services

#### A. Recordkeeping Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- maintain individual Participant account information that may be provided from time to time by Sponsor. To the extent applicable, such information shall include, but will not be limited to, each Participant's name, social security number or taxpayer identification number, date of hire and rehire, number of hours worked in the plan year, date of birth and date of Plan participation, and date of termination of employment and address information.
- determine an employee's eligibility to participate in the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor; provide to Sponsor, in electronic form or otherwise, services and materials to facilitate employee enrollment, contribution elections and investment directions.
- determine an employee's vesting service under the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor.
- record relevant employee data including compensation (as defined by the Plan) as reported to Union Bank by Sponsor, contributions, rollovers and transfers, distributions, payroll information and investment transactions.
- allocate Plan investment gains or losses and forfeitures in accordance with Plan provisions.
- allocate Employer contributions in accordance with Plan provisions.
- allocate Participant contributions, including to the extent applicable, pre-tax elective deferrals, Roth deferrals, after-tax employee contributions, and rollover contributions, in accordance with the Plan provisions.
- prepare a summary allocation report annually for all Plan Participant accounts. Such report will include each Participant's total account balance; the vested amount of each such total account balance; the vested percentage of each total account balance; the allocation of contributions and forfeitures and Plan gain or loss; fund transfers and any distributions made to or on behalf of each such Plan Participant.
- process changes to investment allocations (in a Participant-Directed Plan) as directed by Participants.
- prepare, on behalf of the Plan Administrator, for each Participant in the Plan, a Participant benefit statement as frequently as required under applicable law.
- make distributions (including in service distributions, hardship distributions, and required minimum distributions to the extent applicable under the Plan) and disbursements (including disbursement of loan proceeds), pursuant to the terms of the Plan document, to any Participants who is entitled to such distribution or disbursement. Sponsor agrees that all distributions and disbursements made from the Plan shall be deemed to be made at the direction of Sponsor, acting as Plan Administrator. Distributions and disbursements will be made within an administratively practicable period of time following the date Union Bank receives executed distribution or disbursement forms. Union Bank shall subject all taxable distributions to applicable federal and Nebraska state tax withholding and remit such withholding on behalf of the Plan and Plan Administrator to the appropriate governmental entities. Union Bank will prepare and file an IRS Form 1099-R with respect to such distributions and disbursements to the extent required by law.

B. Additional Administrative Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- provide Participants access to an interactive voice response system and the internet for investment transfers, account balance realignments, investment elections and changes thereto, and deferral elections and changes thereto.
- provide Participants access to their accounts via the world wide web as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures.
- provide Participants access to a Union Bank representative via telephone for inquiries regarding their individual Plan accounts.
- provide Sponsor access to individual Participant accounts (and provide Participants with the ability to perform certain Plan transactions) via the world wide web as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures; provided, however, Sponsor agrees and acknowledges that Union Bank shall not be liable for any action taken by Sponsor, or its employees, in connection with making changes to a participant's account through electronic or other means.
- provide to Sponsor, and to make available to Participants, in electronic form or otherwise, enrollment, distribution, loan-related, and termination of employment forms, and any other forms necessary or appropriate to administer the Plan except to the extent Sponsor provides such forms. Sponsor acknowledges that it has had the opportunity to review such forms and documents, and unless Sponsor notifies Union Bank in writing to the contrary, Sponsor hereby directs Union Bank to use such forms in performing its services under this Agreement.
- to the extent applicable under the Plan, process loans with respect to amounts borrowed from a Participant's individual Plan account in accordance with the Plan document, and the Plan's loan policy. Union Bank will prepare and file IRS Form 1099-R or such other forms as may be required under applicable law for the reporting of distributions that Sponsor directs Union Bank to make in connection with the failure of a Participant to repay a loan as required, provided that Sponsor provides Union Bank with all information Union Bank may need to prepare the reports of distributions.
- review any domestic relations order received by the Plan and notify the Plan Administrator of the results of such review; provided, however, Sponsor acknowledges that the Plan Administrator is solely responsible for determining whether a domestic relations order constitutes a qualified domestic relations order ("QDRO") within the meaning of the Internal Revenue Code and for otherwise complying with the QDRO requirements set forth in the Internal Revenue Code.

C. Education Services

Sponsor hereby directs Union Bank to (select as appropriate):

- ☒ deliver to Sponsor Plan enrollment materials, and information regarding the investments available under the Plan; provided, however, Sponsor will be responsible for providing such information to Participants.
- ☒ conduct employee education meetings as mutually agreeable to Sponsor and Union Bank.

D. Compliance Services

Unless Sponsor has notified Union Bank to the contrary, Sponsor hereby directs Union Bank to perform the following compliance services to the extent applicable to the Plan:

- conduct, on an annual basis, coverage testing under Internal Revenue Code ("IRC") § 410(b)(1) based on information provided by Sponsor, and to report to Sponsor the results of such testing.
- conduct, on an annual basis, nondiscrimination testing under IRC § 401(a)(4) and to report to Sponsor the results of such testing.



- conduct, on an annual basis, the “annual additions test” set forth in IRC § 415(c) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual deferral percentage test set forth in IRC § 401(k) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual contribution percentage test set forth in IRC § 401(m) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the deferral limitations test set forth in IRC § 401(a)(30) and catch-up amounts under IRC § 414(v) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, top heavy testing set forth in IRC § 416 and to report to Sponsor the results of such testing.
- monitor, on an annual basis, required distributions as required by IRC § 401(a)(9).

In performing services under this Agreement, including the above-referenced Compliance Services, unless Sponsor expressly notifies Union Bank in writing to the contrary, Sponsor acknowledges and directs Union Bank to provide services under this Agreement with the understanding that Sponsor does not maintain any qualified plan (under IRC §401(a)) other than the Plan, and that Sponsor is not a member of a controlled group of businesses nor a member of an affiliated service group within the meaning of the Internal Revenue Code. To the extent Sponsor notifies Union Bank in writing that Sponsor is a member of a controlled group of businesses or a member of an affiliated service group, Union Bank will perform the above-referenced Compliance Services on a controlled group basis or an affiliated service group basis as the case may be.

E. Reporting and Disclosure Services

Sponsor directs Union Bank to (select as appropriate):

- ☐ prepare, on an annual basis, IRS Form 5500, and timely deliver the same to Sponsor for signature and filing. Sponsor will be responsible for determining whether the Plan is responsible for filing IRS Form 5500, and whether an audit is required. Union Bank is authorized to file Form 5558 (Application for Extension of Time to File Certain Employee Plan Returns) on behalf of Plan unless directed by Sponsor/Plan Administrator to not file the extension. If Sponsor determines IRS Form 5500 must be filed, Union Bank will prepare such IRS Form 5500 and deliver the same to Sponsor for signature and filing. Sponsor shall engage the services of an independent auditor to prepare the audit report to the extent an audit report is required. If this box is checked, Sponsor also directs Union Bank to prepare the Summary Annual Report (“SAR”) for the Plan; provided, however, notwithstanding anything to the contrary, Sponsor shall be responsible for delivering such SAR to participants as required by law.
- ☐ prepare, on an annual basis, Form 8955-SSA and timely deliver the same to Sponsor for signature and filing.
- ☐ cooperate with Sponsor and any third-party responsible for preparing IRS Form 5500 and Form 8955-SSA.
- ☐ prepare a Plan Document for review, approval, and execution by Sponsor; provided, however, it shall be Sponsor’s responsibility to ensure such Plan document is qualified within the meaning of Internal Revenue Code Section 401(a). If this box is checked, Sponsor also directs Union Bank to prepare a Summary Plan Description (“SPD”) and, if applicable, Summaries of Material Modifications (“SMM”), for the Plan on a timely basis; provided, however, Sponsor shall be responsible for delivering such SPD and SMMs to Participants as required by law.
- ☒ prepare Participant fee disclosures to Participants and eligible employees as required by ERISA Regulation § 2550 404a-5; provided, however, Sponsor shall be responsible for delivery of all notices and disclosures to Plan participants and eligible employees as required by law. The services shall consist of the preparation of
  - (i) initial and annual notice in standard formats which will include plan-related and investment-related information, as required by ERISA regulations.
  - (ii) Quarterly Disclosures – including fees deducted from Participant accounts during the quarter and other disclosure requirements on Participant account statements.

- (iii) Website information for access to required information regarding the DIAs and to a glossary of terms as required by the ERISA regulations.
- (iv) to the extent Union Bank has been provided the information that Participants have the right to request under ERISA Regulation § 404a-5(d)(4), such information will be furnished or made available upon request.

City of Grand Island, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT B

### COMPENSATION AND FEE SCHEDULE

#### City of Grand Island, Nebraska Firefighters' Pension Plan

**Annual Base Fee .....No Charge**

This fee will be billed on a quarterly basis (the quarterly fee will be calculated by dividing the Annual Base Fee by 4). The Base Fee is due and payable on a quarterly basis. If the Base Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to participants on a pro rata basis.

**Annual Asset-Based Fee**

<b>Plan Assets for Entire City of Grand Island Relationship</b>	<b>Total Standard Rates</b>
Initial \$20,000,000	.20%
Next \$10,000,000	.17%
Balance of Account	.15%

This fee relates to trustee/custodial services, participant services and educational services, management reports to Sponsor, annual compliance testing, and reconciling trust assets to Participant allocation reports.

The Asset-Based Fee will be billed on a quarterly basis by multiplying the Plan Assets subject to the Asset-Based Fee by the Asset-Based Fee shown above. The Asset-Based Fee will be calculated on a monthly basis (by dividing the Asset-Based Fee by 12), as of the last business day of each month, and accrued for a three-month period. The Asset-Based Fee is due and payable on a quarterly basis. If the Asset-Based Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**Annual Investment Fiduciary Services Fee ..... Not Applicable**

To the extent Union Bank will act as a fiduciary with respect to selecting and monitoring the Plan's DIAs (as set forth in Section 1.6) in a Participant-Directed Plan, Union Bank will charge an Investment Fiduciary Services Fee. This fee will be billed on a quarterly basis by multiplying the Plan Assets subject to the Investment Fiduciary Services Fee by the Investment Fiduciary Services Fee shown above. The Investment Fiduciary Services Fee will be calculated on a monthly basis (by dividing the Investment Fiduciary Services Fee by 12), as of the last business day of each month, and accrued for a three-month period. The Investment Fiduciary Services Fee is due and payable on a quarterly basis. If the Investment Fiduciary Services Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**Brokerage Fee ..... Not Applicable**

The Brokerage Fee relates to the establishment and maintenance of a brokerage account under the Plan. One-fourth of the annual Brokerage Fee will be due and payable on a quarterly basis. If the Brokerage Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged on a per capita basis to those Participants who have a brokerage account under the Plan.

**Quarterly Participant Recordkeeping Service Fee (cost per Participant)**

**Quarterly Participant Statements mailed to Participants.....No Charge**

The Participant Recordkeeping Service Fee will be billed on a quarterly basis by multiplying the Participant Recordkeeping Service Fee by the number of individual accounts under the Plan as of the last business day of the quarter. One-fourth of the Annual Participant Recordkeeping Service Fee will be due and payable on a quarterly basis. If the Participant Recordkeeping Service Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**Fees Related in Investments in Stratus Funds (select one, if applicable):**

- ☐ Plan Assets invested in the Stratus Growth Fund and Stratus Government Securities Fund are not subject to the Asset-Based Fee.
- ☐ Plan Assets invested in the Stratus Growth Fund and Stratus Government Securities Fund are subject to the Asset-Based Fee. In this case, the investment advisory fees received by Union Investment Advisors, and the administration fees received by Adminisystems, Inc. are credited against the Asset-Based Fee to the Plan quarterly on a pro rata basis among all Participants.

**Form 5500 Preparation Fee ..... Not Applicable**

The Form 5500 Preparation Fee is charged for the preparation of Form 5500, Annual Return/Report of Employee Benefit Plan and Summary Annual Report. The Form 5500 Preparation Fee is due and payable when the services are rendered. If the Form 5500 Preparation Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**Loan Fee**

**Initial Loan Processing Fee ..... Not Applicable**

This fee is due and payable, at the time the loan is established, from the account of the Participant who initiated the loan, and will be deducted separately from the Participant's loan proceeds.

**Distribution Fee**

Distribution Check Provided to Participant or Direct Rollover Transaction Made to Another Financial Institution or Employer Plan..... **\$25**  
Additional Fee for Distributions Made via Wire Transfers to Participants ..... **\$15 Per Transfer**  
Additional Fee for Distributions Made via Overnight Mail ..... **\$35 Per Mailing**

The Distribution Fee does not apply to installment distributions or required minimum distributions.

Unless Sponsor agrees to pay the distribution fee, Sponsor hereby directs that such fee be deducted from the Participant's account before the distribution is processed.

If a Participant's account balance is \$25 or less at the time the Participant is entitled to a distribution, Sponsor understands and agrees that the entire amount of the Participant's account balance will be paid to Union Bank as a Distribution Fee.

**Qualified Domestic Relations Order (QDRO) Fee..... \$400 per QDRO**

The QDRO Fee relates to the review of documentation and assistance with transfer of funds pursuant to a QDRO. Unless Sponsor pays the QDRO Fee, Sponsor hereby directs that one-half of the fee be paid by the participant, and one-half of the fee be paid by the alternate payee (i.e., deducted from their accounts). The QDRO Fee will be due and payable at the time the alternate payee's account is established under the Plan.

**Float Fee**

Union Bank earns a "Float Fee" at a money market rate of return. "Float" represents earnings Union Bank receives in two situations. The first situation is when Union Bank has received contributions from Sponsor. In this case, float may be earned between the time Union Bank receives such contributions from Sponsor and the time such contributions are invested under the Plan. The second situation is when Plan Assets are transferred from the Plan's trust/custodial account to a Union Bank general account when a distribution check is made payable to a Participant. In this case, float may be earned between the time such Plan Assets are transferred to a Union Bank general account and the time the Participant presents the distribution check for payment.

**Float Disclosure**

In signing this Agreement, Sponsor is agreeing that Union Bank will receive, as additional compensation, for services, any earnings (i.e., "float") on Plan Assets received by Union Bank and held in a general account of Union Bank before such

Plan Assets are invested or otherwise disbursed from the Plan. Uninvested funds are not segregated from other general Union Bank accounts, so attributing an exact earnings or interest factor applicable to the Plan's uninvested funds is not possible. Earnings on the float depends on numerous factors such as current interest rates, Federal Funds rates, and the duration of the particular debt instrument.

Float on Plan Assets Awaiting Investment. If Union Bank receives contributions or loan payments by pre-authorized Automated Clearing House ("ACH") debit to Sponsor's bank account, such contributions will generally be invested by the close of business on the business day following Union Bank's receipt of such contributions and corresponding investment instructions.

If Union Bank receives contributions or loan payments by wire transfer or check, such contributions will generally be invested by the second business day following Union Bank's receipt of such contributions and corresponding investment instructions.

Float earnings will accrue to Union Bank on funds received for investment from the date of deposit with Union Bank until the date the monies are disbursed (generally by wire transfer) in settlement of investment purchases.

Distributions. If Union Bank receives a distribution request in the form of a check, the float period begins on the date the check is written and ends on the date the check is cleared by the bank on which the check is drawn. Union Bank will generally issue checks from a general account by the close of business on the second business day following receipt of available funds and payment directions. A distribution check is typically mailed on the same day it is written.

### **Consulting/Miscellaneous Services Fee**

Union Bank reserves the right to charge a special Consulting/Miscellaneous Services Fee if Sponsor requests that consulting or extraordinary services be provided. These fees can be charged for additional compliance testing, compliance testing projections, correction of failed compliance tests, plan audits, consulting, reporting, disclosure, or any other services not otherwise covered under this Agreement.

If Union Bank determines that such special consulting services or extraordinary services should be performed, Union Bank will notify Sponsor in advance as to the extent of such services and the fee for such services. This fee is due and payable upon completion of the special consulting services/extraordinary services. If the Consulting/Extraordinary Service Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a pro rata basis.

### **Plan Amendment Fee .....No Charge**

Union Bank does not charge a Plan Amendment Fee for preparing an amendment to Union Bank's preapproved plan document.

### **Plan Restatement Fee ..... Not Applicable**

The Plan Restatement Fee relates to the preparation of a restatement of the plan document under Union Bank's preapproved document in accordance with IRS procedures. This fee is due and payable at the time the restatement service is provided. If the Plan Restatement Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a pro rata basis.

### **Participant Disclosure-Related Fee ..... \$1-\$10 Per Disclosure**

The parties understand that applicable law requires Sponsor and Plan Administrator to provide to specific disclosure materials to Participants. In the case in which Union Bank agrees to provide any and all such disclosure materials, Union Bank reserves the right to charge a Participant Disclosure-Related Fee. Union Bank will notify Sponsor in advance as to the extent of such disclosure-related services and the fee for such services. This fee, if applicable, is due and payable upon completion of the disclosure-related services. If the Participant Disclosure-Related Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

### **Other Services**

Website Participant access.....**No charge**  
Voice response Participant access .....**No charge**  
Trading of mutual fund shares.....**No charge**

### Reimbursement of Expenses

Union Bank reserves the right to request reimbursement of legal, accounting, actuary, and consulting fees incurred by Union Bank in providing services to the Plan. In addition, Union Bank reserves the right to request reimbursement of out-of-pocket travel expenses.

### Payment of Fees and Expenses

Except as otherwise provided for specific fees, all fees and expenses for services provided under this Agreement shall be billed to Sponsor quarterly in arrears and are due and payable to Union Bank within 30 days after the date of invoice; provided, however, that any such fees and expenses that are not paid by Sponsor upon termination of this Agreement shall be paid from Participant accounts.

### Soft Dollar Arrangements

Union Bank has entered into soft dollar relationships with third parties to obtain investment research. Soft dollar relationships are generally arrangements whereby credits are generated by account securities transactions to pay for investment research or other products and services benefitting discretionary accounts. If you would like more information on soft dollar arrangements, the research that is obtained, or whether (and to what extent) these arrangements affect the plan, you should contact Union Bank.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT C

### DESIGNATION OF AUTHORIZED REPRESENTATIVES

Sponsor hereby designates the following person(s) as its initial authorized representative(s) to communicate information and directions concerning this above-named Plan to Union Bank:

_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature

Union Bank may rely on any information or direction given by any one of the above-named authorized representatives. The authority of any person to direct Union Bank shall cease as of the date Sponsor provides written notice to Union Bank that such person is no longer employed or otherwise so authorized.

Sponsor can change the above Designation of Authorized Representatives at any time. To add or remove an authorized representative, Sponsor must send written notification to Union Bank.

In addition to the above authorized representatives, Sponsor shall provide to Union Bank, in writing, the names of those employees of Sponsor who shall be provided access to the Relius Administration Plan Sponsor Web Module (or similar program), and Sponsor shall notify Union Bank, in writing, when any such employee terminates employment with Sponsor, directing Union Bank to terminate such employee's access to the Relius Administration Plan Sponsor Web Module (or similar program).

After the original designation of authority made pursuant to this Exhibit C, Sponsor shall update the authorized representatives at least annually when completing the annual employee census information for recordkeeping purposes. In addition, Sponsor can change the designation of authorized representatives at any time by providing written notification to Union Bank. To the extent an authorized representative is removed or added, the above Designation of Authorized Representatives shall be deemed to be amended to reflect such removal or addition. If Sponsor does not update such authorized representatives, Sponsor hereby authorizes and directs Union Bank to rely on any information or direction given by any person who Union Bank reasonably believes is a representative of Sponsor authorized to provide directions to Union Bank in connection with the Plan.

City of Grand Island, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT D

### SPONSOR RESPONSIBLE FOR SELECTING DESIGNATED INVESTMENT ALTERNATIVES

☐ If this box is checked, this Exhibit D shall not apply.

Union Bank has agreed to make the mutual fund investment choices identified in this Exhibit D (the "Fund List"), and from the Fund List Sponsor, in its capacity as a fiduciary to the Plan, has selected the investment options ("Designated Investment Alternatives") set forth below that will be available for investment of Participant accounts upon direction of Plan Participants. Sponsor understands that Union Bank has agreed to provide certain recordkeeping and administration services for the Designated Investment Alternatives, as indicated below, selected by Sponsor pursuant to agreements between such Designated Investment Alternatives and Union Bank. The amount of fees, if any, currently to be paid to Union Bank by such Designated Investment Alternatives is set forth below, but is subject to change from time to time. If at any time you want additional information in connection with such fees paid to Union Bank by such Designated Investment Alternatives, you may contact Union Bank.

Under the terms of this Agreement, Sponsor is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. Union Bank, however, reserves the right to change the mutual fund investment choices on the Fund List from time to time. If Union Bank finds it necessary to change a Designated Investment Alternative that Sponsor has selected for the Plan, Union Bank will provide Sponsor 60 days advance written notice of the change to be made, and the corresponding change in fees, if any, to be paid to Union Bank as a result of such change.

If Sponsor does not object in writing to a proposed investment option change within the 60-day period referenced in the preceding paragraph, Sponsor shall be deemed to have directed Union Bank to make the change as proposed. If Sponsor objects in writing to the proposed investment option change within such 60-day period, Union Bank will propose another investment option suitable to Sponsor. If Sponsor and Union Bank cannot agree on a replacement option, Union Bank, at its discretion, may terminate the Agreement.

To the extent a Designated Investment Alternative is removed or added (whether Sponsor has initiated such action or whether such Designated Investment Alternative was removed and/or added in accordance with the preceding two paragraphs), the Fund List below shall be deemed to be amended to reflect such removal or addition.

The Sponsor represents that it has accessed/received a prospectus or other applicable fund disclosure documents for each of the DIAs set forth below.

#### **Schedule of Mutual Fund Services**

Union Bank will provide some or all of the following services as shall from time to time be agreed upon between Union Bank and the Designated Investment Alternatives:

#### Account Information

1. Union Bank will maintain a record of the number of shares held on behalf of the Plan.
2. Union Bank will maintain records of address and taxpayer identification number of each Participant in the Plan.

#### Participant Services

1. Union Bank will investigate inquiries from Participants and Plan representatives relating to their interests in the Plan accounts.
2. Union Bank will respond to communications from Participants and Plan representatives and others relating to the mutual fund investments of the Plan.
3. Union Bank will engage in such other communications and correspondence as may from time to time be mutually agreed upon.

X

Govt Qualified Plan



## Shareholder Communications

1. Union Bank will address and mail to Participants and/or Sponsor, reports to shareholders, dividend and distribution notices.

## Proxy Materials

1. Union Bank will prepare shareholder lists with respect to Plan and/or Participants, as appropriate.
2. Union Bank will mail and certify as to the mailing of the proxy material, as appropriate.

## Mutual Fund List / Mutual Funds Offered under the Plan

The following Fund List has been made available to Sponsor, and Sponsor has indicated the Designated Investment Alternatives selected by Sponsor as investment options under the Plan, the current expense ratios (as reported by Morningstar) for such Designated Investment Alternatives, and the current fees, if any, to be paid by such Designated Investment Alternatives to Union Bank.

Mutual Fund Selected by Sponsor	Mutual Fund	Ticker Symbol	Total Expense Ratio	12b-1 Fees Paid to Union Bank	Sub-Transfer Agency or Similar Fees Paid to Union Bank
<input checked="" type="checkbox"/>	Vanguard Target Retirement Income	VTINX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2015	VTXVX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2020	VTWNX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2025	VTTVX	0.17	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2030	VTHRX	0.17	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2035	VTTHX	0.19	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2040	VFORX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2045	VTIVX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2050	VFIFX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2055	VFFVX	0.19	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Financial Square Gov't MM	FGTXX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Short Term Inflation Protected Secs	VTAPX	0.10	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Short Duration Gov't	GSTGX	0.47	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Total Bond Market Index	VBTLX	0.08	N/A	N/A*
<input checked="" type="checkbox"/>	AF Growth Fund of America	RGAGX	0.34	N/A	N/A*
<input checked="" type="checkbox"/>	AF Investment Company of America	RICGX	0.30	N/A	N/A*
<input checked="" type="checkbox"/>	JPMorgan Market Expansion Enh Index	PGMIX	0.51	N/A	.05%*
<input checked="" type="checkbox"/>	MFS Value	MEIKX	0.56	N/A	N/A*
<input checked="" type="checkbox"/>	Federated Total Return Bond Instl	FTRBX	0.37	N/A	.05%*
<input checked="" type="checkbox"/>	Vanguard 500 Index	VFIAX	0.05	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Growth Index	VIGAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Value Index	VVIAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	JPMorgan Mid Cap Growth (R6)	JMGMX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Mid Cap Value	GSMCX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Small Cap Value Instl	GSSIX	0.98	N/A	N/A*
<input checked="" type="checkbox"/>	MFS New Discovery (R5)	MNDKX	0.96	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Strategic Small-Cap Equity	VSTCX	0.38	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Mid Cap Index	VIMAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Small Cap Index	VSMAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	AF EuroPacific Growth	RERGX	0.49	N/A	N/A*
<input checked="" type="checkbox"/>	Templeton Foreign Equity	TFEQX	0.79	N/A	N/A*
<input checked="" type="checkbox"/>	Thornburg International Value (R6)	TGIRX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Total International Stock	VTIAX	0.14	N/A	N/A*

*\*Part of the Total Expense Ratio*

Although Union Bank has provided the above information in good faith, and Union Bank believes the information in the above chart is accurate, it is Sponsor's responsibility to ensure the information is accurate, and notify Union Bank of any errors and omissions in such Fund List.

If a Participant fails to provide valid investment instructions to Sponsor, acting as Plan Administrator, Sponsor hereby directs Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of initial investment and his/her attainment of normal retirement age under the Plan.

Sponsor hereby acknowledges that: (1) it has selected the above-listed Designated Investment Alternatives to be initially offered under the Plan; (2) the above-listed Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal; (3) it has received sufficient information, in advance of executing this Agreement, for Sponsor to evaluate the appropriateness of making such Designated Investment Alternatives available under the Plan to include the expenses that will be incurred for each such Designated Investment Alternative; (4) it has received sufficient information to understand the amount of fees, if any, to be paid to Union Bank by each such Designated Investment Alternative; (5) Sponsor approves Union Bank's receipt of compensation set forth in this Exhibit D; and (6) Exhibits B and D of this Agreement accurately reflect the entire fee arrangement between Sponsor and Union Bank.

City of Grand Island, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT E

### CONSENT TO STRATUS FUNDS



If this box is checked, this Exhibit E shall not apply.

Sponsor, as a fiduciary independent of and unrelated to Union Bank or any affiliate thereof, has directed Union Bank to make one or more mutual fund portfolios, managed by Stratus, Inc. ("Stratus"), an open-end investment company registered under the Investment Company Act of 1940, available as investment options under the Plan pursuant to Exhibit D of this Agreement, and Sponsor, as an independent second fiduciary of the Plan, and Union Bank agree as follows:

1. The Plan will not pay a sales commission in connection with the purchase, sale or redemption of shares of Stratus.
2. The Plan will not pay a redemption fee in connection with the sale or redemption by the Plan to Stratus of purchased shares of Stratus.
3. The Plan will not pay an investment management or similar fee to Union Bank with respect to Plan Assets invested in Stratus shares for the entire period of the investment; provided, however, this shall not preclude the payment of investment advisory fees by Stratus under the terms of the investment advisory agreement between Union Bank and Stratus, or payment of an investment advisory fee by the Plan based on total Plan Assets from which a credit has been subtracted representing the Plan's pro rata share of investment advisory fees paid by Stratus.
4. If the Plan has prepaid an investment management or similar fee for any period in which the Plan purchases Stratus shares, the pro rata amount of the prepaid fee that constitutes the fee with respect to Plan Assets invested in Stratus shall be refunded to the Plan no later than the last day of the next fee period.
5. In the event of change in any of the rates charged to or paid by the Plan or Stratus discussed in paragraph 6(c) below, Sponsor, or any successor thereto, shall be notified and shall have the right to disapprove or approve, in writing, the continuation of purchases, sales, or redemptions of shares of Stratus by the Plan and the continued holding of any Stratus shares previously acquired. Sponsor's disapproval shall terminate this Agreement.
6. Sponsor agrees, warrants, and represents that:
  - (a) Sponsor is independent of and unrelated to Union Bank or any affiliate thereof.
  - (b) Sponsor has received a current prospectus covering the shares issued by Stratus ("Prospectus") to be purchased by the Plan.
  - (c) Sponsor has received a full and detailed written disclosure (the "Stratus Disclosure") of the investment advisory and other fees charged to or paid by the Plan and Stratus, including the nature and extent of any differential between the rates of such fees, and whether there are any limitations on Union Bank with respect to which Plan Assets may be invested in shares of Stratus, and, if so, the nature of the limitations.
  - (d) Sponsor does not directly or indirectly control, is not controlled by, and is not under common control with Union Bank or any affiliate thereof. For purposes of this Exhibit E, "control" means the power to exercise a controlling influence of the management or policies of a person other than an individual.
  - (e) Sponsor, or any officer, director, partner, or employee or relative of Sponsor, is not an officer, director, partner, employee, or relative of Union Bank, or any affiliate thereof; provided, however, if an officer, director, partner, employee or relative of Union Bank or any affiliate thereof is a director of Sponsor, then he/she shall abstain from participation in: (i) the choice of the Plan's investment advisor; (ii) the approval of any such purchase or sale between the Plan and Stratus; and (iii) the approval of any change of fees charged to or paid by the Plan.
  - (f) Sponsor does not and will not, directly or indirectly, receive any compensation or other consideration for its personal account in connection with any transaction described in this Exhibit E.
7. On the basis of the Prospectus and Stratus Disclosure, Sponsor hereby approves the purchase, sale, and redemption by the Plan of shares of Stratus as such purchases, sales, and redemptions are consistent with the responsibilities, obligations and duties imposed on fiduciaries; provided, however, that such approval is limited to the investment advisory and other fees paid by Stratus in relation to the fees paid by the Plan.

8. Union Bank will notify Sponsor, or any successor thereto, of any change in any fees referred to in paragraph 6(c) and Sponsor approves in writing the continuation of such purchases or sales and the continued holding of any Stratus shares acquired by the Plan prior to such change and still held by the Plan; provided, however, such approval may be limited solely to the investment advisory and other fees paid by the mutual fund in relation to the fees paid by the Plan and need not relate to any other aspects of such investment.
9. To the extent this Exhibit E conflicts with Exhibits B or C of this Agreement, the terms of this Exhibit E shall control.
10. This Exhibit E shall apply only if and when Sponsor directs Union Bank to make one or more mutual fund portfolios, managed by Stratus, Inc., available as investment options under the Plan. This Exhibit E shall have no effect if Sponsor does not direct Union Bank to make one or more of such mutual fund portfolios available as investment options under the Plan.

\_\_\_\_\_, City of Grand Island, Nebraska, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Not Needed

## EXHIBIT F

### REQUIRED INVESTMENT ADVICE CUSTOMER CONTRACT LANGUAGE

Pursuant to Section 22(c) of the MasteryPOINT Guidance Plus Software License Agreement between Licensee, Licensor, MasteryPOINT and MP Advisory Services, Union Bank must include the following language in its agreement with Sponsor where services are provided to Sponsor and Plan Participants or beneficiaries using MasteryPOINT Guidance Plus Software containing an advice module.

1. The investment advice software ("Software") to be provided to the authorized Plan Participants and Plan beneficiaries ("Users") under this agreement is provided by Third Party Educational Services, Inc. d.b.a. MasteryPOINT Financial Technologies ("MasteryPOINT"), with the advice component provided to MasteryPOINT by MP Advisory Services, LLC ("MP Advisory Services"). MP Advisory Services is registered with the Securities Exchange Commission as an Investment Advisor under the Investment Advisors Act of 1940. MP Advisory Services provides investment analysis, investment performance data, and mathematical modeling techniques on which the investment advice provided by the Software is based.
2. Sponsor has selected MasteryPOINT and MP Advisory Services, MP Advisory Services warrants that all analysis and mathematical modeling techniques provided for use in the Software have been developed by itself or by its licensors using reasonable financial assumptions and according to standard industry practices.
3. All parties acknowledge that **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS PROVIDED** by MasteryPOINT or MP Advisory Services to Sponsor or any Users, including but not limited to any warranties to the effect that:
  - a. Any guidance or advice provided will result in investment allocations or investment selections that will meet the specific needs of the Users or
  - b. The Users will not incur investment losses or will lose less than they would have absent use of the Software or
  - c. The Software will enable the Users to realize gains greater than they would have absent use of the Software.
4. All authorized Users of the Software will be required to accept the terms and conditions for use of the Software prior to being able to access the Software. Those terms and conditions state, among other provisions, that:
  - a. except as otherwise required by law, MasteryPOINT and MP Advisory Services will not be liable for any losses or damages (direct, indirect, or punitive) that may result from the Users' investment decisions or their use of MasteryPOINT Guidance Plus or any data related to such use. Federal securities laws impose liabilities in certain circumstances on persons who act in good faith; thus, nothing in this agreement shall in any way constitute a waiver of or limitation on any rights which users may have under federal securities laws.
  - b. users understand and acknowledge that any recommendations provided to them through MasteryPOINT Guidance Plus are created by MP Advisory Services and not by their employer, retirement plan sponsor, the service provider for the Plan, or any other entity.
5. Sponsor has selected MasteryPOINT and MP Advisory Services, MP Advisory Services has expressly agreed that it shall be a fiduciary within the meaning of applicable law with respect to any plan and individual user of the Software contemplated under that agreement only with respect to the investment advice provided by the Software. All parties expressly agree that MasteryPOINT is not a fiduciary of the Plan within the meaning of ERISA and shall not be responsible for any breach of fiduciary duty with respect to the Software.
6. Under the agreement between Union Bank and MP Advisory Services and MasteryPOINT, MP Advisory Services has agreed to indemnify and hold harmless Union Bank and the plan sponsor customers of Union Bank from liabilities, losses, claims, damages, and expenses (including reasonable attorney's fees) resulting specifically from alleged damages that arose due to reliance on the investment advice provided by MP Advisory Services and from alleged damages that arose due to a breach of its fiduciary duty with respect to the investment advice provided through the Software.
7. Other than MP Advisory Services' potential liability as a fiduciary as stated above, the parties agree that in no event shall MasteryPOINT or MP Advisory Services be liable to Union Bank for any direct, indirect, special, exemplary, punitive, or consequential damages arising out of or in connection with the provision of the Software.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

RESOLUTION 2016-14

WHEREAS, the City of Grand Island advertised a request for proposal for Administrative Service for Retirement Plans for the Police and Fire Plans; and

WHEREAS, the Police and Fire Pension Committees received and reviewed proposals from vendors; and

WHEREAS, Union Bank and Trust Company is the vendor jointly recommended by the Police and Fire Committees to provide Administrative Services for their Retirement Plans; and

WHEREAS, the contract was reviewed and approved by the legal department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the contract with Union Bank and Trust Company for Administrative Services for the Fire Pension Plan.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
January 8, 2016	▣ City Attorney



# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item I-4

### **#2016-15 - Consideration of Approving Legal Services for Problem Resolution Team**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** January 12, 2016

**Subject:** Resolution to Approve Legal Services to Obtain Court Order for Abatement of Public Nuisance at 220 S. Vine Street

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

The Grand Island City Building Department issued a request for proposal for legal services to obtain a court order to abate a public nuisance at specified private property on November 12, 2015; one proposal was received on December 1, 2015. The proposal was reviewed and is in conformance with departmental needs.

## **Discussion**

The Building Department along with the City Problem Resolution Team have been working on several properties in the past that have progressed to a point that abatement is desirable and the next step in the process is to acquire a court order allowing the City to enter onto the private property and abate the defined public nuisance. This step requires legal action to obtain a court order and this resolution allows for outside legal services to obtain the desired court order and facilitate abatement.

Neuhaus Law Office of Grand Island, Nebraska submitted the proposal for the identified property at 220 S. Vine Street with a not-to-exceed \$4,500.00 limit.

## **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 proposed resolution.

### **Sample Motion**

Move to approve the resolution as submitted.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
LEGAL SERVICES – BUILDING DEPARTMENT**

**RFP DUE DATE:** December 1, 2015 at 4:00 p.m.  
**DEPARTMENT:** Building  
**PUBLICATION DATE:** November 12, 2015  
**NO. POTENTIAL BIDDERS:** 24

**SUMMARY OF PROPOSALS RECEIVED**

**Neuhaus Law Office**  
**Grand Island, NE**

cc: Craig Lewis, Building Department Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Karla Collinson, Building Secretary  
William Clingman, Interim Finance Director

**P1854**

RESOLUTION 2016-15

WHEREAS, the City of Grand Island published a request for proposal for legal services to obtain a court order to allow the City of Grand Island to abate a public nuisance on specified private property within the jurisdictional area, and

WHEREAS, one proposal was received and evaluated, and

WHEREAS, the City has determined the most beneficial proposal for legal services was submitted by Neuhaus Law Office of Grand Island Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be authorized to sign the proposal with Neuhaus Law Office in the amount of \$250.00 per hour for Attorney time, \$75.00 per hour for paralegal time, billed in .1 hour increments, with a not to exceed total of \$4,500.00 for legal service to obtain a court order allowing the City to enter onto private property at 220 S. Vine Street, legal description of Lot 1, Block 3 Koehler Place and abate the identified public nuisance and charge the cost thereof against the real estate and owner of record.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
January 8, 2016	▣ City Attorney



# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of December 30, 2015 through January 12, 2016**

*The Claims for the period of December 30, 2015 through January 12, 2016 for a total amount of \$3,607,510.54. A MOTION is in order.*

Staff Contact: Renae Griffiths