
City of Grand Island



Tuesday, June 14, 2016
Council Session Packet

City Council:

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

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Richard King, Solid Rock Baptist Church, 3221 West 13th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item C-1

Recognition of Retiring Police Chief Steve Lamken

Mayor Jensen and the City Council will recognize Police Chief Steve Lamken who will be retiring on June 17, 2016. Chief Lamken started working for the City of Grand Island as Police Chief on October 17, 2005. He oversees approximately 110 employees of which 87 are sworn officers. We thank Chief Lamken for his years of service to the City of Grand Island and wish him well in his retirement.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item E-1

Public Hearing on Request from Calm Nights, LLC dba Hotel Grand Conference Center, 2503 South Locust Street for a Class “C” Liquor License

Council action will take place under Consent Agenda item G-4.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 14, 2016

Subject: Public Hearing on Request from Calm Nights, LLC dba Hotel Grand Conference Center, 2503 South Locust Street for a Class “C” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Calm Nights, LLC dba Hotel Grand Conference Center, 2503 South Locust Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Rhonda Saalfeld, 823 Austin Avenue for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Calm Nights, LLC dba Hotel Grand Conference Center, 2503 South Locust Street for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Rhonda Saalfeld, 823 Austin Avenue contingent upon completion of a state approved alcohol server/seller training program.

06/09/16
13:16

Grand Island Police Department
LAW INCIDENT TABLE

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1

City : Grand Island
Occurred after : 15:29:30 05/13/2016
Occurred before : 15:29:30 05/13/2016
When reported : 15:29:30 05/13/2016
Date disposition declared : 05/13/2016
Incident number : L16051297
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 2503 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 14122
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	14052	06/09/16	Holiday Inn Midtown,	Prior Business Name
NM	9542	06/07/16	Saalfeld, Rhonda L	Liquor Manager
NM	77460	06/07/16	Saalfeld, Richard D	Rhonda's Husband
NM	210270	05/26/16	Hoffart, Jeffrey L	Owner
NM	210272	05/26/16	Hoffart, Kristen	Owner
NM	210273	05/26/16	Beller, Steve L	Owner
NM	210274	05/26/16	Beller, Tina L	Steve's Wife
NM	210275	05/26/16	Stock, Mark F	Owner
NM	210276	05/26/16	Stock, Kristine M	Mark's Wife
NM	210277	05/26/16	Stock, Daniel R	Owner
NM	209926	05/13/16	Hotel Grand Conference Center,	Business Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT14	LT14 Hotel/Motel/Etc.	

LAW INCIDENT NARRATIVE:

06/09/16
13:16

Grand Island Police Department
LAW INCIDENT TABLE

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Liquor License Investigation
Grand Island Police Department

The Hotel Grand Conference Center is applying for a Class C (beer,wine,distilled spirits, on and off sale) LLC Retail Liquor License. Rhonda Saalfeld is applying to be the liquor manager.

mw

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	15:10:28 05/24/2016

06/09/16
13:16

Grand Island Police Department
LAW INCIDENT TABLE

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3

318

Grand Island Police Department
Supplemental Report

Date, Time: Tue May 24 15:10:41 CDT 2016
Reporting Officer: Vitera
Unit- CID

The Hotel Grand Conference Center is applying for a Class C (beer, wine, distilled spirits, on and off sale) LLC Retail Liquor License. Rhonda Saalfeld is applying to be the liquor manager. Rhonda is married to Richard Saalfeld, and he signed a Spousal Affidavit of Non-Participation form. The company is Calm Nights, and it is comprised of the following members: Jeffrey and Kristen Hoffart who each own 16.66% of the company, Steve (33.33%) and Tina Beller, Mark (16.66%) and Kristine Stock, and Daniel Stock (16.66%). Tina and Kristine each signed a Spousal Affidavit of Non-Participation form. Jeffrey and Kristen are from Norfolk, NE while Rhonda Saalfeld has lived in Grand Island since 1952. I didn't see on the application where the other applicants are currently residing.

Steve Beller disclosed three DUI convictions which occurred between 1983 and 1996. Mark Stock disclosed five speeding convictions, a conviction for no proof of ownership, no valid registration, and misuse of a dealer plate. Daniel Stock disclosed an MIP and open container conviction, aiding and abetting a class III misdemeanor, a stop sign and a couple of speeding convictions. Rhonda and Richard Saalfeld didn't disclose any convictions on the manager's application.

I checked on all the applicants through Spillman and NCJIS. None of the liquor license applicants are listed in Spillman. Rhonda and Richard Saalfeld each have an entry in Spillman but no indication of any convictions.

Jeffrey Hoffart has undisclosed convictions listed in NCJIS for speeding, "overweight capacity plates," and no valid registration. Kristen Hoffart has one undisclosed speeding conviction listed in NCJIS. Steve Beller has four undisclosed speeding convictions and a conviction for not using his seatbelt listed in NCJIS. Tina Beller doesn't have any convictions listed in NCJIS. Mark Stock has three undisclosed speeding convictions listed in NCJIS. Kristine Stock has one undisclosed speeding conviction listed in NCJIS, and Daniel Stock has an undisclosed juvenile adjudication for viewing a person in a state of undress which falls under Nebraska State Statute 28-311.08 (3)(A) and is a Class I Misdemeanor.

According to Nebraska State Statute 53-125, if Daniel is an officer in the company or owns more than 25% of the company, his conviction could preclude the Hotel Grand Conference Center from receiving a liquor license. I will follow up on this matter with Jeffrey Hoffart.

Rhonda Saalfeld has five undisclosed speeding convictions in NCJIS, and Richard has two undisclosed speeding convictions and one violation of a traffic signal conviction listed in NCJIS.

None of the applicants have any outstanding arrest warrants, and they all have a valid Nebraska driver's license. I also checked all of the applicants through a paid law enforcement-only database which tends to mostly provide personal identifying information and information on civil issues. Jeffrey Hoffart shows that he has had nine personal judgments filed against him between 1998 and 2010.

06/09/16
13:16

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 4

It appears that six of them are still pending. I will attempt to confirm that. Kristen shows that she had a personal bankruptcy back in 1999. I didn't find anything out of the ordinary on any of the other applicants.

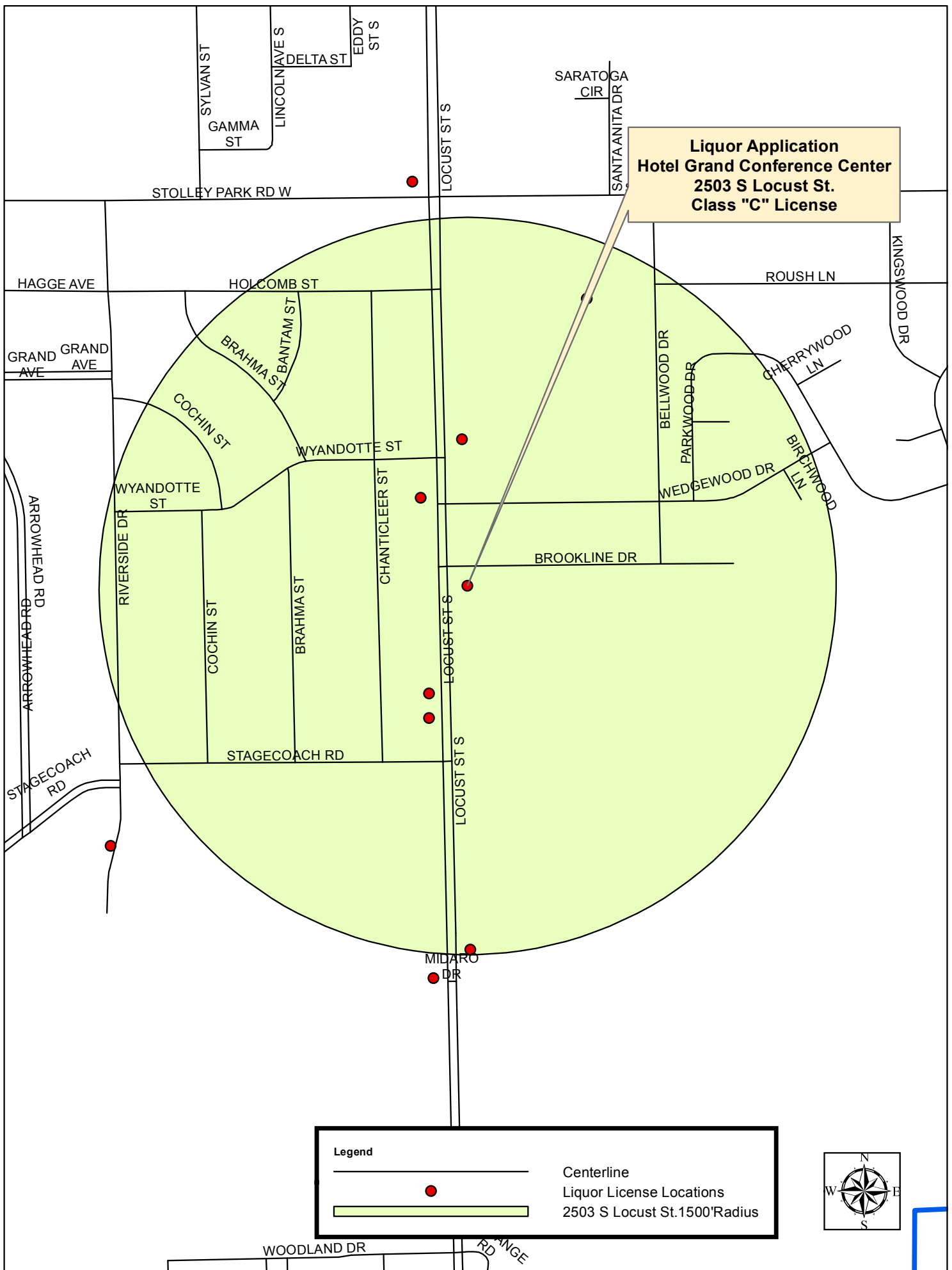
I spoke to Jeffrey Hoffart over the phone on 6/6/16 at 1500 hours. Jeffrey was advised that all of the applicants need to disclose all of their convictions ranging from the least serious traffic violation to the most serious crime committed. Jeffrey said that's how he interpreted the question, but someone at the Nebraska State Patrol who handled the fingerprint submissions said they didn't need to include the minor traffic convictions.

Jeffrey said he is part owner in seven different hotels with four different ownership configurations. When asked about Daniel Stock's position and ownership in the company, Jeffrey said Daniel is not an officer or director of the company, and Daniel owns 16.6 percent of the company. I explained to Jeffrey why I asked about Daniel, and he advised that he was aware of Daniel's adjudication in juvenile court; and their attorney who helped with the application was aware of the adjudication and how it relates to Nebraska State Statute 53-125.

I discussed Jeffrey's judgments against him and his wife's bankruptcy. Jeffrey said he and Kristen each went through "nasty" divorces which resulted in some financial issues. Jeffrey said all of his judgments have been settled. I also asked Jeffrey who Angela Mueller is and why she is listed on the application as someone who has access to the business account. Jeffrey told me that Angela is an assistant general manager at the hotel and has been at the hotel for about eighteen years. Prior to ending our conversation, Jeffrey gave me several examples of how his hotels are good community partners.

Investigator Hansen and I met with Rhonda Saalfeld at the Hotel Grand Conference Center on 6/7/16 at 1015 hours. Investigator Hansen went through a checklist of questions. Since I had already spoken to Jeffrey Hoffart, I didn't have too many questions for Rhonda. Rhonda advised that the breakdown between their food and alcohol sales is more than three to one food to alcohol. She also said that the bar (Images) inside the hotel is open until 11:00 p.m. Monday through Thursday and until 1:00 a.m. on Friday and Saturday nights. Off duty police officers are also employed by the hotel to provide security on Friday and Saturday nights. Rhonda said she has worked at the hotel for over forty years, and she can't recall any alcohol violations that would have gone in front of the NLCC. I checked Spillman for the Mid-Town Holiday Inn. We have contacts going back as far as 2002, and I didn't find any indication of alcohol related problems.

All in all, the location of the Hotel Grand Conference Center has had a liquor license for many years as the Mid-Town Holiday Inn. The Grand Island Police Department has had very few alcohol related problems there, and the management has not changed. Off duty police officer still provide some security at the business, and the new owners seem like they will continue to facilitate the operation of the business in a way that cooperates with law enforcement and contributes to the betterment of the community. The Grand Island Police Department has no objection to the Hotel Grand Conference Center receiving a liquor license or to Rhonda Saalfeld being the liquor manager.





City of Grand Island

Tuesday, June 14, 2016

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - Northwest Corner of Hwy. 30 and Engleman Road (West Park Plaza Mobile Home Park, LLC)

Council action will take place under Consent Agenda item G-5.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Assistant Utilities Director

Meeting: June 14, 2016

Subject: Acquisition of Utility Easement – West Park Plaza
Mobile Home Park, LLC

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of West Park Plaza Mobile Home Park, LLC, located through a part of the Southeast Quarter (SE ¼), Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6th PM, in the City of Grand Island, Hall County, Nebraska (the Northwest corner of U.S. Highway 30 and Engleman Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The West Park Plaza Mobile Home Park is in the process of upgrading the mobile homes along the east side of East Lane. In order to serve the development's increased electrical load, new transformers and high voltage underground power lines need to be placed on the Grantor's property. The easement will allow the Utilities Department to install, access, operate and maintain the electric infrastructure. The centerline of the easement will be along the easterly edge of the existing roadway.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.

LEGEND

INDICATES EXISTING EASEMENTS:
 DOC. 76-005069
 MISC. BOOK W-1, PG. 279
 MISC. BOOK W-1, PG. 215
 MISC. BOOK W-1, PG. 189
 DOC. 201400310
 DOC. 201500355

INDICATES 20' WIDE UTILITY EASEMENT
 ACQUIRED BY THIS DOCUMENT

NE CORNER- SE 1/4,
 SECTION 27-T11N-R10W

NORTHERLY LINE- SE 1/4,
 SECTION 27-T11N-R10W

1/4 SECTION LINE

PART SE 1/4
 SECTION 27-11-10

POINT OF
 BEGINNING

N48°15'58"W
 100.47'

CENTER LINE OF EXISTING 20'
 EASEMENT- DOC. 201500355
 RECORDED REGISTER OF DEEDS
 OFFICE, HALL COUNTY , NE.

NORTHERLY R-O-W LINE-
 UNION PACIFIC RAILROAD

U.S. HIGHWAY 30

U.P.R.R.

N66°46'46"W
 50.0'

N0°33'15"W
 351.16'

(ASSUMED)
 S 0°39'43"E
 625.93'

ENGLEMAN ROAD

SECTION LINE

EASTERLY LINE- SE 1/4,
 SECTION 27-T11N-R10W

CITY OF
 GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M. SCALE: 1"= 200'
 DATE: 5/3/2016 FILE: 27-11-10



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement - 2023 S. Locust Street (First National Bank of Omaha)

Council action will take place under Consent Agenda item G-6.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Assistant Utilities Director

Meeting: June 14, 2016

Subject: Acquisition of Utility Easement – 2023 S. Locust
First National Bank of Omaha

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the First National Bank of Omaha, located through a part of Lot One (1), Equestrian Meadows Subdivision, in the City of Grand Island, Hall County, Nebraska (2023 S. Locust Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to provide access for the placement, operation, and maintenance of the high-voltage underground power line, the transformer and appurtenances for the new bank located at 2023 S. Locust Street.

Alternatives

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

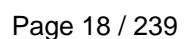
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, June 14, 2016

Council Session

Item E-4

Public Hearing on Acquisition of Public Right-of-Way at the Intersection of Faidley Avenue & Diers Avenue in Crane Valley, Crane Valley 5th & Richmond Subdivisions (Staab Real Estate, O'Connor Properties, Equitable Building & Loan Assoc., & West Faidley Medical Center)

Council action will take place under Consent Agenda item G-16.

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: June 14, 2016

Subject: Public Hearing on Acquisition of Public Right-of-Way at the Intersection of Faidley Avenue & Diers Avenue in Crane Valley, Crane Valley 5th & Richmond Subdivisions (Staab Real Estate, O'Connor Properties, Equitable Building & Loan Assoc., & West Faidley Medical Center)

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

Background

It is anticipated that a traffic signal will be necessary at the intersection of Faidley Avenue & Diers Avenue upon the extension of Faidley Avenue, west to North Road. This project will address traffic patterns and warrant of a signal at such intersection.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council. Public right-of-way is needed to accommodate the installation of a traffic signal at the intersection of Faidley Avenue and Diers. The public right-of-way will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of utilities within the area.

Sketches are attached to show the public right-of-way areas.

Discussion

Acquisition of public right-of-way is needed from four (4) property owners for the installation of a traffic signal at the intersection of Faidley Avenue and Diers Avenue.

Engineering staff of the Public Works Department negotiated with the property owners for such acquisition.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Staab Real Estate, LLC	<p>A PART OF LOT 1, CRANE VALLEY, A SUBDIVISION LOCATED IN THE W ½ OF THE NE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, CRANE VALLEY, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N45°45'45"W (ASSUMED BEARING), ALONG THE WEST LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT, ALONG SAID WEST LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE A DISTANCE OF 88.05 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 4.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 45.91 FEET; THENCE DEFLECTING 17°45'11" TO THE LEFT, A DISTANCE OF 47.04 FEET; THENCE DEFLECTING 38°00'56" TO THE LEFT A DISTANCE OF 30.61 FEET; THENCE DEFLECTING 34°13'53" TO THE LEFT, A DISTANCE OF 11.21 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT TO A POINT ON THE SOUTH LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 2.60 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID SOUTH LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 32.37 FEET TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 1107 S.F. OR 0.03 ACRES, MORE OR LESS.</p>	\$9,970.00
O'Connor Properties, LLC	<p>A PART OF LOT 2, CRANE VALLEY FIFTH ADDITION, A SUBDIVISION LOCATED IN THE W ½ OF THE NE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE S89°14'52"W (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 74.78 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT, A DISTANCE OF 3.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT, A DISTANCE OF 43.00 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT, A DISTANCE OF 7.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 23.00 FEET; THENCE DEFLECTING 39°41'40" TO THE LEFT, A DISTANCE OF 35.44 FEET; THENCE DEFLECTING 50°18'20" TO THE LEFT A DISTANCE OF 13.57 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 4.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, CRANE</p>	\$7,880.00

	<p>VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE DEFLECTING 90°00'00" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 23.72 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 31.80 FEET, TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 872 S.F. OR 0.02 ACRES, MORE OR LESS.</p>	
<p>The Equitable Building and Loan Association of Grand Island, Nebraska, FSB, a Federal Savings Bank</p>	<p>A PART OF LOT 1, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N89°15'01"E (ASSUMED BEARING), ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 33.74 FEET; THENCE DEFLECTING 152°45'16" TO THE RIGHT, A DISTANCE OF 43.33 FEET; THENCE DEFLECTING 34°32'10" TO THE LEFT A DISTANCE OF 30.95 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE DEFLECTING 151°00'58" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 27.06 FEET; THENCE DEFLECTING 45°22'58" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, RICHMOND SUBDIVISION SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE A DISTANCE OF 28.16 FEET TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 686 S.F. OR 0.02 ACRES, MORE OR LESS.</p>	<p>\$5,840.00</p>
<p>West Faidley Medical Center, LLC</p>	<p>A PART OF LOT 13, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE S46°07'57"E (ASSUMED BEARING), ALONG THE EAST LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 28.46 FEET; THENCE DEFLECTING 44°37'02" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE A DISTANCE OF 32.62 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 3.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 16.84 FEET; THENCE DEFLECTING 47°51'35" TO THE LEFT TO A POINT ON THE NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-</p>	<p>\$4,740.00</p>

	WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 54.17 FEET; THENCE DEFLECTING 138°37'22" TO THE RIGHT ALONG SAID NORTH LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 23.18 FEET TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 677 S.F. OR 0.02 ACRES, MORE OR LESS.	
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TOTAL PUBLIC RIGHT-OF-WAY COMPENSATION \$28,430.00

Alternatives

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

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

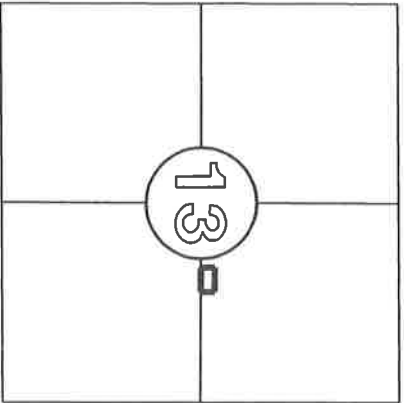
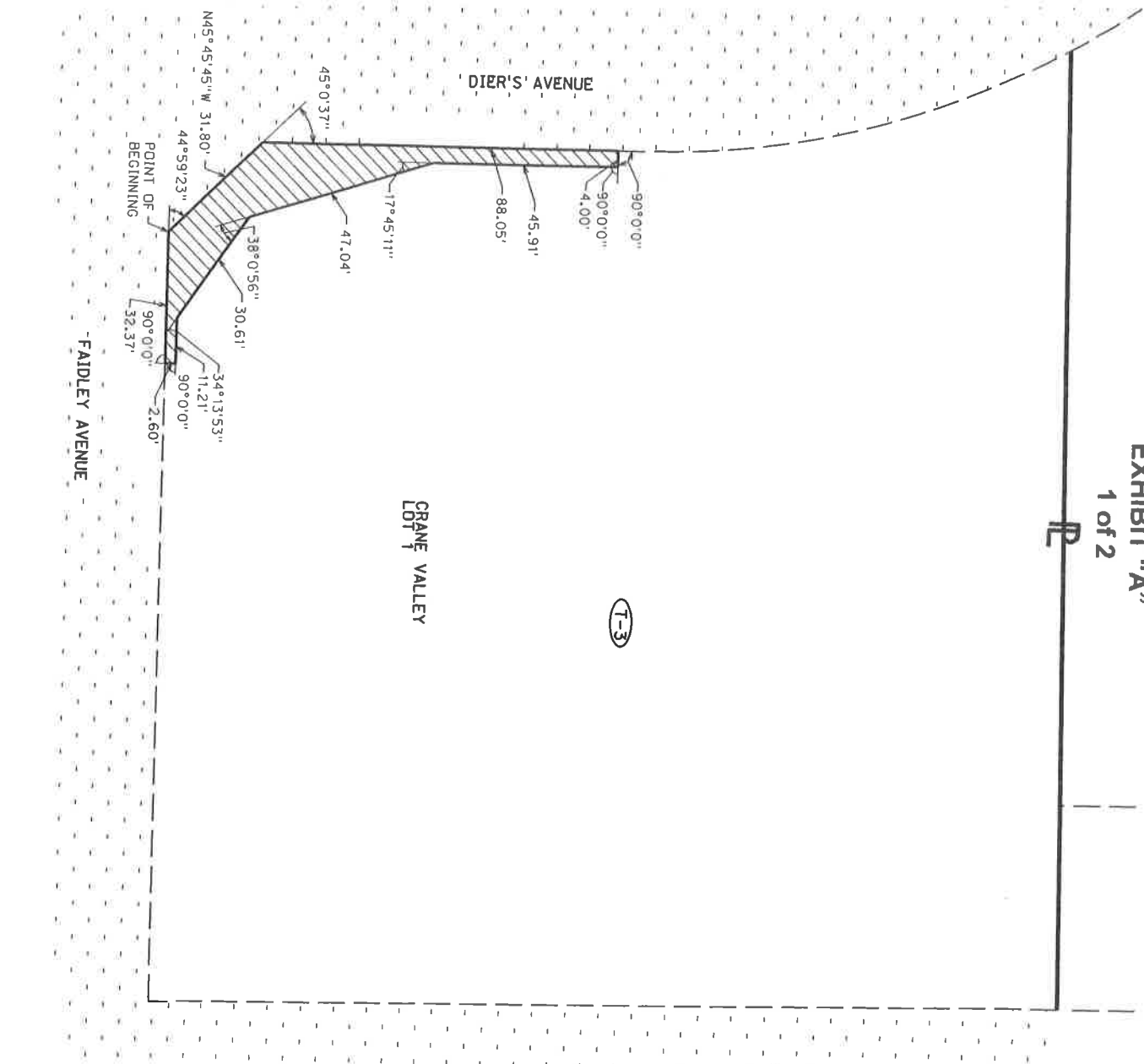
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the necessary public right-of-way.

Sample Motion

Move to approve the acquisition of the necessary public right-of-way.

EXHIBIT "A"
1 of 2



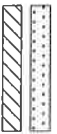
LOT 1
CRANE VALLEY, FIFTH ADDITION
NE 1/4 SEC. 13-T11N-R10W
HALL COUNTY, NEBRASKA

Sheet 1 of 2

PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

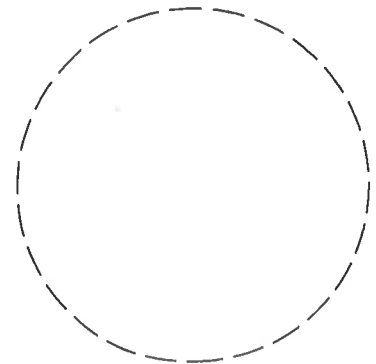
STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



0.03 AC

SCALE 1" = 40'



DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"
2 of 2

LEGAL DESCRIPTION

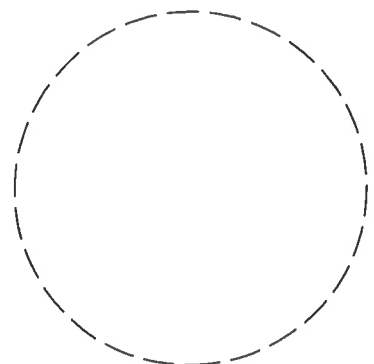
A PART OF LOT 1, CRANE VALLEY, A SUBDIVISION LOCATED IN THE W1/2 OF THE NE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6th P.M., HALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, CRANE VALLEY, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE N45°45'45"W (ASSUMED BEARING), ALONG THE WEST LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT, ALONG SAID WEST LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE A DISTANCE OF 88.05 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 4.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 45.91 FEET; THENCE DEFLECTING 17°45'11" TO THE LEFT, A DISTANCE OF 47.04 FEET; THENCE DEFLECTING 38°00'56" TO THE LEFT A DISTANCE OF 30.61 FEET; THENCE DEFLECTING 34°13'53" TO THE LEFT, A DISTANCE OF 11.21 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT TO A POINT ON THE SOUTH LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 2.60 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID SOUTH LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 32.37 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINS AN AREA OF
1107 S.F. OR 0.03 AC., MORE OR LESS.

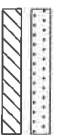
Sheet 2 of 2
PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

SCALE 1" = 40'



STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

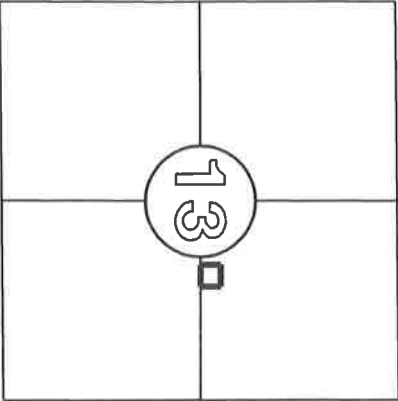
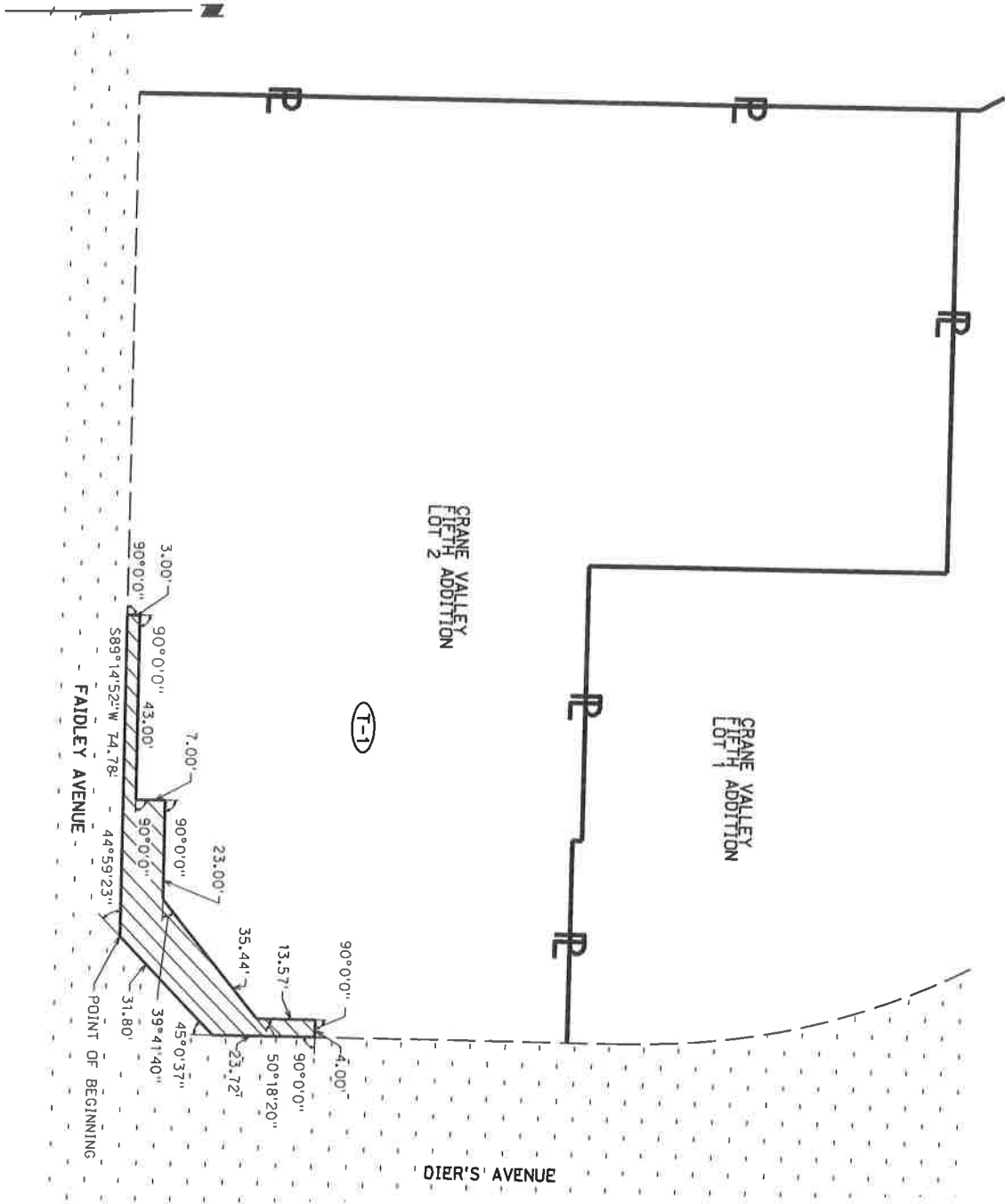
PREV. R.O.W.
NEW R.O.W.



0.03 AC

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"

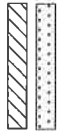


LOT 2
CRANE VALLEY, FIFTH ADDITION
NE 1/4 SEC. 13-T11N-R10W
HALL COUNTY, NEBRASKA

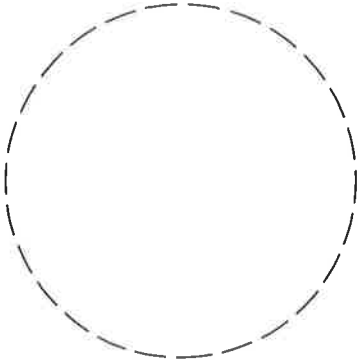
Sheet 1 of 2

PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA
PREV. R.O.W.
NEW R.O.W.



0.02 AC



SCALE 1" = 40'

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"

LEGAL DESCRIPTION

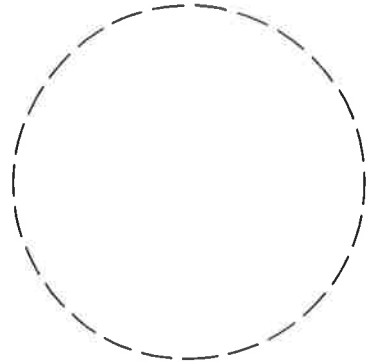
A PART OF LOT 2, CRANE VALLEY FIFTH ADDITION, A SUBDIVISION LOCATED IN THE W1/2 OF THE NE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6th P.M., HALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE S89°14'52"W (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 74.78 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT, A DISTANCE OF 3.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT, A DISTANCE OF 43.00 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT, A DISTANCE OF 7.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 23.00 FEET; THENCE DEFLECTING 39°41'40" TO THE LEFT, A DISTANCE OF 35.44 FEET; THENCE DEFLECTING 50°18'20" TO THE LEFT A DISTANCE OF 13.57 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 4.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE DEFLECTING 90°00'00" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 23.72 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 31.80 FEET, TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 872 S.F. OR 0.02 AC., MORE OR LESS.

PLAT SHOWING

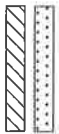
Sheet 2 of 2
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

SCALE 1" = 40'



STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

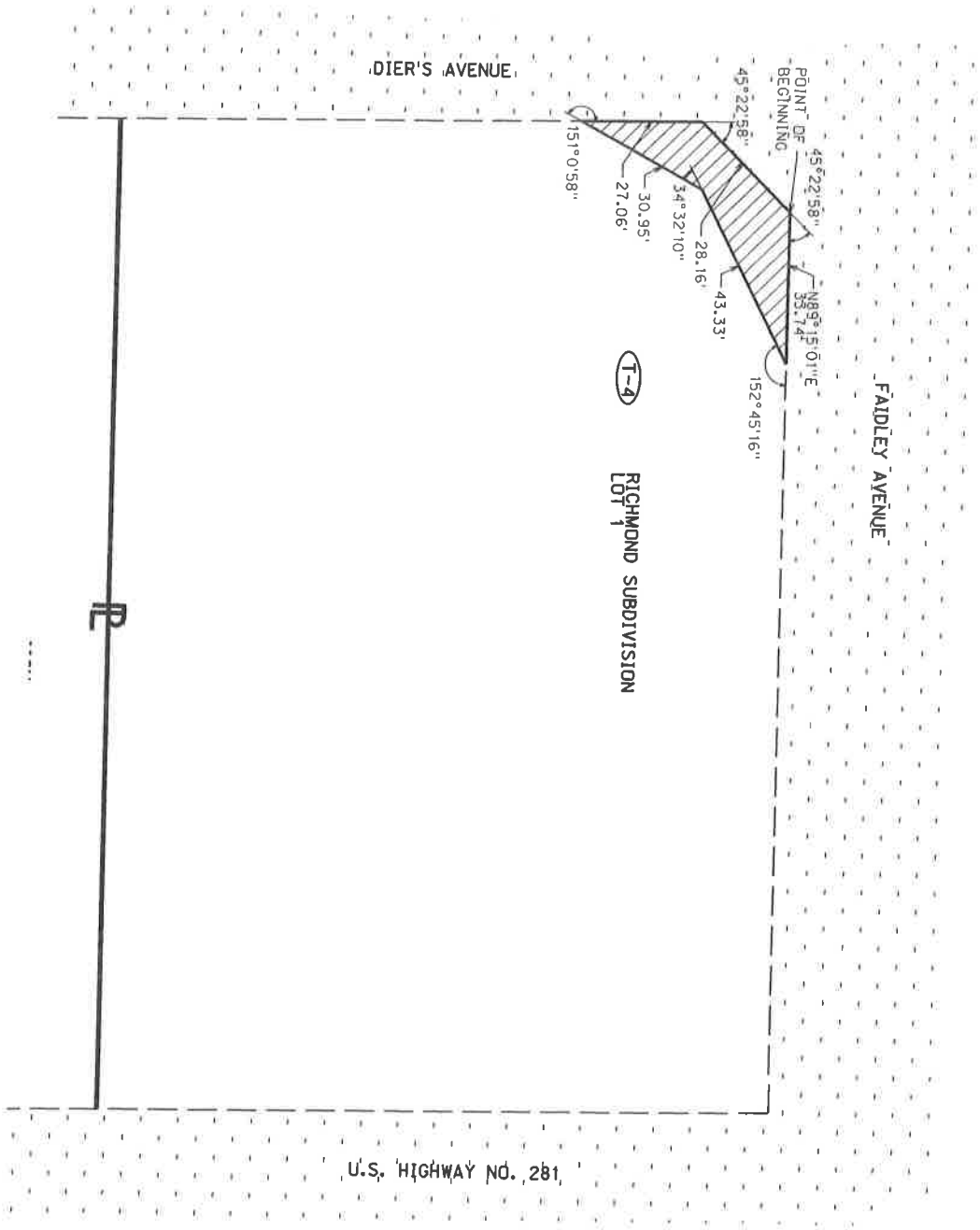
PREV. R.O.W.
NEW R.O.W.



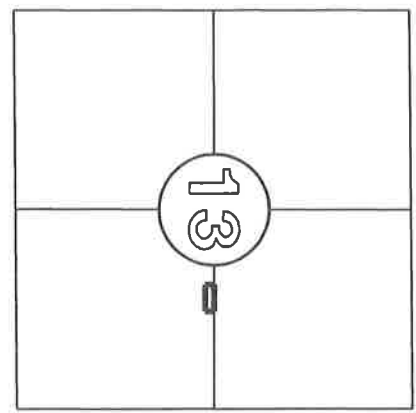
0.02 AC

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"
1 of 2



LOT 1
RICHMOND SUBDIVISION
SE 1/4 SEC. 13-T11N-R10W
HALL COUNTY, NEBRASKA

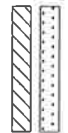


Sheet 1 of 2

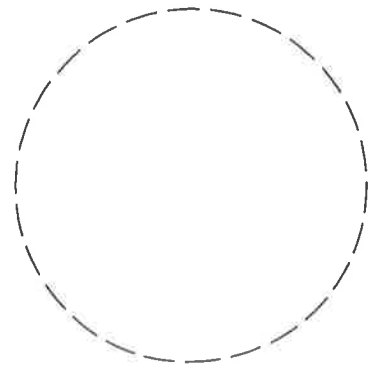
PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



0.02 AC



SCALE 1" = 40'

DATE 03-17-15
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CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"
2 of 2

LEGAL DESCRIPTION

A PART OF LOT 1, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W1/2 OF THE SE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6th P.M., HALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE N89°15'01"E (ASSUMED BEARING), ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 33.74 FEET; THENCE DEFLECTING 152°45'16" TO THE RIGHT, A DISTANCE OF 43.33 FEET; THENCE DEFLECTING 34°32'10" TO THE LEFT A DISTANCE OF 30.95 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE DEFLECTING 151°00'58" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 27.06 FEET; THENCE DEFLECTING 45°22'58" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 28.16 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINS AN AREA OF 686 S.F. OR 0.02 AC., MORE OR LESS.

Sheet 2 of 2
PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

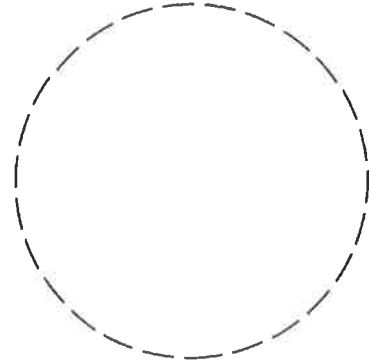
STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



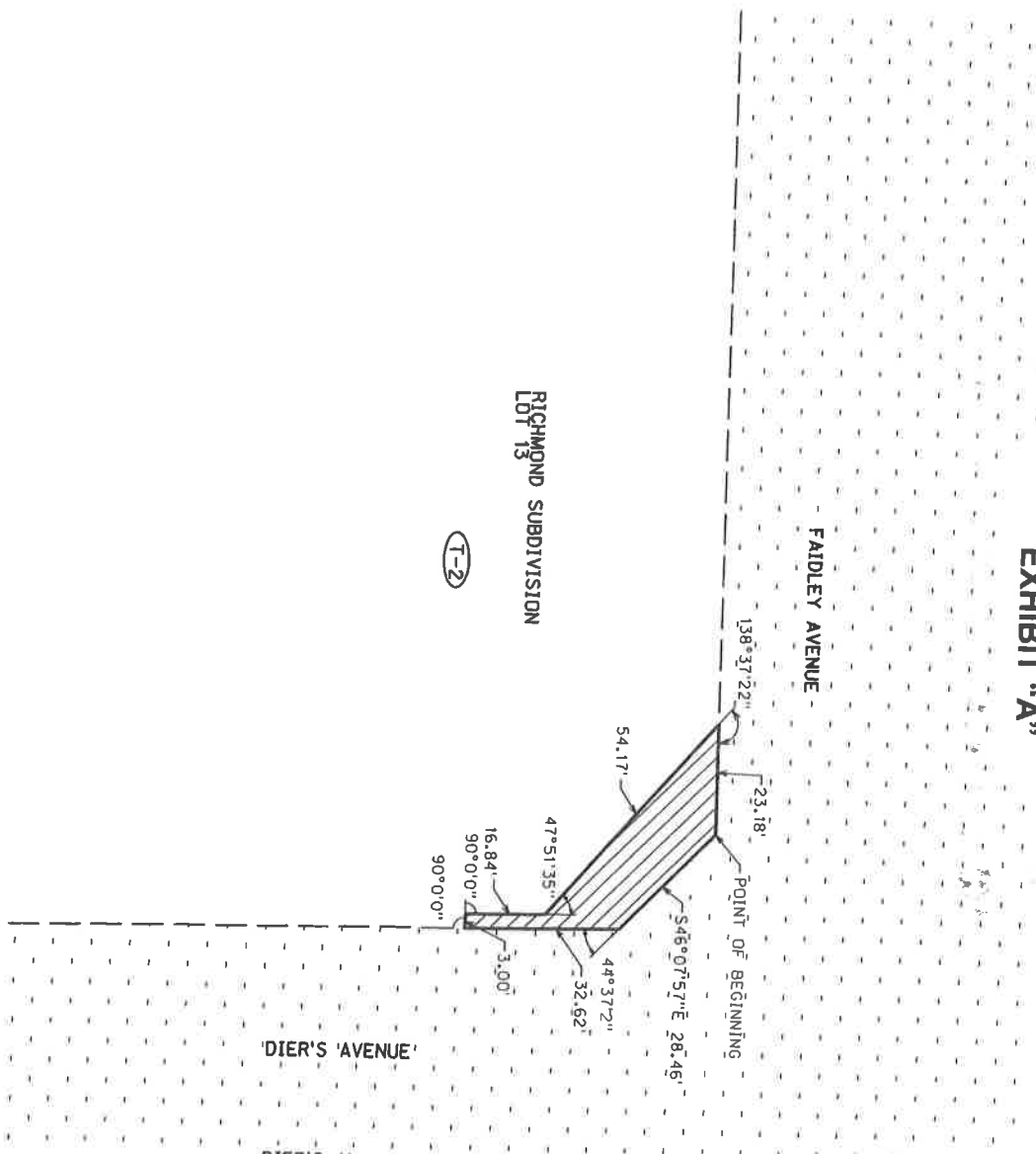
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SCALE 1" = 40'

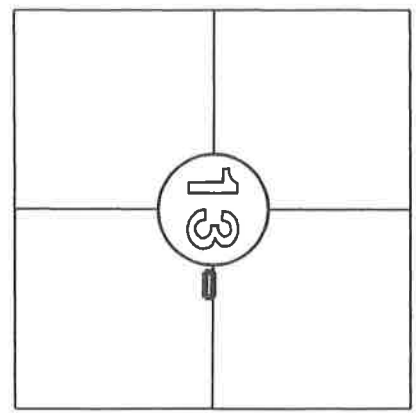


DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"



LOT 13
RICHMOND SUBDIVISION
SE 1/4 SEC. 13-T11N-R10W
HALL COUNTY, NEBRASKA



Sheet 1 of 2

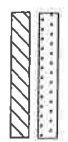
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STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



0.02 AC

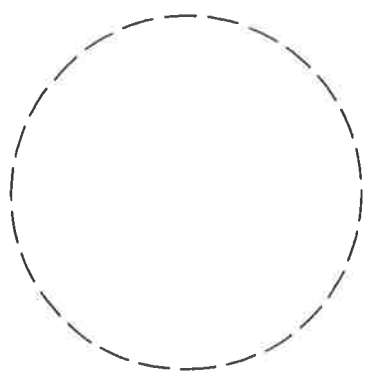


EXHIBIT "A"

LEGAL DESCRIPTION

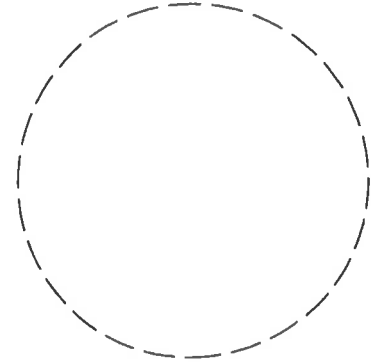
A PART OF LOT 13, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W1/2 OF THE SE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6th P.M., HALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE S46°07'57"E (ASSUMED BEARING), ALONG THE EAST LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 28.46 FEET; THENCE DEFLECTING 44°37'02" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE A DISTANCE OF 32.62 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 3.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 16.84 FEET; THENCE DEFLECTING 47°51'35" TO THE LEFT TO A POINT ON THE NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 54.17 FEET; THENCE DEFLECTING 138°37'22" TO THE RIGHT ALONG SAID NORTH LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 23.18 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINS AN AREA OF 677 S.F. OR 0.02 AC., MORE OR LESS.

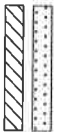
Sheet 2 of 2
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RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

SCALE 1" = 40'



STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



0.02 AC

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item F-1

#9589 - Consideration of Creation of Sanitary Sewer District No. 538T, Ext of Sanitary Sewer to Serve Lot One (1) Jack Voss Horse Country Club Third Subdivision, Lot One (1) Miracle Valley Second Subdivision, and Part of the W 1/2 SW 1/4 of Misc Tracts 2-11-10 (W of Engleman Rd, N of Michigan Ave)

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: June 14, 2016

Subject: Consideration of Creation of Sanitary Sewer District No. 538T, Ext of Sanitary Sewer to Serve Lot One (1) Jack Voss Horse Country Club Third Subdivision, Lot One (1) Miracle Valley Second Subdivision, and Part of the W 1/2 SW 1/4 of Misc Tracts 2-11-10 (W of Engleman Rd, N of Michigan Ave)

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

Background

Council action is needed to create a sanitary sewer tap district. The boundary was developed by Public Works staff in order to serve an area that does not currently have access to sanitary sewer. Please refer to attached proposed Sanitary Sewer District 538T; Exhibit "A" Sketch.

Discussion

This tap district would be able to serve three (3) lots, with the potential to serve more lots upon the development of Jack Voss Horse Country Club 3rd Subdivision. The area is presently served with both water and electric.

If the district is created the sanitary sewer cost would be assessed to the properties through a sanitary sewer tap district.

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 creation of Sanitary Sewer District 538T.

Sample Motion

Move to approve the creation of Sanitary Sewer District 538T.

ORDINANCE NO. 9589

An ordinance creating Sanitary Sewer District No. 538T of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the connection fee for connecting to such sanitary sewer; providing for certification to the Register of Deeds of the connection fee; and providing for publication and the effective date of this ordinance.

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

SECTION 1. Sanitary Sewer District No. 538T is hereby created for the construction of:

An eight (8.0) inch gravity Sanitary Sewer Main and appurtenances thereto within Lot One (1) Jack Voss Horse Country Club Third Subdivision, all of Lot One (1), Miracle Valley Second Subdivision, and Part of the SW 1/4 of Section 2, Township 11 North, Range 10 West of the 6th P.M., all in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

Approved as to Form	▣ _____
June 10, 2016	▣ City Attorney

ORDINANCE NO. 9589 (Cont.)

A SANITARY SEWER TAP DISTRICT COMPRISING ALL OF LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION, ALL OF LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION A DISTANCE OF 670.06 FEET TO THE NORTHWEST CORNER OF LOT TWO (2), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION; THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION A DISTANCE OF 588.67 FEET TO THE SOUTHWEST CORNER OF LOT ELEVEN (11), JACK VOSS HORSE COUNTRY CLUB SECOND SUBDIVISION; THENCE EASTERLY ON THE SOUTH LINE OF SAID JACK VOSS HORSE COUNTRY CLUB SECOND SUBDIVISION A DISTANCE OF 374.87 FEET TO THE SOUTHEAST CORNER OF LOT THIRTEEN (13), JACK VOSS HORSE COUNTRY CLUB SECOND SUBDIVISION; THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION A DISTANCE OF 175.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION; THENCE WESTERLY ON THE SOUTHERLY LINE OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION A DISTANCE OF 580.17 FEET TO THE SOUTHEAST CORNER OF LOT TWO (2), MIRACLE VALLEY SECOND SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT TWO (2), MIRACLE VALLEY SECOND SUBDIVISION A DISTANCE OF 272.40 FEET TO THE SOUTHEAST CORNER OF LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION A DISTANCE OF 465.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION AND THE PROLONGATION THEREOF, A DISTANCE OF 491.07 FEET TO THE POINT OF BEGINNING. SAID DISTRICT BOUNDARY CONTAINS A CALCULATED AREA OF 10.35 ACRES MORE OR LESS.

SECTION 3. Said improvement shall be made in accordance with plans and specifications prepared by the Engineer for the City who shall estimate the costs thereof, and submit the same to the City Council, and thereafter, bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such sanitary sewer main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section

ORDINANCE NO. 9589 (Cont.)

16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island prior to such property being connected to the sanitary sewer main in such district. No property thus benefited by sanitary sewer main improvements shall be connected to the sanitary sewer main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

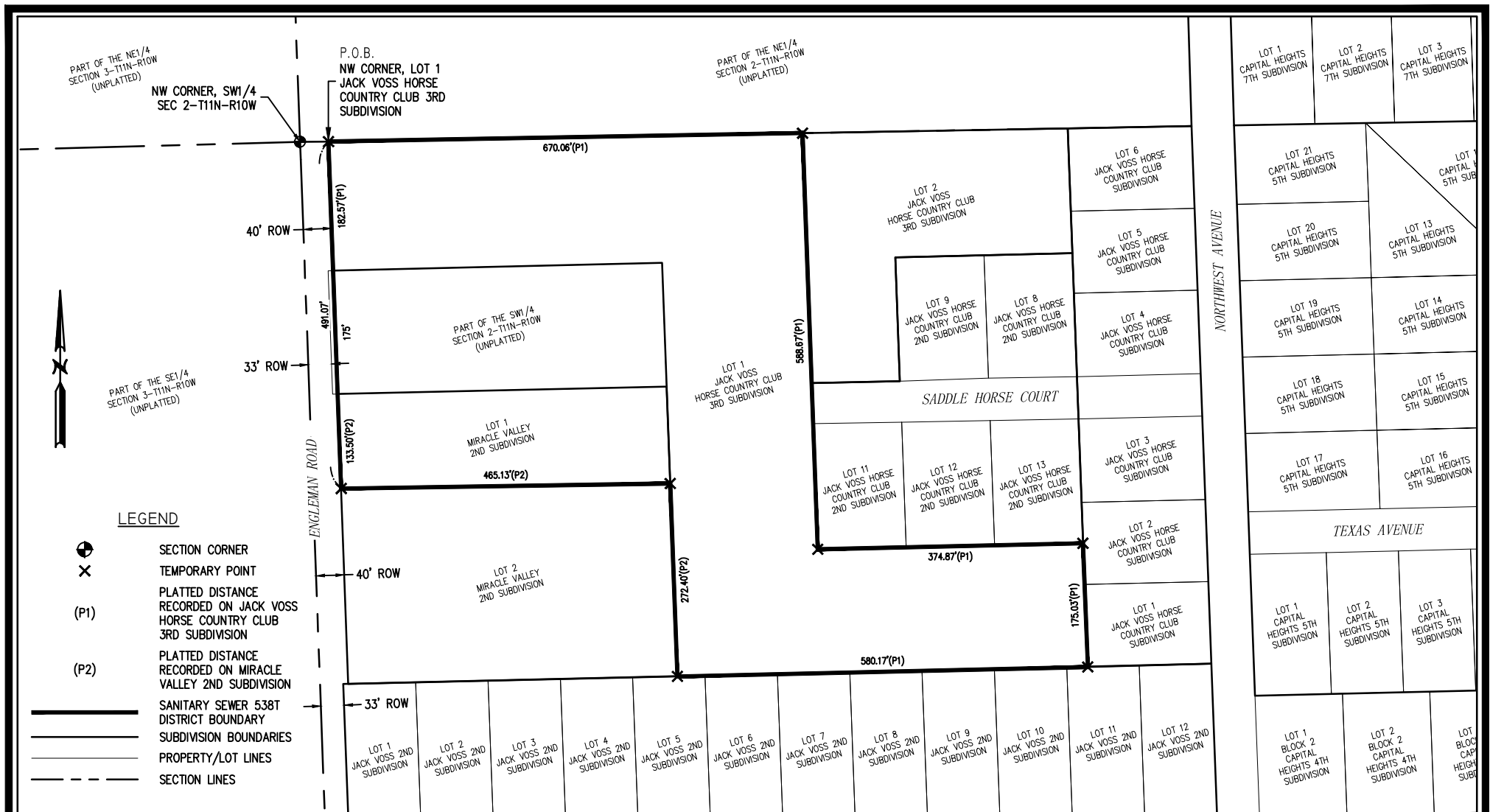
SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: June 14, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



A SANITARY SEWER TAP DISTRICT COMPRISING ALL OF LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION, ALL OF LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION A DISTANCE OF 670.06 FEET TO THE NORTHWEST CORNER OF LOT TWO (2), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION; THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION A DISTANCE OF 588.67 FEET TO THE SOUTHWEST CORNER OF LOT ELEVEN (11), JACK VOSS HORSE COUNTRY CLUB SECOND SUBDIVISION; THENCE EASTERLY ON THE SOUTH LINE OF SAID JACK VOSS HORSE COUNTRY CLUB SECOND SUBDIVISION A DISTANCE OF 374.87 FEET TO THE SOUTHEAST CORNER OF LOT THIRTEEN (13), JACK VOSS HORSE COUNTRY CLUB SECOND SUBDIVISION; THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION A DISTANCE OF 175.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION; THENCE WESTERLY ON THE SOUTHERLY LINE OF SAID LOT ONE (1), JACK VOSS HORSE COUNTRY CLUB THIRD SUBDIVISION A DISTANCE OF 580.17 FEET TO THE SOUTHEAST CORNER OF LOT TWO (2), MIRACLE VALLEY SECOND SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT TWO (2), MIRACLE VALLEY SECOND SUBDIVISION A DISTANCE OF 272.40 FEET TO THE SOUTHEAST CORNER OF LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION A DISTANCE OF 465.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT ONE (1), MIRACLE VALLEY SECOND SUBDIVISION AND THE PROLONGATION THEREOF, A DISTANCE OF 491.07 FEET TO THE POINT OF BEGINNING. SAID DISTRICT BOUNDARY CONTAINS A CALCULATED AREA OF 10.35 ACRES MORE OR LESS.



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-1

Approving Minutes of May 24, 2016 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 24, 2016

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 24, 2016. Notice of the meeting was given in *The Grand Island Independent* on May 18, 2016.

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, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

INVOCATION was given by Pastor Dan Brenton, Evangelical Free Church, 2609 South Blaine Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen acknowledged that City Clerk RaNae Edwards was absent and appointed Nicki Stoltenberg as City Clerk Pro Tem for purposes of making a record of the proceedings of the City Council meeting.

Mike McDermott, 1603 Gretchen Avenue, requested to speak about a topic that was not on the agenda.

BOARD OF EQUALIZATION: Motion by Donaldson, second by Paulick to adjourn to the Board of Equalization. Motion adopted.

#2016-BE-4 - Consideration of Determining Benefits for Sanitary Sewer Dist. No. 537T, Extension of Sanitary Sewer to Serve Lots 1 & 2, TLST Spiehs Subdivision & Part of the North Ten (10) Acres of the W Half of the NW Quarter (W1/2NW1/4) all In Section 10-11-9. Public Works Director John Collins reported that the tap district for Sanitary Sewer District 537T had been completed. This district was combined with the North Interceptor Phase II work. Staff recommended approval.

Tim Speihs, 909 Capital Ave., requested to speak on this item.

Motion by Paulick, second by Minton to approve Resolution #2016-BE-4. Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Request from Prairie Pride Brewing Company, LLC dba Prairie Pride Brewing Company, 115 East South Front Street, Suite 1 for a Class "LK" Liquor License. City

Clerk Pro Tem Nicki Stoltenberg reported that an application for a Class “LK” Liquor License had been received from Prairie Pride Brewing Company, LLC dba Prairie Pride Brewing Company, 115 East South Front Street, Suite 1. Ms. Stoltenberg presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 19, 2016; notice to the general public of date, time, and place of hearing published on May 14, 2016; notice to the applicant of date, time, and place of hearing mailed on April 19, 2016; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Amos Anson, 4234 Arizona Avenue, spoke in favor of this item.

Public Hearing on Request to Rezone Property located at 2530 and 2540 N. Webb Road from R4 – High Density Residential to B1 – Light Business (Darren and Celeste Bartunek). Regional Planning Director Chad Nabity reported that an application had been made by Darren and Celeste Bartunek to rezone property located at 2530 and 2540 N. Webb Road from R4 – High Density Residential to B1 – Light Business. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 1920 Sagewood Avenue (HC of Grand Island LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 1920 Sagewood Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would provide for transformer and high voltage underground power lines for the new Heritage Senior Living Center’s health and care facility. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement in Section 22, Township 11 N, Range 9W - SE Corner of S Locust Street & State Fair Boulevard Intersection (Hall County Livestock Improvement Association). Public Works Director John Collins reported that acquisition of a utility easement located at the southeast corner of South Locust Street and the State Fair Boulevard intersection was needed in order to allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. 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 ordinance numbered:

#9586 - Consideration of Request to Rezone Property located at 2530 and 2540 N. Webb Road from R4 – High Density Residential to B1 – Light Business (Darren and Celeste Bartunek)

#9587 – Consideration of Amending Salary Ordinance Relative to Non-Union Part-Time Community Service Officers

#9588 – Consideration of Amending Chapter 23 Article VII of the Grand Island City Code Relative to the Food & Beverage Retailer Occupation Tax

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of this ordinance on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.”

Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

#9586 - Consideration of Request to Rezone Property located at 2530 and 2540 N. Webb Road from R4 – High Density Residential to B1 – Light Business (Darren and Celeste Bartunek)

Motion by Stelk, second by Fitzke to approve Ordinance #9586.

City Clerk Pro Tem: Ordinance #9586 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 Pro Tem: Ordinance #9586 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 #9586 is declared to be lawfully adopted upon publication as required by law.

#9587 – Consideration of Amending Salary Ordinance Relative to Non-Union Part-Time Community Service Officers

Human Resources Director Aaron Schmid reported that Ordinance #9587 would adjust the part time Community Service Officer classification to match the full time Community Service Officer classification pay range and would clarify part time, seasonal and temporary classifications.

Motion by Jones, second by Minton to approve Ordinance #9587.

City Clerk Pro Tem: Ordinance #9587 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 Pro Tem: Ordinance #9587 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 #9587 is declared to be lawfully adopted upon publication as required by law.

#9588 – Consideration of Amending Chapter 23 Article VII of the Grand Island City Code Relative to the Food & Beverage Retailer Occupation Tax

City Attorney Jerry Janulewicz reported that Ordinance #9588 would amend Chapter 23 by adding a new Article VII imposing the new occupation tax on retailers engaged in the sale of food and beverages. The new tax will be imposed at the rate of 1 ½% of the gross proceeds from the sale of food and beverages and will become effective July 1, 2016. Mr. Janulewicz reported

that there were a few corrections made and the final draft was presented this evening. The changes are specific to correcting a typo regarding retail location, deleting the administrative fee provision and correcting an inconsistency regarding 'gross proceeds' and 'gross receipts' to read 'proceeds with receipts.'

Councilmembers Nickerson and Paulick thanked Administration and staff for the removal of the administration fee as well as for the continued audit of the collections.

Mayor Jensen reminded the public of the Oversight Committee and that applications are due on June 20th.

Motion by Donaldson, second by Minton to approve Ordinance #9588.

City Clerk Pro Tem: Ordinance #9588 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 Pro Tem: Ordinance #9588 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 #9588 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-7 (Resolution #2016-124) was pulled for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda excluding item G-7. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 10, 2016 City Council Regular Meeting.

Approving Minutes of May 17, 2016 City Council Study Session.

Approving Liquor Manager Designation for Stephanie Smith, 208 West 8th Street for Ruby Tuesday, 3429 West 13th Street.

#2016-121 - Approving Request from Prairie Pride Brewing Company, LLC dba Prairie Pride Brewing Company, 115 East South Front Street, Suite 1 for a Class "LK" Liquor License and Liquor Manager Designation for Phillip Cahoy, #83 Ponderosa Drive.

#2016-122 - Approving Acquisition of Utility Easement - 1920 Sagewood Avenue (HC of Grand Island LLC).

#2016-123 - Approving Certificate of Participant with the Public Power Generation Agency for Revenue Refunding Bonds, 2016, Series A.

#2016-125 - Approving Award of Proposal for Enterprise Environmental Resources Regulatory and Compliance System – 2016 with Linko Technology, Inc. of Wheat Ridge, CO in an Amount not to exceed \$63,565.00 and an Annual Maintenance and Support Amount of \$7,580.00.

#2016-126 - Approving Bid Award for South Locust Traffic Signal Relocation; Project No. 2016-TS-1 with Chief Construction Co. dba Heartland Electric Co. of Grand Island, NE in an Amount of \$50,004.70.

CONSENT AGENDA Item G-7:

#2016-124 - Approving Acquisition of Utility Easement in Section 22, Township 11 N, Range 9 - SE Corner of S Locust Street & State Fair Boulevard Intersection (Hall County Livestock Improvement Association).

Motion by Paulick, second by Minton to approve. Upon roll call vote, all voted aye. Motion adopted.

Councilmember Paulick asked for clarification regarding the signal serving as an events signal at State Fair Boulevard. John Collins confirmed it as such.

RESOLUTIONS:

#2016-100 - Consideration of Fees for Sanitary Sewer District No. 537T, Ext of Sanitary Sewer to Serve Lot 1 & Lot 2, TLST Spiehs Subdivision and Part of the N 10 Acres of the W Half of the NW Quarter (W1/2NW1/4) All In Section 10, Township 11N, Range 9W. This item was related to the aforementioned Public Hearing.

Motion by Minton, second by Hehnke to approve Resolution #2016-100. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the Claims for the period of May 11, 2016 through May 24, 2016 for a total amount of \$5,970,952.20. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Minton, second by Jones to adjourn to Executive Session at 7:47 p.m. for the purpose of a strategy session with respect to Labor Negotiations with the Fraternal Order of Police (FOP) #24. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Paulick, second by Minton to return to Regular Session at 8:15 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:15 p.m.

Nicki Stoltenberg
City Clerk Pro Tem



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-2

Approving Appointment of Al Satterly to the Civil Service Commission

Mayor Jensen has submitted the appointment of Al Satterly to the Civil Service Commission to replace John Schultz. The appointment would become effective immediately upon approval by the City Council and would expire on June 1, 2022.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-3

**Approving Liquor Manager Designation for Ian Butler, 6030
193rd Avenue, Omaha, NE for Shopko #38, 2208 North Webb
Road**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 14, 2016

Subject: Request from Ian Butler, 6030 193rd Avenue, Omaha, NE for Liquor Manager Designation with Shopko #38, 2208 North Webb Road

Presenter(s): RaNae Edwards, City Clerk

Background

Ian Butler, 6030 193rd Avenue, Omaha, NE has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Shopko #38, 2208 North Webb Road.

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

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Ian Butler, 6030 193rd Avenue, Omaha, NE for Liquor Manager Designation in conjunction with the Class “B-112990” Liquor License for Shopko #38, 2208 North Webb Road with the stipulation that Mr. Butler complete a state approved alcohol server/seller training program.

05/20/16
11:29

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 10:08:51 05/20/2016
Occurred before : 10:08:51 05/20/2016
When reported : 10:08:51 05/20/2016
Date disposition declared : 05/20/2016
Incident number : L16051984
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 2208 Webb Rd N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 4605
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	13956	05/20/16	Shopko,	Business Involved
NM	210107	05/20/16	Butler, Ian	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT08	LT08 Deptmnt/Discount Store	

LAW INCIDENT NARRATIVE:

Ian Butler is applying to become the new liquor manager at Shopko.

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

05/20/16
11:29

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	10:36:15 05/20/2016

318

Grand Island Police Department
Supplemental Report

Date, Time: Fri May 20 10:36:29 CDT 2016
Reporting Officer: Vitera
Unit- CID

Ian Butler is applying to become the new liquor manager at Shopko. According to the application, Ian is married to Kelley Butler. Over the last ten years, the Butler's have lived in Illinois, Missouri, Michigan, Wisconsin, and Nebraska. The couple currently resides in Omaha and have since October of 2014. Kelley signed a Spousal Affidavit of Non-Participation form.

Ian didn't disclose any convictions. I searched him up in Spillman and NCJIS. He did not have an entry in Spillman which is to be expected since he lives in Omaha and has only lived in Nebraska for less than two years. NCJIS shows a driver's license entry in November of 2014 and nothing else. Kelley doesn't have an entry in Spillman, and she also only has a driver's license entry in NCJIS.

Neither Ian or Kelley have any outstanding warrants for their arrest, and they each have a valid Nebraska driver's license. I also searched the Butler's through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information on civil issues. I didn't find anything out of the ordinary on either Ian or Kelley.

I called Ian on 5/20/16 and asked him about his application. Ian said Shopko has broken up the management of the stores between the "box" stores and the "hometown" stores. Ian will be managing the box stores. There are nine box stores in Nebraska, and four of them currently have a liquor license. I also asked Ian about criminal convictions. He said that he doesn't have any. When told that the question on the application also asks for traffic convictions, Ian said he has had three or four speeding tickets in Illinois but none since his teenaged years.

Ian's fingerprint submission and a national criminal history check will ultimately have to determine and confirm his eligibility to be a liquor manager in the State of Nebraska. Based upon the limited local checks I was able to complete, the Grand Island Police Department has no objection to Ian Butler becoming the liquor manager for Shopko.



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-4

#2016-127 - Approving Request from Calm Nights, LLC dba Hotel Grand Conference Center, 2503 South Locust Street for a Class “C” Liquor License and Liquor Manager Designation for Rhonda Saalfeld, 823 Austin Avenue

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-127

WHEREAS, an application was filed by Calm Nights, LLC doing business as Hotel Grand Conference Center, 2503 South Locust Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 4, 2016; such publication cost being \$12.27; and

WHEREAS, a public hearing was held on June 14, 2016 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Rhonda Saalfeld, 823 Austin Avenue as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-5

#2016-128 - Approving Acquisition of Utility Easement - Northwest Corner of Hwy. 30 and Engleman Road (West Park Plaza Mobile Home Park, LLC)

This item relates to the aforementioned Public Hearing item E-2.

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2016-128

WHEREAS, a public utility easement is required by the City of Grand Island from West Park Plaza Mobile Home Park, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on June 14, 2016 for the purpose of discussing the proposed acquisition of an easement located at the Northwest corner of U.S. Highway 30 and Engleman Road, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter (SE1/4), Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Grand Island, Hall County, Nebraska; thence on an assumed bearing of S0°39'43"E, along the easterly line of said Southeast Quarter (SE1/4), a distance of six hundred twenty five and ninety three hundredths (625.93) feet to a point on the northerly right-of-way line of the Union Pacific Railroad; thence S58°02'40"W, along the northerly right-of-way line of said Union Pacific Railroad, a distance of two hundred eighty seven and fifty seven hundredths (287.57) feet, thence N48°15'58"W, along the centerline of an existing twenty (20.0) foot easement described in document 201500355 recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of one hundred and forty seven hundredths (100.47) feet; thence N54°53'41"E, along the centerline of said existing twenty (20.0) foot easement, a distance of one hundred eighty and eighty six hundredths (180.86) feet to the ACTUAL Point of Beginning; thence N0°33'15"W, a distance of three hundred fifty one and sixteen hundredths (351.16) feet; thence N66°46'46"W, a distance of fifty (50.0) feet to the point of termination.

The above easement and right of way containing a combined total of 0.18 acres, more or less, as shown on the plat dated 5/3/2016, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from West Park Plaza Mobile Home Park, LLC, on the above-described tract of land.

- - -

Approved as to Form	▣ _____
June 10, 2016	▣ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

LEGEND

INDICATES EXISTING EASEMENTS:
 DOC. 76-005069
 MISC. BOOK W-1, PG. 279
 MISC. BOOK W-1, PG. 215
 MISC. BOOK W-1, PG. 189
 DOC. 201400310
 DOC. 201500355

INDICATES 20' WIDE UTILITY EASEMENT
 ACQUIRED BY THIS DOCUMENT

NE CORNER- SE 1/4,
 SECTION 27-T11N-R10W

NORTHERLY LINE- SE 1/4,
 SECTION 27-T11N-R10W

1/4 SECTION LINE

PART SE 1/4
 SECTION 27-11-10

POINT OF
 BEGINNING

N48°15'58"W
 100.47'

CENTER LINE OF EXISTING 20'
 EASEMENT- DOC. 201500355
 RECORDED REGISTER OF DEEDS
 OFFICE, HALL COUNTY , NE.

NORTHERLY R-O-W LINE-
 UNION PACIFIC RAILROAD

U.S. HIGHWAY 30

U.P.R.R.

N66°46'46"W
 50.0'

N0°33'15"W
 351.16'

(ASSUMED)
 S 0°39'43"E
 625.93'

ENGLEMAN ROAD

SECTION LINE

EASTERLY LINE- SE 1/4,
 SECTION 27-T11N-R10W

CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M. SCALE: 1"= 200'

DATE: 5/3/2016 FILE: 27-11-10



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-6

#2016-129 - Approving Acquisition of Utility Easement - 2023 S. Locust Street (First National Bank of Omaha)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2016-129

WHEREAS, a public utility easement is required by the City of Grand Island from the First National Bank of Omaha, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on June 14, 2016 for the purpose of discussing the proposed acquisition of an easement located at 2023 South Locust Street, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at a point on the southerly line of Lot One (1), Equestrian Meadows Subdivision, in the City of Grand Island, Hall County, Nebraska, said point being ten (10.0) west of the Southeast corner of said Lot One (1); thence westerly along the southerly line of said Lot One (1), a distance of ten (10.0) feet; thence northerly and twenty (20.0) feet parallel with the easterly line of said Lot One (1), a distance of sixty five (65.0) feet; thence easterly and parallel with the southerly line of said Lot One (1), a distance of four (4.0) feet; thence northerly and sixteen (16.0) feet parallel with the easterly line of said Lot One (1), a distance of one hundred twelve and thirty two hundredths (112.32) feet; thence westerly and parallel with the northerly line of said Lot One (1), a distance of one hundred thirty four and thirty five hundredths (134.35) feet to a point on a westerly line of said Lot One (1); thence northerly along a westerly line of said Lot One (1), a distance of twenty (20.0) feet; thence easterly and parallel with the northerly line of said Lot One (1), a distance of one hundred forty and forty two hundredths (140.42) feet; thence southerly and ten (10.0) feet parallel with the easterly line of said Lot One (1), a distance of one hundred ninety seven and twenty seven hundredths (197.27) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.095 acres more or less, as shown on the plat dated 4/12/2016, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from the First National Bank of Omaha, on the above-described tract of land.

- - -

Approved as to Form	by _____
June 10, 2016	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-7

**#2016-130 - Approving Bid Award - Water Main Project 2015-W-1
- Pine Street Crossing at the Union Pacific Railroad Tracks**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: June 14, 2016

Subject: Water Main Project 2015-W-1 – Pine Street at the Union Pacific Railroad Crossing

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department is continuing to replace the water mains that cross under the Union Pacific Railroad through the center of town. Water Main Project 2015-W-1 will replace the main in Pine Street at the Union Pacific Railroad tracks. Historic records indicate the existing water line in this part of the system is over 100 years old.

The project will directional bore a 20” diameter steel casing under the tracks, install a new 10” ductile-iron water main within the casing, and reconnect the piping to the existing main. A site map of the area is attached for reference.

Discussion

Bidding documents were advertised in accordance with City Procurement Codes. Seven plan service firms, thirteen construction companies and one supplier were notified of the project. Four bids were received and publicly opened at 2:15 p.m. on June 2, 2016.

The bids have been reviewed and evaluated, and are without error. Myers Construction did have an exception that dewatering would not be included in the bid price. The exception does not affect the bid outcome. Tabulated below is the Evaluated Bid Price from each of the bidders and completion dates:

Bidder	Bid Security	Exceptions	Evaluated Bid Price	Completion Date
Diamond Engineering Co. Grand Island, NE	Universal Surety Co.	None	\$164,148.79	9/30/2016
Van Kirk Bros Construction Co Sutton, NE	Universal Surety Co.	None	\$148,276.78	12/31/2016
General Excavating Lincoln, NE	Universal Surety Co.	None	\$259,034.40	9/30/2016
Myers Construction, Inc. Broken Bow, NE	Merchants Bonding Co.	Noted	\$235,392.30	12/15/2016

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid of Van Kirk Bros. Contracting of Sutton, Nebraska for Water Main Project 2015-W-1, in the amount of \$148,276.78.

Sample Motion

Move to approve the bid for Water Main Project 2015-W-1 to Van Kirk Bros. Contracting of Sutton, Nebraska, in the amount of \$148,276.78.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 2, 2016 at 2:15 p.m.
FOR: Water Main Project 2015-W-1, Pine Street at UPRR Crossing
DEPARTMENT: Utilities
ESTIMATE: \$260,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: May 16, 2016
NO. POTENTIAL BIDDERS: 12

SUMMARY

Bidder:	<u>Myers Construction, Inc.</u> Broken Bow, NE	<u>General Excavating</u> Lincoln, NE
Bid Security:	Merchants Bonding Co.	Universal Surety Co.
Exceptions:	Noted	None
Bid Price:	\$235,392.30	\$259,034.40
Completion Date:	December 15, 2016	September 30, 2016
Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Van Kirk Bros. Contracting</u> Sutton, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$164,148.79	\$148,276.78
Completion Date:	September 30, 2016	December 31, 2016

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Christy Leshner, Utilities Dept.

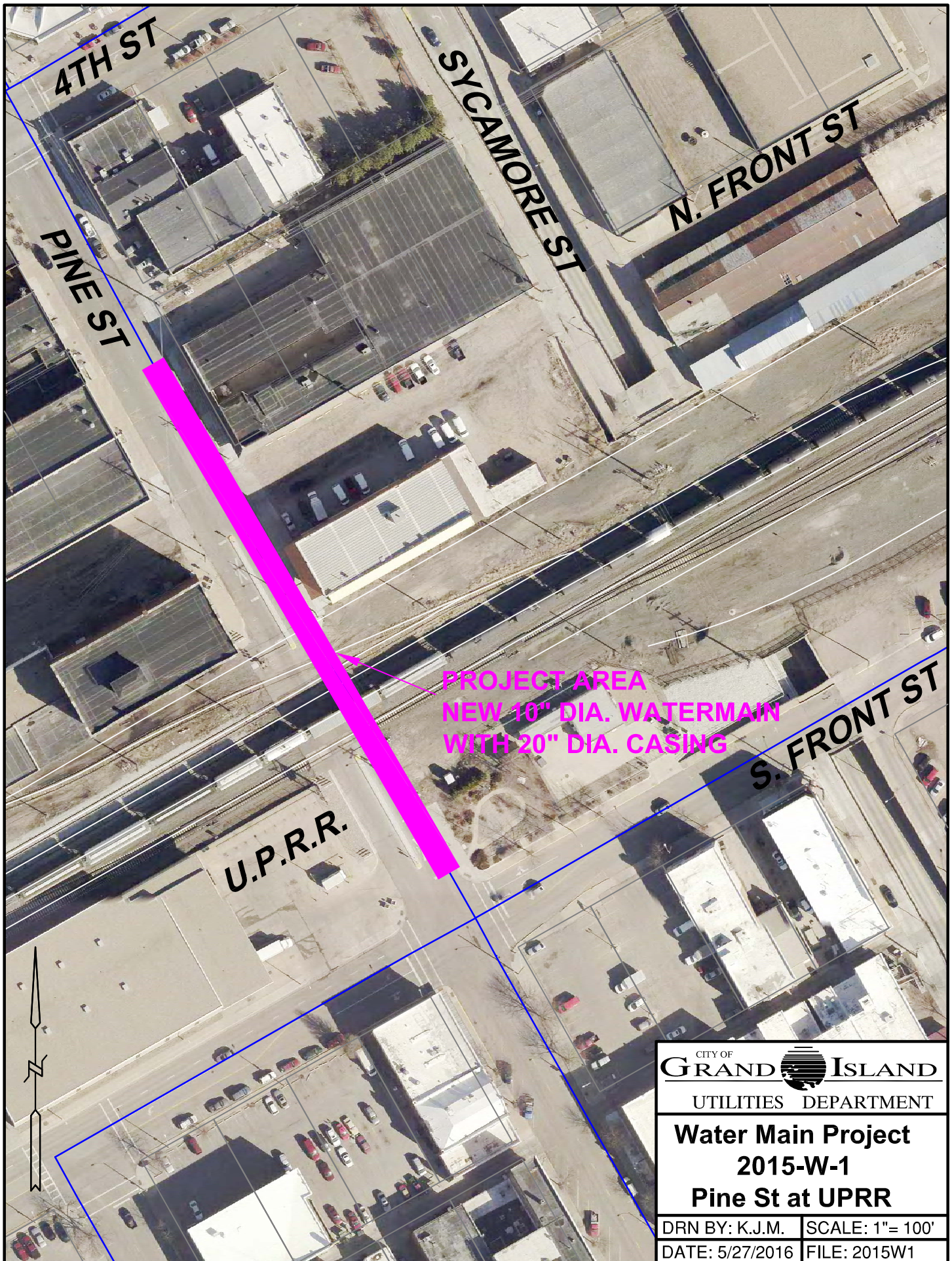
Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Tom Barnes, Utilities Eng. Mgr.
Jamie Royer, Utilities Dept.

P1885

PINE STREET AT UPRR CROSSING

Item	Description	Estimated		Diamond Engineering Grand Island, NE		Van Kirk Bros Contracting Sutton, NE		General Excavating Lincoln, NE		Myers Construction Broken Bow, NE	
		Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D.	1.01 BORE AND JACK 20"X0.375" STL. CASING	149.3	LF	\$377.36	\$56,339.85	\$408.00	\$60,914.40	\$575.00	\$85,847.50	\$457.00	\$68,230.10
D.	1.02 10" R.J. D.I. PIPE	376.6	LF	\$85.80	\$32,312.28	\$52.00	\$19,583.20	\$86.00	\$32,387.60	\$148.00	\$55,736.80
D.	1.03 6" S.J. D.I. PIPE	27.0	LF	\$61.34	\$1,656.18	\$22.00	\$594.00	\$62.00	\$1,674.00	\$63.00	\$1,701.00
D.	1.04 2" TYPE "K" COPPER PIPING	37.0	LF	\$31.44	\$1,163.28	\$28.00	\$1,036.00	\$49.00	\$1,813.00	\$50.00	\$1,850.00
D.	1.05 1" TYPE "K" COPPER PIPING	42.0	LF	\$21.39	\$898.38	\$21.00	\$882.00	\$36.00	\$1,512.00	\$40.00	\$1,680.00
D.	1.06 20"X10" TAPPING SLEEVE	1.0	EA	\$5,720.23	\$5,720.23	\$3,850.00	\$3,850.00	\$7,540.00	\$7,540.00	\$5,197.00	\$5,197.00
D.	1.07 10"X10" TAPPING SLEEVE	1.0	EA	\$3,833.01	\$3,833.01	\$3,150.00	\$3,150.00	\$4,580.00	\$4,580.00	\$3,790.00	\$3,790.00
D.	1.08 10"X6" M.J. TEE	2.0	EA	\$420.76	\$841.52	\$350.00	\$700.00	\$560.00	\$1,120.00	\$664.00	\$1,328.00
D.	1.09 10"X90° M.J. BEND	2.0	EA	\$390.58	\$781.16	\$320.00	\$640.00	\$525.00	\$1,050.00	\$620.00	\$1,240.00
D.	1.10 10"X22.5° M.J. BEND	3.0	EA	\$342.65	\$1,027.95	\$320.00	\$960.00	\$525.00	\$1,575.00	\$500.00	\$1,500.00
D.	1.11 10" RETAINER GLAND	2.0	EA	\$98.09	\$196.18	\$60.00	\$120.00	\$215.00	\$430.00	\$156.00	\$312.00
D.	1.12 6"X45° M.J. BEND	2.0	EA	\$216.59	\$433.18	\$175.00	\$350.00	\$400.00	\$800.00	\$248.00	\$496.00
D.	1.13 6"X24" GRADE-LOK OFFSET FITTING	1.0	EA	\$802.47	\$802.47	\$660.00	\$660.00	\$1,140.00	\$1,140.00	\$1,440.00	\$1,440.00
D.	1.14 6" RETAINER GLAND	5.0	EA	\$62.14	\$310.70	\$36.00	\$180.00	\$88.00	\$440.00	\$68.00	\$340.00
D.	1.15 10" R.S. GATE TAPPING VALVE	2.0	EA	\$2,826.38	\$5,652.76	\$2,380.00	\$4,760.00	\$4,890.00	\$9,780.00	\$3,240.00	\$6,480.00
D.	1.16 6" R.S. GATE VALVE	2.0	EA	\$1,020.84	\$2,041.68	\$990.00	\$1,980.00	\$980.00	\$1,960.00	\$1,148.00	\$2,296.00
D.	1.17 FIRE HYDRANT (ONLY)	1.0	EA	\$433.19	\$433.19	\$1,050.00	\$1,050.00	\$3,650.00	\$3,650.00	\$3,767.00	\$3,767.00
D.	1.18 10"X2" SADDLE W/ 2" CORPORATION STOP	1.0	EA	\$1,182.39	\$1,182.39	\$825.00	\$825.00	\$680.00	\$680.00	\$424.00	\$424.00
D.	1.19 2" CURB STOP	1.0	EA	\$576.99	\$576.99	\$660.00	\$660.00	\$600.00	\$600.00	\$840.00	\$840.00
D.	1.20 1" CORPORATION STOP	2.0	EA	\$482.90	\$965.80	\$390.00	\$780.00	\$240.00	\$480.00	\$324.00	\$648.00
D.	1.21 1" CURB STOP	2.0	EA	\$257.43	\$514.86	\$315.00	\$630.00	\$290.00	\$580.00	\$372.00	\$744.00
D.	1.22 VALVE BOX	4.0	EA	\$225.47	\$901.88	\$180.00	\$720.00	\$200.00	\$800.00	\$496.00	\$1,984.00
D.	1.23 SERVICE VALVE BOX	3.0	EA	\$189.96	\$569.88	\$90.00	\$270.00	\$190.00	\$570.00	\$282.00	\$846.00
D.	1.24 SERVICE CONNECTION	3.0	EA	\$289.38	\$868.14	\$255.00	\$765.00	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00
D.	1.25 20" I-BEAM BLOCK	1.0	EA	\$1,285.36	\$1,285.36	\$2,385.00	\$2,385.00	\$1,300.00	\$1,300.00	\$1,200.00	\$1,200.00
D.	1.26 10" I-BEAM BLOCK	1.0	EA	\$1,406.09	\$1,406.09	\$990.00	\$990.00	\$800.00	\$800.00	\$1,100.00	\$1,100.00
D.	1.27 THRUST BLOCK	10.0	EA	\$241.45	\$2,414.50	\$75.00	\$750.00	\$350.00	\$3,500.00	\$350.00	\$3,500.00
D.	1.28 8 MIL. V-BIO POLYWRAP	403.6	LF	\$2.72	\$1,097.79	\$1.75	\$706.30	\$1.50	\$605.40	\$3.00	\$1,210.80
D.	1.29 SAW CUT	172.0	LF	\$4.85	\$834.20	\$5.15	\$885.80	\$10.00	\$1,720.00	\$3.00	\$516.00

D.	1.30 REMOVE AND SALVAGE FIRE HYDRANT	1.0	EA	\$573.44	\$573.44	\$265.00	\$265.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
D.	1.31 REMOVE MANHOLE	2.0	EA	\$566.34	\$1,132.68	\$400.00	\$800.00	\$900.00	\$1,800.00	\$3,850.00	\$7,700.00
D.	1.32 REMOVE ASPHALT ROADWAY	419.2	SY	\$8.43	\$3,533.86	\$8.50	\$3,563.20	\$16.00	\$6,707.20	\$8.00	\$3,353.60
D.	1.33 REPLACE CONCRETE ROADWAY	419.2	SY	\$60.66	\$25,428.67	\$59.00	\$24,732.80	\$130.00	\$54,496.00	\$80.00	\$33,536.00
D.	1.34 REMOVE 30" CURB & GUTTER SECTION	15.0	LF	\$7.90	\$118.50	\$7.00	\$105.00	\$28.00	\$420.00	\$10.00	\$150.00
D.	1.35 REPLACE 30" CURB & GUTTER SECTION	15.0	LF	\$22.85	\$342.75	\$24.00	\$360.00	\$46.00	\$690.00	\$30.00	\$450.00
D.	1.36 REMOVE CONCRETE SIDEWALK	650.6	SF	\$1.31	\$852.29	\$1.30	\$845.78	\$2.50	\$1,626.50	\$1.00	\$650.60
D.	1.37 REPLACE CONCRETE SIDEWALK	650.6	SF	\$4.94	\$3,213.96	\$5.50	\$3,578.30	\$17.00	\$11,060.20	\$9.00	\$5,855.40
D.	1.38 TRAFFIC CONTROL	1.0	LS	\$1,890.76	\$1,890.76	\$2,250.00	\$2,250.00	\$11,000.00	\$11,000.00	\$8,800.00	\$8,800.00
				\$164,148.79		\$148,276.78		\$259,034.40		\$235,392.30	
				EXCEPTIONS NONE		EXCEPTIONS NONE		EXCEPTIONS NONE		EXCEPTIONS NOTED	
				COMPLETION 9/30/2016		COMPLETION 12/31/2016		COMPLETION 9/30/2016		COMPLETION 12/15/2016	



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
Water Main Project 2015-W-1 Pine St at UPRR	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 5/27/2016	FILE: 2015W1

RESOLUTION 2016-130

WHEARAS, the City of Grand Island invited sealed bids for construction of Water Main Project 2015-W-1 at the Pine Street Crossing of the Union Pacific Railroad, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on June 2, 2016, bids were received, opened and reviewed; and

WHEREAS, Van Kirk Bros. Contracting of Sutton, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$148,276.78; and

WHEREAS, the bid of Van Kirk Bros. Contracting is less than the estimate for the construction of Water Main Project 2015-W-1 – Pine Street Crossing at the Union Pacific Railroad.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Kirk Bros. Contracting of Sutton, Nebraska, in the amount of \$148,276.78, for the construction of Water Main Project 2015-W-1 – Pine Street Crossing at the Union Pacific Railroad, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-8

**#2016-131 - Approving Bid Award - Water Main Project 2016-W-3
- 13th & Beal Streets**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: June 14, 2016

Subject: Water Main Project 2016-W-3 at 13th & Beal Streets

Presenter(s): Timothy Luchsinger, Utilities Director

Background

In 1950, sanitary sewer mains and water mains were constructed in the Northeast area of the City. The installation of the two systems was done in accordance with acceptable standards of that time.

It has recently been discovered that the piping network in the 13th and Beal Streets intersection does not meet current standards for clearances and safe operation. Water Main Project 2016-W-3 will resolve the previously unknown conflict and conform to modern construction practices. A site sketch of the work area is attached for reference.

Discussion

Bidding documents were advertised in accordance with City Procurement Codes. Seven plan service firms, eleven construction companies and one supplier were notified of the project. Four bids were received and publicly opened at 2:00 p.m. on June 2, 2016.

The bids have been reviewed and evaluated, and are without error. Myers Construction did have an exception that dewatering would not be included in the bid price. The exception does not affect the bid outcome. Tabulated below is the Evaluated Bid Price from each of the bidders and completion dates:

Bidder	Bid Security	Exceptions	Evaluated Bid Price	Completion Date
Diamond Engineering Co. Grand Island, NE	Universal Surety Co.	None	\$23,348.57	7/31/2016
Van Kirk Bros Construction Co Sutton, NE	Universal Surety Co.	None	\$25,215.10	11/15/2016
General Excavating Lincoln, NE	Universal Surety Co.	None	\$62,892.30	8/31/2016
Myers Construction, Inc. Broken Bow, NE	Merchants Bonding Co.	Noted	\$50,484.30	7/15/2016

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid of The Diamond Engineering Company of Grand Island, Nebraska for Water Main Project 2016-W-3, in the amount of \$23,348.57.

Sample Motion

Move to approve the bid for Water Main Project 2016-W-3 to The Diamond Engineering Company, of Grand Island, Nebraska, in the amount of \$23,348.57.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 2, 2016 at 2:00 p.m.
FOR: Water Main Project 2016-W-3, 13th Street and Beal Street
DEPARTMENT: Utilities
ESTIMATE: \$30,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: May 16, 2016
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>Myers Construction, Inc.</u> Broken Bow, NE	<u>General Excavating</u> Lincoln, NE
Bid Security:	Merchants Bonding Co.	Universal Surety Co.
Exceptions:	Noted	None
Bid Price:	\$50,484.30	\$62,892.30
Completion Date:	July 15, 2016	August 31, 2016
Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Van Kirk Bros. Contracting</u> Sutton, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$23,348.57	\$25,215.10
Completion Date:	July 31, 2016	November 15, 2016 or before

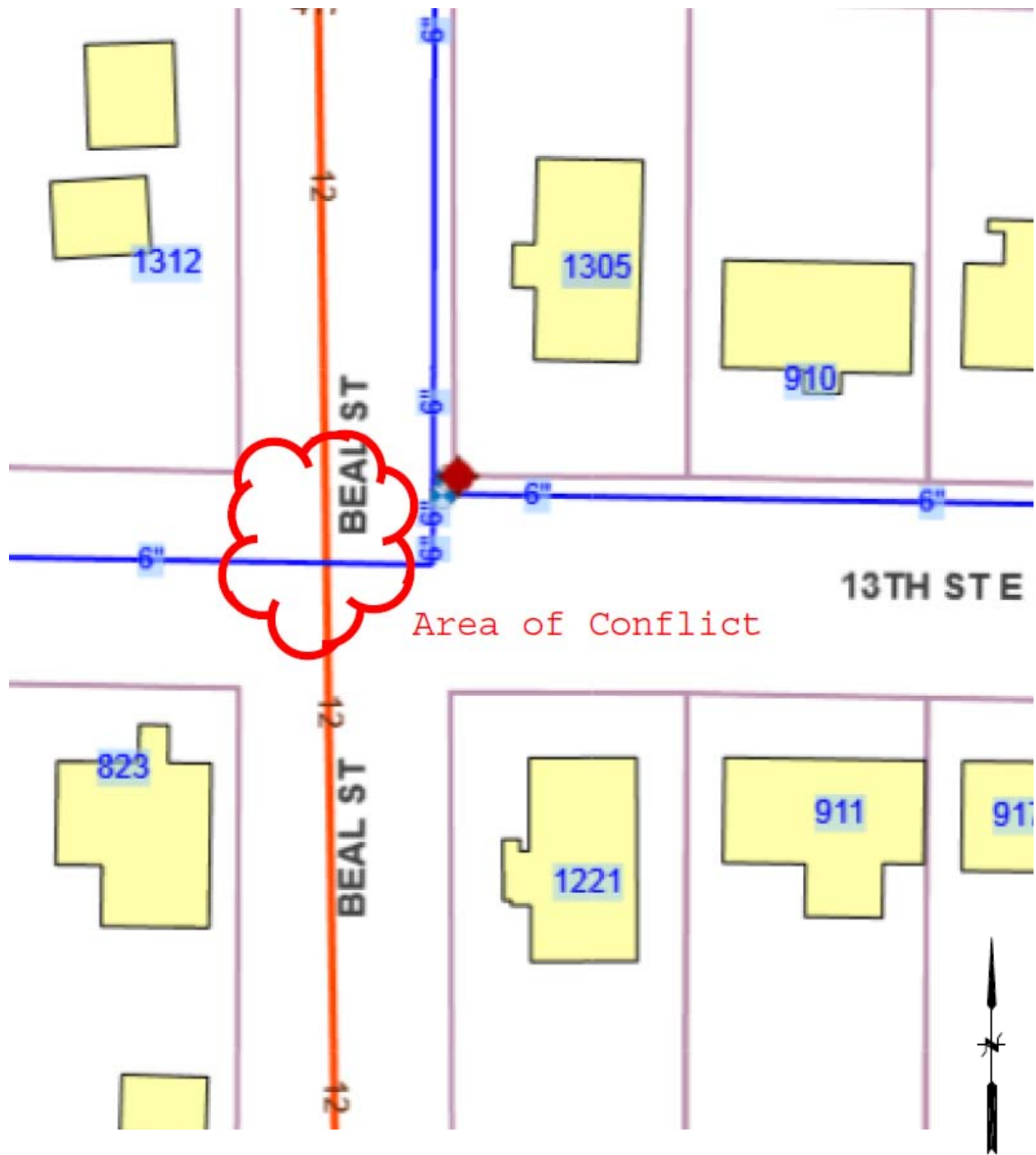
cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Christy Leshner, Utilities Dept.

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Tom Barnes, Utilities Eng. Mgr.
Jamie Royer, Utilities Dept.

P1884

13TH AND BEAL

Item	Description	Estimated Quantity	Unit	Diamond Engineering Grand Island, NE		Van Kirk Bros Contracting Sutton, NE		General Excavating Lincoln, NE		Myers Construction Broken Bow, NE	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D. 1.01	6" S.J. D.I. PIPE	32.2	LF	\$91.24	\$2,937.93	\$75.00	\$2,415.00	\$650.00	\$20,930.00	\$74.00	\$2,382.80
D. 1.02	6"x45° M.J. BEND	4.0	EA	\$367.25	\$1,469.00	\$280.00	\$1,120.00	\$460.00	\$1,840.00	\$600.00	\$2,400.00
D. 1.03	6" RETAINER GLAND	8.0	EA	\$86.46	\$691.68	\$80.00	\$640.00	\$85.00	\$680.00	\$48.00	\$384.00
D. 1.04	THRUST BLOCK	4.0	EA	\$289.54	\$1,158.16	\$100.00	\$400.00	\$630.00	\$2,520.00	\$380.00	\$1,520.00
D. 1.05	BELL RESTRAINT BLOCK	2.0	EA	\$621.31	\$1,242.62	\$125.00	\$250.00	\$650.00	\$1,300.00	\$2,240.00	\$4,480.00
D. 1.06	8 MIL. POLYWRAP	32.2	LF	\$2.25	\$72.45	\$3.00	\$96.60	\$6.50	\$209.30	\$10.00	\$322.00
D. 1.07	12" C900 PVC PIPE	20.0	EA	\$80.14	\$1,602.80	\$90.00	\$1,800.00	\$175.00	\$3,500.00	\$80.00	\$1,600.00
D. 1.08	12" FERNCO COUPLING	2.0	EA	\$124.52	\$249.04	\$210.00	\$420.00	\$450.00	\$900.00	\$580.00	\$1,160.00
D. 1.09	CONCRETE JOINT ENCASEMENT PER STD PLAN 133	2.0	EA	\$397.84	\$795.68	\$175.00	\$350.00	\$590.00	\$1,180.00	\$1,700.00	\$3,400.00
D. 1.10	REMOVE AND DISPOSE OF EXISTING MANHOLE	1.0	EA	\$652.01	\$652.01	\$500.00	\$500.00	\$835.00	\$835.00	\$11,000.00	\$11,000.00
D. 1.11	REMOVE CONCRETE ROADWAY	138.5	SY	\$15.25	\$2,112.13	\$15.00	\$2,077.50	\$18.00	\$2,493.00	\$18.00	\$2,493.00
D. 1.12	REPLACE CONCRETE ROADWAY	138.5	SY	\$66.46	\$9,204.71	\$96.00	\$13,296.00	\$130.00	\$18,005.00	\$105.00	\$14,542.50
D. 1.13	TRAFFIC CONTROL	1.0	LS	\$1,160.36	\$1,160.36	\$1,850.00	\$1,850.00	\$8,500.00	\$8,500.00	\$4,800.00	\$4,800.00
					\$23,348.57		\$25,215.10		\$62,892.30		\$50,484.30
	COMPLETION			7/31/2016		11/15/2016		8/31/2016		7/15/2016	
	EXCEPTIONS			NONE		NONE		NONE		NOTED: DEWATERING	



Utilities Department
Water Main Project 2016-W-3

RESOLUTION 2016-131

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main Project 2015-W-3 at 13th Street and Beal Street, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on June 2, 2016, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company, of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$23,348.57; and

WHEREAS, the bid of The Diamond Engineering Company is less than the estimate for the construction of Water Main Project 2016-W-3 – 13th Street and Beal Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company, in the amount of \$23,348.57, for the construction of Water Main Project 2016-W-3 – 13th Street and Beal Street, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-9

#2016-132 - Approving Sale of Residual Fuel Oil

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: June 14, 2016

Subject: Sale of Residual (No. 6) Fuel Oil

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The City's electric generating facilities include the Platte Generating Station and the Burdick Station. Platte is a coal-fueled steam turbine generator rated at 100 megawatts. It is the City's base-loaded generating facility, operating over 8,000 hours per year. The generating capacity at the Burdick Station consists of three steam turbine generators (92 megawatts total) and three combustion turbine generators (81 megawatts total). These units use natural gas as their primary fuel and because of their fuel cost being higher than coal, they are used as peaking units during high load demand periods, about 400 to 500 hours per year. Additionally, because of their quick start characteristics (less than 15 minutes), the combustion turbines are used instead of the steam turbine units, which were originally designed as base load units in the 1950's and 1960's.

As a contingency for times when the natural gas supply could be interrupted, both types of units at Burdick can use fuel oil as a backup fuel source. The combustion turbines utilize distillate (No. 2) fuel oil, which is a byproduct of the oil refining process. No. 6 fuel oil is usually less expensive than No. 2 fuel oil, but requires heating for handling and combustion and is better suited for base-load units.

With the addition of 33 megawatts of coal-fueled generation from the City's participation in the Nebraska City Unit 2 and an additional 15 megawatts in the Whelan 2 project at Hastings, the mission of the older steam units at Burdick will be more of a standby role for disruptions of electric system operations.

As a result, the need for the inventory of the No. 6 fuel oil is minimized. The use of the No. 6 oil requires a steam unit to be fired on natural gas for two to three days to heat the oil for use, which is not timely in an emergency.

Last year the Utilities Department contracted to sell the No. 6 fuel oil, but pumping issues occurred when the fuel oil fell below the heaters and only 288,000 gallons were sold. Burdick Station currently has about 384,000 gallons of No. 6 fuel oil left in storage. As a means of funding for expanding the No. 2 fuel oil inventory for use in the combustion

turbines as a contingency fuel source, bids for the sale of 384,000 gallons of No. 6 fuel oil were solicited by plant staff.

Discussion

Specifications for the Sale of Residual (No. 6) Fuel Oil was advertised and issued for bid in accordance with the City Purchasing Code. One bid was received:

Bidder	Bid Price	Total Estimated Bid
Altiras Fuels	\$0.05 per gallon	\$19,200.00

The bid was reviewed by plant engineering staff and is compliant with the specifications.

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 sale of residual fuel oil (No. 6) to Altiras Fuels of Houston, Texas in the amount of \$0.0125 per net pound (\$0.05 per gallon).

Sample Motion

Move to approve the sale of No. 6 fuel oil to Altiras Fuels in the amount of \$0.05 per gallon.

RESOLUTION 2016-132

WHEREAS, the City of Grand Island invited sealed bids for the Sale of Residual (No. 6) Fuel Oil, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 25, 2016, a single bid was received, opened and reviewed; and

WHEREAS, Altiras Fuels of Houston, Texas, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$0.0125 per net pound (\$0.05 per gallon).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Altiras Fuels, in the amount of \$0.0125 per new pound (\$0.05 per gallon), for the sale of Residual (No. 6) Fuel Oil, is hereby approved as the high responsive bidder.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 10, 2016	▣ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-10

**#2016-133 - Approving Pipeline Crossing Agreement - Pine Street
at the Union Pacific Railroad Tracks - Water Main Project 20015-
W-1**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: June 14, 2016

Subject: Pipeline Crossing Agreement with the Union Pacific Railroad for Water Main Project 2015-W-1 at the Pine Street Crossing

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Over the past several years, the Utilities Department has carried out a program to replace the water mains that go under Railroad tracks throughout the town and tie the water distribution system together.

A sketch of the crossing area is attached for reference.

Discussion

In order to proceed with this project, a crossing agreement with the Union Pacific Railroad will be required. The Union Pacific has a number of requirements regarding utility pipeline crossing their right-of-way, and the Department has submitted application for the construction of the new crossing for the railroad's review. Attached is a copy of their proposed agreement for the project. The Crossing at Union Pacific Mile Post 146.75, Kearney Subdivision/Branch, includes a one-time fee of \$5,400.00.

Alternatives

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

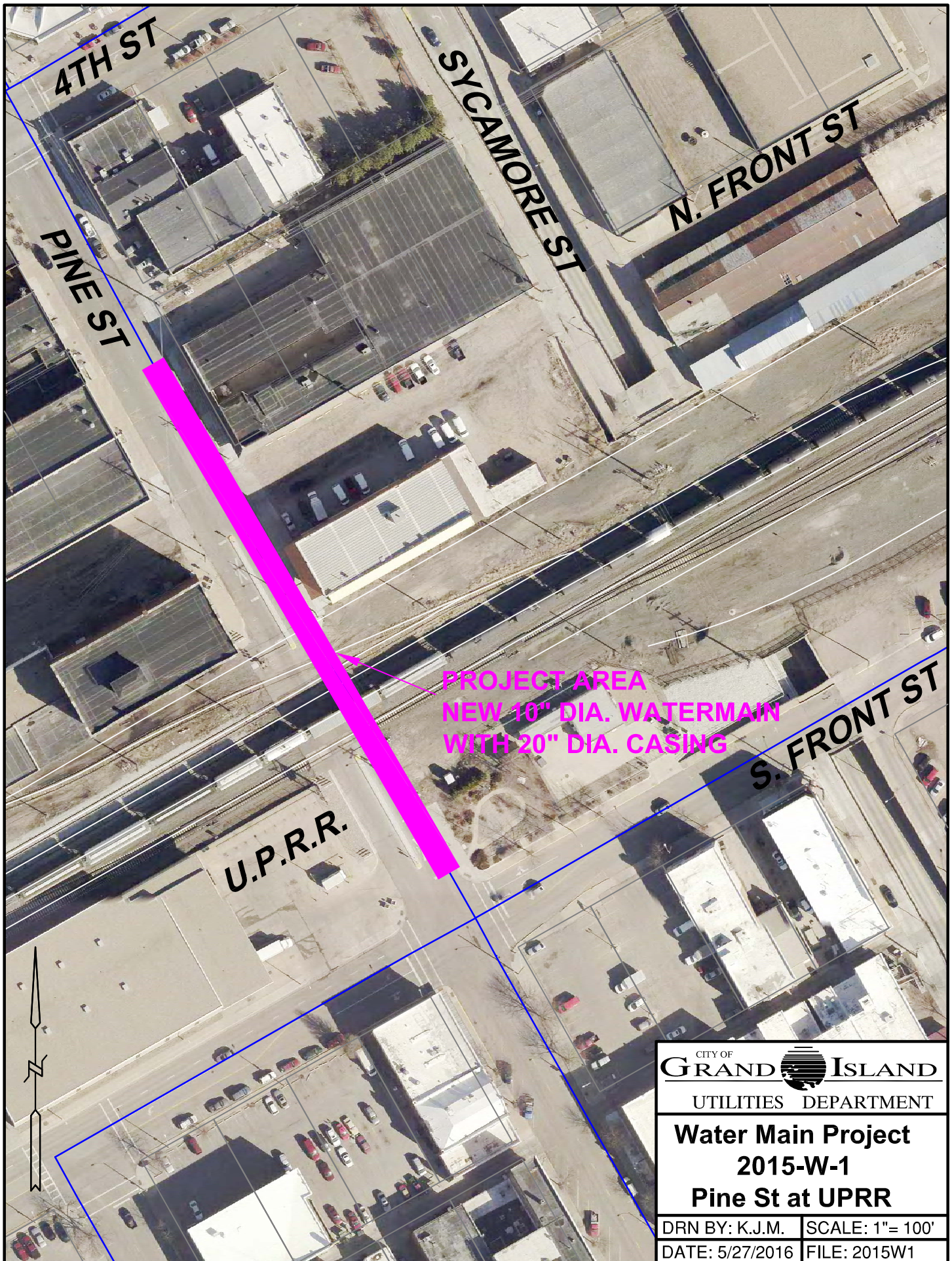
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

It is recommended that Council authorize the execution of the Pipeline Crossing Agreement with the Union Pacific Railroad for Water Main Project 2015-W-1, and approve the one-time fee of \$5,400.00.

Sample Motion

Move to authorize the execution of the Pipeline Crossing Agreement with the Union Pacific Railroad for Water Main Project 2015-W-1.



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
Water Main Project 2015-W-1 Pine St at UPRR	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 5/27/2016	FILE: 2015W1

PIPELINE CROSSING AGREEMENT

Mile Post: 146.75, Kearney Subdivision/Branch
Location: Grand Island, Hall County, Nebraska

THIS AGREEMENT (“Agreement”) is made and entered into as of December 30, 1899, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF GRAND ISLAND, NEBRASKA**, a Nebraska municipal corporation to be addressed at Po Box 1968, 100 E First Street Grand Island, Nebraska 68802 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 10 inch ductile iron carrier encased within a 20 inch steel casing pipeline for transporting and conveying potable water only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated March 15, 2016 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying potable water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Five Thousand Four Hundred Dollars (\$5,400.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF GRAND ISLAND, NEBRASKA

By: _____

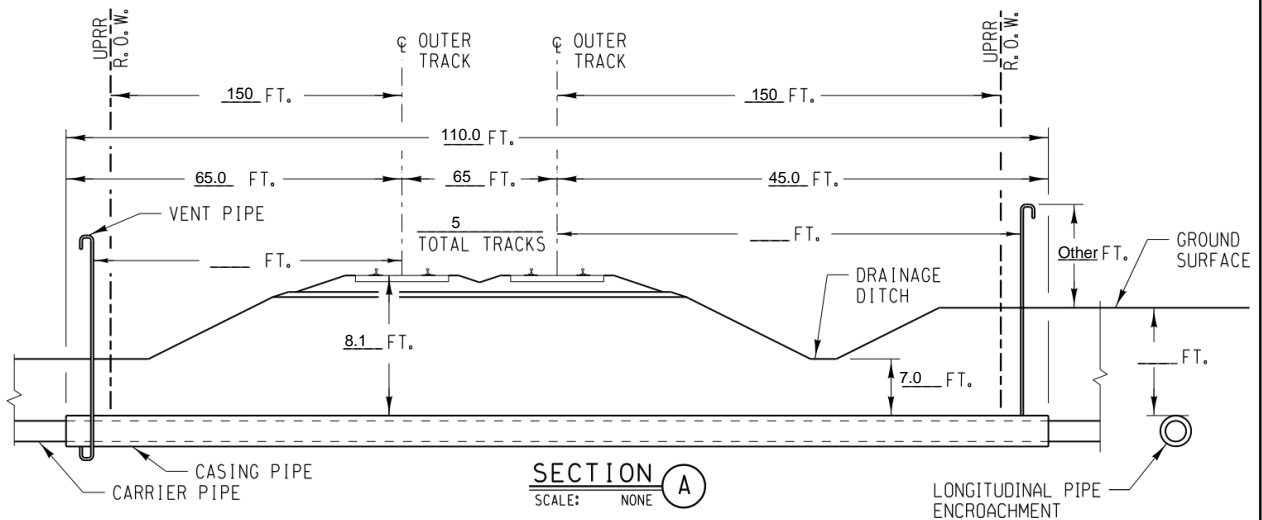
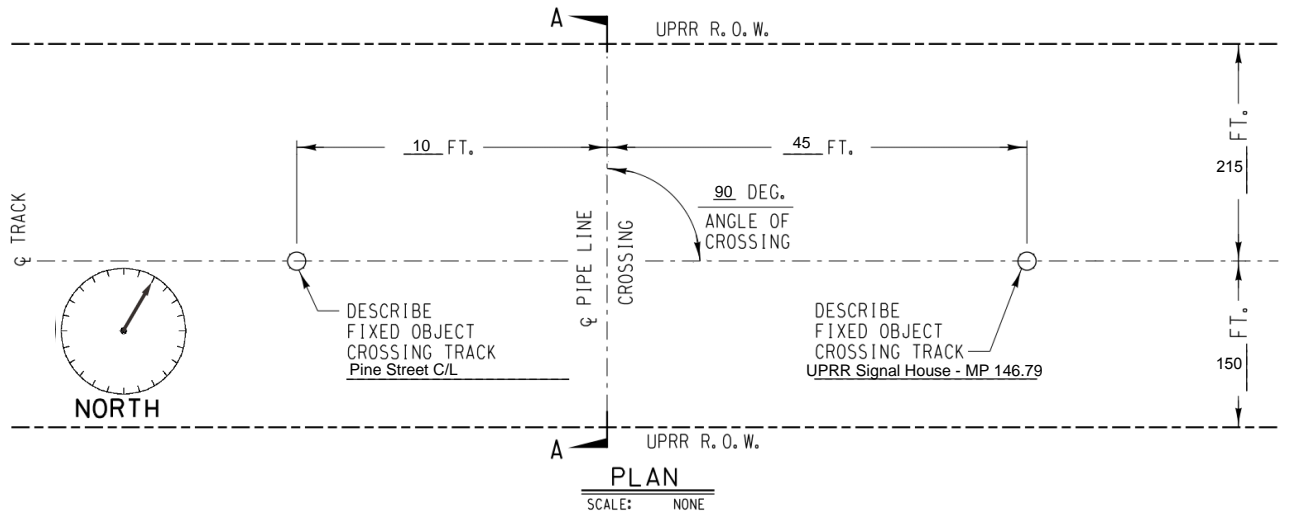
By: _____

Title: _____

Name Printed: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



- NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION Bored and Jacked
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
C) SIGNS PROVIDED? At minimum signs will be provided as stated above
D) CARRIER MATERIAL Ductile Iron Pipe. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED potable water.
OPERATIONAL PRESSURE 80.0 PSI. MAOP 80.0 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.26. DIAMETER 10.0 IN.
CATHODIC/COATING PROTECTION Yes
E) CASING MATERIAL Steel Pipe. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 110.0 FT.
WALL THICKNESS 0.38 IN. DIAMETER 20.0 IN.
CATHODIC/COATING PROTECTION Yes
CASING PIPE IS Open AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 65.0 AND 45.0.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Kearney Sub.

TRACK TYPE: Mainline Track

M.P.: 146.75

LAT.: 40.927213289261

E.S.M.: 8232+09.5 ±

LONG.: -98.34092974662

NEAREST CITY: GRAND ISLAND

COUNTY: Hall

STATE: NE

APPLICANT: CITY OF GRAND ISLAND, NEBRASKA

FILE NO.: 0298104

DATE: 03/15/2016

Sarah J. Brower
Real Estate – Asst. Mgr

Name Printed: _____

Title: _____

Pipeline Crossing 07/20/08
Form Approved, AVP Law

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right,

if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

PATRICK J. O'BRIEN
MGR SIGNAL MNTCE
601 East South Front St
Grand Island, NE 68801
Work Phone: 308/8 389-2244
Fax: 402 501-1606
Cell Phone: 308 440-6653

ANTHONY L. TROTTA
MGR TRACK MNTCE
2511 12TH ST
COLUMBUS, NE 68601
Work Phone: 402/8 501-3817
Cell Phone: 575 551-1701

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as,

but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by

Licensors own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensors if it determines that any of Licensors safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensors of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensors, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensors, Licensee shall deliver to Licensors a copy of its safety plan for conducting the work (the "Safety Plan"). Licensors shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensors in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensors in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensors' property, as the Licensors may designate, whenever, in the furtherance of its needs and requirements, the Licensors, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensors in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensors shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensors and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A**

CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the

Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

RESOLUTION 2016-133

WHEREAS, the construction of Water Main Project 2015-W-1 will require a crossing under the Union Pacific Railroad crossing at Pine Street; and

WHEREAS, the Union Pacific Railroad requires a Pipeline Crossing Agreement to be entered in to for persons crossing its property for such purposes with a one-time fee payment of \$5,400.00 for the crossing under the line at Pine Street; and

WHEREAS, the City Attorney's office has reviewed the proposed Pipeline Crossing Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Pipeline Crossing Agreement, by and between the City and the Union Pacific Railroad Railroad Company, for the construction and maintenance of Water Main Project 2015-W-1 at the Pine Street Crossing, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-11

#2016-134 - Approving 2016 GIPD & HCSO JAG (Justice Assistance Grant) Application and Funding

Staff Contact: Steve Lamken - Police Chief

Council Agenda Memo

From: Chief Steven Lamken, Police Department

Meeting: June 14, 2016

Subject: Edward Byrne Memorial Justice Assistance Grant (JAG) 2016

Presenter(s): Steve Lamken, Chief of Police

Background

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice under the JAG offering in 2016. The total award for Grand Island-Hall County is in the amount of \$22,434.00. The monies may be spent over a four year period. The Grand Island Police Department will serve as the fiscal agency on this grant.

The Hall County Sheriff's Department is a disparate agency and will receive twenty five percent of the award totals. The grant will be shared; \$5,608.50 to Hall County and \$16,825.50 to the City of Grand Island.

The Department of Justice requires that recipient agencies identify how the funds will be used. The Police Department will use the funds to support our mobile video and computing systems in our patrol fleet as we have done for several years.

Discussion

There is a requirement that the applicant agency (Grand Island Police Department) make the grant application available for review by the governing body not less than 30 days before application. The application deadline is June 30, 2016.

There is a federal mandate that requires a public hearing regarding the application process and disbursement of the JAG funds. This hearing serves as the federal mandate.

The grant requires an MOU between the applicant (Grand Island) and any disparate agencies (Hall County). By definition, Hall County is a disparate agency eligible for funds.

Alternatives

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

1. Approve the application and suggested disbursement of JAG funds and the MOU.
2. Reject the application and use of JAG funds

Recommendation

City Administration recommends that the Council approve the application and suggested disbursement as presented and the MOU.

Sample Motion

Move to approve the application and suggested disbursement of Justice Assistance Grant funding and the MOU between the City of Grand Island and Hall County.

Edward Byrne Memorial Justice Assistance Grant Program
Application #2016-H3189-NE-DJ
CFDA Number: 16.738

THE STATE OF NEBRASKA

COUNTY OF HALL

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA
AND COUNTY OF HALL, NEBRASKA

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 14th day of June, 2016, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

WHEREAS, the City and County may apply for a direct award from the Justice Assistance Grant Program in the amount of \$22,434.00 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

WHEREAS, each governing body, in performing governmental functions or in paying the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or function under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY 25% of the award, \$5,608.50 from the \$22,434.00 JAG award: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of 25% (\$5,608.50) of the 2015 JAG funds (\$22,434.00)

CFDA NUMBER: 16.738

Section 2.

COUNTY agrees to use the \$5,608.50 of the 2015 JAG funds by 9-30-2020.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA COUNTY OF HALL, NEBRASKA

Mayor date:

Board Chairperson date:

ATTEST:

City Clerk date:

County Clerk date:

RESOLUTION 2016-134

WHEREAS, the Grand Island Police Department has received notification that they are eligible to apply for \$22,434.00 in grant funds under the 2016 Byrne Justice Assistance (JAG) Program and the Hall County Sheriff's Department has been named as a disparate agency; and

WHEREAS the Grand Island Police Department as the applicant will act as the fiscal agent; and

WHEREAS, the Grand Island Police Department will be allocated \$16,825.50 of the grant funds; and

WHEREAS the Hall County Sheriff's Department will be allocated \$5,608.50 of the grant funds; and

WHEREAS, a public hearing was held on June 14, 2016, as required to discuss the proposed use of such funds; and

WHEREAS, a memorandum of understanding between the City of Grand Island and Hall County is required as part of the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is hereby granted to enter into a memorandum of understanding (MOU) with Hall County for the application of 2016 Justice Assistance Grant (JAG) funding.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-12

**#2016-135 - Approving the Continuation of the Three (3) Year
VOCA Grant #2015-VA-0224 for the Police Department**

Staff Contact: Steve Lamken - Police Chief

Council Agenda Memo

From: Police Department

Meeting: June 14, 2016

Subject: Continuation of the 2015 VOCA Grant #2015-VA-0224

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department received a Victims Of Crime Act, VOCA, Federal grant in 2015 which is good for fiscal years 2016, 2017, and 2018. The VOCA grant funds support the Police Department Victim/Witness Unit. The VOCA grant requires a 20% match from the City. The grant application requires a yearly grant continuation which must be submitted by June 20, 2016.

The Police Department was awarded a three year VOCA grant requesting \$118,093 in 2015/2016, \$134,035 in 2016/2017, and \$134,714 in 2017/2018. The grant funding requires the City to pay employee costs of \$14,408 in 2015/2016, \$19,438 in 2016/2017 and \$20,117 in 2017/2018. The grant request provided for the hiring of a Victim Advocate for the Unit.

This action is to obtain Council approval for the continuation of the awarded grant.

Discussion

Historically the Police Department Unit has had one position, a Victim/Witness Coordinator who provides victim/witness services. The previous grant applications were based upon the limited funding available for VOCA grants. The Nebraska Crime Commission acknowledged that the workload of the Department Victim/Witness Unit was large and a second position was justified.

The Police Department submitted a three year grant application in July 2015 that would add an additional position, a Victim Advocate, to the Victim/Witness Unit. As stated earlier, 20% of the employee salary and benefits must be paid by the City. The remaining match for the grant will be in-kind with office space, equipment, administration and clerical support.

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 continuation of the three year Victims Of Crime Act grant #2015-VA0224 awarded to the Police Department by the U.S. Department of Justice.

Sample Motion

Move to approve the continuation of the 2015-2018 Victims Of Crime Act grant from the U.S. Department of Justice to fund the Victim/Witness Unit.

RESOLUTION 2016-135

WHEREAS, the U. S. Department of Justice has significantly increased funding for Victims Of Crime Act, VOCA, grants and instituted a three year grant award process; and

WHEREAS, the Grand Island Police Department has a Victim/Witness Unit that serves as a valuable resource to victims of crime in our community; and

WHEREAS, the Police Department has received VOCA grant funding in past years to support the Victim/Witness Unit; and

WHEREAS, the VOCA grant application must be submitted to the Nebraska Crime Commission in July; and

WHEREAS, the Police Department must have Council approval to submit a Continuation of the previous approved VOCA grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Continuation of the Police Department 2015 – 2018, three year Victims of Crime Act grant application to the U.S. Department of Justice to fund the Victim/Witness Unit.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 10, 2016	▣ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-13

#2016-136 - Approving Acceptance of Grant for Fire Training Simulator

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt

Meeting: June 14, 2016

Subject: Acceptance of Grant for Fire Training Simulator

Presenter(s): Fire Chief Cory Schmidt

Background

The Grand Island Fire Department (GIFD) and other departments in our mutual aid association struggle to find live fire training opportunities. When Fire Station #1 was built in 2007, GIFD looked into relocating the training tower from its previous fire station location at 302 South Pine to the new station location. The move was determined to be cost prohibitive by administration and the tower was demolished. Since that time, GIFD has been without a training tower.

Discussion

GIFD applied for a regional grant through the Assistance to Firefighters Grant (AFG) program to help purchase a fire training simulator. The AFG program was created to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments. GIFD was notified on May 20, 2016 that their regional grant request was approved. GIFD will be awarded up to \$533,364 towards the purchase of a fire training simulator. The City of Grand Island is required to provide a 10 percent match of the grant funds (\$53,336 maximum). The fire training simulator will be utilized by several agencies in our mutual aid association as well as the State Fire Marshal Training Division. The conditions of usage were outlined in a MOU approved by Council at an earlier meeting on April 26, 2016.

Specific cost of the fire training simulator will be brought to Council for purchase approval in the future. There will be additional costs for ground preparation such as leveling, fencing, concrete, etc. that will be outside the scope of the grant and will be the City's responsibility. It is anticipated to place the fire training simulator south of Fire Station #1 at 409 E. Fonner Park Road.

GIFD struggles to provide adequate training to its department members. In the past, live fire training has taken place in acquired structures donated by their owners. By accepting this grant, GIFD and its mutual aid partners will have access to better, safer, and more consistent training.

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 acceptance of the grant from the AFG program for the future purchase of a fire training simulator.

Sample Motion

Move to approve the acceptance of the grant from the AFG program for the purchase of a fire training simulator.

RESOLUTION 2016-136

WHEREAS, the Grand Island Fire Department and other area departments struggle to find adequate live fire training opportunities; and

WHEREAS, the Assistance to Firefighter Grant (AFG) program offers federal assistance to promote the safety of first responders; and

WHEREAS, GIFD applied for and was awarded a grant up to \$533,364 towards the purchase of a fire training simulator.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the acceptance of the grant from the AFG program for the purchase of a fire training simulator.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 10, 2016	▣ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-14

#2016-137 - Approving Interlocal Agreement with the Grand Island Public Schools for Improvements to Adams Street

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: June 14, 2016

Subject: Interlocal Agreement for Improvement to Adams Street

Presenter(s): Jerry Janulewicz, City Attorney

Background

Hall County School District 2 a/k/a Grand Island Public Schools (“GIPS”) is constructing a new Starr Elementary School and additions to Barr Middle School. Upon completion of the construction projects, it is anticipated that increased pedestrian and motor vehicle traffic will be present on and near Adams Street at that street’s location between Barr Middle School and the new Starr Elementary School. GIPS has offered to equally share with the City of Grand Island the cost of improvements to Adams Street in the area of the newly constructed Starr Elementary School and Barr Middle School so as to improve and promote traffic and pedestrian safety.

Discussion

Under the terms of the proposed agreement the City and GIPS would equally share the Adams Street project costs.

Alternatives

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

1. Approve the resolution thereby approving the Interlocal Agreement.
2. Disapprove or /Deny the resolution.
3. Table the issue.

Recommendation

City Administration recommends that the Council approve the resolution approving the Interlocal Agreement with GIPS for sharing costs of the Adams Street Project.

Sample Motion

Move to approve the Resolution approving the Interlocal Agreement with Hall County School District 2 for sharing costs of the Adams Street Project.

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF GRAND ISLAND,
NEBRASKA AND HALL COUNTY SCHOOL DISTRICT 2, A/K/A GRAND ISLAND
PUBLIC SCHOOLS FOR IMPROVEMENTS TO ADAMS STREET**

WHEREAS, under the provisions of the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., local political subdivisions may contract with one another for the performance of any governmental service, activity or undertaking that at least one of the contracting public agencies is authorized by law to perform; and

WHEREAS, the City of Grand Island, Nebraska (the “City”) and Hall County School District 2 a/k/a Grand Island Public Schools (“GIPS”) desire to enter into such a contractual agreement for the City and GIPS to share equally in the cost of improvements to Adams Street at that street’s location between Barr Middle School and the new Starr Elementary School in Grand Island, Nebraska.

NOW THEREFORE, the City and GIPS (the “parties”) agree as follows:

1. General Purpose. Subject to the preparation of design documents, and the parties’ approval of the same, setting forth in detail the requirements for improvements to Adams Street (the “Project”), the parties anticipate that the Project shall consist of changes to Adams Street to accommodate the presence of increased traffic and pedestrians that will likely result with the completion of the new Starr Elementary School and additions to Barr Middle School.
2. Term. This Agreement shall commence upon execution by the last signing party. The parties anticipate that the Project will be completed by September 1, 2017, unless the work is delayed by conditions or circumstances that were not contemplated upon approval of this Agreement by the governing bodies of the City and GIPS.
3. Cost of the Work. For purposes of this Agreement the Cost of the Work shall be the total cost to the City to design and construct all elements of the Project.
4. Financing. The City will invoice GIPS on a monthly basis for one-half (1/2) of the cost incurred by the City for that particular month for the design and/or construction of the Project. GIPS will pay the invoice, in full, within forty-five (45) days of receipt, such that at the completion of the Project GIPS will have reimbursed the City for one-half (1/2) the Cost of the Work. However, GIPS reserves the right to not pay for

one-half (1/2) the Cost of the Work resulting from change orders, and if the City receives requests for change orders the City shall promptly notify GIPS to allow it an opportunity to evaluate the requested change order and provide input about the choice of options.

5. Responsibilities of the City. The City shall be responsible for the design, means, methods, techniques, sequences or procedures for completing the Project, regardless of whether the City completes this work in-house or contracts with third-parties. Said responsibilities include, but are not limited to: all usual and customary design phase services, including estimates of the Cost of the Work; all usual and customary geotechnical testing; the preparation of construction documents and specifications; evaluations of the progress and quality of the work; determining if the Project, when completed, is in accordance with the contract documents; making and executing contracts with contractors, and making payments to the contractors in accordance with the Nebraska Construction Prompt Pay Act, Neb. Rev. Stat. § 45-1201 et seq. The City shall keep GIPS reasonably informed of known deviations, defects or deficiencies in the work, or changes in the work that require changes in the Cost of the Work or extensions of the construction timeline. All responsibilities of the City shall be completed in a workmanlike and timely manner.
6. City to Provide Documents. The City shall provide in a timely manner to GIPS, either in tangible or electronic format, the following:
 - a. Construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project;
 - b. All Requests for Proposals and bids from contractors;
 - c. Any updates on the estimated Cost of the Work including change orders;
 - d. Any reports concerning evaluations of the Project including any known deviations from the construction documents, or the construction schedule, or defects and deficiencies observed in the Project;
 - e. All invoices from contractors;
 - f. All certificates of payment to contractors;
 - g. All reports concerning the date or dates of substantial completion of the Project, and the date of final completion; and

- h. All notices or documents regarding claims or causes of action, whether in contract, tort or otherwise, arising out of or related to the Project.
7. Responsibility of GIPS. GIPS shall be responsible for constructing its driveways from Barr Middle School and the new Starr Elementary School to Adams Street; constructing sidewalks on its property to access any proposed crosswalks on Adams Street; and to provide to the City any additional rights-of-way as may be needed by the City to complete the Project. All responsibilities of GIPS shall be completed in a workmanlike and timely manner.
 8. Ownership of the Project. At all times relevant under this Agreement, the City shall maintain ownership and control of Adams Street and any improvements thereto.
 9. Indemnification. The City shall indemnify, defend and hold harmless GIPS, and its Board of Education, officers, agents and employees from any claim, lawsuit or cause of action arising out of the City's performance of its responsibilities under this Agreement. GIPS shall indemnify, defend and hold harmless the City, its Mayor and City Council and its officers, agents and employees from any claim, lawsuit or cause of action arising out of GIPS' performance of its responsibilities under this Agreement.
 10. Amendment. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
 11. Assignment. Neither party may assign its rights under this Agreement without the express prior written consent of the other party.
 12. Captions. Captions used in this Agreement are for convenience and not to be used in the construction of this Agreement.
 13. Waiver. Failure or delay by any party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or

power. In addition, any act by either party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon the party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

14. Notice. In further consideration of the mutual covenants contained herein, the parties hereto expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following designated officers shall be the authorized representatives of the parties:

- a. For City: City of Grand Island, Attn: Mayor, P.O. Box 1968, Grand Island, NE 68802.
- b. For GIPS: Grand Island Public Schools, Attn: Executive Director of Business, P.O. Box 4904, Grand Island, NE 68802.

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed and dated receipt shall be obtained, or by United States mail, registered or certified, return receipt requested.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
16. Nondiscrimination. The parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101 et seq., they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant. None of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
17. No Third Party Rights. There are no third-party beneficiaries to this Agreement, and no third-party shall have any direct or indirect cause of action or claim in connection with this Agreement.
18. Independent Contractors. This Agreement shall not be construed as creating or establishing a partnership, a relationship of employment, agency, joint venture, joint public agency or any other form of legal association. The individual responsibilities

of each party under this Agreement shall be undertaken as independent contractors and not as employees of another party. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

19. Acquisition, Ownership and Disposal of Personal Property. All personal property acquired and used in furtherance of the Project shall be owned by the party which pays for said personal property or fixture. In the event the Project is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property.
20. Separate Entity. No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the Director of Public Works for the City and the Executive Director of Business for GIPS.
21. Termination. Either party may terminate this Agreement upon written notice of such termination to the other party in the event that the other party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party.
22. Choice of Laws. This Agreement shall be construed in accordance with the laws of the State of Nebraska.
23. Entire Agreement. This Agreement constitutes the entire agreement between the City and GIPS relating to the Project that is the subject of this Agreement. This Agreement may be amended only in writing, duly approved, adopted and executed by the respective governing bodies of each party.
24. Execution. This Agreement of the parties hereto is expressed by the approval in open meetings by the City Council of the City of Grand Island, Nebraska, and the Board of Education of Hall County School District 2, and the following execution by the respective authorized representatives.

[Signatures on Page Six]

City of Grand Island, Nebraska

Hall County School District 2,
a/k/a Grand Island Public
Schools

By: _____
Mayor Jeremy Jensen

By: _____
Bonnie Hinkle President, Board
of Education

Dated: _____

Dated: _____

RESOLUTION 2016-137

WHEREAS, the City of Grand Island, Nebraska (the “City”) and Hall County School District 2 a/k/a Grand Island Public Schools (“GIPS”) desire to enter into an Interlocal agreement for the City and GIPS to share equally in the cost of improvements to Adams Street at that street’s location between Barr Middle School and the new Starr Elementary School in Grand Island, Nebraska, the improvements hereafter referred to as the “Project”; and

WHEREAS, the parties anticipate that the Project shall consist of changes to Adams Street to accommodate the presence of increased traffic and pedestrians that will likely result with the completion of the new Starr Elementary School and additions to Barr Middle School.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND that the Interlocal agreement by and between the City and GIPS to share equally the Project cost should be, and hereby is, approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 10, 2016	▣ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-15

#2016-138 - Approving Agreement for Public Transit Services

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: June 14, 2016

Subject: Public Transit Service Agreement Resolution

Presenter(s): Jerry Janulewicz, City Attorney

Background

As a result of the City's status as a metropolitan statistical area, City became eligible for receipt of funds for public transit services from the United States Department of Transportation, Federal Transit Administration. Commencing July 1, 2016, public transportation trips originating or terminating within the urbanized area of the City of Grand Island must be funded utilizing urban transportation funds from the Federal Transit Administration. Prior to July 1, 2016, public transit services within the City and within Hall County were provided through Rural Public Transit funds awarded to the State of Nebraska and the County of Hall, as subgrantee of the state. Pursuant to an Interlocal Agreement entered into by and between the City and Hall County, City issued a Request for Proposals for Public Transit Services for public transit within the City and County to be provided through a unified system operated by a service provider. Senior Citizens Industries, Inc., of Grand Island, was determined by the selection committee to be the responsible offeror whose proposal was determined, in writing, by the proposal review committee to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals

Discussion

Under the terms of the proposed agreement the City would pay to Senior Citizens Industries, Inc., as compensation for the provision of public transit services, \$638,430 for the period July 1, 2016 through June 30, 2017. City will have the option of renewing the Agreement for a maximum of two years beyond June 30, 2017, in increments of two months. Compensation for this extended service would be at the following monthly rate: July 1, 2017 through June 30, 2018 - \$54,798.64 per month; July 1, 2018 through June 30, 2019 - \$56,442.60 per month. Services would be provided both in the City and County of Hall via a unified system operated by Senior Citizens Industries, Inc.

Alternatives

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

1. Approve the resolution thereby approving the agreement.
2. Disapprove or /Deny the resolution.
3. Table the issue.

Recommendation

City Administration recommends that the Council approve the resolution approving the Agreement for Public Transit Services with Senior Citizens Industries, Inc.

Sample Motion

Move to approve the Resolution approving the Agreement for Public Transit Services with Senior Citizens Industries, Inc.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
TRANSPORTATION PROVIDER SERVICES FOR PUBLIC TRANSIT**

RFP DUE DATE: May 12, 2016 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: April 8, 2016

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Senior Citizens Industries
Grand Island, NE

Holiday Express
Grand Island, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
John Adams, MPO Program Mgr.

P1878

AGREEMENT FOR PUBLIC TRANSIT SERVICES

This agreement is entered into by and among the City of Grand Island, a municipal corporation of the State of Nebraska, (hereafter called "City"), and Senior Citizens Industries, Inc. (hereafter called "Contractor") of Grand Island, Nebraska.

In consideration of the promises and agreements set forth, the City, and Contractor agree:

1. SCOPE AND DESCRIPTION OF SERVICES.

Contractor will perform in a timely fashion for the benefit of the City the following bus service as described in City's Request for Proposals for Transportation Provider Services for Public Transit (hereinafter referred to as "RFP") and Contractor's proposal submitted in response to the RFP.

Contractor shall at all times maintain buses in good mechanical condition in conformity with all applicable safety regulations, and will keep all buses in clean condition, subject to inspection by City at all times. The Contractor warrants that it now has and will continue to have during the term of this agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the operation of subject service.

Contractor will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used, and have received appropriate safety training. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance.

Contractor may be required to affix markings as specified by City to buses used in this service.

2. TERMS OF PAYMENT FOR SERVICES.

The City shall pay to Contractor, as full payment for all services to be performed by Contractor pursuant to this agreement, a compensation of \$638,430 for the period July 1, 2016 through June 30, 2017. Invoicing will be made monthly at the rate of \$53,202.50 per month. Terms are net 30 days.

City shall have the option of renewing this Agreement for a maximum of two years beyond termination date, in increments of two months. Compensation for this extended service shall be at the following monthly rate:

July 1, 2017 through June 30, 2018 - \$54,798.64 per month

July 1, 2018 through June 30, 2019 - \$56,442.60 per month.

In the event of partial services provided during a month, the compensation will be adjusted, pro rata.

3. TIME FOR COMPLETION OF SERVICES.

Term of this Agreement shall be one year, commencing on July 1, 2016, and terminating June 30, 2017. City shall have the option of renewing this Agreement for a maximum of two years beyond termination date, in increments of two months.

4. CONTRACT DOCUMENTS.

Each of the following described Contract Documents, copies of which are attached or incorporated by reference, form a part of this Agreement: City's RFP marked Exhibit A, and Contractor's proposal, marked Exhibit B. In the event of a conflict between the terms of the RFP with those set forth in Contractor's proposal, the terms of the RFP shall control.

This Agreement constitutes the entire agreement between the parties. Any proposed change in this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

5. SUB-RECIPIENT STATUS.

Notwithstanding anything contained herein or the attached exhibits to the contrary, during the term of this agreement City and Contractor shall use their best efforts and shall cooperate in making an application to the Federal Transit Administration and Nebraska Department of Roads for approval for Contractor to serve as a sub-recipient of public transit funds received by City and Hall County. If sub-recipient status is approved by a funding source, and a sub-recipient agreement is approved by Contractor and City or Hall County, the public transit funds received by Contractor as a sub-recipient shall be applied to and shall reduce, on a dollar for dollar basis, the consideration to be paid by City to Contractor set forth in Section 2, above.

6. TERMINATION.

It is expressly agreed that the obligation of the City to pay for the services provided under this contract shall be limited to the availability of funds from (1) the City's revenues and budget for its fiscal years ending on September 30, 2017 and from (2) funds that may be received from the City from the Federal Urban Mass Transportation and Rural Transportation programs to be specifically applied for the services provided under this particular contract: in the event the City determines that funds are not available from these sources to pay any remaining unpaid or parts of the contract, the obligations of City

to pay such unpaid part or parts of the contract shall be terminated and the City shall have no further obligations under the contract in respect of its public funding requirements. It is understood that as of the date of the contract there is no assurance that funds will be available to pay the full amount of the contract. It is also expressly agreed that the City shall be under no obligation of any kind whatsoever to seek to increase or augment its revenue or budget, whether through its taxing or revenue bond powers or through any powers or means whatsoever. In determining the availability of funds for payment of this contract, the manner in which the City expends or allocates its funds and revenues shall be within the sole discretion of the City; however, at such time as the contract payments may cease for lack of available funds as determined by the City, the Contractor shall be relieved of its obligations under this Agreement.

7. AGREEMENT.

This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of the City. Any successor to Contractor's rights under this Agreement must be approved by the City. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession. Assignment of any portion of the work by subcontract must be approved in advance by the City, in writing.

8. UNAVOIDABLE DELAY.

In the event of severe weather conditions, road conditions, strikes or conditions wholly beyond Contractor's reasonable control, Carrier shall notify City and appropriate local officials as much in advance as possible of the effect of such conditions on service.

9. INSURANCE.

Contractor shall carry and keep in force such policies of insurance as specified in the RFP.

10. NONCOLLUSION.

Contractor warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee or gratuity to any employee or official of the City or to any other Contractor for the purpose of obtaining this Agreement.

11. PROHIBITED INTERESTS.

No member or officer, employee of the City during his or her tenure shall have any interest, direct or indirect, in this Agreement or the proceeds of it.

12. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Contractor agrees as follows:

A) That it will not discriminate against any employees or applicant for employment because of

race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

B) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

13. NOTICES.

All notices required pursuant to this Agreement shall be in writing and shall be served upon the parties at the address below. Delivery to an officer authorized to receive notices or the mailing of the notice by registered mail, return receipt requested, shall be sufficient service.

To City:

City of Grand Island
Attn: Mayor
P.O. Box 1968
Grand Island, NE 68802

To Contractor:

Senior Citizens Industries, Inc.
304 East Third Street
Grand Island, NE 68801

14. GOVERNING LAWS.

This Agreement shall be interpreted under and governed by the laws of the State of Nebraska.

15. COMPLIANCE WITH LAWS.

Contractor agrees to comply with all applicable statutes, ordinances and regulations of the United States, the State of Nebraska.

16. HEADINGS.

The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

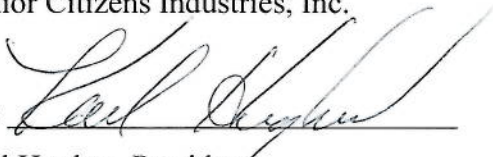
17. FARE RECEIPTS.

All receipts collected during the operation of this service are the property of the Contractor.

In witness, the parties have executed this Agreement on the dates recited below:

Dated: June 2, 2016.

Senior Citizens Industries, Inc.

By: 
Karl Hughes, President

City of Grand Island, Nebraska

By: _____

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk


Asst. City Attorney

RESOLUTION 2016-138

WHEREAS, the City of Grand Island, Nebraska (the “City”) and the County of Hall, Nebraska (the “County”) entered into an Interlocal Agreement for Public Transit Services (the “Agreement”) to be provided within the boundaries of County and City; and

WHEREAS, pursuant to the Agreement, City agreed to solicit proposals for the provision of public transit services as set forth and described in the Agreement; and

WHEREAS, Senior Citizens Industries, Inc., of Grand Island, was the responsible offeror whose proposal was determined, in writing, by the proposal review committee to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals, at a monthly rate of \$53,202.50 for the period July 1, 2016 through June 30, 2017. City will have the option of renewing the Agreement for a maximum of two years beyond June 30, 2017, in increments of two months. Compensation for this extended service would be at the following monthly rate: July 1, 2017 through June 30, 2018 - \$54,798.64 per month; July 1, 2018 through June 30, 2019 - \$56,442.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND that the agreement by and between the City and Senior Citizens Industries, Inc. for the provision of Public Transit Services should be, and hereby is, approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 10, 2016	▣ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-16

#2016-139 - Approving Acquisition of Public Right-of-Way at the Intersection of Faidley Avenue & Diers Avenue in Crane Valley, Crane Valley 5th & Richmond Subdivisions (Staab Real Estate, O'Connor Properties, Equitable Building & Loan Assoc., & West Faidley Medical Center)

This item relates to the aforementioned Public Hearing item E-4.

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

RESOLUTION 2016-139

WHEREAS, Public right-of-way is required by the City of Grand Island for the installation of a traffic signal at the intersection of Faidley Avenue and Diers Avenue, to construct and maintain such project; and

WHEREAS, a public hearing was held on June 14, 2016, for the purpose of discussing the proposed acquisition of the public right-of-way, as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Staab Real Estate, LLC	A PART OF LOT 1, CRANE VALLEY, A SUBDIVISION LOCATED IN THE W ½ OF THE NE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, CRANE VALLEY, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N45°45'45"W (ASSUMED BEARING), ALONG THE WEST LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT, ALONG SAID WEST LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE A DISTANCE OF 88.05 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 4.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 45.91 FEET; THENCE DEFLECTING 17°45'11" TO THE LEFT, A DISTANCE OF 47.04 FEET; THENCE DEFLECTING 38°00'56" TO THE LEFT A DISTANCE OF 30.61 FEET; THENCE DEFLECTING 34°13'53" TO THE LEFT, A DISTANCE OF 11.21 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT TO A POINT ON THE SOUTH LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 2.60 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID SOUTH LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 32.37 FEET TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 1107 S.F. OR 0.03 ACRES, MORE OR LESS.	\$9,970.00
O'Connor Properties, LLC	A PART OF LOT 2, CRANE VALLEY FIFTH ADDITION, A SUBDIVISION LOCATED IN THE W ½ OF THE NE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE S89°14'52"W (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 74.78 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT, A DISTANCE OF 3.00 FEET;	\$7,880.00

Approved as to Form ☐ _____
June 10, 2016 ☐ City Attorney

	<p>THENCE DEFLECTING 90°00'00" TO THE RIGHT, A DISTANCE OF 43.00 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT, A DISTANCE OF 7.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 23.00 FEET; THENCE DEFLECTING 39°41'40" TO THE LEFT, A DISTANCE OF 35.44 FEET; THENCE DEFLECTING 50°18'20" TO THE LEFT A DISTANCE OF 13.57 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 4.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE DEFLECTING 90°00'00" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 23.72 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 31.80 FEET, TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 872 S.F. OR 0.02 ACRES, MORE OR LESS.</p>	
<p>The Equitable Building and Loan Association of Grand Island, Nebraska, FSB, a Federal Savings Bank</p>	<p>A PART OF LOT 1, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N89°15'01"E (ASSUMED BEARING), ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DSITANCE OF 33.74 FEET; THENCE DEFLECTING 152°45'16" TO THE RIGHT, A DISTANCE OF 43.33 FEET; THENCE DEFLECTING 34°32'10" TO THE LEFT A DISTANCE OF 30.95 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE DEFLECTING 151°00'58" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 27.06 FEET; THENCE DEFLECTING 45°22'58" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, RICHMOND SUBDIVISION SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE A DISTANCE OF 28.16 FEET TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 686 S.F. OR 0.02 ACRES, MORE OR LESS.</p>	<p>\$5,840.00</p>
<p>West Faidley Medical Center, LLC</p>	<p>A PART OF LOT 13, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE S46°07'57"E (ASSUMED BEARING), ALONG THE EAST LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 28.46 FEET; THENCE DEFLECTING 44°37'02" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 13, RICHMOND</p>	<p>\$4,740.00</p>

	SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE A DISTANCE OF 32.62 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 3.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 16.84 FEET; THENCE DEFLECTING 47°51'35" TO THE LEFT TO A POINT ON THE NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 54.17 FEET; THENCE DEFLECTING 138°37'22" TO THE RIGHT ALONG SAID NORTH LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 23.18 FEET TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 677 S.F. OR 0.02 ACRES, MORE OR LESS.	
--	--	--

TOTAL PUBLIC RIGHT-OF-WAY COMPENSATION \$28,430.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public right-of-way from the referenced property owners, on the above-described tracts of land.

- - -

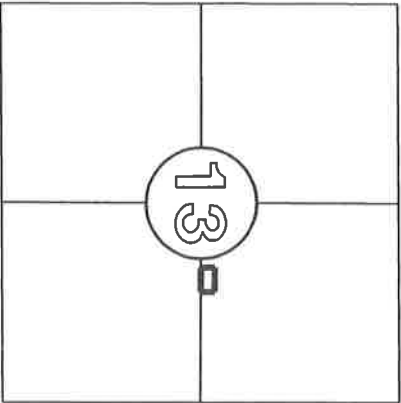
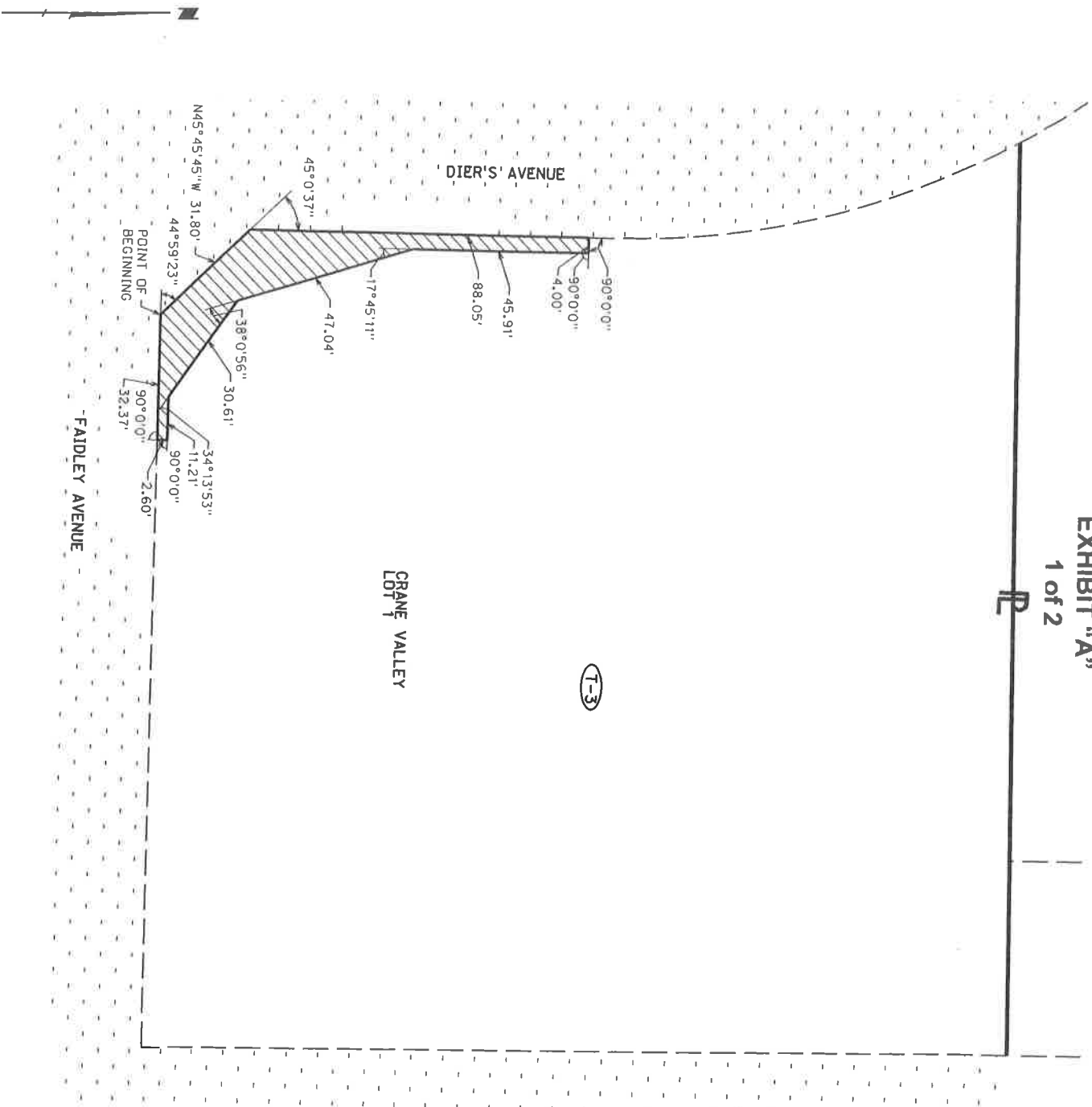
Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

EXHIBIT "A"
1 of 2



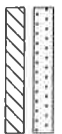
LOT 1
CRANE VALLEY, FIFTH ADDITION
NE 1/4 SEC. 13-T11N-R10W
HALL COUNTY, NEBRASKA

Sheet 1 of 2

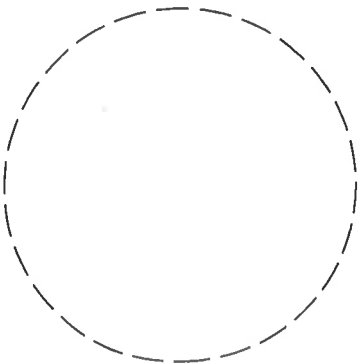
PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



0.03 AC



SCALE 1" = 40'

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"
2 of 2

LEGAL DESCRIPTION

A PART OF LOT 1, CRANE VALLEY, A SUBDIVISION LOCATED IN THE W1/2 OF THE NE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6th P.M., HALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, CRANE VALLEY, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE N45°45'45"W (ASSUMED BEARING), ALONG THE WEST LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT, ALONG SAID WEST LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE A DISTANCE OF 88.05 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 4.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 45.91 FEET; THENCE DEFLECTING 17°45'11" TO THE LEFT, A DISTANCE OF 47.04 FEET; THENCE DEFLECTING 38°00'56" TO THE LEFT A DISTANCE OF 30.61 FEET; THENCE DEFLECTING 34°13'53" TO THE LEFT, A DISTANCE OF 11.21 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT TO A POINT ON THE SOUTH LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 2.60 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID SOUTH LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 32.37 FEET TO THE POINT OF BEGINNING.

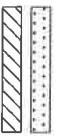
THE DESCRIBED AREA CONTAINS AN AREA OF
1107 S.F. OR 0.03 AC., MORE OR LESS.

Sheet 2 of 2
PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

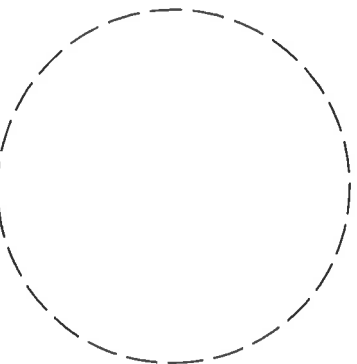
SCALE 1" = 40'

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



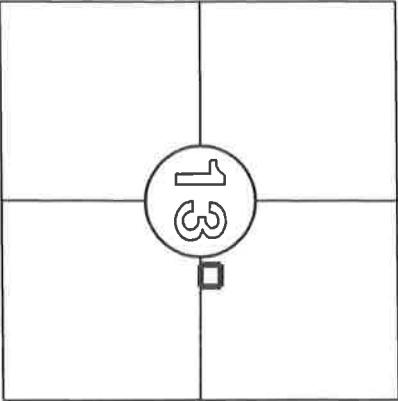
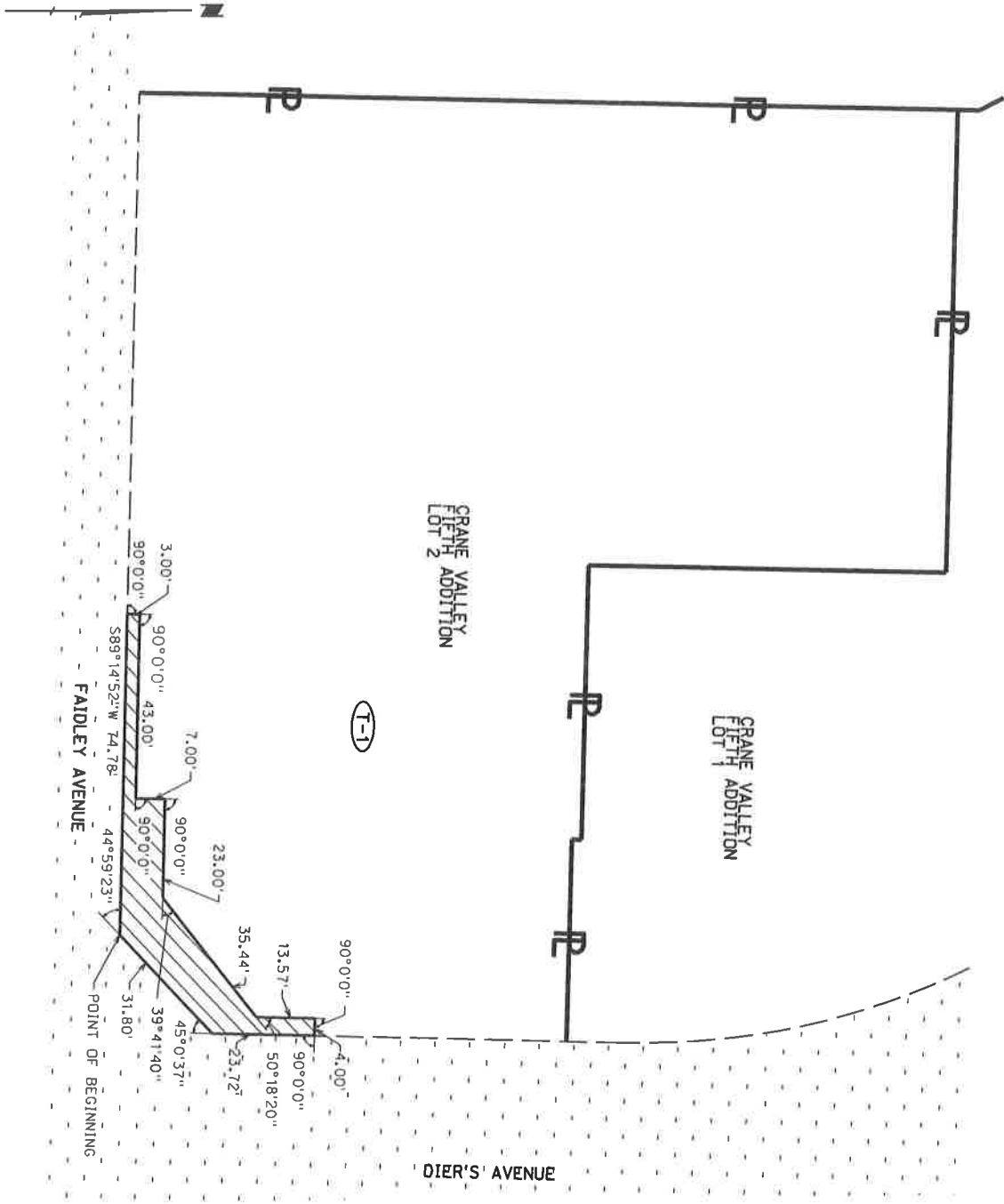
0.03 AC



DATE
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COMPUTED BY

03-17-15
ASB/TSA
RVC/TSA
BY RVC/TSA

EXHIBIT "A"

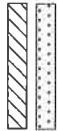


LOT 2
CRANE VALLEY, FIFTH ADDITION
NE 1/4 SEC. 13-T11N-R10W
HALL COUNTY, NEBRASKA

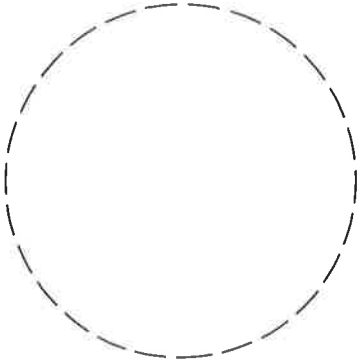
Sheet 1 of 2

PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA
PREV. R.O.W.
NEW R.O.W.



0.02 AC



SCALE 1" = 40'

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"

LEGAL DESCRIPTION

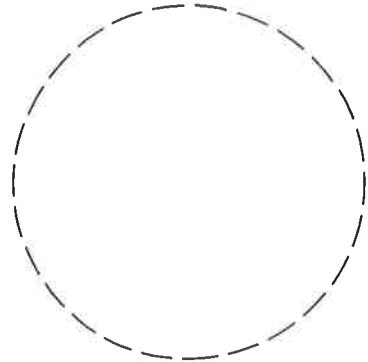
A PART OF LOT 2, CRANE VALLEY FIFTH ADDITION, A SUBDIVISION LOCATED IN THE W1/2 OF THE NE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6th P.M., HALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE S89°14'52"W (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 74.78 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT, A DISTANCE OF 3.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT, A DISTANCE OF 43.00 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT, A DISTANCE OF 7.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 23.00 FEET; THENCE DEFLECTING 39°41'40" TO THE LEFT, A DISTANCE OF 35.44 FEET; THENCE DEFLECTING 50°18'20" TO THE LEFT A DISTANCE OF 13.57 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 4.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE DEFLECTING 90°00'00" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 23.72 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT, ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 31.80 FEET, TO THE POINT OF BEGINNING. THE DESCRIBED AREA CONTAINS AN AREA OF 872 S.F. OR 0.02 AC., MORE OR LESS.

PLAT SHOWING

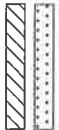
Sheet 2 of 2
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

SCALE 1" = 40'



STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

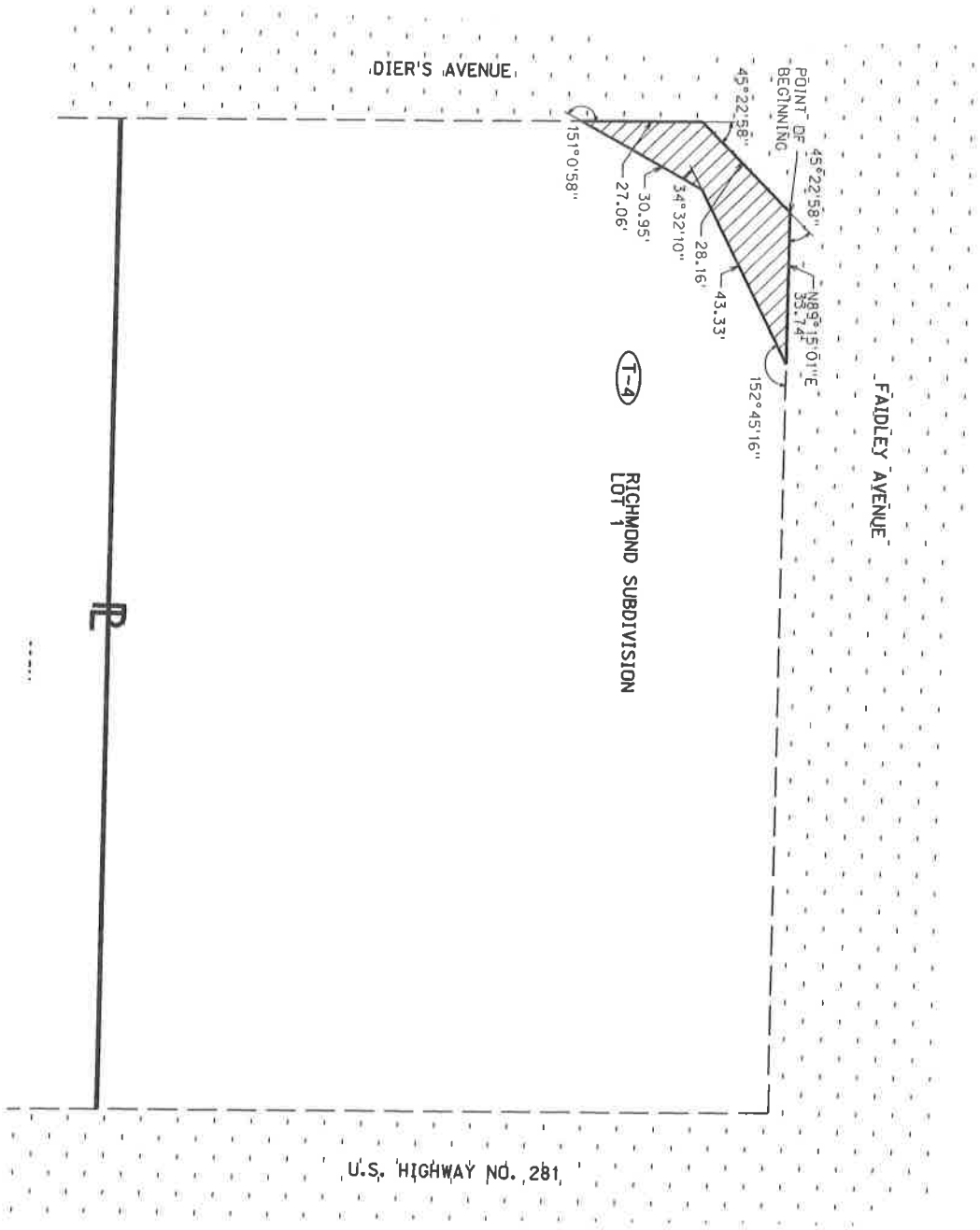
PREV. R.O.W.
NEW R.O.W.



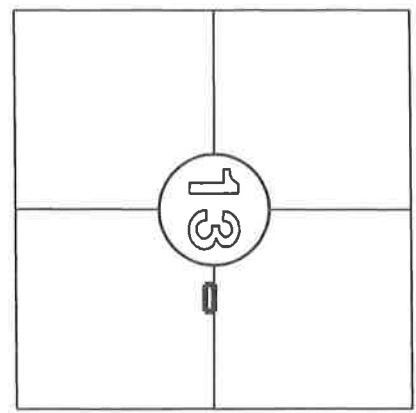
0.02 AC

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"
1 of 2



LOT 1
RICHMOND SUBDIVISION
SE 1/4 SEC. 13-T11N-R10W
HALL COUNTY, NEBRASKA

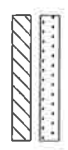


Sheet 1 of 2

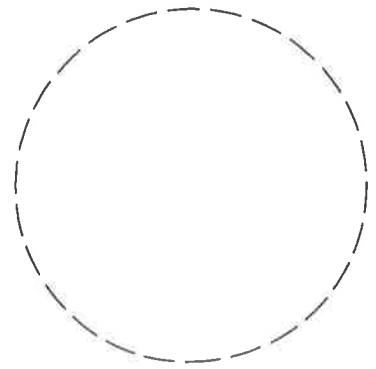
PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



0.02 AC



SCALE 1" = 40'

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"
2 of 2

LEGAL DESCRIPTION

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BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE N89°15'01"E (ASSUMED BEARING), ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 33.74 FEET; THENCE DEFLECTING 152°45'16" TO THE RIGHT, A DISTANCE OF 43.33 FEET; THENCE DEFLECTING 34°32'10" TO THE LEFT A DISTANCE OF 30.95 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE DEFLECTING 151°00'58" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 27.06 FEET; THENCE DEFLECTING 45°22'58" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 28.16 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINS AN AREA OF 686 S.F. OR 0.02 AC., MORE OR LESS.

Sheet 2 of 2
PLAT SHOWING
RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

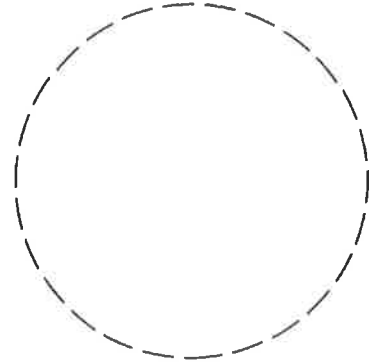
STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



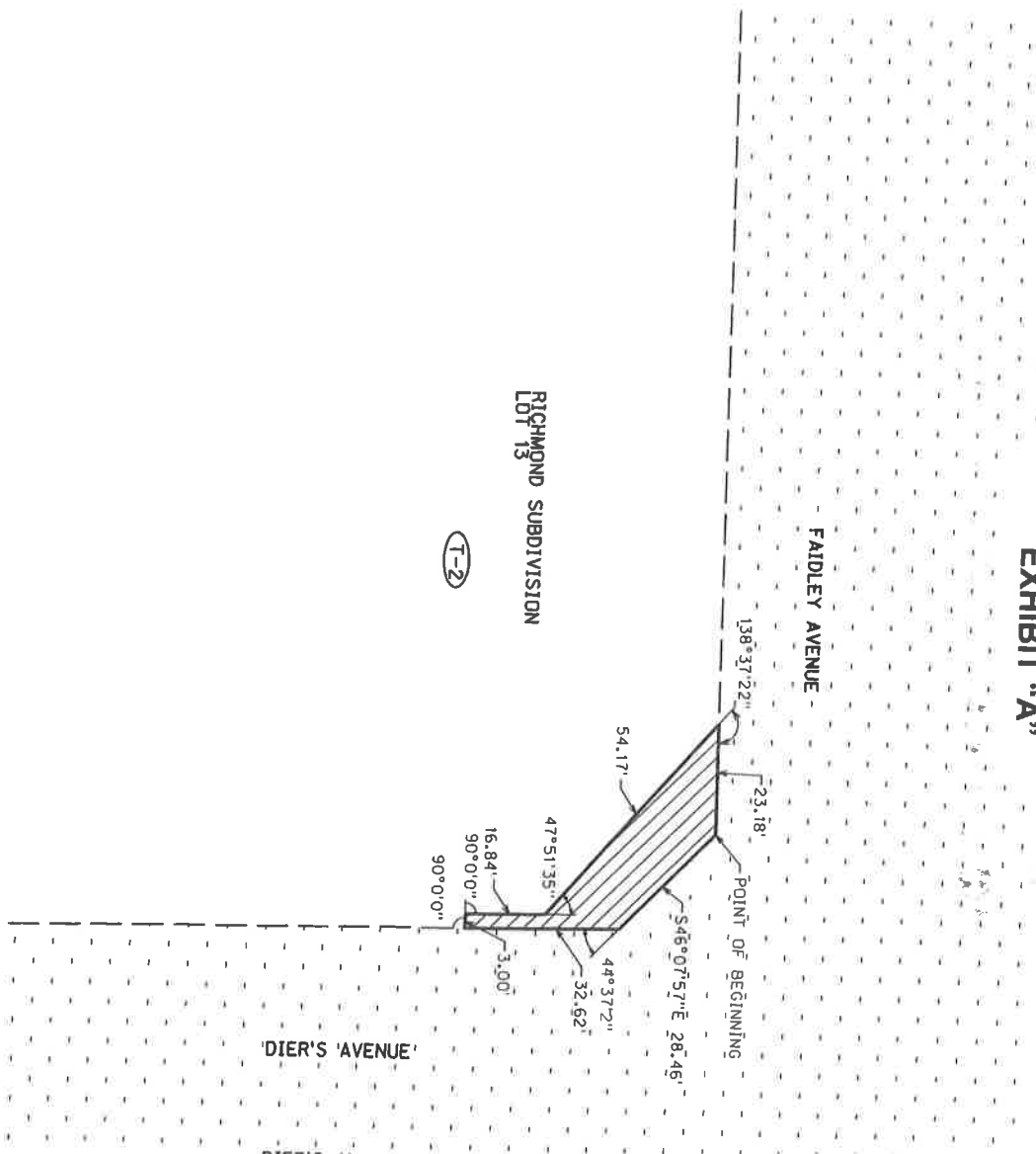
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SCALE 1" = 40'

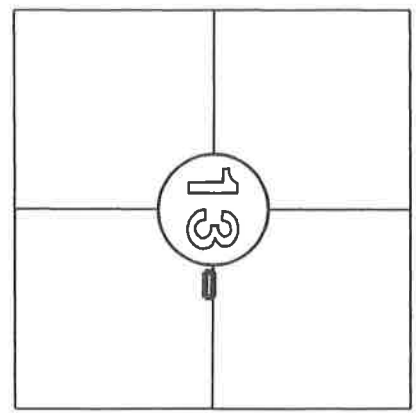


DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA

EXHIBIT "A"



LOT 13
RICHMOND SUBDIVISION
SE 1/4 SEC. 13-T11N-R10W
HALL COUNTY, NEBRASKA

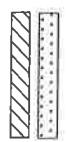


Sheet 1 of 2

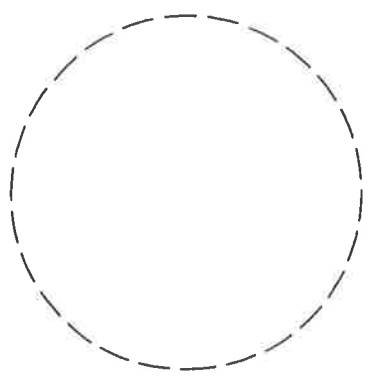
PLAT SHOWING
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TO BE ACQUIRED FROM LAND OWNED BY

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



0.02 AC



SCALE 1" = 40'

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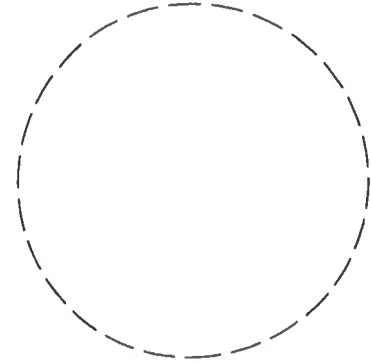
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THE DESCRIBED AREA CONTAINS AN AREA OF 677 S.F. OR 0.02 AC., MORE OR LESS.

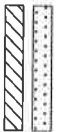
Sheet 2 of 2
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RIGHT OF WAY
TO BE ACQUIRED FROM LAND OWNED BY

SCALE 1" = 40'



STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY DIVISION
LINCOLN, NEBRASKA

PREV. R.O.W.
NEW R.O.W.



0.02 AC

DATE 03-17-15
DRAWN BY ASB/TSA
CHECKED BY RVC/TSA
COMPUTED BY RVC/TSA



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-17

#2016-140 - Approving Amendment No. 1 to the Agreement for Engineering Consulting Services Related to Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: June 14, 2016

Subject: Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G

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

Background

The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards. The current schedule and budget will bring the City into compliance in approximately 23 years.

The area of 4th & 5th Street, from Sycamore Street to Eddy Street qualifies for the Community Development Block Grant (CDBG) and it is recommended that such funds be used to install handicap ramps in this location. The City will be required to match 50% of the project cost, which is estimated to be \$810,000 at this time. The City has completed projects in this area, which can be used towards the match amount required, leaving approximately \$150,000.00 to be paid out by the City.

On June 10, 2014, by Resolution No. 2014-151 the City entered into an agreement with Schemmer Associates of Lincoln, Nebraska for engineering design services related to Community Development Block, Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G in the amount of \$94,352.00.

All agreements must be approved by the City Council.

Discussion

The original agreement with Schemmer Associates is now being supplemented to allow for additional design work, rebidding services and construction engineering services.

The increase in cost for Amendment No. 1 is \$34,045.00, for a revised agreement of \$128,397.00.

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 a resolution authorizing the Mayor to sign Amendment No. 1 to the Agreement with Schemmer Associates of Lincoln, Nebraska in the amount of \$34,045.00 for Engineering Consulting Services related to Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G.

Sample Motion

Move to approve the resolution.

This is **EXHIBIT A Part 2**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 5/18/16.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: 6/10/14
- b. Owner: City of Grand Island
- c. Engineer: The Schemmer Associates, Inc.
- d. Project: Lions Park Improvements

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to Services of Engineer
- ☐ Modifications to Responsibilities of Owner
- ☐ Modifications to Payment to Engineer
- ☐ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 5/18/2016.

OWNER:

City of Grand Island

By: _____

Title: _____

Date Signed: _____

Signed: _____

ENGINEER:

The Schemmer Associates, Inc.

By: Doug Holle

Title: Project Manager

Date Signed: 5-17-16

Signed: 

Page 2 of 2 Pages

(Exhibit A Part 2 – Amendment to Owner-Engineer Agreement)

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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Modifications

1. Engineer shall perform the following Additional Services:

Services to be provided by Schemmer consist of Construction Phase Services as set forth below:

A. GENERAL

Schemmer shall render for Owner professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Owner's professional engineering representative for the Project as it relates to plan revision services and serving as the design engineer for additional services.

B. DESIGN SERVICES

Alley Design services: Schemmer was asked to develop construction drawings for the alley reconstruction between 4th/5th Street and Wheeler Avenue and Locust Street. The scope includes the following:

- Processing the survey provided by the City of Grand Island and preparing a topographic CAD file and DTM surface.
- Designing the pavement grades
- Preparing a construction drawing

Lions Park Pedestrian Access Redesign: The City has requested additional sidewalk access be added to Lions Park.

C. BIDDING PLAN REVISION SERVICES

Plan Revision Services: Schemmer will document the work already completed and revise the plans to include the work not yet completed under the original contract. These plans will be broken into add alternates following the original plan form. The scope includes the following

- Visit the site and identify work that has been completed
- Revise design file
- Repackage project plan set
- Calculate quantities
- Prepare bid documents
- Respond to questions during advertising
- Review bids

D. POST-BIDDING PROJECT MANAGEMENT / ENGINEERING SERVICES

1. Preconstruction Meeting: Schemmer will attend the preconstruction progress meeting.
 2. Project Management: Schemmer will oversee the scope of services and review progress.
 4. Submittal Review: Schemmer will review shop drawing submittals for the following items: Fencing, Court Surfacing, Drainage Sump for Playground Equipment, Futsal Goal, Basketball Goal, Playground Equipment and Tree Grate.
2. The responsibilities of Owner are modified as follows:

NA

3. For the additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 1. The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to \$94,352.00 (design fee) + \$34,045.00 (Supplemental design fee) = \$128,397. Fee estimate is shown below:

MAN-HOUR ESTIMATE FOR SUPPLEMENTAL DESIGN SERVICES											
BID PLAN REVISIONS											
Task	Description of Work Items / Tasks	SRPM	Eng	Proj Rep	SURCADD	CADD	SR/LS	2-Man Crew	Total Manhours		
B	Design Services										
	Alley Topo processing and drafting	1	1		16		2		20		
	Alley Design	1	16			4			21		
	Alley Plan Production		8			16			24		
	Lions Park Pedestrian Access Redesign		4			8			12		
									0		
	Total Hours	2	29	0	16	28	2	0	77		
	Total Fee	\$ 330.00	\$ 3,915.00	\$	\$ 1,120.00	\$ 1,960.00	\$ 250.00	\$			\$ 7,575.00
C	Bid Plan Revision Services										
	Site Visit and Documentation		12						12		
	Revise Design File		12			16			28		
	Repackage Project Plan Set	2	24			40			66		
	Update Quantities		8			16			24		
	Prepare Revised Bid Documents	4	24						28		
	Respond to questions during advertising	2	8						10		
	Review Bids		8						8		
	Total Hours	8	96	0	0	72	0	0	176		
	Total Fee	\$ 1,320.00	\$ 12,960.00	\$	\$	\$ 5,040.00	\$	\$			\$ 19,320.00
D	Project Management /Construction Phase										
	Preconstruction Meeting		8						8		
									0		
									0		
	Project Management	12							12		
	Submittal Review	4	20						24		
	Total Hours	16	28	0	0	0	0	0	44		
	Total Fee	\$ 2,640.00	\$ 3,780.00	\$	\$	\$	\$	\$			\$ 6,420.00
	Total Manhours	26	153	0	16	100	2	0	297		
	Total Labor	\$ 4,280.00	\$ 20,655.00	\$	\$ 1,120.00	\$ 7,000.00	\$ 250.00	\$			\$ 33,315.00

Expenses for Supplemental Design/Construction Phase Services					
Lions Park Improvements					
Expenses	Amount		\$ Ea.		Cost
Construction Phase					
Travel, mile (car)	400	MILES	0.575		\$230.00
Travel, mile (survey vehicle)	0	MILES	0.575		\$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	500		\$500.00
Per Diem	0	DAY	129		\$0.00
				Sub Total	\$730.00
Survey Expenses					
				Total	\$730.00

Fee Estimate for Supplemental Design Services BID PLAN REVISIONS		
Task	Task Description	Fee Estimate
B	Design Services	\$7,575.00
C	Bid Plan Revision Services	\$19,320.00
D	Project Management /Construction Phase	\$6,420.00
	Expenses	\$730.00
	Total Project Cost	\$34,045.00

4. The schedule for rendering services is modified as follows:

Schedule: Schemmer will complete bid document revision services as discussed above for a contract letting set to take place in June of 2016. The detailed schedule is shown here:

June 16, 2016 – Project Advertises

June 30, 2016 – Project Letting

July 12, 2016 – Construction Contract is approved by City Council

Fall 2016 – Construction completion

5. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

NA

RESOLUTION 2016-140

WHEREAS, on June 10, 2014, by Resolution No. 2014-151 the Grand Island City Council approved entering into an agreement with Schemmer Associates of Lincoln, Nebraska in the amount of \$94,352.00 for engineering consulting services related to Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G; and

WHEREAS, the original agreement is now being amended to allow for additional design work, rebidding services and construction engineering services; and

WHEREAS, such amendment is in the amount of \$34,045.00, for a revised agreement amount of \$128,397.00; and

WHEREAS, Amendment No. 1 to the original agreement with Schemmer Associates of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Schemmer Associates of Lincoln, Nebraska for engineering consulting services related to Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-18

#2016-141 - Approving Bid Award for the Pavement Lifting & Stabilization with Polyurethane Foam – South Locust St from Lake St. to Diversion Bridge

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: June 14, 2016

Subject: Approving Bid Award for the Pavement Lifting & Stabilization with Polyurethane Foam – South Locust St from Lake St. to Diversion Bridge

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

Background

This project consists of lifting/leveling the concrete pavement and filling voids underneath with polyurethane foam. This will reduce the unevenness of the pavement both laterally and longitudinally creating a smoother ride and better drainage; existing condition pictures shown in Attachment 2.

The existing concrete is in good enough condition that the treatment can be used on the entire stretch of roadway. We usually remove and replace only the damaged panels, which does little to correct the ride or the drainage. A full panel replacement project is estimated to cost over \$600,000.

Other benefits of pavement lifting with polyurethane foam include:

- Extending pavement life by reducing fractures caused by panel movement.
- Low traffic disruption since the work can be performed with lane closures.
- Short duration work compared to concrete removal and replacement. The entire pavement lifting project should take about the same amount of time as it takes for concrete to cure.
- The short work schedule reduces the need for traffic control and the use of existing pavement eliminates the need to re-stripe, further reducing costs.

Special provisions for this project state the work is to be completed by August 19, 2016. This completion date will avoid any work being performed during the Nebraska State Fair.

Discussion

On May 17, 2016 the Streets Division of the Public Works Department advertised for bids for the Pavement Lifting & Stabilization with Polyurethane Foam – South Locust St

from Lake St. to Diversion Bridge. The bid package was sent to nine (9) potential bidders for this project.

One (1) bid was received and opened on June 1, 2016. The bid submitted is in compliance with the contract, plans, and specifications.

<i>Bidder</i>	Thrasher Inc., LaVista, Nebraska
<i>Exceptions</i>	None
<i>Bid Section A – Northbound Lanes</i>	\$166,500
<i>Bid Section A – Southbound Lanes</i>	\$84,000
<i>Grand Total (Bid Section A + B)</i>	\$250,500

There are sufficient funds in Account No. 10033506-85547, 10033506-85351 & 10033506-85354 to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding a contract to Thrasher of LaVista, Nebraska in the amount of \$250,500.00 for Pavement Lifting & Stabilization with Polyurethane Foam – South Locust from Lake St. to Diversion Bridge.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 1, 2016 at 2:00 p.m.

FOR: Pavement Lifting & Stabilization with Polyurethane Foam

DEPARTMENT: Public Works

ESTIMATE: \$315,000.00

FUND/ACCOUNT: 10033503-85547 (Street Repair Materials)
10033506-85351 (Contract Concrete Repair)
10033506-85354 (Street Resurfacing)

PUBLICATION DATE: May 17, 2016

NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder: Thrasher
LaVista, NE

Bid Security: North American Specialty Ins. Co.

Exceptions: None

Bid Price:

Section A: \$166,500.00

Section B: \$ 84,000.00

Total: \$250,500.00

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renaef Griffiths, Finance Director
Shannon Callahan, Street Supt.

P1883

PolyLEVEL System

The **Foundation Supportworks PolyLEVEL** system utilizes high-density polymers to stabilize and level concrete. With multiple formulations available, **PolyLEVEL** is able to fit the needs of any job, large or small. **PolyLEVEL** is a two-part urethane polymer that expands into rigid, structural foam to fill voids, stabilize and lift concrete, and offer solutions to a wide range of geotechnical and structural applications. Polyurethane has been used beneath slabs for decades, and it has proven to be a superior solution compared to traditional methods of grout injection and concrete replacement.



PolyLEVEL Advantages

Lightweight – **PolyLEVEL** weighs approximately 4-6 pounds per cubic foot when installed, which is significantly less than the 120 pounds per cubic foot of typical fill material. This means there is almost no additional load added to the supporting soils.

High Capacity – Lifting action is a result of the expansion of the polymer, allowing for lift on much higher loads than typical mudjacking that relies on hydraulic pressure being contained under a slab.

Accurate Lift – Calculated reaction time of the **PolyLEVEL** foam allows for a targeted, precise lifting operation.

Waterproof – **PolyLEVEL** is fully waterproof so it cannot washout. In addition, because it cannot take on water, it is not impacted by freeze/thaw cycles. Additionally, **PolyLEVEL** can be used to under-seal slabs and stop a variety of infrastructure leaks.

Non-Invasive – The equipment used to install **PolyLEVEL** can be used in extremely limited access areas, is far less messy than other methods, and can be installed more quickly.

Cure Time – Quick cure time allows for immediate loading, even heavy traffic, within 15 minutes after injection.

Compressive Strength – The in-place compressive strength of commercial grade **PolyLEVEL** material is minimally 11,000 pounds per square foot, and often exceeds 15,000 pounds per square foot.

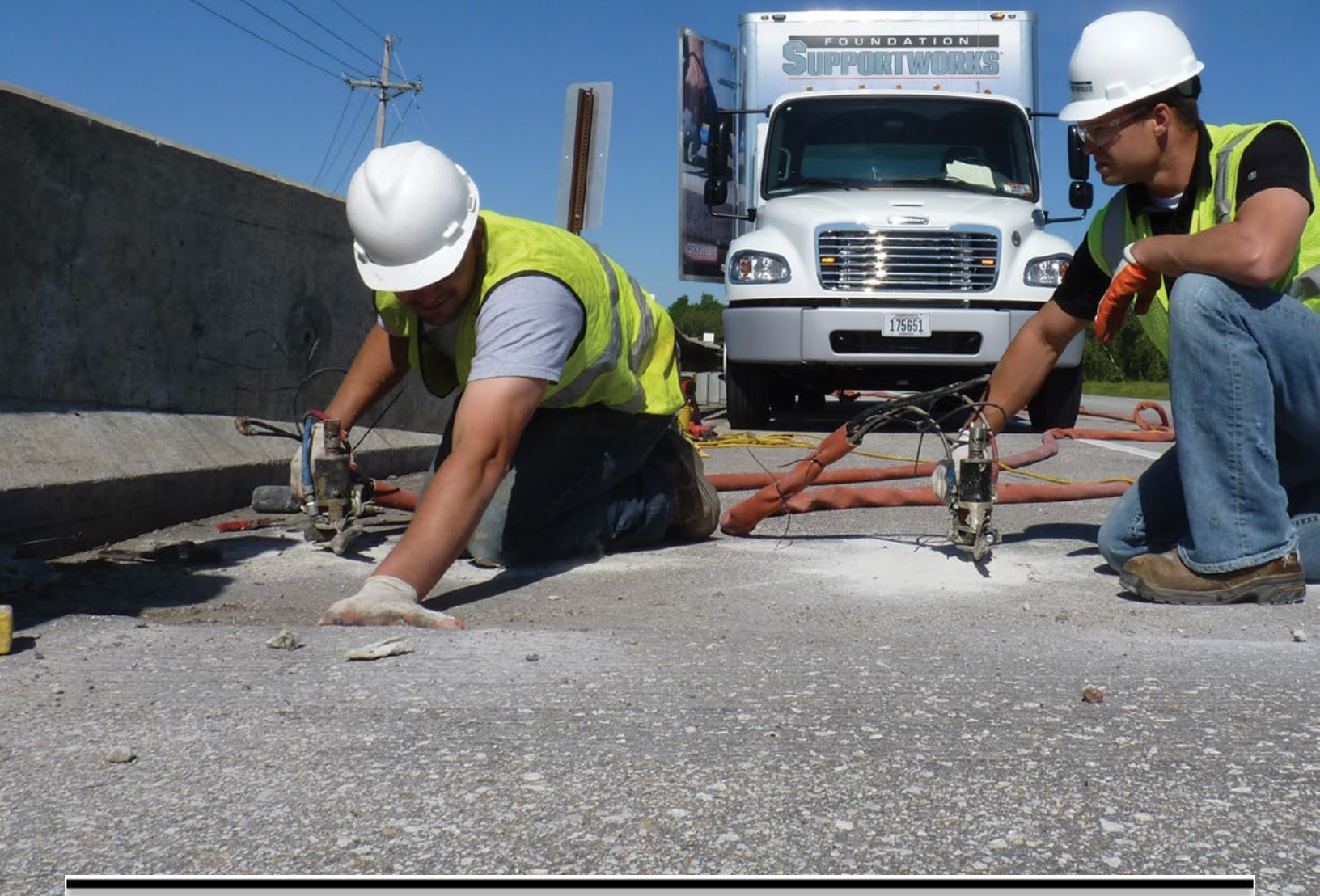
Consolidates Soil – As **PolyLEVEL** foam exerts the energy to lift a slab, it is placing an equal amount of pressure on the soil beneath the slab. This process not only fills the void and raises the slab, but also densifies the soil below.

PolyLEVEL Applications | Roads & Bridge Approaches

Settlement of highways and roadways is a problem that Departments of Transportation across the country are tasked with correcting on a regular basis. As expansion joint materials break down over time and allow water to penetrate below the slab, and the subgrade below the concrete compresses as a result of heavy traffic flow, sags often form in the roadway. These sags create difficult and unsafe driving conditions to the general public.

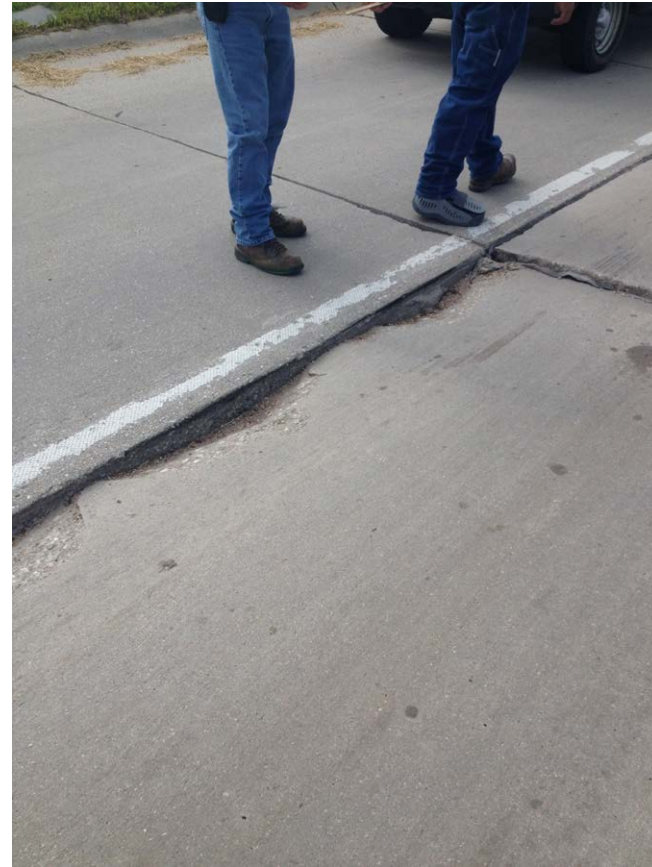
Bridge authorities face similar issues when dealing with the settlement and misalignment of bridge approach slabs. Often, these approach slabs are supported with backfill material which is both loose and poorly compacted. The stress and constant vibration the slab encounters during daily traffic compresses this fill material, thus creating voids below the concrete. As a result, many bridge approaches settle to the point where they are no longer within tolerance of what is considered a safe and acceptable gradient.

The **PolyLEVEL** system offers a long-lasting solution to repair sinking highways, roadways, and bridge approaches, while also providing many benefits that alternate options fail to achieve. While traditional methods of repair such as diamond grinding or removal and replacement of the concrete have been used in the past, these solutions are often temporary, cost prohibitive, time consuming, and fail to address the underlying cause of the problem - the soil beneath the slab. With the **PolyLEVEL** system, city and state agencies are able to correct the problem quickly, effectively, and with little inconvenience to the public. With its quick cure time, high compressive strength, and efficient installation, **PolyLEVEL** is often installed without having to completely shut down the roadway or bridge, allowing traffic to continue to flow without any major disruptions.





- Northbound looking North at Lake St



- Northbound looking East
- Joints between outside thru lane and right turn lane

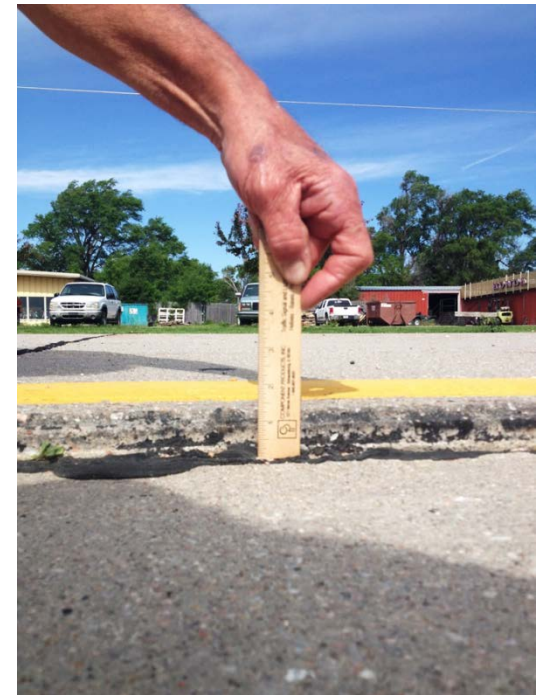
South Locust St approximately 900 feet south of Lake St (south Walmart entrance)



- Northbound looking South
- Transverse joint of outside thru lane
- 1in



- Northbound looking East
- Longitudinal joint between outside thru lane and right turn lane
- 2in



- Northbound looking West
- Longitudinal joint between inside thru lane and center turn lane
- 1.5 in

South Locust St approximately 900 feet south of Lake St (south Walmart entrance)

RESOLUTION 2016-141

WHEREAS, the City of Grand Island invited sealed bids for Pavement Lifting & Stabilization with Polyurethane Foam – South Locust St from Lake St. to Diversion Bridge, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on June 1, 2016 bids were received, opened, and reviewed; and

WHEREAS, Thrasher, Inc. of LaVista, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$250,500.00; and

WHEREAS, Thrasher, Inc.'s bid was below the estimate for the project; and

WHEREAS, funds are available in the Fiscal Year 2015/2016 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Thrasher, Inc. of LaVista, Nebraska in the amount of \$250,500.00 for Pavement Lifting & Stabilization with Polyurethane Foam – South Locust St from Lake St. to Diversion Bridge is hereby approved as the lowest responsible bid.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-19

**#2016-142 - Approving Correction to Resolution No. 2016-65
Regarding Purchase of a New Motor Grader from Murphy
Tractor 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: June 14, 2016

Subject: Approving Correction to Resolution No. 2016-65
Regarding Purchase of a New Motor Grader from
Murphy Tractor for the Streets Division of the Public
Works Department

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

Background

On March 22, 2016 the Grand Island City Council approved Resolution No. 2016-65, which allowed for the lease purchase of a new motor grader from Murphy Tractor of Grand Island, Nebraska for the Streets Division of the Public Works Department. The amount of \$213,600.00 was financed by John Deere Finance for five (5) annual payments of \$45,732.02, for a total repayment amount of \$228,611.20.

Discussion

Resolution No. 2016-65 incorrectly stated the first payment of \$45,732.02 would be due on November 10, 2017. Such payment was actually scheduled to be due on November 10, 2016.

Due to delayed delivery of the piece of equipment the financing has been adjusted, putting the five (5) annual installments at \$45,722.02, with the first payment now due on November 25, 2016. The Streets Division of the Public Works Department is requesting a resolution to approve the corrected annual payment amount, as well as the first payment date.

Alternatives

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

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

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the amendment to Resolution No. 2016-65, which corrects the annual payment amount to \$45,722.02, as well as the first payment date to November 25, 2016.

Sample Motion

Move to approve the ordinance.

RESOLUTION 2016-142

WHEREAS, the City of Grand Island City Council approved Resolution No. 2016-65, which allowed for the lease purchase of a new motor grader from Murphy Tractor of Grand Island, Nebraska for the Streets Division of the Public Works Department; and

WHEREAS, such lease purchase provided for the amount of \$213,600.00 to be financed by John Deere Finance for five (5) annual payments of \$45,732.02, for a total repayment amount of \$228,611.20; and

WHEREAS, Resolution No. 2016-65 incorrectly stated the first payment of \$45,732.02 being due November 10, 2017; and

WHEREAS, due to delayed delivery of the piece of equipment the five (5) annual installments have been adjusted to \$45,722.02, as well as the due date of the first payment to November 25, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment of Resolution No. 2016-65 is hereby approved to correct the five (5) annual installments to \$45,722.02, with the first installment to be paid on November 25, 2016.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-20

#2016-143 - Approving Temporary Construction Easements at the Intersection of Faidley Avenue & Diers Avenue in Crane Valley, Crane Valley 5th & Richmond Subdivisions (Staab Real Estate, O'Connor Properties, Equitable Building & Loan Assoc., & West Faidley Medical Center)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: June 14, 2016

Subject: Approving Temporary Construction Easements at the Intersection of Faidley Avenue & Diers Avenue in Crane Valley, Crane Valley 5th & Richmond Subdivisions (Staab Real Estate, O'Connor Properties, Equitable Building & Loan Assoc., & West Faidley Medical Center)

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

Background

It is anticipated that a traffic signal will be necessary at the intersection of Faidley Avenue & Diers Avenue upon the extension of Faidley Avenue, west to North Road. This project will address traffic patterns and warrant of a signal at such intersection.

Temporary Construction easements are needed to accommodate the construction activities for installation of a traffic signal at the intersection of Faidley Avenue and Diers Avenue, which must be approved by City Council. The temporary construction easements will allow for the intersection improvements to this area.

Sketches are attached to show the temporary construction easement areas.

Discussion

A temporary construction easement is needed from four (4) property owners for installation of a traffic signal at the intersection of Faidley Avenue and Diers Avenue.

Engineering staff of the Public Works Department negotiated with the property owners for use of such temporary construction easements.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Staab Real Estate, LLC	A PART OF LOT 1, CRANE VALLEY, A SUBDIVISION LOCATED IN THE W ½ OF THE NE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:	\$3,180.00

	<p>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, CRANE VALLEY, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N45°45'45"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 88.05 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING 00°00'00" ALONG SAID WEST LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 8.79 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 6.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 28.83 FEET; THENCE DEFLECTING 24°32'18" TO THE LEFT A DISTANCE OF 67.48 FEET; THENCE DEFLECTING 24°32'18" TO THE RIGHT A DISTANCE OF 19.51 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 30.83 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 9.59 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, CRANE VALLEY; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID SOUTH LINE OF LOT 1 CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE A DISTANCE OF 10.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 2.60 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 11.21 FEET; THENCE DEFLECTING 34°13'53" TO THE RIGHT A DISTANCE OF 30.61 FEET; THENCE DEFLECTING 38°00'56" TO THE RIGHT A DISTANCE OF 47.04 FEET; THENCE DEFLECTING 17°45'11" TO THE RIGHT A DISTANCE OF 45.91 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS AN AREA OF 1327 S.F. OR 0.03 ACRES, MORE OR LESS.</p>	
O'Connor Properties, LLC	<p>A PART OF LOT 2, CRANE VALLEY FIFTH ADDITION, A SUBDIVISION LOCATED IN THE W ½ OF THE NE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N44°15'29"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE LEFT ALONG SAID WEST RIGHT-OF-WAY OF DIERS AVENUE SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, A DISTANCE OF 23.72 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 4.00 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 13.57 FEET; THENCE DEFLECTING 50°18'20" TO THE RIGHT A DISTANCE OF</p>	\$1,610.00

	3.90 FEET; THENCE DEFLECTING 129°41'40" TO THE RIGHT A DISTANCE OF 26.06 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 7.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, CRANCE VALLEY FIFTH ADDITION; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS AN AREA OF 114 S.F. OR 0.002 ACRES, MORE OR LESS.	
The Equitable Building and Loan Association of Grand Island, Nebraska, FSB, a Federal Savings Bank	A PART OF LOT 1, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N89°15'01"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE TO THE POINT OF BEGINNING A DISTANCE OF 33.74 FEET; THENCE DEFLECTING 00°00'00" ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 4.37 FEET; THENCE DEFLECTING 152°45'16" TO THE RIGHT A DISTANCE OF 46.60 FEET; THENCE DEFLECTING 34°32'10" TO THE LEFT TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID DIERS AVENUE, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, RICHMOND SUBDIVISION, A DISTANCE OF 33.92 FEET; THENCE DEFLECTING 151°00'58" TO THE RIGHT ALONG THE WEST LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 4.12 FEET; THENCE DEFLECTING 28°59'02" TO THE RIGHT A DISTANCE OF 30.95 FEET; THENCE DEFLECTING 34°32'10" TO THE RIGHT A DISTANCE OF 43.33 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS AN AREA OF 155 S.F. OR 0.003 ACRES, MORE OR LESS.	\$2,020.00
West Faidley Medical Center, LLC	A PART OF LOT 13, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE S46°07'57"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 28.46 FEET; THENCE DEFLECTING 44°37'02" TO THE RIGHT ALONG SAID EAST LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 32.62 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING 00°00'00" ALONG	\$1,760.00

	<p>SAID EAST LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 6.73 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 5.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 22.67 FEET; THENCE DEFLECTING 47°50'46" TO THE LEFT A DISTANCE OF 40.44 FEET; THENCE DEFLECTING 41°23'28" TO THE LEFT A DISTANCE OF 12.74 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT TO A POINT ON THE NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 10.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 4.41 FEET; THENCE DEFLECTING 41°22'39" TO THE RIGHT A DISTANCE OF 54.17 FEET; THENCE DEFLECTING 47°51'35" TO THE RIGHT A DISTANCE OF 16.84 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS AN AREA OF 247 S.F. OR 0.005 ACRES, MORE OR LESS</p>	
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TOTAL TEMPORARY EASEMENT COMPENSATION \$8,570.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for installation of traffic signal at the intersection of Faidley Avenue & Diers Avenue, in the amount of \$8,570.00.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2016-143

WHEREAS, temporary construction easements are required by the City of Grand Island, from affected property owners for installation of a traffic signal at the intersection of Faidley Avenue and Diers Avenue:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Staab Real Estate, LLC	A PART OF LOT 1, CRANE VALLEY, A SUBDIVISION LOCATED IN THE W ½ OF THE NE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, CRANE VALLEY, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF FAIDLEY AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N45°45'45"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE RIGHT ALONG SAID WEST LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 88.05 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING 00°00'00" ALONG SAID WEST LINE OF LOT 1, CRANE VALLEY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 8.79 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 6.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 28.83 FEET; THENCE DEFLECTING 24°32'18" TO THE LEFT A DISTANCE OF 67.48 FEET; THENCE DEFLECTING 24°32'18" TO THE RIGHT A DISTANCE OF 19.51 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 30.83 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 9.59 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, CRANE VALLEY; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID SOUTH LINE OF LOT 1 CRANE VALLEY, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE A DISTANCE OF 10.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 2.60 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 11.21 FEET; THENCE DEFLECTING 34°13'53" TO THE RIGHT A DISTANCE OF 30.61 FEET; THENCE DEFLECTING 38°00'56" TO THE RIGHT A DISTANCE OF 47.04 FEET; THENCE DEFLECTING 17°45'11" TO THE RIGHT A DISTANCE OF 45.91 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS AN AREA OF 1327 S.F. OR 0.03 ACRES, MORE OR LESS.	\$3,180.00
O'Connor Properties, LLC	A PART OF LOT 2, CRANE VALLEY FIFTH ADDITION, A SUBDIVISION LOCATED IN THE W ½ OF THE NE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE	\$1,610.00

Approved as to Form ☐ _____
June 10, 2016 ☐ City Attorney

	<p>OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N44°15'29"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE LEFT ALONG SAID WEST RIGHT-OF-WAY OF DIERS AVENUE SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, A DISTANCE OF 23.72 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 4.00 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 13.57 FEET; THENCE DEFLECTING 50°18'20" TO THE RIGHT A DISTANCE OF 3.90 FEET; THENCE DEFLECTING 129°41'40" TO THE RIGHT A DISTANCE OF 26.06 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 7.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS AN AREA OF 114 S.F. OR 0.002 ACRES, MORE OR LESS.</p>	
<p>The Equitable Building and Loan Association of Grand Island, Nebraska, FSB, a Federal Savings Bank</p>	<p>A PART OF LOT 1, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N89°15'01"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE TO THE POINT OF BEGINNING A DISTANCE OF 33.74 FEET; THENCE DEFLECTING 00°00'00" ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 4.37 FEET; THENCE DEFLECTING 152°45'16" TO THE RIGHT A DISTANCE OF 46.60 FEET; THENCE DEFLECTING 34°32'10" TO THE LEFT TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID DIERS AVENUE, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, RICHMOND SUBDIVISION, A DISTANCE OF 33.92 FEET; THENCE DEFLECTING 151°00'58" TO THE RIGHT ALONG THE WEST LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 4.12 FEET; THENCE DEFLECTING 28°59'02" TO THE RIGHT A DISTANCE OF 30.95 FEET; THENCE DEFLECTING 34°32'10" TO THE RIGHT A DISTANCE OF 43.33 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS AN AREA OF 155 S.F. OR 0.003 ACRES, MORE OR LESS.</p>	<p>\$2,020.00</p>
<p>West Faidley Medical Center, LLC</p>	<p>A PART OF LOT 13, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13,</p>	<p>\$1,760.00</p>

	<p>RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE S46°07'57"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 28.46 FEET; THENCE DEFLECTING 44°37'02" TO THE RIGHT ALONG SAID EAST LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 32.62 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING 00°00'00" ALONG SAID EAST LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 6.73 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 5.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 22.67 FEET; THENCE DEFLECTING 47°50'46" TO THE LEFT A DISTANCE OF 40.44 FEET; THENCE DEFLECTING 41°23'28" TO THE LEFT A DISTANCE OF 12.74 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT TO A POINT ON THE NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 10.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 4.41 FEET; THENCE DEFLECTING 41°22'39" TO THE RIGHT A DISTANCE OF 54.17 FEET; THENCE DEFLECTING 47°51'35" TO THE RIGHT A DISTANCE OF 16.84 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS AN AREA OF 247 S.F. OR 0.005 ACRES, MORE OR LESS</p>	
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TOTAL TEMPORARY EASEMENT COMPENSATION \$8,570.00

WHEREAS, such Temporary Construction easements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owners for the Temporary Construction easements on the above described tracts of land, in the total amount of \$8,570.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

- 3 -

RaNae Edwards, City Clerk

LEGAL DESCRIPTION-
A PART OF LOT 1, CRANE VALLEY, A SUBDIVISION LOCATED IN THE
W1/2 OF THE NE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M.,
JALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

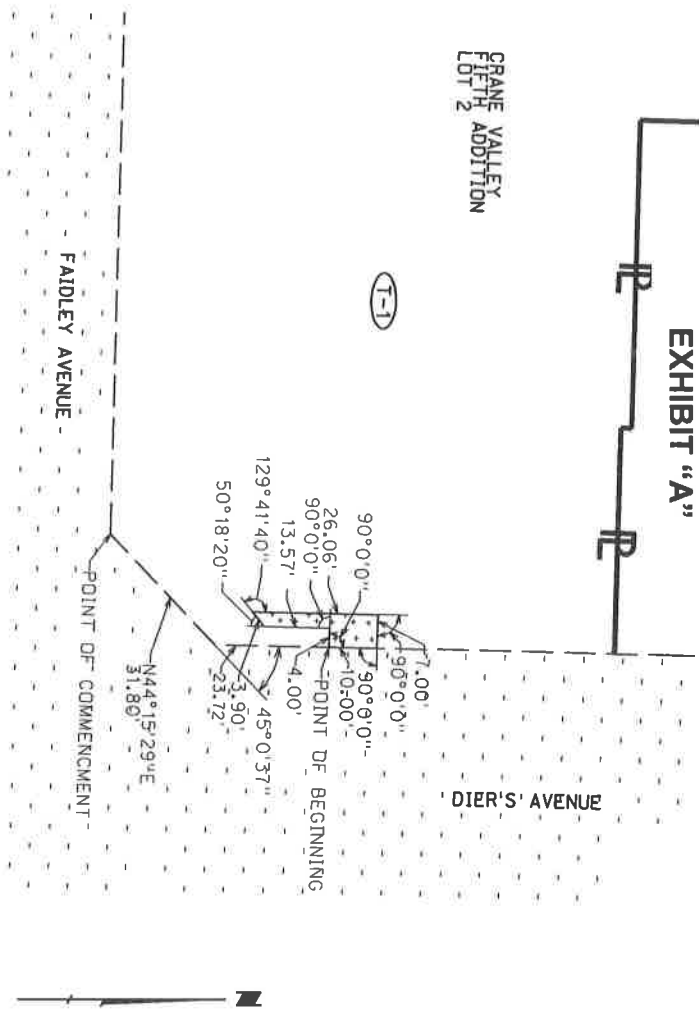
Diagram illustrating the subdivision of Lot 1, Crane Valley, showing the boundaries and dimensions of the various parcels. The diagram includes the following labels and dimensions:

- DIER'S AVENUE** (top boundary)
- CRANE VALLEY LOT 1** (center label)
- FAIDLEY AVENUE** (bottom boundary)
- POINT OF BEGINNING** (location of the starting point of the boundary lines)
- POINT OF COMMENCEMENT** (location of the starting point of the boundary lines)
- Dimensions and Angles:**
 - 88.05'
 - 17°45'11"
 - 50°0'0"
 - 6.00'
 - 8.79'
 - 28.83'
 - 90°0'0"
 - 90°0'0"
 - 4.00'
 - 45.91'
 - 24°32'18"
 - 67.48'
 - 47.04'
 - 38°0'56"
 - 45°0'37"
 - 31.80'
 - N45°45'45"W
 - 32.37'
 - 34°13'53"
 - 90°0'0"
 - 11.21'
 - 2.60'
 - 10.00'
 - 90°0'0"
 - 9.59'
 - 50°0'0"
 - 90°0'0"
 - 30.83'
 - 90°0'0"
 - 30.61'
 - 24°32'18"
 - 19.51'
 - 30.61'
 - 90°0'0"
 - 90°0'0"

DISCRIBED AREA CONTAINS AN AREA OF 1327 S.F. OR 0.03 AC., MORE OR LESS
SCALE 1" = 40'

<div>SCH≡MMER</div> <div>ARCHITECTS ENGINEERS PLANNERS</div>		PROJECT: XXXXXXXXXXXXXXXXXXXX	
		JOB NO: 06541.001	
DATE: 3-17-15	REVISED:	DRAWN: ASB	SHEET NO: 1 OF 1
SHEET TITLE: TEMPORARY EASEMENT, LEGAL DESCRIPTION			

EXHIBIT "A"

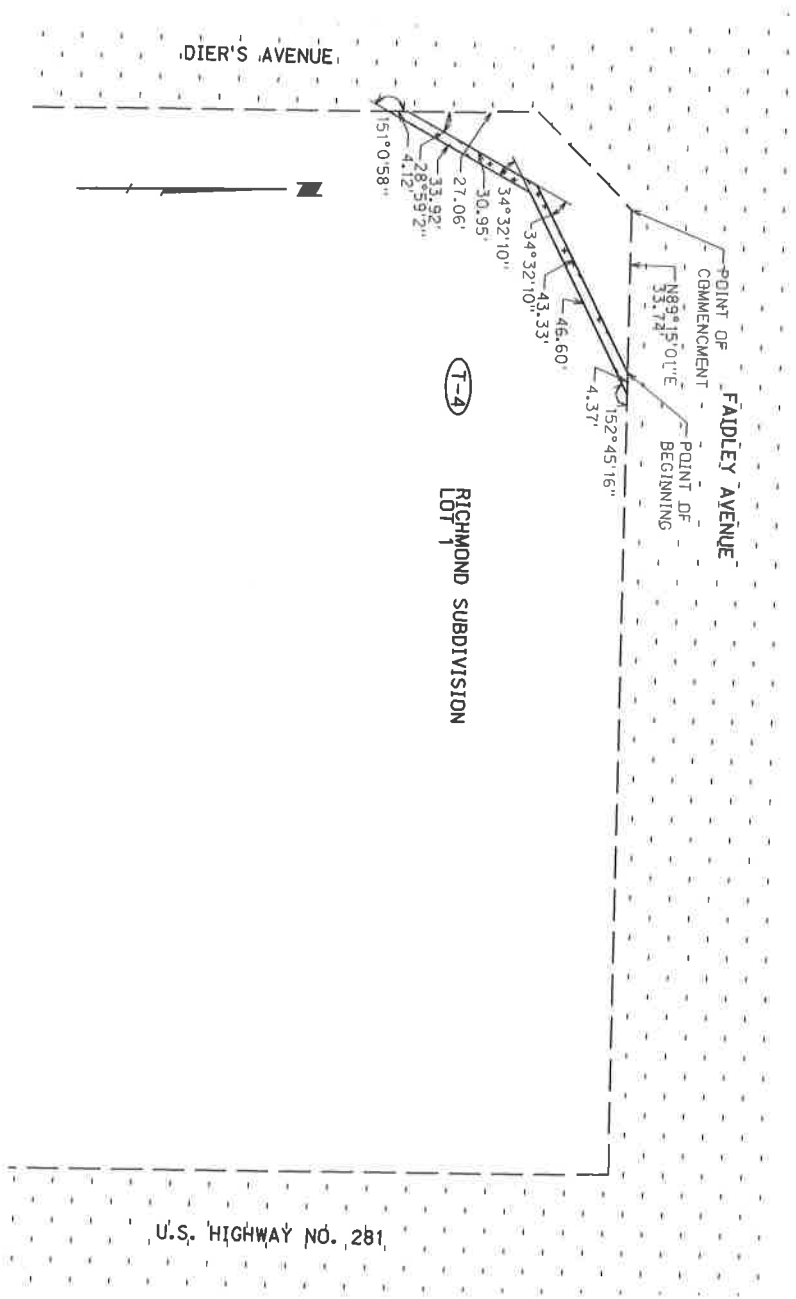


LEGAL DESCRIPTION
A PART OF LOT 2, CRANE VALLEY FIFTH ADDITION, A SUBDIVISION LOCATED IN THE W1/2 OF THE NE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6th P.M., HALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE N44°15'29"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 31.80 FEET; THENCE DEFLECTING 45°00'37" TO THE LEFT ALONG SAID WEST RIGHT-OF-WAY OF DIER'S AVENUE SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, A DISTANCE OF 23.72 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 4.00 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 13.57 FEET; THENCE DEFLECTING 50°18'20" TO THE RIGHT A DISTANCE OF 3.90 FEET; THENCE DEFLECTING 129°41'40" TO THE RIGHT A DISTANCE OF 26.06 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 7.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID EAST LINE OF LOT 2, CRANE VALLEY FIFTH ADDITION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
DISCRIBED AREA CONTAINS AN AREA OF 114 S.F. OR 0.002 AC., MORE OR LESS

SCALE 1" = 40'

<div><div>SCHMEMMER</div><div>ARCHTETS ENGINEERS PLANNERS</div></div>		PROJECT: XXXXXXXXXXXXXXXXXXXX	
		JOB NO: 06541.001	
DATE: 3-17-15	REVISED:	DRAWN: ASB	SHEET NO: 1 OF 1
SHEET TITLE: TEMPORARY EASEMENT, LEGAL DESCRIPTION			



LEGAL DESCRIPTION
A PART OF LOT 1, RICHMOND SUBDIVISION, A SUBDIVISION LOCATED IN THE W1/2 OF THE SE1/4 OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6th P.M., HALL COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE N89°15'01"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE TO THE POINT OF BEGINNING A DISTANCE OF 33.74 FEET; THENCE DEFLECTING 00°00'00" ALONG THE NORTH LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, A DISTANCE OF 4.37 FEET; THENCE DEFLECTING 152°45'16" TO THE RIGHT A DISTANCE OF 46.60 FEET; THENCE DEFLECTING 34°32'10" TO THE LEFT TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID DIER'S AVENUE, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, RICHMOND SUBDIVISION, A DISTANCE OF 33.92 FEET; THENCE DEFLECTING 151°00'58" TO THE RIGHT ALONG THE WEST LINE OF SAID LOT 1, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 4.12 FEET; THENCE DEFLECTING 28°59'02" TO THE RIGHT A DISTANCE OF 30.95 FEET; THENCE DEFLECTING 34°32'10" TO THE RIGHT A DISTANCE OF 43.33 FEET TO THE POINT OF BEGINNING.

DISCRIBED AREA CONTAINS AN AREA OF 155 S.F. OR 0.003 AC., MORE OR LESS

SCALE 1" = 40'

SCHMEMMER		PROJECT: XXXXXXXXXXXXXXXXXXXX	
ARCHITECTS ENGINEERS PLANNERS		JOB NO: 06541.001	
DATE: 3-17-15	REVISED:	DRAWN: ASB	SHEET NO: 1 OF 1
SHEET TITLE: TEMPORARY EASEMENT, LEGAL DESCRIPTION			

The map shows Lot 13, a triangular-shaped lot, situated between Fairley Avenue to the north and Dier's Avenue to the south. The lot is bounded by a line with a bearing of $41^{\circ}23'28''$ and a distance of 54.17'. The boundary with Fairley Avenue has a bearing of $41^{\circ}22'39''$ and a distance of 10.00'. The boundary with Dier's Avenue has a bearing of $47^{\circ}50'46''$ and a distance of 40.44'. The lot is divided into two sections by a line with a bearing of $47^{\circ}51'35''$ and a distance of 3.00'. The section closer to Fairley Avenue has a bearing of $47^{\circ}50'46''$ and a distance of 16.84'. The section closer to Dier's Avenue has a bearing of $47^{\circ}51'35''$ and a distance of 22.67'. The lot is also bounded by a line with a bearing of $49^{\circ}37'21''$ and a distance of 28.46'. The lot is labeled 'LOT 13' and 'RICHMOND SUBDIVISION'. A north arrow is located in the upper right corner. The map is identified as 'T-2'.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13, RICHMOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FAIDLEY AVENUE AND THE WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE; THENCE S46°07'57"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 28.46 FEET; THENCE DEFLECTING 44°37'02" TO THE RIGHT ALONG SAID EAST LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 32.62 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING 00°00'00" ALONG SAID EAST LINE OF LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF DIER'S AVENUE, A DISTANCE OF 6.73 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 5.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT A DISTANCE OF 22.67 FEET; THENCE DEFLECTING 47°50'46" TO THE LEFT A DISTANCE OF 40.44 FEET; THENCE DEFLECTING 41°23'28" TO THE LEFT A DISTANCE OF 12.74 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT TO A POINT ON THE NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAILEY AVENUE, A DISTANCE OF 10.00 FEET; THENCE DEFLECTING 90°00'00" TO THE RIGHT ALONG SAID NORTH LINE OF SAID LOT 13, RICHMOND SUBDIVISION, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF FAILEY AVENUE, A DISTANCE OF 4.41 FEET; THENCE DEFLECTING 41°22'39" TO THE RIGHT A DISTANCE OF 54.17 FEET; THENCE DEFLECTING 47°51'35" TO THE RIGHT A DISTANCE OF 16.84 FEET; THENCE DEFLECTING 90°00'00" TO THE LEFT A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

DATE: 3-17-15		REVISED:	PROJECT: XXXXXXXXXXXXXXXXXXXX	
			JOB NO: 06541.001	
		DRAWN: ASB	SHEET NO: 1 OF 1	
SHEET TITLE: TEMPORARY EASEMENT, LEGAL DESCRIPTION				



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-21

#2016-144 - Approving Section 125 Cafeteria Plan Renewal

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: June 14, 2016

Subject: Proposed Approval of Section 125 Cafeteria Plan Renewal

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island provides a section 125 cafeteria plan to its employees. A Cafeteria Plan is a reimbursement plan governed by IRS Section 125 which allows employees to contribute a certain amount of their gross income to a designated account or accounts before taxes are calculated. The City currently utilizes TASC as the third party administrator (TPA) of the cafeteria plan. TASC processes claims and performs other administrative services in accordance with the service contract. TASC has been the TPA for the City since 2010.

Discussion

Administration is proposing a one year renewal of the Section 125 administration fees with TASC. The current rate of \$3.66 per enrollee will remain unchanged for the January 1, 2017 plan year. The annual compliance renewal fee will be waived for the plan year.

TASC continues to offer satisfactory performance and competitive pricing. A one year renewal will offer the flexibility to consider a future RFP process if necessary. TASC's offer to continue the current fees into the next plan year will result in no budgetary increases.

Please find included with this memo the proposed renewal letter and the original contract for reference.

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 Section 125 Cafeteria Plan renewal.

Sample Motion

Move to approve the Section 125 Cafeteria Plan renewal.



1219 W 2nd Street
Grand Island NE 68801
Phone: (308) 384-8700
Fax: (308) 384-4603



March 22, 2016

REVISED-2 (from earlier renewal offer dated 2-15-16)

Tami Herald
City of Grand Island
P O Box 1968
Grand Island NE 68802

copy

RE: Section 125 Administration Fees

Dear Tammi,

This letter is to notify the City of Grand Island that TASC will again renew your Section 125 Administration fees at the current rate of \$3.66 per enrollee, (including terminated employees and run-out status), for the 1-1-17 plan year.

The Annual Compliance Renewal fee will be **WAIVED** due to enrollment in the TASC FMLA program.

This renewal offer is made in lieu of a 3-year contract.

The signature below by the City confirms this renewal offer.

Thank you.

J.J. Green

J.J. Green
TASC Wholesale Provider
Primark Insurance Agency

X

Name: Aaron Edlund

Date: 04/07/2016



Premium Services Explanation of Services (EOS) Agreement

This Explanation of Services document constitutes an Agreement between the Recipient of the Service and Total Administrative Services Corporation (TASC) with regard to the elected Premium Service(s) as described below. This Agreement outlines the terms, expectations and conditions of each elected Premium Service as it applies to your Plan on or after the effective date.

RECIPIENT OF SERVICE

COMPANY: City of Grand Island
CLIENT CONTACT:
ADDRESS:
CITY, STATE, ZIP CODE:
SERVICE START DATE: 01/01/10
IDENTIFICATION NUMBER: PS1601
DIVISION: Flex-FP

ELECTION: Administering Run Out Period from a Previous TPA

SERVICE DESCRIPTION:

Client may request for TASC to administer their Run-Out Period from their Previous TPA

SERVICE EXPECTATIONS:

- TASC will be responsible for the creation of an excel spreadsheet for the transfer of Participant information
- TASC will be responsible for the data entry of the Participants information
- TASC will not be responsible for any incorrect or missing data that was supplied via the excel spreadsheet
- TASC will be responsible for the payment of claims through out the Run Out Period
- TASC will be responsible for completing a Forfeiture on the account once the Run-Out Period has been completed
 - A detailed Participant report will be provided
- TASC will be responsible for administering the Run-Out Period from 01/01/10 through 03/31/10

CUSTOMER CONDITIONS:

- Client will be responsible for e-mailing TASC the completed excel spreadsheet to Premium_Services@tasconline.com
- Client will be responsible for notifying all Participants of said changes
- Client will be responsible running a Black Out Period for one week while the data transfer is completed
- Client will be responsible for all incorrect or missing data that was supplied on the excel spreadsheet
- Client will be responsible for sending TASC a check for the total amount of funds to be administered during the Run-Out Period
- Client will be responsible for payment of all fees per TASC standard billing practices

FEES & INVOICING TERMS:

Total charges for this elected service: \$1.50 per participant per month

PAYMENT:

As indicated on the Bid Request document payment due upon acceptance of agreement, all normal, total charges for the above Service are payable in One installment(s), per TASC's standard billing practices. (Example: Annually would be 1 installment.)

SIGNATURES:

Customer

Signature of Authorized Representative: Margaret Hornady
Print Name: Margaret Hornady
Title: Mayer
Date: October 13, 2009

TASC

Signature of Authorized Representative

Samantha Ligocki

Print Name

Premium Services Specialist

Title

09/28/09

Date

TC-3593-091504 Pg 2

AGREEMENT

Customer hereby adopts and establishes the following premium services, herein referred to as TASC Premium Services. The executed agreement includes pages 1 and 2. This Agreement between the parties is the complete and exclusive statement of the terms of the contract. No prior proposals, statements, or course of dealing will be part of any Agreement. The Agreement may be entered into and modified only in writing and signed by authorized representatives of each party. These terms and conditions apply to Premium Service(s) provided to the Recipient by TASC's Customer Service department. The above elected service will be provided to the named Recipient of Service, and any additional authorized individuals as stated in writing by the Recipient. At all times TASC Premium Services may be subject to direction and instruction from the employer.

RENEWAL

This agreement will automatically renew based on the service period of the Premium Service election. If the Recipient wishes to cancel the Premium Service, such cancellation must be made in writing to TASC's Premium Service department.

CONFIDENTIALITY

TASC will keep confidential any information shared with TASC in fulfillment of a specific request based on the Premium Service elected.

ERRORS AND OMISSIONS

In the event of an error or omission in the course of administering the elected services on behalf of the employer and participating employee, TASC will notify and remedy the error or omission within a reasonable period following the error or omission. The employer and employee agree to TASC's procedures for correcting, and any error does not constitute an assumption of liability on behalf of TASC.

ADMINISTRATION FEES

A Premium Service fee will be paid directly to TASC. Fees are subject to change and are to be submitted as outlined in the Fees & Invoicing Terms and Payment sections above.

TERMINATION

Upon and after the expiration or termination of this Agreement, the rights granted to the employer pursuant to this Agreement shall revert back to TASC. Within 20 days after termination or expiration of this Agreement the employer shall return to TASC any and all materials regarding TASC Premium Services. In addition, the employer shall refrain from any further direct or indirect use of or reference to TASC Premium Services.

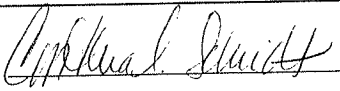
Please sign and return this Explanation of Service (EOS) document, along with the applicable fees to:

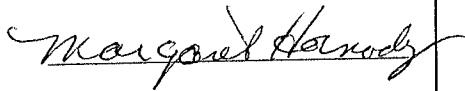
Total Administrative Services Corporation
Attn. Premium Services
P.O. Box 14629
Madison, WI 53708
Fax: 608-661-9602

Letter of Agreement

Between: TASC and City of Grand Island
Draft Date: 10-12-2009

- This Letter of Agreement between TASC and City of Grand Island will stand as an addendum to the TASC Standard Service Level Agreement and Premium Services Agreement. Any areas not on this letter of agreement as amended shall stand as outlined in the Service Level Agreement and Premium Services Agreement.
- Section: Terms of Payment the agreement states "Where applicable, funds attributed to reimbursement checks not presented for payment within 90 days of the end of the Plan Year shall be retained by the Agent as a supplemental fee used to defray administration costs."
AMENDED: Any funds not submitted for payment in 90 days be returned voided and returned at the year end forfeiture process and can be used along with any other potential unused employee elections to help defray costs.
- Section: Final Statement of the Service Agreement states, "The information in this communication is confidential and may only be used by the authorized recipient for its intended purpose. Any other use or disclosure is prohibited."
AMENDED: All records, other than those protected by HIPAA, ERISA, or Other Governing Privacy and Protection Laws related to the plan between TASC and City of Grand Island can be made public per the City's Public Record Policy.
- Section: Premium Services for the Grace Period and Run Out of the current plan year ending 12-31-09. On the second page states that the renewal will be automatic based on the service period of the Premium Service election.
AMENDED: This is a one time 90 day period election, this will not renew. This does not apply for the agreement between TASC and City of Grand island.

Signed: 
Printed Name: Cynthia L. Schmit
Date: 10/12/09
Representing: TASC

Signed: 
Printed Name: Margaret Hornady
Date: October 13, 2009
Representing: City of Grand Island, NE

*DMS 10-12-09
Approved*



Letter of Explanation and Services

Between: TASC and City of Grand Island
Draft Date: 10-12-2009

- This Letter of Agreement between TASC and City of Grand Island will stand as a reference to questions and service explanations needed as part of the overall agreement of service with TASC.
- Section: II under Governing Law it states that "This agreement will be governed under the laws of the State of Wisconsin"
QUESTION: The City would like to know what this means to them?
RESPONSE: This means that we are governed by all laws and rules under the State of Wisconsin. We must be licensed and bonded to do business as a TPA in Wisconsin (this is not the case for all states – some do not regulate or license TPA's).
RESULT: For the purpose of the service agreement between TASC and City of Grand Island, Nebraska, any interpretations thereof or dispute resolutions shall be governed by the laws of the State of Nebraska. TASC must still be licensed and bonded to do business as a TPA as governed by the laws of the State of Wisconsin

Signed:	<u>Cynthia L. Schmidt</u>
Printed Name:	<u>Cynthia L. Schmidt</u>
Date:	<u>10/12/09</u>
Representing:	<u>TASC</u>

Signed:	_____
Printed Name:	_____
Date:	_____
Representing:	_____



Please fill in your Client Name and 12 digit TASC Client ID and
Sign and fax all pages of the agreement to 608-245-3623

CLIENT NAME: City of Grand Island
CLIENT ID: 4,1,0,2 - 0,6,7,6 - 3,3,2,8

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made this 23 day of February, 2010, by and between City of Grand Island ("Covered Entity") and Total Administrative Services Corporation, a Wisconsin corporation ("Business Associate").

RECITALS

WHEREAS, Covered Entity is a group health plan ("Plan") and wishes to engage the services of Business Associate with respect to certain administrative aspects of the Plan as more specifically set forth in a Service Level Agreement ("SLA");

WHEREAS, Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the SLA, some of which may constitute Protected Health Information ("PHI") (defined below).

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the SLA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

The general terms and conditions attached hereto are incorporated herein and deemed part of this Agreement.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:
**TOTAL ADMINISTRATIVE
SERVICES CORPORATION**

By: Margaret Hornady
Print Name: Margaret Hornady
Title: Mayor 2-23-10

By: Brad Hoffman
Print Name: Brad Hoffman
Title: Director - Customer Service

MS 2-18-10


TERMS AND CONDITIONS

1. Definitions

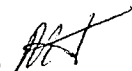
- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall mean Total Administrative Services Corporation.
- c. **Covered Entity** shall mean the party identified above.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information** or **PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the SLA and as permitted under the SLA and this Agreement. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the SLA and as permitted under the SLA and this Agreement. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].



- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the SLA.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the SLA or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity any access, use or disclosure of Protected Information not permitted by the SLA and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by subparagraph d above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)].
- g. **Access to Protected Information.** Within thirty (30) days of receiving a written request from Covered Entity, Business Associate shall make Protected Information maintained by Business Associates or its agents or subcontractors in Designated Record Sets available to Covered Entity, in reasonable time and manner, for inspection and copying to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Business Associate or its agents or subcontractors shall, in a reasonable time and manner, make Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of the request. Any approval or denial of an amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Business Associate and its agents or subcontractors shall, in a reasonable time and manner, make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(c). In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward it to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph i shall survive the termination of this Agreement.
- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of



determining Business Associate and/or Covered Entity's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)].

- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate and Covered Entity acknowledge and agree that the definition of "minimum necessary" is in flux and shall keep themselves informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Notification of Breach.** During the term of the SLA, Business Associate shall notify Covered Entity, as soon as practicable after discovery, of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware.
- m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if Business Associate knows or learns of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the SLA, this Agreement or other arrangement, Business Associate shall take reasonable steps to cure the breach or end the violation or cause Covered Entity to cure the breach or end the violation. If the steps are unsuccessful, Business Associate is legally obligated to terminate the SLA or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. Notwithstanding anything to the contrary in the SLA, Business Associate shall not be liable for any damages suffered by Covered Entity as a result of the termination of the SLA to satisfy this obligation.

3. **Obligations of Covered Entity.** Covered Entity shall promptly notify Business Associate, in writing and in a timely manner, of any of the following:

- a. Changes in the form of notice of privacy practices ("NPP") that Covered Entity provides to individuals pursuant to 45 C.F.R. Section 164.520, and provide Business Associate a copy of the NPP currently in use.
- b. Changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals pursuant to 45 C.F.R. Sections 164.506 or 164.508.
- c. Any arrangements permitted or required of Covered Entity that may impact in any manner the use and/or disclosure of Protected Information by Business Associate under the SLA or this Agreement, including but not limited to, restrictions on use and/or disclosure of Protected Information as provided for in 45 C.F.R. Sections 164.522.

4. **Termination**

- a. **Material Breach.** In the event that Covered Entity determines Business Associate has materially breached this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within a reasonable time, Covered Entity may terminate this Agreement. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Contract for any reason, Business Associate shall, to the extent feasible, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Business Associate, Business Associate shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)].

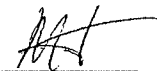
5. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the SLA or this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Business Associate, Covered Entity agrees to promptly, and in no case later than thirty (30) days from Business Associate's request, enter into an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws.

6. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. **Effect on SLA.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all terms of the SLA shall remain in force and effect.

8. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

9. **Counterparts.** This Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

A handwritten signature in black ink, appearing to be 'MT', is written over a horizontal line.

RESOLUTION 2016-144

WHEREAS, the City provides a section 125 cafeteria plan for its employees, as authorized by the City of Grand Island Personnel Rules and Regulations and federal regulations; and

WHEREAS, TASC is the Third Party Administrator for the City's cafeteria plan; and

WHEREAS, the City's cafeteria plan is administered by TASC for a fee of \$3.66 per enrollee and this fee will remain the same for the duration of a one year renewal period beginning January 1, 2017; and

WHEREAS, TASC will waive the annual compliance renewal fee for the January 1, 2017 plan year.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of TASC is hereby approved for third party administrator services to assist in the administration of a Section 125 Cafeteria Plan.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-22

#2016-145 - Approving Dental Plan Renewal

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: June 14, 2016

Subject: Approval of Dental Benefits

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island provides dental benefits to its employees. The City has a self-funded plan. The plan premiums are used to pay claims. The City currently utilizes Delta Dental as the third party administrator (TPA) of the plan. Delta processes claims and performs other administrative services in accordance with the service contract. Delta has been the TPA for the City since 2010.

Discussion

Administration is proposing a three year renewal of the plan administration fees with Delta Dental. The proposed Administrative Services Only (ASO) fee would be \$4.23 per employee per month (PEPM). This would be an increase from the current ASO fee of \$3.85 PEPM. The current ASO fee has not increased in the six years with Delta. Administration's review the experience period finds the proposed increase to be appropriate.

Delta continues to offer satisfactory performance and competitive pricing. Delta also offers a large network of providers to service our employees.

Please find included with this memo the proposed renewal letter and the original contract for reference.

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 dental plan renewal.

Sample Motion

Move to approve the dental plan renewal.



April 26th, 2016

Mr. Aaron Schmid
City of Grand Island
100 East 1st St.
Grand Island, NE 68001

RE: Group Contract: #979651
 Contract Renewal Date: October 1, 2016
 Contract Term: **36 Months**

Dear Mr. Schmid:

Delta Dental of Nebraska has been pleased to provide dental benefits to your employees under your current dental contract. We propose to renew the attached Group Dental Contract for the above noted Contract Effective Date on the same terms and conditions now in effect with the monthly rates **increasing to \$4.23 per employee per month.**

Payment of your **October 2016** bill constitutes acceptance of this renewal offer. If you do not intend to renew, our contract requires **written notice fifteen days** prior to the effective date of renewal.

If you have any questions about this renewal, please contact your broker or myself at 402-397-4878 or 800-736-0710.

Sincerely,

Bob Jones

Barbara Jensen
District Manager

Agreed to and accepted by:

cc: Cal Strong

City of Grand Island _____ Date _____

DELTA DENTAL OF NEBRASKA
A Nebraska Non-Profit Health Service Corporation

GROUP DENTAL PLAN CONTRACT
ADMINISTRATIVE SERVICES ONLY

SECTION 1
Declarations

1.01 GROUP SUBSCRIBER PAYMENTS:

- (A) The payment required by the Group Subscriber to be made to Delta shall be the following:
1. Claim Payments: Delta will generate a claim billing statement on the first business day of each week that will reflect claim payments made by Delta during the preceding week. Each claim billing statement shall be paid within four (4) business days of notification of the charges incurred.
 2. Administrative Fee: The payment required by the Group Subscriber to Delta as compensation for administration of the dental program shall be the sum of \$(FEE) per employee per month [(PERCENT)% of paid claims for covered dental services]. Delta will generate the administrative fee bill with the last weekly claim billing statement in a calendar month. Payment for the administrative fee shall be submitted to Delta within four (4) business days of notification of the charges incurred.
 3. In the event that any governmental unit shall impose any new tax or assessment not now in effect, which is measured directly by the payments made to Delta by the Group Subscriber pursuant to the Contract, or in the event that the rate of any such tax or assessment now in effect should thereafter be increased, the amount which Delta is authorized to charge pursuant to this paragraph shall be increased by the amount of such new tax or assessment, which is directly applicable to such payments by the Group Subscriber under this Contract.
- (B) In the event of Contract termination or non-renewal, Delta may continue, for a period of six months beyond the termination date (the "Run-Out Period"), to make payments for, and the Group Subscriber agrees to be liable for, dental services performed prior to the termination date but paid by Delta after the termination date. All of the other terms of this Contract will apply to these post-termination services. The Administrative Fee payment by Group Subscriber to Delta during the Run-Out Period shall be the Administrative Fee as stated in paragraph 1.01(A), converted to a percentage of paid claims.
- (C) Upon the Group Subscriber's declaration of bankruptcy or if at any time that the Group Subscriber Payments referenced in Section 1.01(A) are more than ten (10) calendar days in arrears, Delta may, in its sole discretion:
1. Require any payments from the Group Subscriber to be made by wire transfer or by Delta initiated automatic clearing house ("ACH"); or
 2. Require that the Group Subscriber make an advance deposit to Delta in the amount of two (2) weeks estimated Claim Payments. Such deposit will be utilized to secure late Claim Payments made by Delta should the Group Subscriber fail to pay the Claim Payments as required by 1.01(A). Such deposit will be replenished by the Group Subscriber in an amount equal to each payment made by Delta from the deposit, immediately at Delta's request. If Group Subscriber fails to make such deposit or fails to replenish such deposit at Delta's request, Delta's obligations under this paragraph will terminate.

1.02 OPEN ENROLLMENT

The Open Enrollment under this Contract shall be held annually.

1.03 PERFORMANCE GUARANTEE

The Performance Guarantee, attached hereto and incorporated herein as Exhibit B, establishes the risk pool at _____% of annual administrative fee for calendar year 2005.

SECTION 2

Definitions

The following terms, words and phrases shall, for purposes of this Contract be defined as follows:

- 2.01 **"Applicable Percentage"** The level specified in the Dental Benefit Plan Summary under the Benefits Schedule which will be applied to the Plan's Payment Obligation to determine Delta's benefit obligation with respect to any covered Dental Procedure.
- 2.02 **"Attending Dentist Statement" or "Claim Form"** The written document required to be submitted to Delta to substantiate any claim under this Contract for dental care and treatment performed or to be performed on a Covered Person.
- 2.03 **"Continuation of Coverage Qualifying Event"** The happening of certain events such as employment termination, divorce, death of an eligible employee and other events specified in the Dental Benefit Plan Summaries ["Continuation of Coverage"] the occurrence of which may entitle an Eligible Employee and his or her Eligible Dependents to continue coverage under this contract.
- 2.04 **"Contract Date"** The date set forth on the Signature page upon which this Contract becomes effective.
- 2.05 **"Contract Documents"** All written documents comprising this Contract between the Group Subscriber and Delta including the Signature page, the Declarations page and the other documents listed and described on the Signature page and any amendments or addendums to this Contract entered into and signed by the Group Subscriber and Delta on or after the Contract Date.
- 2.06 **"Contract Term"** The period of time set forth on the Signature page which specifies the length or duration of this Contract.
- 2.07 **"Coverage Year"** The 12-month period of time as set forth in the Dental Benefit Plan Summary during which applicable Contract deductibles and maximums will apply for each Covered Person.
- 2.08 **"Deductible"** That amount of the Plan's Payment Obligation specified in the Dental Benefit Plan Summary under Deductible for which Delta will not make any benefit payment.
- 2.09 **"Delta"** Delta Dental of Nebraska, a Nebraska non-profit health service plan corporation which maintains its principal place of business at Atrium Executive Square, 11235 Davenport Street, Suite 105, Omaha, NE 68154.
- 2.10 **"Dental Service," "Dental Services," and "Dental Procedures"** The providing of dental care or treatment by a Dentist to a Covered Person while this Contract is in effect provided that such care or treatment is recognized by Delta as a generally accepted form of care or treatment according to prevailing standards of dental practice.

- 2.11 **"Dentist"** A doctor of dentistry duly licensed and registered to practice the profession of dentistry and whose license is in good standing with the appropriate licensing or governing body of the State of Nebraska, any other state of the United States, a territory of the United States, a foreign country or other similar jurisdiction.
- 2.12 **"Group Dental Plan Contract," "This Contract" and "Contract"** The written agreement between the Group Subscriber and Delta consisting of the Signature page, the Declarations page and those additional Contract Documents listed and described on the Signature page.
- 2.13 **"Group Subscriber"** The party to this Group Dental Plan Contract with Delta and identified as such on the Signature page.
- 2.14 **"Group Subscriber Payments"** The payment obligation of the Group Subscriber as specified in Section 1.01 or as referenced in Section 3.04.
- 2.15 **"Maximum Amount Payable"** Delta Dental's Maximum Amount Payable is a schedule of fixed dollar maximums established solely by Delta Dental for dental services provided by a licensed dentist who is a Delta Dental Premier dentist.
- 2.16 **"Open Enrollment"** The period of time or dates set forth in paragraph 1.02 during which an Eligible Employee may elect, while this Contract is in effect, to add coverage under this Contract for him or herself, or his or her Dependents.
- 2.17 **"Other Coverage"** The coverage provided by any other organization subject to regulation by insurance law or by insurance authorities of this or any other state of the United States or any province of Canada, by any other medical, dental or hospital service organization, or by similar plan or by union welfare plans, or employee or employer benefit organizations or by health maintenance organizations, preferred provider organizations or exclusive provider organizations providing benefits of any kind for dental procedures or services. "Other Coverage" excludes group hospital indemnity policies of \$100 per day or less, student accident policies and individual dental payment plans or policies.
- 2.18 **"Participating Dentist"** A Dentist who has signed and filed a participating and membership agreement with his/her local Delta Dental Plan which is in effect at the time any provision of this Contract becomes applicable. The dentist has agreed to accept Delta Dental's Maximum Amount Payable as payment in full for covered dental care.
- 2.19 **"Plan Payment Obligation"** Claim payments are based on the Plan's Payment Obligation which is the highest fee amount Delta Dental approves for dental services provided by a dentist to a Delta Dental covered patient. The Plan Payment Obligation for Delta Dental Premier dentists is the lesser of: (1) The fee pre-filed by the dentist with their Delta Dental organization; (2) The Maximum Amount Payable as determined by Delta Dental; (3) The fee charged or accepted as payment in full by the Delta Dental Premier dentist regardless of the amount charged.

The Plan Payment Obligation for Delta Dental PPO dentists is the lesser of: (1) The fee pre-filed by the dentist with their Delta Dental organization; (2) The Delta Dental PPO Maximum Amount Payable as determined by Delta Dental; (3) The fee charged or accepted as payment in full by the Delta Dental PPO dentist regardless of the amount charged.

The Plan's Payment Obligation for nonparticipating dentists is the treating dentist's submitted charge or the Table of Allowances established solely by Delta Dental, whichever is less.

All Plan Payment Obligations are determined prior to the calculation of any patient co-payments and deductibles as provided under the patient's Delta Dental program.

- 2.20 **"Pretreatment Estimate"** The Pretreatment Estimate is a valuable tool for both the dentist and the patient. Submission of a Pretreatment Estimate, allows the dentist and the patient to know what benefits are available to the patient before beginning treatment. The Pretreatment Estimate outlines the patient's responsibility to the Participating Dentist with regard to co-payments, deductibles and non-covered services and allows the dentist and the patient to make any necessary financial arrangements before treatment begins. This process does not prior authorize the treatment nor determine its dental or medical necessity. The estimated Delta Dental payment is based on the patient's current eligibility and current available contract benefits. The subsequent submission of other claims, a change in eligibility, a change in the contract coverage or the existence of other coverage may alter the Delta final payment amount as shown on the Pretreatment Estimate form.
- 2.21 **"Table of Allowances"** A schedule of fixed dollar maximums established by Delta Dental for services rendered by a licensed dentist who is a nonparticipating dentist.
- 2.22 **"Treatment Plan"** A written outline of the planned program of dental care and treatment performed or to be performed on a Covered Person by a Dentist after examination of the Covered Person and submitted on a form acceptable to Delta and with such documentation as may be required by Delta.
- 2.23 **"Delta Dental PPO Dentist"** A dentist who has signed and filed with Delta Dental a Delta Dental PPO Agreement which is in effect at the time any provision of this Group Dental Contract becomes applicable with respect to the provision of any dental service for which payment is claimed under this Group Dental Contract.
- 2.24 **"Delta Dental PPO Maximum Amount Payable"** is a schedule of fixed dollar maximums established solely by Delta Dental for dental services provided by a licensed dentist who is a Delta Dental PPO dentist.

SECTION 3

General Terms

- 3.01 **Purpose:**
To set forth in writing the obligations between the Group Subscriber and Delta and to define the contractual benefits for Dental Procedures performed by Dentists on Covered Persons while this Contract is in effect.
- 3.02 **Effective Date:**
This Contract takes effect on the Contract Date as shown on the Signature page and all contract years and months will be determined by reference to the Contract Date. This Contract will continue in effect for the Contract term specified on the Signature page.
- 3.03 **Contract Renewal:**
This Contract will automatically renew upon expiration of the Contract Term for successive one (1) year Contract Terms subject to the right of either Delta or the Group Subscriber to terminate or elect not to renew as hereinafter provided. All renewals will be subject to any amendments to this Contract mutually agreed upon by Delta and the Group Subscriber. If either Delta or the Group Subscriber elects as of any contract renewal date not to renew this Contract for a succeeding one (1) year term, notice of such election shall be given to the other party in writing at least thirty (30) days prior to such renewal date.
- 3.04 **Payment Determination and Remittance:**
A. The Group Subscriber Payments specified in Section 1, paragraph 1.01 which are applicable as of the Contract Date shall apply throughout the initial Contract Term beginning with the effective date of this Contract. Delta reserves the right to change the Group Subscriber

Payments applicable to any succeeding 12 month period after expiration of the initial Contract Term. For each Contract Term subsequent to the initial Contract Term the Group Subscriber Payments shall be such amounts as are determined solely by Delta. Delta shall not increase the Group Subscriber Payments unless it gives written notice of any such increase to the Group Subscriber at least _____ (_____) days prior to the renewal date on which a subsequent Contract Term commences.

- B. If this Contract ceases to be effective for any reason and Delta and the Group Subscriber desire to continue coverage until completion of negotiations and signing of a new or renewal Contract between Delta and the Group Subscriber or, if the parties specifically agree in writing to continue coverage as provided for in the Contract, or if the Group Subscriber continues to make the Group Subscriber Payments after a contract termination and Delta in its sole discretion decides to accept such Group Subscriber Payments and notifies the Group Subscriber in writing at any time after termination of the Contract; then, in such event, the last Contract in effect between Delta and the Group Subscriber shall continue in force on an interim month-to-month basis except that the Group Subscriber Payments to be made shall be in an amount equal to the actual claims incurred by Delta under this Contract plus an Administrative Fee as compensation for administration of the dental program, with such administrative fee amount to be agreed upon in writing between Delta and the Group Subscriber. At Delta's option, the Claim Payments shall be made in advance by the Group Subscriber on a month-to-month basis to Delta based upon Delta's estimate and thereafter adjusted monthly after computation by Delta of the actual amount of monthly claims incurred.

SECTION 4

Contract Termination

4.01 By the Group Subscriber. This Contract may be terminated by the Group Subscriber:

- A. By written notice received by Delta at least thirty (30) days prior to the expiration of the Contract Term specified on the Signature page of this Contract in the event Delta has proposed a rate increase for renewal as specified in Section 3, paragraph 3.04(A).
- B. With respect to an interim month-to-month Contract referenced in Section 3, paragraph 3.04(B) upon written notice received by Delta at least thirty (30) days prior to the effective date of such termination.
- C. Upon advance written notice received by Delta at least thirty (30) days prior to the expiration of a Contract Term or any renewal or extension thereof.

4.02 By Delta:

- A. Upon the failure of the Group Subscriber to remit or otherwise pay to Delta any Group Subscriber Payment referenced in Section 1.01 and required under this Contract, by the end of the calendar month in which such amount was billed. Termination under this provision by Delta shall be effective on the last date through which the Group Subscriber has paid the applicable Group Subscriber Payments.
- B. With respect to an interim month-to-month Contract as provided in Section 3, paragraph 3.04(B), upon written notice received by the Group Subscriber at least thirty (30) days prior to the effective date of such termination.
- C. Upon thirty (30) days advance written notice by Delta to the Group Subscriber prior to the end of any Contract Term or renewal or extension thereof.

4.03 By the mutual written consent of Delta and the Group Subscriber.

SECTION 5
Clerical Error

- 5.01 The coverage of any person who would otherwise qualify as a Covered Person under this Contract but for the existence of clerical error shall not be prejudiced through such clerical error on the part of either the Group Subscriber or Delta. However, if such clerical errors are discovered to have resulted in a reduction or nonpayment of applicable Group Subscriber Payments to Delta which would otherwise have been payable, remittance of such Group Subscriber Payments shall be made by the Group Subscriber to Delta and conversely, if such clerical error is found to have resulted in an overpayment by the Group Subscriber to Delta, adjustment of such overpayment shall be made by Delta where applicable. Delta shall not be required to accept retroactive notification of clerical errors submitted by the Group Subscriber to Delta more than 90 days after the effective date of such coverage.

SECTION 6
Retroactive Enrollment

- 6.01 Delta shall not be required to accept retroactive notification of eligibility changes submitted by the Group Subscriber to Delta more than 90 days after the effective date of such change.

SECTION 7
Continuation of Coverage

- 7.01 Each Eligible Employee and each Eligible Dependent may continue this coverage if current coverage ends because of the Qualifying Events as listed in the Dental Benefit Plan Summary. Each person who desires to continue coverage must be covered before the Qualifying Event occurs in order to continue coverage. In all cases, continuation of coverage ends if the group contract ends or the required charges are not paid when due. See the Dental Benefit Plan Summary for a list of Qualifying Events, Persons Eligible for Continuation and Maximum Continuation Periods.

SECTION 8
Further Responsibility Accepted by the Parties

- 8.01 **The Group Subscriber agrees:**
- A. To furnish Delta with Enrollment Data on a form supplied by Delta.
 - B. To provide information to all of its Eligible Employees as to the existence and terms of this Contract and to distribute to Eligible Employees Delta's standard descriptive brochure or standard dental benefit plan summary of benefits as prepared or approved by Delta.
 - C. To notify Covered Persons of their responsibility to:
 - 1. Notify their Dentist at the time of their first appointment that they are covered under this Contract;
 - 2. To provide their Dentist with group identification and the Eligible Employee's identification number;
 - 3. To request the Dentist to submit a Claim Form or Pretreatment Estimate to Delta on a form acceptable to Delta.
 - D. To require Covered Persons to furnish notice of claims and submit Claim Forms as required by Delta in the event the Dentist fails or refuses to submit the required Claim Forms to Delta.
 - E. To permit Delta (upon reasonable notice) to inspect the records of the Group Subscriber in order to verify the accuracy of the Enrollment Data and Group Subscriber Payments provided or submitted to Delta.

- F. To furnish notification of all persons electing Continued Coverage under Section 7, the dates of their elections, projected termination dates and, if applicable, the identification number of the Eligible Employee who previously entitled that person to coverage as a "Covered Person" prior to the occurrence of a Qualifying Event.

8.02 Delta agrees:

- A. To encourage Participating Dentists to submit a Pretreatment Estimate request prior to the rendition of high cost dental treatment.
- B. When a Pretreatment Estimate is submitted prior to rendition of dental care and treatment, to advise the Participating Dentist of the estimated amount of the Plan's Payment Obligation payment pursuant to the submitted Pretreatment Estimate; and to review to the extent deemed necessary and appropriate by Delta in order to ascertain the extent to which the submission of Pretreatment Estimates provides covered benefits.
- C. To pay on receipt of the Claim Form to Participating Dentists that part of the Plan Payment Obligation for completed dental care and treatment based on the benefits to which the Covered Person is entitled under this Contract.
- D. To pay to Covered Persons on receipt of the Claim Form in all cases not covered by (C), above, an amount based on a Table of Allowances established solely by Delta, but not more than the actual charges for such completed dental care and treatment.
- E. To make periodic sample reviews, when deemed necessary and advisable by Delta of the Claim Forms and Pretreatment Estimate for which benefits have been paid or approved under this Contract in order to ascertain whether the allowance of benefits under this Contract are considered generally accepted forms of dental care and treatment and are prevailing standards of dental practice.
- F. To coordinate the benefits payable under this Contract when required.
- G. To terminate, suspend or place in a probationary status the participation agreement of any member Dentist who in the exclusive discretion of Delta violated the provisions of the Dentist Membership and Participation Agreement, fails to conduct his or her practice in accordance with applicable standards of the dental profession prevailing in the community or who violates any of the rules, regulations or provisions of the Articles of Incorporation or By Laws of Delta.

8.03 The Group Subscriber and Delta agree:

- A. That neither the Group Subscriber or Delta, nor their employees or agents, shall be liable for any act or omission by a Dentist, his employees or agents, or any person performing dental or other professional services under this Contract and no benefits of any kind shall be payable under this Contract for retreatment or additional treatment necessary to correct or relieve the results of previous treatment.
- B. All material published or distributed concerning this Contract shall be approved by Delta prior to publication and distribution.
 - 1. In the event an employee's claim for benefits under the plan is denied, Delta shall furnish the Covered Person a notice setting forth the specific reason for such denial;
 - 2. Delta agrees, upon request, to afford a reasonable opportunity to any Covered Person, whose claim for benefits has been denied, for a full and fair review by an appropriate individual or committee of Delta.

This section, however, shall not be construed to be a designation by the Group Subscriber, plan or trustees of the Group Subscriber, nor an acceptance or admission by Delta, that Delta is a fiduciary or a plan administrator and this paragraph is provided in the Contract as an

assistance to the Group Subscriber to provide in this plan for notices to Covered Persons of denial of claims and to provide in this plan for review of such denials.

- C. EVERY COVERED PERSON SHALL HAVE AT ALL TIMES FREE CHOICE OF THE DOCTOR OF DENTISTRY WHO IS TO TREAT HIM OR HER AND SUCH RIGHT SHALL BE PROMINENTLY PRINTED IN THE DESCRIPTIVE BROCHURE OR DENTAL BENEFIT PLAN SUMMARY REQUIRED PURSUANT TO SECTION 9.01(A), HEREOF.
- D. In the event of conflict between this Contract and the descriptive brochure or dental benefit plan summary, this Contract shall prevail.
- E. That if any portion of this Contract, or any amendment thereof, should be determined by an arbitrator, or court of competent jurisdiction, to be illegal, void or unenforceable, such determination shall not abrogate any other portion hereof.
- F. To estimate payment and the Plan Payment Obligation for dental care and treatment to be performed as specified in a Pretreatment Estimate approved by Delta subject to Covered Person's continuing eligibility, but not beyond the end of any Contract Term, and also further subject to applicable Contract maximums.
- G. Delta may not make any benefit allowances under this Contract unless a Claim containing the information required by Delta has been submitted within twelve (12) months after the time such dental care and treatment is performed. Delta, in its sole discretion, may approve payment beyond this twelve month period. No cause of action or lawsuit may be maintained for any benefits or payments under this Contract after two (2) years have expired from the date of filing of the claim.
- H. No representation by the Group Subscriber, its agents or employees except for the Enrollment Data provided to Delta, shall void the Contract or be used in legal proceedings hereunder, unless such representation is included in or attached to this Contract. Except as otherwise provided in Section 1.01(C), no agent or representative of Delta, other than an officer of the corporation is authorized to alter or change this Contract, or amend or waive any of its provisions and then only in the form of a written amendment hereto signed by an officer of Delta and by an authorized representative of the Group Subscriber.
- I. Benefits and benefit allowances shall be determined in accordance with the terms and conditions outlined in the Dental Benefit Plan Summary and this Contract. The Group Subscriber maintains the final, binding discretionary authority with regard to payment of any dental claims.
- J. That Delta relies on the accuracy of the enrollment data furnished to Delta by the Group Subscriber or its designated third party, and that Delta is not responsible for the recoupment of any claim payments made with respect to any Covered Person later discovered to have been ineligible for any reason unless the claim payment was made as a result of Delta's error,

SECTION 9

Possible Direct Payment to Provider Upon Request of Non-custodial Parent

- 9.01 When Dental Services covered under this Contract are rendered by a non-participating Dentist to a Dependent of an Eligible Employee who has legal responsibility for that Dependent's dental care but who does not have custody of the Dependent, Delta may, upon request of the non-custodial parent, make payments, directly to the provider of the dental care notwithstanding the provider's non-participating status with Delta.

SECTION 10

Claim and Appeal Procedures

Initial Claim Determinations

All claims should be submitted within 12 months of the date of service. An initial benefit determination on the claim will be made within 30 days after receipt of the claim. The Covered Person will receive written notification of this benefit determination. The 30-day period may be extended for an additional 15 days if the claim determination is delayed for reasons beyond Delta's control. In that case, Delta will notify the Covered Person prior to the expiration of the initial 30-day period of the circumstances requiring an extension and the date by which Delta expects to render a decision. If the extension is necessary to obtain additional information from the Covered Person, the notice will describe the specific information Delta needs, and the Covered Person will have 45 days from the receipt of the notice to provide the information. Without complete information, the Covered Person's claim will be denied.

Appeals

In the event that Delta denies a claim in whole or in part, the Covered Person has a right to a full and fair review. The Covered Person's request to review a claim must be in writing and submitted within 180 days from the claim denial. Delta will make a benefit determination within 60 days following receipt of the Covered Person's appeal.

The Covered Person's appeal must include their name, their identification number, group number, claim number, and dentist's name as shown on the Explanation of Benefits. Appeals should be sent to the address shown in the Dental Benefit Plan Summary.

The Covered Person may submit written comments, documents, or other information in support of their appeal. The Covered Person will also be provided, upon request and free of charge, reasonable access to and copies of all relevant records used in making the decision. The review will take into account all information regarding the denied or reduced claim (whether or not presented or available at the initial determination) and the initial determination will not be given any weight.

The review will be conducted by someone different from the original decision-makers and without deference to any prior decision. Because all benefit determinations are based on a preset schedule of dental services eligible under the plan, claims are not reviewed to determine dental necessity or appropriateness. In all cases where professional judgment is required to determine if a procedure is covered under the plan's schedule of benefits, Delta will consult with a dental professional who has appropriate training and experience. In such a case, this professional will not be the same individual whose advice was obtained in connection with the initial adverse benefit determination (nor a subordinate of any such individual). In addition, Delta will identify any dental professional whose advice was obtained on their behalf, without regard to whether the advice was relied upon in making the benefit determination. If, after review, Delta continues to deny the claim, the Covered Person will be notified in writing.

To the extent your plan is covered by ERISA, after the Covered Person has exhausted all appeals, they may file a civil action under section 502(a) of ERISA.

Authorized Representative

The Covered Person may authorize another person to represent them and with whom they want Delta to communicate regarding specific claims or an appeal. However, no authorization is required for the Covered Person's treating dentist to make a claim or appeal on their behalf. The authorization form must be in writing, signed by the Covered Person, and include all the information required in Delta's Authorized Representative form. This form is available on Delta's web site or by calling Customer Service. The Covered Person may revoke the authorized representative at any time, and can authorize only one person as their representative at a time.

SECTION 11.

Miscellaneous

11.01 Confidentiality

Delta shall maintain in confidence all claims for benefits, dental care reports, benefit payments and other records and reports obtained or generated in connection with performing its services under this Agreement, and shall not reveal, without the Group Subscriber's consent, any such information except to the individuals or entities directly affected thereby that have demonstrated a need to know or as may be required by law or legal process.

11.02 Regulatory Compliance

Delta agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders, especially pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

11.03 Governing Law

Any questions, complaints, disputes or litigation arising from or concerning this Contract shall be governed by the laws of the State of Nebraska except as they may be subject to federal law (including ERISA, the Employee Retirement Income Security Act of 1974).

11.04 Fraud and Abuse Prevention and Detection

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime. Should Delta detect and recover funds as a result of fraudulent claim submissions, all information will be forwarded to the authorities in accordance with the state of Nebraska insurance anti-fraud statute.

11.05 Entire Contract

This Contract along with any attachments referenced herein and any documents incorporated by reference herein represent the entire Contract between the parties concerning the subject matter hereof. The terms and conditions of this Contract supersede any prior verbal or written communications.

11.06 Assignment

This Contract may not be assigned by either the Group Subscriber or Delta without prior written consent received from the other party.

11.07 Binding Effect

This Contract is binding upon, and shall inure to the benefit of, each of the parties and their successors and permitted assigns.

11.08 Survival of Terms

Termination or expiration of this Contract shall not affect the Group Subscriber's obligation to pay any amount due under this Contract. Additionally, any term or condition of this Contract which is clearly intended to continue after termination or expiration shall survive for the period of time necessary to give it its intended effect.

11.09 Notices

All notices required under this Contract shall be given in writing signed by the party giving notice and delivered by hand, overnight delivery, or first-class mail. Any notice under this Contract will be sufficient if given by either Group Subscriber or Delta to the other at the addresses below:

For Group Subscriber:

«GroupAdminFirstName» «GroupAdminLastName»
«GroupName»
«Address»
«CityStateZip»

For Delta:

Delta Dental Plan of Nebraska
P O Box 245
Minneapolis, MN 55440-0245

SECTION 12

Indemnification

- 12.01 **Delta's Indemnification Obligations.** Delta will defend, hold harmless and indemnify Group Subscriber, its officers, directors, agents and employees against any and all claims, liabilities, damages, judgments or expenses (including reasonable attorney's fees) asserted against, imposed upon or incurred by Group Subscriber that arise out of the willful misconduct, or negligent acts or omissions of Delta or its employees, agents or representatives in the discharge of its or their responsibilities under this Contract. Notwithstanding the foregoing, Group Subscriber shall be solely responsible for payment for Claim Payments and Delta shall not indemnify Group Subscriber against any claims, liabilities, damages, judgments or expenses that constitute payment for Claim Payments.
- 12.02 **Group Subscriber's Indemnification Obligations.** Group Subscriber will defend, hold harmless and indemnify Delta, its officers, directors, agents and employees against any and all claims, liabilities, damages judgments or expenses (including reasonable attorney's fees) asserted against, imposed upon or incurred by Delta that arise out of the willful misconduct or negligent acts or omissions of Group Subscriber, Group Subscriber's employees, agents or representatives in the discharge of its or their responsibilities under this Contract.

DELTA DENTAL OF NEBRASKA
A Nebraska Non-Profit Health Service Plan Corporation

GROUP DENTAL PLAN CONTRACT SIGNATURE PAGE

GROUP SUBSCRIBER: City of Grand Island

CONTRACT NO: 979651 CONTRACT DATE: October 1, 2013 CONTRACT TERM: 36 Months

Delta Dental of Nebraska (hereinafter Delta) and the above named Group Subscriber, in consideration of the mutual agreements and undertakings set forth in the Contract Documents hereby agree as follows:

It is understood and agreed that effective October 1, 2013, Part 1.01(A)2 is amended as follows:

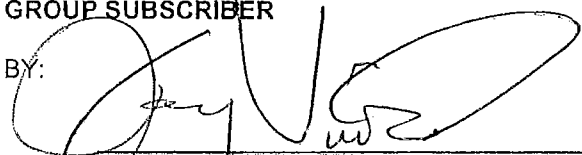
2. Administrative Fee: The payment required by the Group Subscriber to Delta as compensation for administration of the dental program shall be the sum of \$3.85 per employee per month. Delta will generate the administrative fee bill with the last weekly claim billing statement in a calendar month. Payment for the administrative fee shall be submitted to Delta within four (4) business days of notification of the charges incurred.

In witness whereof, Delta and the Group Subscriber have caused this Contract to be signed by their authorized representatives on the dates set forth on the Dental Contract Application and this signature page.

AUTHORIZED SIGNATURES

GROUP SUBSCRIBER

BY:



TITLE:

Mayer

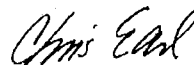
DATE:

September 17, 2013

Tracy R. Donhof
Asst. City Attorney
9/17/13

DELTA DENTAL OF NEBRASKA

BY:



TITLE:

Chief Sales Officer

DATE:

October 22, 2010

RESOLUTION 2016-145

WHEREAS, the City provides a dental plan for its employees, as authorized by the City of Grand Island Personnel Rules and Regulations and federal regulations; and

WHEREAS, Delta Dental of Nebraska is the Third Party Administrator for the City's dental plan; and

WHEREAS, the City's dental plan is administered by Delta Dental of Nebraska for a fee of \$3.85 per employee per month; and

WHEREAS, Delta Dental of Nebraska's fee will increase \$4.23 per employee per month for a three year period effective October 1, 2016.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Delta Dental of Nebraska is hereby approved for third party administrator services to assist in the administration of a dental plan.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-23

**#2016-146 - Approving Agreement with Tyler Technologies for
Tyler Content Manager (TCM) Product**

Staff Contact: Renae Griffiths, Finance Director

Council Agenda Memo

From: Renae Griffiths, Finance Director

Meeting: June 14, 2016

Subject: Approval of Agreement with Tyler Technologies for Tyler Content Manager (TCM) Product

Presenter(s): Renae Griffiths, Finance Director

Background

The City of Grand Island currently uses Laserfiche in conjunction with its financial software, Munis, to electronically store some financial records. Currently the City is operating version 10 of the Munis software, but in the near term it will be upgraded to version 11. Version 11 will no longer support Laserfiche and requires a different document storage method. The only method that will be supported by Tyler Technologies, who provides Munis, is TCM. The implementation of TCM was budgeted by the Information Technology Internal Service Fund for the 2016 fiscal year. The budget for this item was set at \$100,000.

Discussion

The addition of TCM will not only provide a replacement for Laserfiche, but will also allow several tasks to be performed more efficiently and accurately.

- TCM will allow for streamlined and paperless approval of invoices that end up on the bimonthly schedule of bills. Staff time will no longer need to be spent sending paper throughout the City for review, analysis and approval. The review, analysis and approval will now take place electronically.
- The accuracy of images will also be improved
- Improved document control thru indexing and retention settings
- Controls for sensitive information contained on documents. Documents that contain confidential information will be stored in a secure format with sensitive information being redacted for those individuals who are not authorized to view that information. This will allow quick retrieval of these documents when needed and enable these documents to be stored digitally. As they are currently being stored in paper format in a locked location.
- TCM will provide one storage location for multiple types of financial records.

TCM Cost Summary

	One Time	Recurring
Software	\$ 28,000.00	\$ 2,430.00
Services	\$ 36,025.00	\$ -
TOTAL	\$ 64,025.00	\$ 2,430.00

Alternatives

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

1. Approve
2. Disapprove or deny agreement
3. Refer to a committee

Recommendation

City Administration recommends that the Council approve the agreement with Tyler Technologies.

Sample Motion

Move to approve the agreement with Tyler Technologies for Tyler Content Manager.



Quoted By: Sandy Gallagher
Date: 5/23/2016
Quote Expiration: 11/19/2016
Quote Name: City of Grand Island-ERP-TCM Upgrade from Laserfiche, Dashboard, TCAL upgrade and TCM Conversion
Quote Number: 2016-20618
Quote Description: Upgrade to TCMSE, Dashboard, TCALs, LF to TCM Conversion

Sales Quotation For

City of Grand Island
P. O. Box 1968
Grand Island, Nebraska 68802
Phone (308) 385-5444

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler Content Manager SE Upgrade	\$23,000.00	10 @ \$1,275.00	\$12,750.00	\$0.00	\$35,750.00	\$8,100.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$7,550.00	\$900.00
Role Tailored Dashboard	\$22,000.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$27,100.00	\$3,960.00
Other:						
Tyler Content Manager SE - AP Opt 1 - Checks - 3 Doc Types - F	\$0.00	0 @ \$1,275.00	\$0.00	\$1,800.00	\$1,800.00	\$0.00
Tyler Content Manager SE - Payroll Standard - Employee, Address - 11 Doc Types - B	\$0.00	0 @ \$1,275.00	\$0.00	\$7,000.00	\$7,000.00	\$0.00
Tyler Content Manager SE - Payroll - Option 4 Check History - 1 Doc Type - B	\$0.00	0 @ \$1,275.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
Sub-Total:	\$50,000.00		\$20,400.00	\$9,800.00	\$80,200.00	\$12,960.00

2016-20618 - Upgrade to TCMSE, Dashboard, TCALs, LF to TCM Conversion

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Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
	<u>Less Discount:</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$22,000.00</u>	<u>\$10,530.00</u>
TOTAL:	\$28,000.00	16	\$20,400.00	\$9,800.00	\$58,200.00	\$2,430.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
TCM Conversion - Implementation	3	\$1,275.00	\$0.00	\$3,825.00
Tyler Content Manager SE Installation (Existing Clients)	1	\$1,500.00	\$0.00	\$1,500.00
Tyler Content Manager SE Upgrade Forms/GoDocs/Conv (Existing Clients)	1	\$500.00	\$0.00	\$500.00
TOTAL:				\$5,825.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Unlimited CAL Upgrade	1	\$31,000.00	\$31,000.00	\$0.00	\$6,200.00	\$6,200.00	\$0.00
<i>3rd Party Software Sub-Total:</i>			<i>\$31,000.00</i>	<i>\$0.00</i>		<i>\$6,200.00</i>	<i>\$0.00</i>
TOTAL:				\$0.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$28,000.00	\$2,430.00
Total Tyler Services	\$36,025.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$64,025.00	\$2,430.00
Contract Total	\$66,455.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Tyler Content Manager SE - AP Opt 1 - Checks - 3 Doc Types	\$1,800.00	\$0.00	\$1,800.00
Tyler Content Manager SE - Payroll - Option 4 Check History - 1 Doc Type	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Payroll Standard - Employee, Address - 11 Doc Types	\$7,000.00	\$0.00	\$7,000.00
TOTAL:			\$9,800.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Other:

Tyler Content Manager SE Disaster Recovery	\$0.00	0 @ \$1,275.00	\$0.00	\$0.00	\$0.00	\$11,250.00
TOTAL:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$11,250.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Productivity:

Role Tailored Dashboard	\$22,000.00	\$22,000.00	\$0.00	\$3,960.00	\$1,980.00	\$1,980.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	\$0.00	\$5,000.00	\$900.00	\$450.00	\$450.00
Tyler Content Manager SE Upgrade	\$23,000.00	\$0.00	\$23,000.00	\$8,100.00	\$8,100.00	\$0.00

Other:

TOTAL:	\$50,000.00	\$22,000.00	\$28,000.00	\$12,960.00	\$10,530.00	\$2,430.00
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2016-20618 - Upgrade to TCMSE, Dashboard, TCALs, LF to TCM Conversion

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Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler Content Manager SE Disaster Recovery includes up to 100GB of storage. Should additional storage be needed it may be purchased at an annual fee of \$1,000 per 100GB with a total cap of storage at 750GB.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

RESOLUTION 2016-146

WHEREAS, the City of Grand Island the Munis Software provide by Tyler Technologies; and

WHEREAS, in order to upgrade the software to the most current version Tyler Content Manager is required; and

WHEREAS, Tyler Content Manager will be need to be implemented as the document management system for Munis; and

WHEREAS, Tyler Content Manager offers several improvements over the current system; and

WHEREAS, Tyler Content Manager will have a one-time cost of \$64,025.00 and a recurring yearly cost of \$2,430.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the agreement with Tyler Technologies for the Tyler Content Manager and services necessary to implement the software.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 10, 2016	▣ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-24

#2016-147 - Approving Microsoft Licensing Enterprise Agreement

Staff Contact: Renae Griffiths, Finance Director

Council Agenda Memo

From: Renae Griffiths, Finance Director

Meeting: June 14, 2016

Subject: Approving Microsoft Licensing Enterprise Agreement

Presenter(s): Renae Griffiths, Finance Director

Background

In 1997, the City of Grand Island installed a network at City Hall and made the determination to standardize the organization with Microsoft products. On June 11, 2013, Council adopted Resolution 2013-174 approving an agreement for Microsoft software license renewals for a 3 year period ending June 30, 2016. The end of this term necessitates that a contract renewal be completed.

This three year agreement provides licensing for Microsoft products installed on desktops, laptops and servers owned by the City of Grand Island with the exception of the Public Library. The Public Library is entitled to special Microsoft pricing through TechSoup, a 501(c)(3) nonprofit that provides donated and discounted products and services to nonprofits, charities, and public libraries.

The types of licenses included in this agreement are Windows operating systems, Office Professional, Windows Servers, Exchange Email Server licenses, and Core Client Access licenses. This agreement also includes Software Assurance benefits, which allow upgrades to the highest version release available throughout the term of the agreement.

Discussion

Based on the number of users/desktops for the State of Nebraska pool, the City of Grand Island receives the lowest software pricing available for the proposed Microsoft Enterprise Agreement currently held by En Pointe Technologies Sales Inc., 18701 S. Figueroa St, Gardena, CA 90248, a Nebraska State Contract reseller. This agreement is for a term of 36 months beginning July 1, 2016 through June 30, 2019 and is payable in three annual installments of \$93,927.60 for a total of \$281,782.80. There is also a required annual true-up order for additions/changes since the initial order or last true-up order. The final true-up cost for the contract ending June 2016 is \$9,230.52. The Microsoft Licensing agreement costs are included in the Information Technology Division budget.

Alternatives

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

1. Approve the three year Enterprise Agreement of Microsoft licenses.
2. Disapprove or deny the agreement.
3. Modify the Resolution to meet the wishes of the Council.

Recommendation

City Administration recommends that the Council approve the new three year Microsoft licensing agreement for \$281,782.80, payable in three installments of \$93,927.60 and an annual true-up order each June to cover added licenses.

Sample Motion

Move to approve the three-year Microsoft Licensing Agreement with En Pointe Technologies Sales Inc. in the amount of \$281,782.80 and required annual true-up orders each June.

RESOLUTION 2016-147

WHEREAS, the Information Technology Division of the Finance Department continually works on maintaining the City's computer network, computer hardware, software, etc.; and

WHEREAS, due to the number of computer users and devices, and the constant need for computer upgrades, it is imperative to consistently maintain the entire city network system; and

WHEREAS, on June 11, 2013 by Resolution 2013-174, the City Council of the City of Grand Island authorized the Information Technology Division of the Finance Department to renew software license agreements which include a three-year term expiring June 30, 2016; and

WHEREAS, the City of Grand Island can utilize the State of Nebraska negotiated pricing to renew the Enterprise Agreement for a period of three years expiring June 30, 2019; and

WHEREAS, the Enterprise agreements have been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the software three-year Microsoft Enterprise Agreement to En Pointe Technologies Sales Inc. a Nebraska State Contract reseller at a cost of \$281,782.80 to be paid in three annual installments of \$93,927.60 plus any annual true-up order that accounts for changes since the initial order or last order is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item I-1

#2016-148 - Consideration of Approving Resolution Regarding Food and Beverage Funds prior to 7-1-16

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Renae Griffiths, Finance Director

Meeting: June 14, 2016

Subject: Approving Use of Surplus Food and Beverage Occupation Use Tax

Presenter(s): Jerry Janulewicz, City Attorney

Background

Ordinance No. 9315, adopted August 11, 2011, in regards to tax receipts received from the City's food services and drinking places occupation privilege tax were designated to be utilized: (i) To make the City's required debt payments on the fieldhouse and the Recreational Field development as required by Grand Island City Code §23-79(A) and (B). If any surplus remains after meeting these obligations then that surplus shall be designated; and (ii) To make the City's quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb Rev. Stat. §2-108-110. If any surplus remains after meeting the obligations as stated in Grand Island City Code §23-65(C)(i) and (ii) then that surplus shall be designated.

Discussion

It is currently estimated after the final payment (June 30, 2016) on the Grand Island Fieldhouse that we'll have \$1 million in surplus on the food and beverage occupation tax. Pursuant to the ordinance, we can designate how those funds will be spent. The artificial turf at the fieldhouse needs changed and we'd also like to pay for design and construction of restrooms at the Veteran's Sports Complex. The remaining money will then be designated to cover future quarterly payments to the Nebraska State Fair for the City's match. The surplus funds would also be transferred to a special revenue fund to ensure they are reserved for payment of these three items.

Alternatives

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

1. Approve the resolution designating use of the surplus money.
2. Take no action on the resolution.

3. Refer to committee.

Recommendation

City Administration recommends that the Council approve the designation of the surplus food and beverage occupation tax money.

Sample Motion

Move to approve the resolution designating the use of the surplus food and beverage occupation tax money.

RESOLUTION 2016-148

WHEREAS, pursuant to Ordinance No. 9315, adopted August 11, 2011, tax receipts received from the City's food services and drinking places occupation privilege tax were designated to be utilized: (i) To make the City's required debt payments on the fieldhouse and the Recreational Field development as required by Grand Island City Code §23-79(A) and (B). If any surplus remains after meeting these obligations then that surplus shall be designated; and (ii) To make the City's quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb Rev. Stat. §2-108-110. If any surplus remains after meeting the obligations as stated in Grand Island City Code §23-65(C)(i) and (ii) then that surplus shall be designated; and

WHEREAS, On June 30, 2016, the City's debt for construction of the Grand Island Fieldhouse and Recreational Field development will be fully paid; and

WHEREAS, the City's obligation to make quarterly payments to the Nebraska State Fair Support and Improvement Fund is paid to date and a surplus currently remains after meeting this obligation; and

WHEREAS, future payments to the Nebraska State Fair Support and Improvement Fund will be paid from the City's food and beverages retailer occupation tax receipts; and

WHEREAS, Council desires to designate use of surplus funds remaining in the City's food services and drinking places occupational privilege tax account.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the surplus funds remaining in the City's food services and drinking places occupation privilege tax fund should be and are hereby designated to be used for the following purposes:

1. To pay expenses to be incurred for removal and replacement of artificial field turf at the Grand Island Fieldhouse;
2. To pay expenses to be incurred for design and construction of restrooms at the City's Veterans Sports Complex; and
3. The remainder to pay future quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb Rev. Stat. §2-108-110.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item I-2

#2016-149 - Consideration of Appointment of Robert Falldorf as Police Chief

Staff Contact: Mayor Jeremy Jensen

Council Agenda Memo

From: Mayor Jeremy Jensen

Meeting: June 14, 2016

Subject: Appointment of Robert Falldorf as Police Chief

Presenter(s): Mayor Jeremy Jensen

Background

The provisions of the Nebraska Civil Service Act, §19-1805 to §19-1847, applies to all present full time police officers of the City of Grand Island and future appointees to such position including Police Chief. The Civil Service Act and Grand Island City Code §12-2 provides that the Mayor, with the approval of City Council, is the appointing authority for purposes of selecting, appointing, or employing any person to hold a position or employment under the Civil Service Act.

A vacancy in the office of Police Chief will exist due to the announced retirement of the current Police Chief. The Mayor obtained from the City's Civil Service Commission a list of candidates for the office of Police Chief and, with respect to such candidates, considered all relevant factors in the selection of a successor Police Chief as provided by Nebraska Revised Statute §19-1829. From the list of candidates provided by The Civil Service Commission, the Mayor selected Robert Falldorf for appointment to the office of Police Chief subject to approval of the City Council.

Discussion

I am pleased to present Robert Falldorf as my choice for appointment to the Police Chief position.

Falldorf has spent his entire law enforcement career in Grand Island where he served as a police officer from 1986 to 1993 for the city of Grand Island Police Department. As a police officer Falldorf responded to and investigated calls for police service and represented the department in many programs and functions.

Falldorf was then promoted to a police sergeant and held that position until 2003. As a police sergeant, Falldorf demonstrated direct supervisory experience in both the uniform patrol and the investigative function of the police department and provided technical and administrative direction to police officers while assisting in their professional growth and development.

Since 2003 Falldorf has served as a police captain for the Grand Island Police Department. Current duties include management responsibility for crime prevention, code enforcement, training, records management, budgeting, and victim services. Falldorf also has management experience in the uniform patrol function of Grand Island's municipal police department.

Falldorf earned a bachelor's degree from Kearney State College in criminal justice and has a master's degree in public administration from the University of Nebraska Omaha. He is also a Federal Bureau of Investigations National Academy graduate.

Falldorf will have a starting salary of \$114,247.14 annually and is prepared to start work on June 20, 2016.

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 Robert Falldorf as the Police Chief.

Sample Motion

Move to approve Robert Falldorf as the Police Chief.

RESOLUTION 2016-149

WHEREAS, the provisions of the Nebraska Civil Service Act, §§ 19-1805 to 19-1847, applies to all present full time police officers of the City of Grand Island and future appointees to such position including Police Chief; and

WHEREAS, the Civil Service Act and Grand Island City Code § 12-2 provides that the Mayor, with the approval of City Council, is the appointing authority for purposes of selecting, appointing, or employing any person to hold a position or employment under the Civil Service Act; and

WHEREAS, a vacancy in the office of Police Chief will exist due to the announced retirement of the current Police Chief; and

WHEREAS, the Mayor obtained from the City's Civil Service Commission a list of candidates for the office of Police Chief and, with respect to such candidates, considered all relevant factors in the selection of a successor Police Chief as provided by Nebraska Revised Statute § 19-1829; and

WHEREAS, from the list of candidates provided by The Civil Service Commission, the Mayor selected Robert Falldorf for appointment to the office of Police Chief subject to approval of the City Council; and

WHEREAS, Robert Falldorf has accepted the offer and is prepared to start work on June 20, 2016 at Step 11 of the Police Chief salary table of \$114,247.14.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Robert Falldorf is hereby duly appointed the Police Chief for the City of Grand Island, Nebraska, for such tenure as provided by law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2016	☐ City Attorney



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item J-1

Approving Payment of Claims for the Period of May 25, 2016 through June 14, 2016

*The Claims for the period of May 25, 2016 through June 14, 2016 for a total amount of \$8,730,324.76.
A MOTION is in order.*

Staff Contact: Renae Griffiths



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item X-1

Strategy Session with Respect to Labor Negotiations with Fraternal Order of Police (FOP) #24

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Aaron Schmid, Human Resources Director