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# City of Grand Island



**Tuesday, February 28, 2017**  
**Council Session Packet**

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**City Council:**

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

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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

### **Call to Order**

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

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

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**Invocation - Pastor Bill Schroeder, Messiah Lutheran Church, 708 North Locust Street**

**Pledge of Allegiance**

**Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

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

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



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item E-1

**Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee  
Restaurant, 115 Wilmar Avenue for a Class “I” Liquor License**

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

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** February 28, 2017

**Subject:** Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Restaurant, 115 Wilmar Avenue for a Class “I” 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

Hy-Vee, Inc. dba Hy-Vee Restaurant, 115 Wilmar Avenue has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale only 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. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Rob Reif, 930 Twin Ridge Road, Lincoln, Nebraska. Mr. Reif has completed a state approved alcohol server/seller training program. Staff recommendation is to approve the liquor license and 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 Hy-Vee, Inc. dba Hy-Vee Restaurant, 115 Wilmar Avenue for a Class "I" Liquor License contingent upon final inspections and Liquor Manager Designation for Rob Reif, 930 Twin Ridge Road, Lincoln, Nebraska.

02/16/17  
15:08

Grand Island Police Department  
LAW INCIDENT TABLE

Page: 450  
1

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City : Grand Island
Occurred after : 00:00:00 02/15/2017
Occurred before : 00:00:00 02/15/2017
When reported : 00:00:00 02/15/2017
Date disposition declared : 02/16/2017
Incident number : L17021344
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 115 WILMAR AVE
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
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 : 20359
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L08011762	02/16/17	Liquor Lic Inv	Related
LW	L16031507	02/16/17	Liquor Lic Inv	Related
NM	208260	02/16/17	Reif, Robert A	Liquor Manager
NM	131753	02/15/17	Hy-Vee,	Business

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

LAW INCIDENT NARRATIVE:

02/16/17  
15:08

Grand Island Police Department  
LAW INCIDENT TABLE

Page: 450  
2

Grand Island Police Department

Date, Time: 2/15/17  
Reporting Officer: Vitera  
Unit- CID

Hy-Vee Restaurant is applying for a Class I (beer, wine, distilled spirits, on sale only) Retail Corporate Liquor License. Rob Reif is applying to become the liquor manager.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

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1 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:25:08 02/16/2017

02/16/17  
15:08

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 3

318

Grand Island Police Department  
Supplemental Report

Date, Time: Thu Feb 16 14:25:20 CST 2017  
Reporting Officer: Vitera  
Unit- CID

Hy-Vee Restaurant is applying for a Class I (beer, wine, distilled spirits, on sale only) Retail Corporate Liquor License. Rob Reif is applying to become the liquor manager.

I checked Spillman and found that I had done the original liquor license investigation for Hy-Vee and Hy-Vee Gas in 2008 (L08011762). At that time, I noted that all of the members of the corporation lived out of State, and Hy-Vee had already been granted many liquor licenses. Hy-Vee and Hy-Vee Gas in Grand Island were approved.

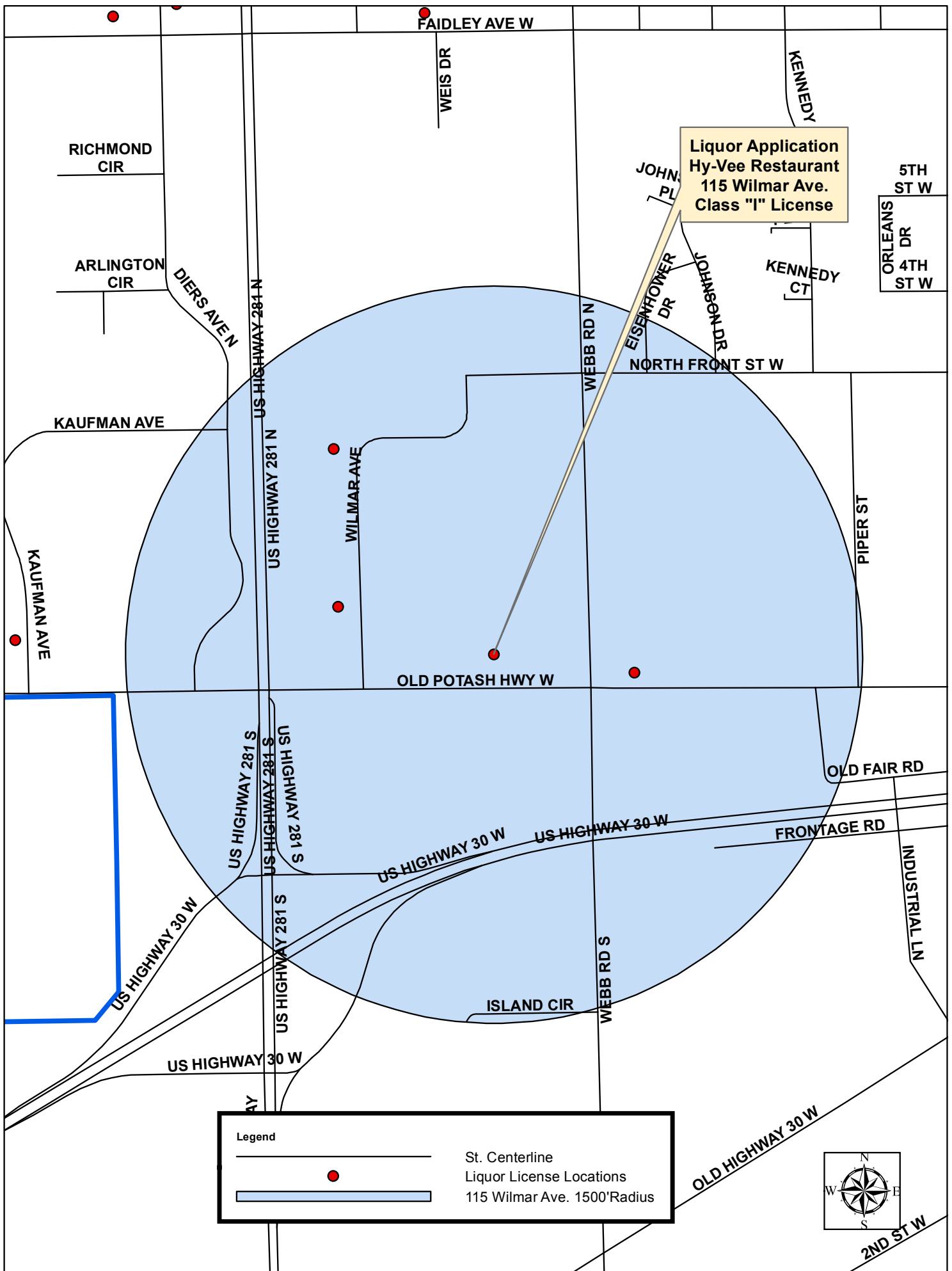
Fast forward to this application, Hy-Vee and Hy-Vee Gas each still have a liquor license. In addition, I did a liquor manager investigation in March of 2016 on Rob Reif for Hy-Vee and Hy-Vee Gas. Rob is still the liquor manager at those locations.

In looking at the current application, all of the corporate members live in Iowa, and I can't run out of State criminal history checks for liquor licenses. According to the application, Hy-Vee has forty-four liquor licenses in Nebraska. They also hold liquor licenses in Iowa, South Dakota, Kansas, Minnesota, Illinois, Wisconsin, and Missouri.

On 2/15/17, I did a quick check on Rob Reif through Spillman and NCJIS. He doesn't have anything new in Spillman and doesn't have any criminal convictions listed in NCJIS. Rob has lived in Nebraska since 2009.

With the Hy-Vee corporation previously being approved for several liquor licenses in Nebraska and surrounding States, Rob Reif being approved as the liquor manager for the stores in Grand Island less than a year ago and not having any criminal record, and the GIPD not having many liquor issues with the Hy-Vee stores in Grand Island; the Grand Island Police Department has no objection to the Hy-Vee Restaurant receiving a liquor license or to Rob Reif becoming the liquor manager.







# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - 3010 N. North Road - Gateways Prairie Property Management LLC**

*Council action will take place under Consent Agenda item G-3.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** February 28, 2017

**Subject:** Acquisition of Utility Easement – 3010 N. North Road – Gateways Prairie Property Management, 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 a twenty (20.0) foot wide utility easement relative to the property of Gateways Prairie Property Management, LLC, located through a part of Lot One (1), Northview Twelfth (12<sup>th</sup>) Subdivision, in the City of Grand Island, Hall County, Nebraska (3010 N. North Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement is required to provide access for the installation, operation and maintenance of high voltage underground power lines and transformer to serve a new veterinary hospital at this location.

## **Alternatives**

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

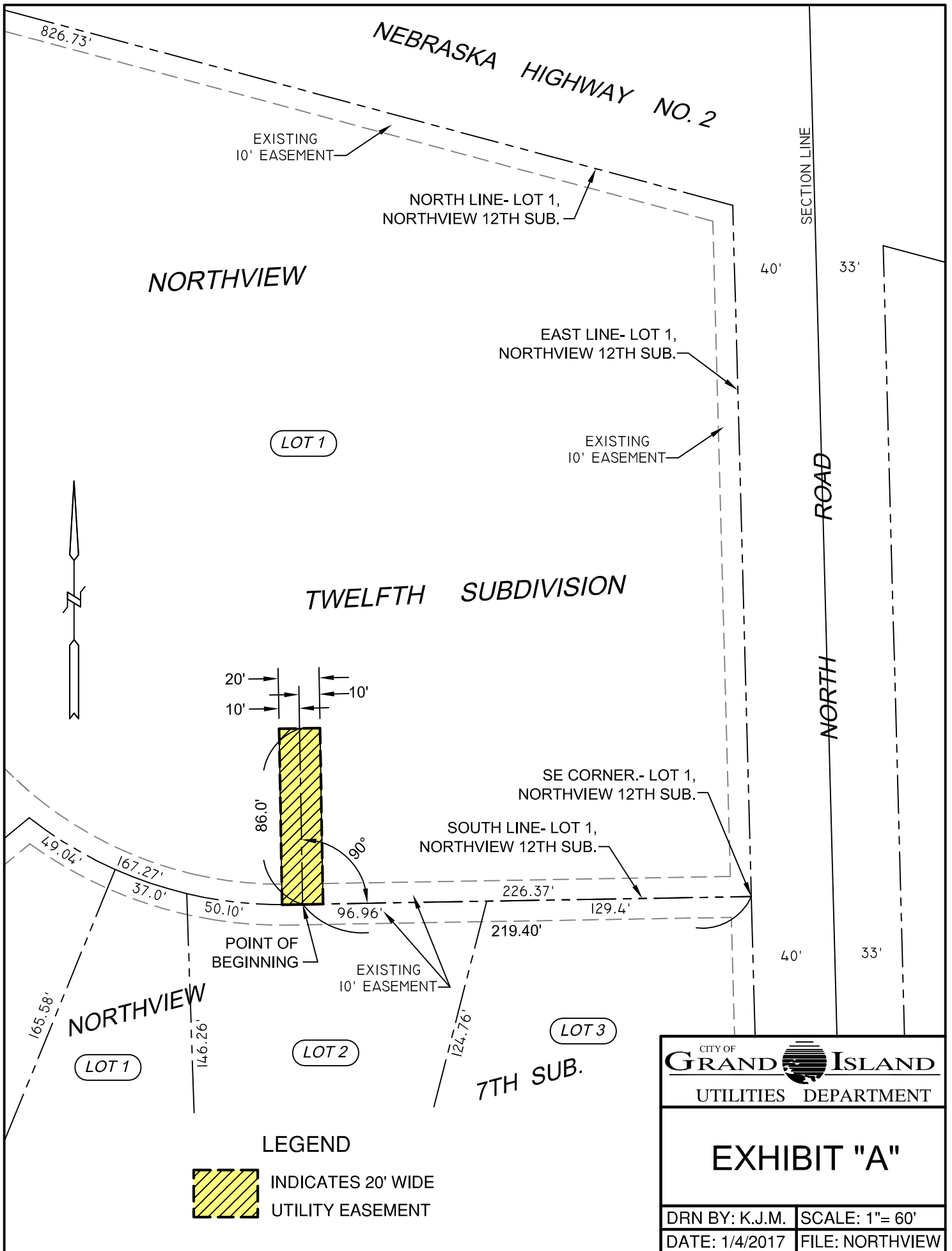
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **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, February 28, 2017

Council Session

## Item E-3

### **Public Hearing on Acquisition of Utility Easement - 2121 N. Broadwell Avenue - Jamson**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** February 28, 2017

**Subject:** Acquisition of Utility Easement – 2121 N. Broadwell Avenue – Nick Jamson Enterprises, Inc.

**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 utility easement relative to the property of Nick Jamson Enterprises, Inc., through a part of Lot Five (5), Home Subdivision (2121 N. Broadwell Avenue), in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The existing overhead power line which serves the Dollar General Building was built in 1970. At that time an easement was not acquired across the property. The requested easement will provide the Utilities Department with rights of access, maintenance, safety and security to the high voltage power lines, transformers and equipment.

## **Alternatives**

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

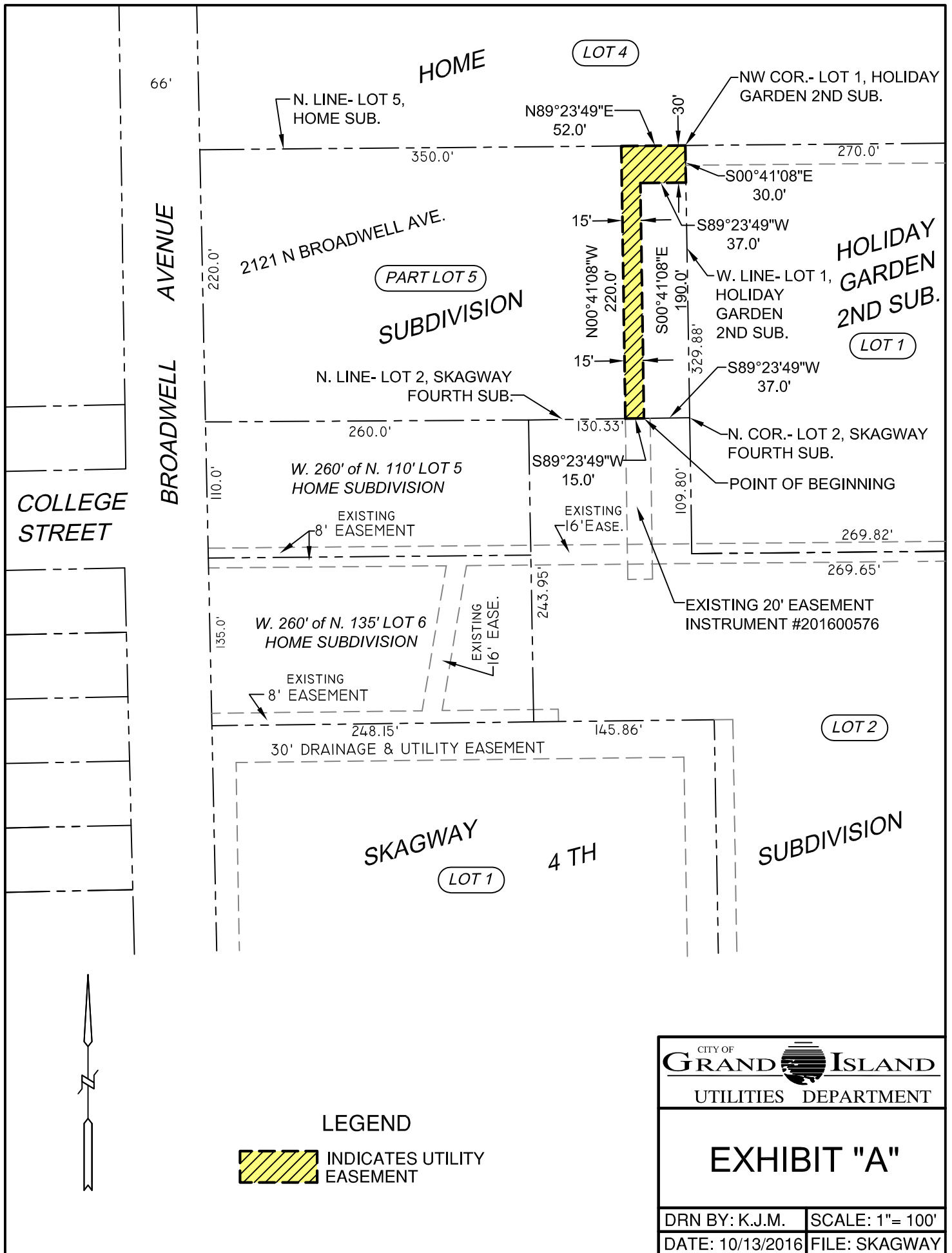
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **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, February 28, 2017

Council Session

## Item E-4

**Public Hearing on Acquisition of Permanent Utility Easements for Sanitary Sewer District No. 539; North Webb Road and 13th Street (Harders, Rischling, & Calvary Baptist Church, Inc.)**

*Council action will take place under Consent Agenda item G-15.*

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



# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Public Hearing on Acquisition of Permanent Utility Easements for Sanitary Sewer District No. 539; North Webb Road and 13<sup>th</sup> Street (Harders, Rischling, and Calvary Baptist Church, Inc.)

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

## Background

Public utility easements are needed to accommodate the extension of sanitary sewer to serve an area previously unserved that is located on the east side of North Webb Road between 13<sup>th</sup> Street and Dixie Square (see attached sketch). The public utility easements will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easements.

Such sanitary sewer district was continued by City Council through Resolution No. 2016-229 at their September 27, 2016 meeting.

## Discussion

The purchase price of the necessary public utility easements is as follows, and has been agreed upon between the City and the property owners.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Phil Harders and Terri Harders	A permanent and perpetual easement comprising of Lot Five (5), Colonial Estates Ninth Subdivision, Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The North Ten (10) feet of the East Ninety Three and Twenty Eight Hundredth (93.28) feet of the West One Hundred One and Eighty Eight Hundredth (101.88) feet, of	\$350.00

	said Lot Five (5), and containing a calculated area of Nine Hundred Thirty Seven and Sixty Three Hundredth (937.63) square feet or Two Tenths (0.02) acres more or less.	
Ricahrd A. Rischling and Gretchen M. Rischling	A permanent and perpetual easement comprising of Lot Six (6), Colonial Estates Ninth Subdivision, Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The South Three (3) feet of the East Eighty Five and Twenty Eight Hundredth (85.28) feet of the West One Hundred One and Eighty Eight Hundredth (101.88) feet, and the East Eight (8) feet of the West Sixteen feet of the South One Hundred Forty Two (142) feet of the North One Hundred Fifty (150) feet of said Lot Six (6), and containing a calculated are of One Thousand Three Hundred Ninety One and Seventy Eight Hundredth (1391.78) square feet or Three Tenths (0.03) acres more or less.	\$1,225.00 + \$4,500.00 for <u>fence relocation</u> \$5,725.00
Calvary Baptist Church, Inc.	A permanent and perpetual easement consisting of part of an unplatted tract of land described and recorded as Instrument No. 78-005613, Hall County Register of Deeds, located in the Northwest Quarter (NW ¼) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:  The East Eight (8) feet of the West Thirty-Two (32) feet of the South One Hundred Thirty and Nine Tenths (130.9) feet, and the North Ten (10 feet of the south One Hundred Thirty and Nine Tenths (130.9) feet of the West Sixteen (16) feet of said tract of land, and containing a calculated area of One Thousand, Two Hundred Seven and Ninety-One Hundredths (1,207.91) square feet or Three Hundredths (0.03) acres more or less.	\$1,210.00

**TOTAL = \$7,285.00**

## **Alternatives**

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

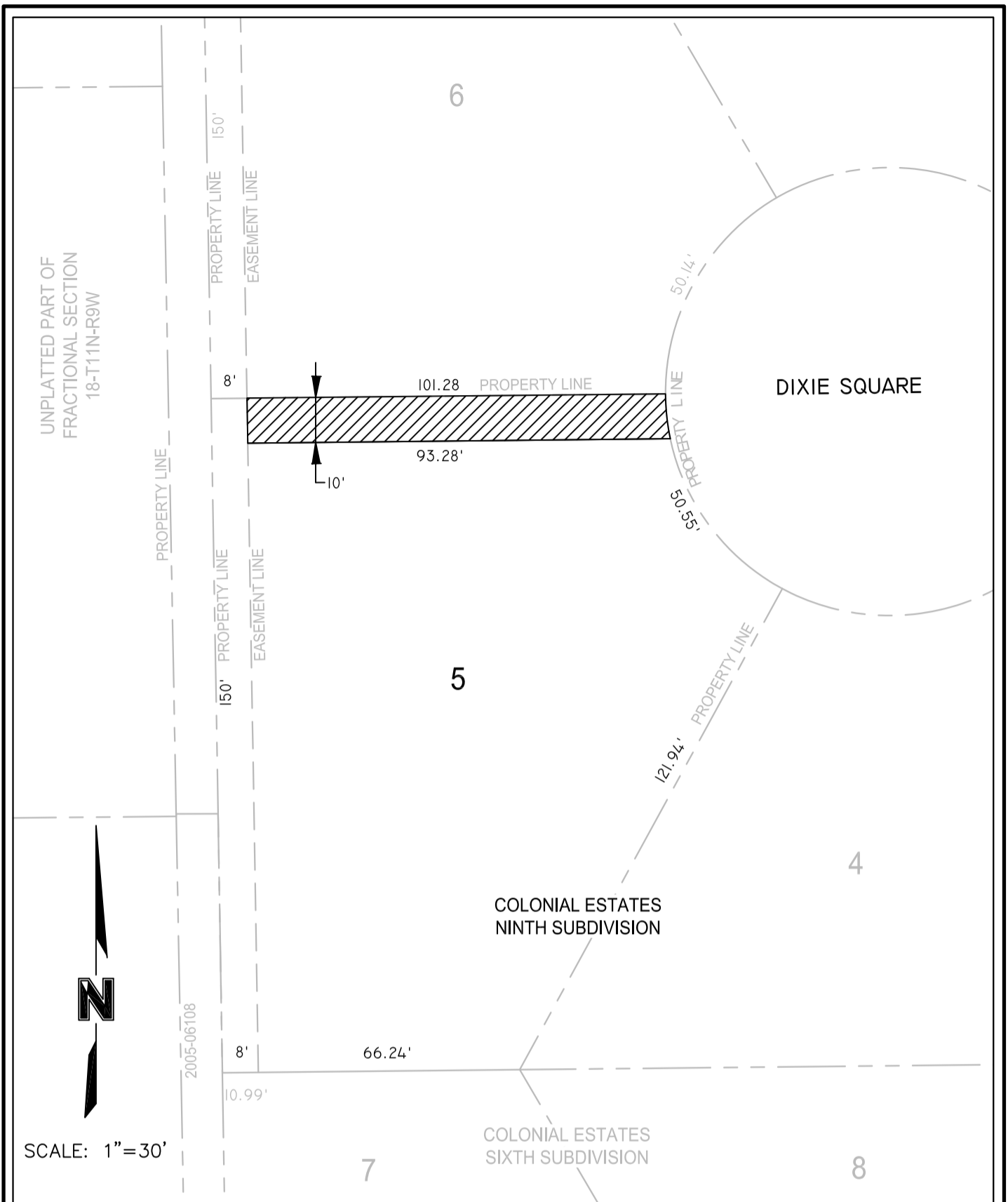
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve acquisition of the necessary permanent utility easements.

## **Sample Motion**

Move to approve the acquisition of the necessary permanent utility easements.



**PERMANENT EASEMENT DESCRIPTION:**

A PERMANENT EASEMENT BEING PART OF LOT FIVE (5), COLONIAL ESTATES NINTH SUBDIVISION, SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

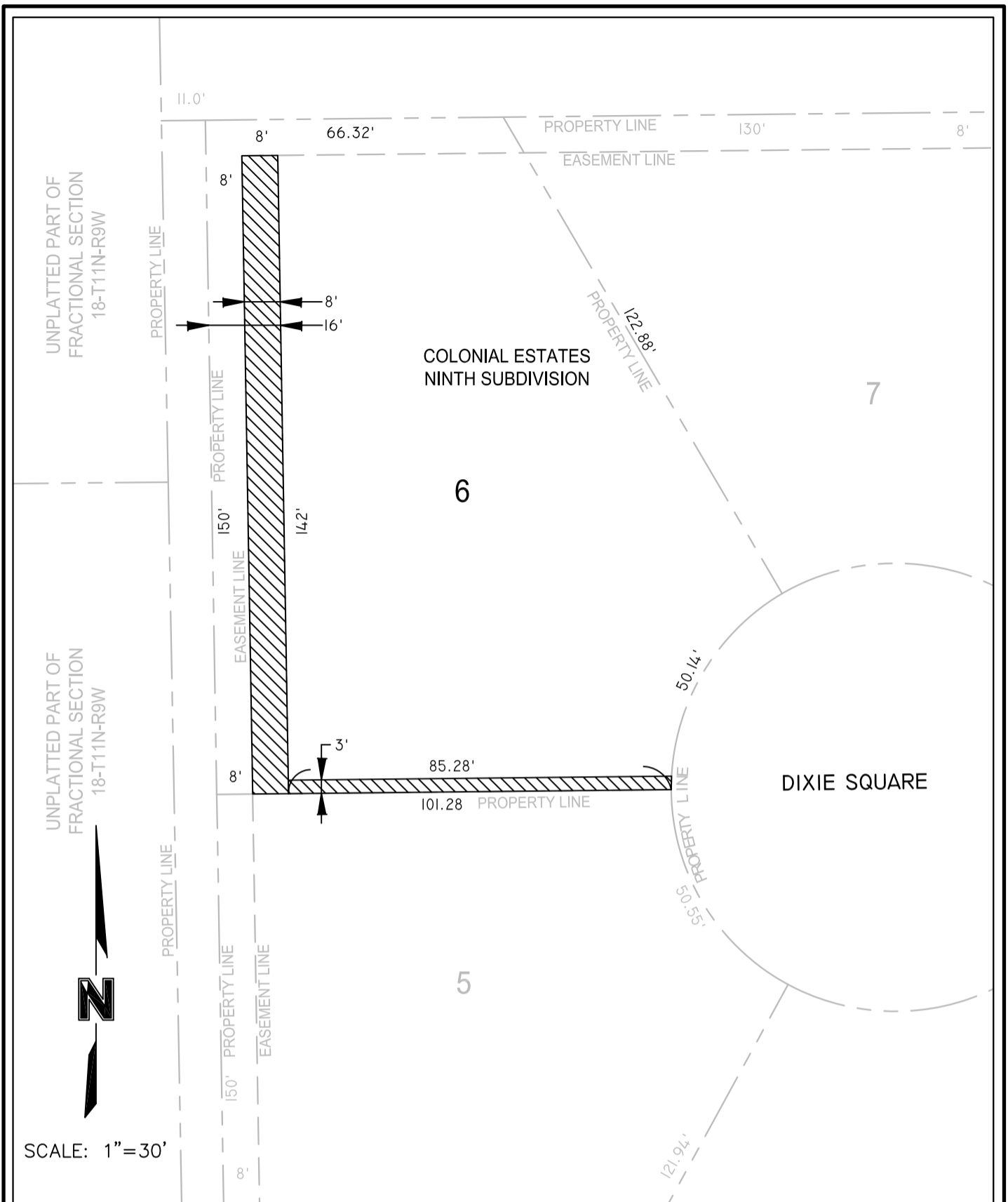
THE NORTH TEN (10) FEET OF SAID LOT FIVE (5), AND CONTAINING A CALCULATED AREA OF NINE HUNDRED THIRTY SEVEN AND SIXTY THREE HUNDREDTHS (937.63) SQUARE FEET OR TWO HUNDREDTHS (0.02) ACRES MORE OF LESS.

AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY  
NEBRASKA

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

EXHIBIT  
A



**PERMANENT EASEMENT DESCRIPTION:**

A PERMANENT EASEMENT BEING PART OF LOT SIX (6), COLONIAL ESTATES NINTH SUBDIVISION, SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

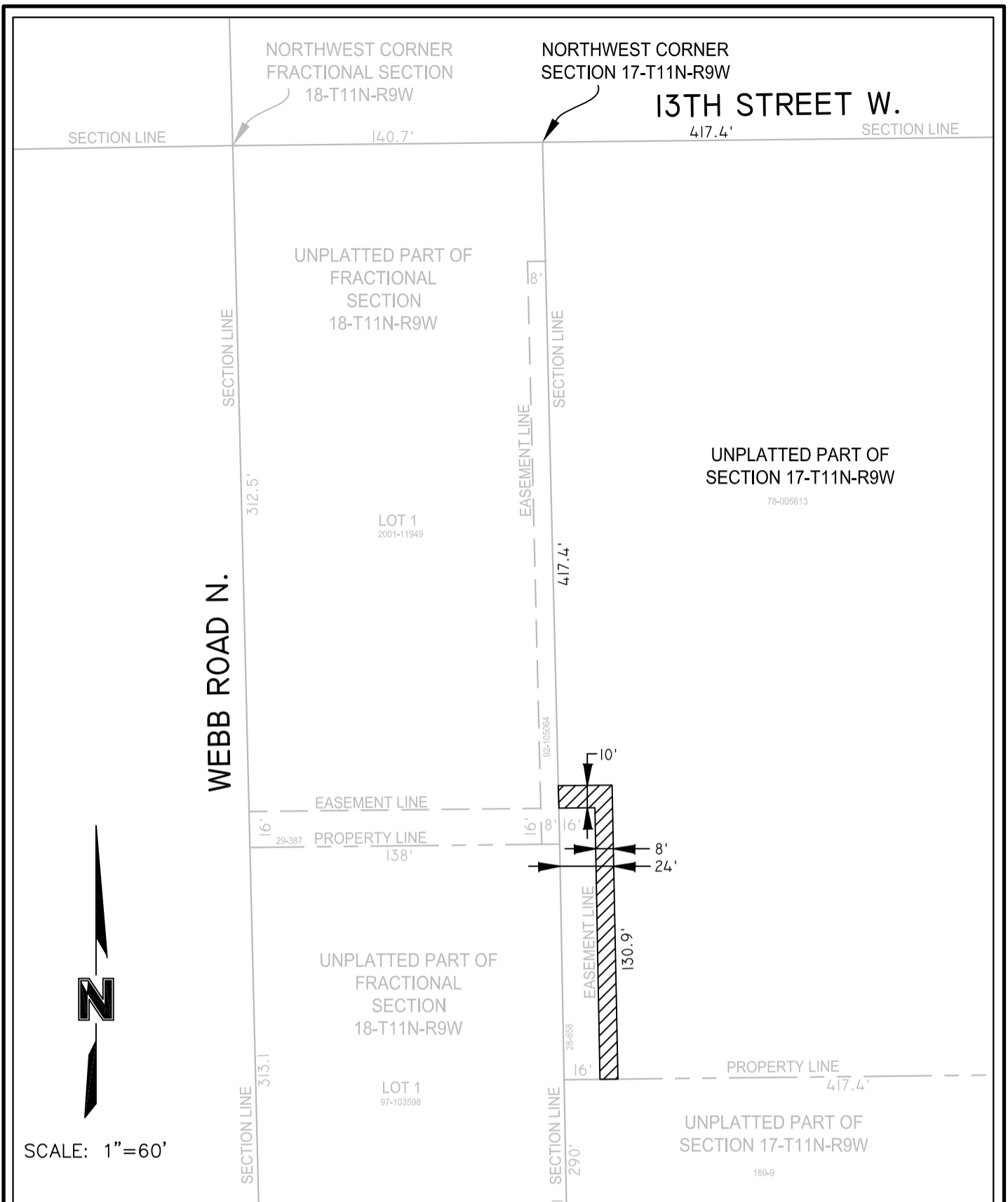
THE SOUTH THREE (3) FEET OF THE EAST EIGHTY FIVE AND TWENTY EIGHT HUNDREDTHS (85.28) FEET, AND THE EAST EIGHT (8) FEET OF THE WEST SIXTEEN (16) FEET OF THE SOUTH ONE HUNDRED FORTY TWO (142) FEET OF SAID LOT SIX (6), AND CONTAINING A CALCULATED AREA OF ONE THOUSAND THREE HUNDRED NINETY ONE AND SEVENTY EIGHT HUNDREDTHS (1,391.78) SQUARE FEET OR THREE HUNDREDTHS (0.03) ACRES MORE OF LESS.

AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY  
NEBRASKA

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

EXHIBIT  
A



**PERMANENT EASEMENT DESCRIPTION:**

A PERMANENT EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED AS INSTRUMENT NO. 78-005613, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST EIGHT (8) FEET OF THE WEST TWENTY FOUR (24) FEET OF THE SOUTH ONE HUNDRED THIRTY AND NINE TENTHS (130.9) FEET, AND THE NORTH TEN (10) FEET OF THE SOUTH ONE HUNDRED THIRTY AND NINE TENTHS (130.9) FEET OF THE WEST SIXTEEN (16) FEET OF SAID TRACT OF LAND, AND CONTAINING A CALCULATED AREA OF ONE THOUSAND TWO HUNDRED SEVEN AND NINETY ONE HUNDREDTHS (1,207.91) SQUARE FEET OR THREE HUNDREDTHS (0.03) ACRES MORE OR LESS.

AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY  
NEBRASKA

**CITY OF GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

EXHIBIT  
A



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item F-1

### **#9626 - Consideration of Issuance of Water Revenue Bonds**

Staff Contact: Tim Luchsinger, Renae Griffiths

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Renaë Griffiths, Finance Director

**Meeting:** February 28, 2017

**Subject:** Ordinance #9626 – Consideration of Issuance of Water Revenue Bonds

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

## Background

The Grand Island water system's usage has increased to where additional capacity is required to allow future growth in the City. An elevated storage tank is recommended by the recently completed Water System Master Plan. To fund the cost of the elevated storage tank, a bond issue is proposed.

A Cost of Service Study was completed by the Nebraska Municipal Power Pool in order to support projected revenue requirements of the bond debt service. The results of the study and possible changes to the water system rate structure were provided to the Council for discussion at the Study Session on November 1, 2016, with the rate ordinance adopting the recommended changes approved at the November 22, 2016 Council Meeting.

Locations for siting the elevated storage tank were evaluated based on hydraulic characteristics of the water system, current and future community development, and ground elevation. A site at the southwest corner of the Copper Creek housing area on Engleman Road between Potash Highway and Stolley Park Road was selected as best meeting the requirements for the tank and its purchase was approved by Council on December 27, 2016.

Two of the major components required to complete this project are the construction of the elevated storage tank and completion of the major trunk line on Engleman Road. Specifications were issued for these items and bids have been received.

## Discussion

The City's financial team of Municipal Capital Advisors, D. A. Davidson, and Gilmore & Bell have prepared an ordinance authoring the issuance of revenue bonds to fund the cost of the elevated storage tank project.



To provide for the estimated cost of \$5,000,000 for the project, they have prepared an estimate of the debt service based on issuing bonds for a term of 20 years at an average interest rate of around 3.4%. The estimated par amount of \$5,075,000 includes issuance costs with an estimated final bond cost of about \$5,100,000. The debt service schedule is based on a wraparound of the existing Water Revenue and Refunding Bonds, Series 2012 that were issued to provide for capital costs of a uranium removal system.

The current annual debt service of about \$300,000 for the 2012 bonds will increase to about \$525,000 for both bonds for the term of the 2017 bonds. The financial team recommends that the Water Utility be reviewed by a rating agency prior to issuing the bonds in order to receive the most favorable interest rate.

The estimated debt service schedule is conservative and could improve based on a higher agency rating and the possibility of including a refinancing of the 2012 bonds in the 2017 issuance. Upon receiving the agency rating and based on conditions of the bond market at that time, the bond authorization is in an amount not to exceed \$8,200,000, which would allow for the refunding of the 2012 bonds if it is determined that this would be an overall benefit to the Utility.

The recommended ordinance would authorize the Mayor to execute the bond refinancing documents upon determination of the final rates and financing costs.

### **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 Issuance of Water Revenue and Refunding Bonds, Series 2017, in the principal amount not to exceed \$8,200,000.

### **Sample Motion**

Move to approve the Issuance of Water Revenue and Refunding Bonds, Series 2017 in the principal not to exceed \$8,200,000.

ORDINANCE NO. 9626

AN ORDINANCE AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF WATER REVENUE AND REFUNDING BONDS OF THE CITY OF GRAND ISLAND, NEBRASKA, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION TWO HUNDRED THOUSAND DOLLARS (\$8,200,000) FOR THE PURPOSES OF PAYING AND REDEEMING CERTAIN OUTSTANDING WATER REVENUE BONDS OF THE CITY, PAYING THE COSTS OF ADDITIONS AND IMPROVEMENTS TO THE WATERWORKS PLANT AND WATER SYSTEM OF SAID CITY AND PROVIDING FOR ANY NECESSARY RESERVE FUNDS; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM AND CERTAIN TERMS AND DETAILS OF SAID BONDS AND AUTHORIZING THE DETERMINATION OF CERTAIN TERMS AND DETAILS; AUTHORIZING THE CALL FOR REDEMPTION OF CERTAIN OUTSTANDING WATER REVENUE BONDS OF THE CITY; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE WATERWORKS PLANT AND WATER SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF SAID WATERWORKS PLANT AND WATER SYSTEM OF SAID CITY; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID BONDS; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED by the Mayor and Council of the City of Grand Island, Nebraska, as follows:

Section 1. The Mayor and Council of the City of Grand Island, Nebraska, hereby find and determine:

(a) The City owns and operates a waterworks plant and system (such plant and system, together with all additions and improvements thereto hereafter acquired are herein referred to as the "Water System") which represents a revenue-producing undertaking of the City;

(b) The City has heretofore issued and outstanding the following revenue bonds which are a lien upon and secured by a pledge of the revenue and earnings of the Water System:

Water Revenue and Refunding Bonds, Series 2012, date of original issue – June 26, 2012, authorized pursuant to Ordinance No. 9385 of the City (the "Prior Ordinance"), in the original principal amount of \$3,725,000 of which bonds in the principal amount of \$2,825,000 are outstanding and unpaid (the "2012 Bonds");

(c) The 2012 Bonds constitute the only presently outstanding indebtedness of the City payable from the revenues of the Water System and, as outstanding, are sometimes herein referred to as the "Outstanding Bonds";

(d) The 2012 Bonds are subject to redemption at any time on or after June 26, 2017, at par plus accrued interest to the date fixed for redemption and are herein authorized to be irrevocably called for redemption in accordance with their call provisions on a date to be determined (such date referred to herein as the "Redemption Date"); that since the 2012 Bonds were issued, the rates of interest available in the market have declined such that by taking up and paying off the 2012 Bonds (as may be called for redemption, the "Refunded Bonds") through the

Approved as to Form	□ _____
March 10, 2017	□ City Attorney

ORDINANCE NO. 9626

issuance of refunding bonds as provided herein, a savings in the amount of yearly running interest will be made to the City;

(e) The City has constructed or will construct certain improvements to the Water System which include an elevated water storage tank, system infrastructure, and other improvements, for which the total construction cost is not less than \$5,000,000, and it is further necessary and appropriate to borrow amounts to cover issuance expense, and for all of such purposes it is necessary to borrow monies to provide for such costs as provided herein;

(g) Under the terms of the Prior Ordinance, bonds of equal lien with the Outstanding Bonds may be issued provided that (1) certain revenues have been experienced by the Water System for its most recent fiscal year or (2) the City shall have received a projection made by a consulting engineer or firm of consulting engineers recognized as having experience and expertise in municipal utility systems, that certain revenues are expected in the next three fiscal years;

(g) The Authorized Officers (as defined herein) are hereby authorized to and shall certify prior to the issuance of the bonds authorized herein (1) that Net Revenues as defined in the Prior Ordinance (i) are not less than 1.25 times the average annual debt service requirements (as described in the Prior Ordinance) of the Outstanding Bonds (as may be outstanding at the time of issuance of each series of the bonds herein authorized) and the bonds herein authorized based upon financial statements as required by the Prior Ordinance or (ii) in each of the three full fiscal years after the issuance of such Additional Bonds will be at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Bonds and of the bonds authorized herein, as shown in a project received by the City from and made by a consulting engineer having experience in municipal utility systems, as required by the Prior Ordinance; (2) that said Outstanding Bonds represent the only outstanding indebtedness of the City for which the revenues of the Water System have been pledged; and (3) that all conditions required under the terms of the Prior Ordinance for the issuance of the bonds herein authorized as “additional bonds” of equal lien and standing with the Outstanding Bonds do exist and have happened;

(h) To redeem the Refunded Bonds, pay the costs of the Project, provide for any necessary reserve funds and pay the costs of issuance of the bonds herein authorized, all as described in this Section 1, it is necessary for the City to issue its Water Revenue and Refunding Bonds, Series 2017, in one or more series, in the total principal amount of not to exceed \$8,200,000 pursuant to Sections 10-142 and 18-1803 to 18-1805 R.R.S. Neb. 2012, as amended; and

(i) All conditions, acts and things required by law to exist or to be done precedent to the issuance of the City’s Water Revenue and Refunding Bonds, in one or more series, in the principal amount of not to exceed \$8,200,000 do exist and have been done and performed in regular and due time and form as required by law. Said bonds will be payable from the revenues of the Water System.

Section 2. In addition to the definitions provided in parentheses elsewhere in this Ordinance, the following definitions of terms shall apply, unless the context shall clearly indicate otherwise:

(a) the term “revenues” shall mean all of the rates, rentals, fees and charges, earnings and other monies, including investment income, from any source derived by the City of Grand Island, Nebraska, through its ownership and operation of the Water System.

ORDINANCE NO. 9626

(b) the term “Additional Bonds” shall mean any and all bonds hereafter issued by the City pursuant to the terms of this Ordinance including all such bonds issued pursuant to Section 13 and refunding bonds issued pursuant to Section 14.

(c) the term “Average Annual Debt Service Requirements” shall mean that number computed by adding all of the principal and interest due when computed to the absolute maturity of the bonds for which such computation is required and dividing by the number of years remaining that the longest bond of any issue for which such computation is required has to run to maturity. In making such computation, the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.

(d) the term “Deposit Securities” shall mean obligations of the United States of America; direct or unconditionally guaranteed, including any such obligations issued in book entry form.

(e) the term “Net Revenues” shall mean the gross revenues derived by the City from the ownership or operation of the Water System, including investment income, but not including any income from sale or disposition of any property belonging to or forming a part of the Water System, less the ordinary expenses for operating and maintaining the Water System payable from the Operation and Maintenance Account described in Section 11 of this Ordinance. Operation and Maintenance expenses for purposes of determining “Net Revenues” shall not include depreciation, amortization of financing expenses or interest on any bonds or other indebtedness. Net Revenues for all purposes of this Ordinance shall be shown by an audit for the fiscal year in question as conducted by an independent certified public accountant or firm of such accountants, provided, however, for purposes of determining compliance with requirements for issuing Additional Bonds, in the event that as of the time of authorization or issuance of Additional Bonds, the financial statements for the most recently completed fiscal year have not yet been completed and reported on by the City’s certified public accountant, compliance may be shown using the audited financial statements for the most recently completed fiscal year for which audited financial statements are available and unaudited financial statements (certified by the City Treasurer) for the most recently completed fiscal year so long as compliance is shown for both such fiscal years.

(f) the term “Paying Agent and Registrar” shall mean a bank or trust company as determined by the Authorized Officers appointed to act as paying agent and registrar for the 2017 Bonds pursuant to Section 4 hereof, or any successor thereto.

Section 3. To provide financing for the costs of the Project as described in Sections 1 and 2 hereof, including costs of issuance hereof, there shall be and there are hereby ordered issued, in one or more series, Water System Revenue and Refunding Bonds, Series 2017, of the City of Grand Island, Nebraska, in the aggregate stated principal amount of not to exceed Eight Million Two Hundred Thousand Dollars (\$8,200,000) (the “2017 Bonds”). The 2017 Bonds or any portion thereof are hereby authorized to be sold in one or more series pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “Underwriter”) or through a private placement with a bank, and are authorized to be sold in one or more series. In connection with such sale or sales, the Mayor, Finance Director or City Administrator (each, an “Authorized Officer”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “Designation”), (a) whether the 2017 Bonds shall be sold pursuant to a negotiated sale with the Underwriter or pursuant to a private placement with a bank, (b) the aggregate purchase price of the 2017 Bonds and the underwriting discount which shall not exceed 0.90% of the aggregate stated principal amount thereof, (c) the form and contents of any bond purchase agreement or

ORDINANCE NO. 9626

other agreement in connection with such sale, (d) the title (including series designation), dated date (which shall not be later than December 31, 2017), aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$8,200,000, provided, however, such overall aggregate stated principal amount may be increased if such bonds are issued with net original issue discount by such amount necessary to produce an equal amount of net proceeds if issued without net original issue discount, (e) the final maturity date of the 2017 Bonds, which shall not be later than December 31, 2037, (f) the principal amounts maturing in each year, (g) the rate or rates of interest to be borne by each principal maturity of the 2017 Bonds, provided that (1) the true interest cost of the 2017 Bonds issued to pay costs of the Project shall not exceed 4.50% and (2) net present value savings over the Refunded Bonds results from the issuance of that portion of the 2017 Bonds issued to refund the Refunded Bonds, (h) the principal payment dates and interest payment dates, (i) any original issue discount or premium allocable to any maturities of the 2017 Bonds (j) whether the 2017 Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (k) the amount and due date of each sinking fund installment for any of the 2017 Bonds issued as term Bonds, (l) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity, (m) the amount (which may be \$0) from bond proceeds or other available funds which shall be deposited into the Debt Service Reserve Account for the 2017 Bonds, and (n) all other terms and provisions of the 2017 Bonds not otherwise specified or fixed by this Ordinance.

The Authorized Officers, or each individually, are hereby authorized to irrevocably call any or all of the 2012 Bonds (as called for redemption, the "Refunded Bonds") for redemption on such date he or she determines appropriate, which date shall be the Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be (i) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds, (ii) an Escrow Agent, (iii) the form, content, terms and provisions of an Escrow Agreement with the Escrow Agent for the purpose of providing for the deposit in trust with the Escrow Agent a portion of the net proceeds of the Bonds, the investment of such net proceeds pending their application, the application of such proceeds and any investment income to the payment of all of the principal of and interest on the Refunded Bonds maturing on or before the Redemption Date and the application of the balance of such proceeds and any investment income thereof to the redemption and retirement of the Refunded Bonds on the Redemption Dates.

The 2017 Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the 2017 Bonds shall be Date of Delivery. Interest on the 2017 Bonds, at the respective rates for each maturity, shall be payable as determined in the Designation (each an "Interest Payment Date"), and the 2017 Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provision of Section 5 hereof. The 2017 Bonds shall be numbered from 1 upwards in the order of their issuance. No 2017 Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the 2017 Bonds issued shall be as directed by the Underwriter. Payments of interest due on the 2017 Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity,

ORDINANCE NO. 9626

together with any unpaid interest accrued thereon, shall be made by the Paying Agent and Registrar upon presentation and surrender of the 2017 Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any 2017 Bond as the absolute owner of such bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any 2017 Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the 2017 Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. The Paying Agent and Registrar designated in the Designation shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, in substantially the form presented in connection with the adoption of this Ordinance, in a form approved by an Authorized Officer. The Authorized Officers, or each individually, are hereby authorized to execute said agreement on behalf of the City in the form presented or with such changes, modifications and completions as such officers shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the 2017 Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the 2017 Bonds shall at all times be recorded in such books. Any 2017 Bond may be transferred pursuant to its provisions at the designated corporate trust office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new 2017 Bond or 2017 Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the 2017 Bonds by this Ordinance, one 2017 Bond may be transferred for several such 2017 Bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such 2017 Bonds may be transferred for one or several such 2017 Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a 2017 Bond, the surrendered 2017 Bond or 2017 Bonds shall be canceled and destroyed. All 2017 Bonds issued upon transfer of the 2017 Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the 2017 Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the 2017 Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any 2017 Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any 2017 Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the 2017 Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the 2017 Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. The 2017 Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof, at the principal amount thereof together with accrued interest on the principal amount redeemed to the date fixed for redemption (or as may otherwise be determined in the Designation). Such optional redemption shall be made from



ORDINANCE NO. 9626

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Grand Island, in the County of Hall, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the special sources hereinafter described, to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or-earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 20\_\_ (each, an "Interest Payment Date"). Such interest shall be computed on the basis of a 360-day year consisting of twelve 30 day months. The principal of this bond together with interest thereon unpaid and accrued at maturity (or earlier redemption) is payable upon presentation and surrender of this bond at the designated corporate trust office of \_\_\_\_\_, as Paying Agent and Registrar, in \_\_\_\_\_, \_\_\_\_\_. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding each Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of even date and like tenor except as to date of maturity, rate of interest and denomination, (the "2017 Bonds") which were issued by the City for the purposes of (a) paying the costs of refunding the City's outstanding Water Revenue and Refunding Bonds, Series 2012, date of original issue – June 26, 2012, in the principal amount of \$ \_\_\_\_\_, (b) paying the costs of enlarging, expanding and improving the waterworks plant and water system of the City (the "Water System"), and (c) funding a debt service reserve account for the bonds of which of this issue, and is issued pursuant to the terms of an ordinance (the "Ordinance") passed and approved by the Mayor and Council of said City in accordance with and under the provisions of Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, as amended.

Any or all of the bonds of said issue maturing on or after \_\_\_\_\_, 20\_\_, are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof, or at any time thereafter at the principal amount thereof, together with accrued interest on the principal amount redeemed to the date fixed for redemption. Such optional redemption shall be made from time to time as shall be directed by the Mayor and Council of the City. The City may select the 2017 Bonds for optional redemption in its sole discretion.

Notice of redemption shall be given by mail to the registered owner of any 2017 Bond called for redemption in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the designated corporate trust office of the Paying Agent and Registrar upon surrender and cancellation of this bond and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance, [subject to the limitations therein prescribed][only upon receipt by and approval of the City of an investor letter in substantially the form signed by the original purchaser as of the date of original issuance of the 2017 Bonds]. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due



ORDINANCE NO. 9626

hereunder and for all purposes and shall not be affected by any notice to the contrary whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The revenues and earnings of the Water System, including all improvements and additions thereto hereafter constructed or acquired, are pledged and hypothecated, equally and ratably for the payment of this bond and the other 2017 Bonds, for the payment of the City's outstanding Water Revenue Refunding Bonds, Series 2012, (the "Outstanding Bonds") and for the payment of any additional bonds of equal priority issued in accordance with the terms of the Ordinance. The 2017 Bonds are a lien only upon said revenue and earnings and are not general obligations of the City of Grand Island, Nebraska.

The Ordinance sets forth the covenants and obligations of the City with respect to the Water System and the applications of the revenues and earnings thereof, which revenues and earnings under the terms of the Ordinance are required be deposited to the "Grand Island Water System Fund" (as maintained in the Ordinance) and disbursed to pay costs of operation and maintenance of the Water System, make payments of principal and interest on the 2017 Bonds and any additional bonds of equal priority with the 2017 Bonds and other payments as specified in the Ordinance. The Ordinance also designates the terms and conditions under which additional bonds of equal priority with the 2017 Bonds may be issued. The Ordinance also designates the terms and conditions upon which this bond shall cease to be entitled to any lien, benefit or security under such Ordinance and all covenants, agreements and obligations of the City under the Ordinance may be discharged and satisfied at or prior to the maturity or redemption of this bond if monies or certain specified securities shall have been deposited with a trustee bank. In the Ordinance the City also reserves the right to issue bonds or notes junior in lien to 2017 Bonds and additional bonds of equal priority to the 2017 Bonds, the principal and interest of which shall be payable from monies in the "Surplus Account" of the Grand Island Water System Fund as described in the Ordinance.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law.

[AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

ORDINANCE NO. 9626

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.]

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Grand Island, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk of the City and by causing the official seal of the City to be imprinted hereon, all as of the Date of Original Issue shown above.

CITY OF GRAND ISLAND, NEBRASKA

(facsimile signature) \_\_\_\_\_  
Mayor

ATTEST:

(Facsimile signature) \_\_\_\_\_  
City Clerk

(SEAL)

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds authorized by Ordinance passed and approved by the Mayor and Council of the City of Grand Island, in the State of Nebraska, described in said bond.

\_\_\_\_\_  
\_\_\_\_\_  
Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

ORDINANCE NO. 9626

(FORM OF ASSIGNMENT)

For value received \_\_\_\_\_ hereby sells, assigns, and transfers unto \_\_\_\_\_ the within bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Registered Owner

Signature Guaranteed

By: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Officer

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 9. Each of the 2017 Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City’s seal. If the 2017 Bonds are issued pursuant to a private placement, the following provisions relating to the Depository shall not apply. If issued pursuant to a negotiated sale with the Underwriter, the 2017 Bonds shall be issued initially as “book-entry-only” bonds under the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a Letter of Representations (the “Letter of Representations”) in the form required by the Depository (including any blanket letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the 2017 Bonds. With respect to the issuance of the 2017 Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds 2017 Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a 2017 Bond from a Bond Participant while the 2017 Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the 2017 Bonds,

ORDINANCE NO. 9626

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the 2017 Bonds; including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the 2017 Bonds. The Paying Agent and Registrar shall make payments with respect to the 2017 Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such 2017 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange 2017 Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the 2017 Bonds or (ii) to make available 2017 Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such 2017 Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the 2017 Bonds be delivered to the ultimate beneficial owners of the 2017 Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the 2017 Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the 2017 Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any 2017 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such 2017 Bond and all notices with respect to such 2017 Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the 2017 Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the 2017 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a 2017 Bond unless and until such partially redeemed 2017 Bond has been replaced in accordance With the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the 2017 Bonds issued to the Depository or its nominee shall contain a legend to such effect.

## ORDINANCE NO. 9626

If for any reason the Depository is terminated or resigns and is not replaced, or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of printed bond certificates, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any 2017 Bond shall cease to be such officer before the delivery of such bond (including such certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature (nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of the 2017 Bond. The 2017 Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The 2017 Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration, and authentication of the 2017 Bonds, they shall be delivered to the City Treasurer, acting on behalf of the City, who is authorized to deliver them to a bank, in the case of a private placement, or to the Underwriter, as initial purchaser thereof, in the case of a negotiated sale, at a price to be determined in the Designation. The Authorized Officers, or any one of them, are hereby authorized to execute and deliver a bond purchase agreement or other agreement of sale with the Underwriter or a bank, as appropriate, for and on behalf of the City. Said initial purchaser shall have the right to direct the registration of the 2017 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such purchaser and its agents, representatives and bond counsel are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the 2017 Bonds, including without limitation, authorizing the release of the 2017 Bonds by the Depository at closing. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the 2017 Bonds, a copy of which shall be delivered to the initial purchaser.

Section 10. The net sale proceeds of the 2017 Bonds required to redeem the Refunded Bonds (the "Redemption Proceeds"), along with any necessary funds of the City on hand, shall be applied to the payment and satisfaction of all of the principal of and the interest on the Refunded Bonds falling due prior to, and as called for redemption on, the Redemption Date. The remaining net principal proceeds of the 2017 Bonds shall be applied on order of the Mayor and Council to the payment of costs of improvements to the Water System. Accrued interest received from the sale of the 2017 Bonds, if any, shall be applied to pay interest first falling due on the 2017 Bonds. Expenses of issuance of the 2017 Bonds may be paid from the proceeds of the 2017 Bonds. In order to satisfy the City's obligation on the Refunded Bonds, if determined necessary and appropriate by an Authorized Officer, such Redemption Proceeds, along with funds of the City on hand shall be set aside and held and invested in a special trust account which is hereby ordered established with such bank or trust company as determined by an Authorized Officer to act as escrow agent (the "Escrow Agent"). The Escrow Agent shall have custody and safekeeping of the funds and investments which are to be set aside for the payment of the Refunded Bonds. For purposes of governing such escrow account and the holding and application of such funds and investments, the City shall enter into a contract entitled "Escrow Agreement" with the Escrow Agent. The Authorized Officers, or each individually, are hereby authorized and directed to execute and deliver on behalf of the City said Escrow Agreement, including necessary counterparts, in substantially the form and content as presented to the meeting at which this resolution is adopted, but with such changes and modifications therein as to them seem necessary, desirable, or appropriate for and on behalf of the City. Said Authorized Officers are further authorized to approve the investments provided for in said Escrow Agreement, and to make any necessary subscriptions for United States Treasury Securities, State and Local Government Series, or to contract for the purchase of securities in the open market. Said proceeds shall be invested in obligations of the United States Government, direct or guaranteed, including United States Treasury Securities, State and Local Government Series. To the extent that such proceeds are held in a bank

ORDINANCE NO. 9626

depository account, such deposits shall be insured by insurance of the Federal Deposit Insurance Corporation or, to the extent not fully insured, fully collateralized in the same manner as is required for deposit of public funds. Any investment from the proceeds of the 2017 Bonds herein authorized shall mature not later than each Redemption Date. As provided in said Escrow Agreement, the proceeds of the 2017 Bonds herein authorized and investment earnings thereon shall be applied to the payment of the principal of and interest on the Refunded Bonds as the same become due on and prior to each respective Redemption Date, and as called for redemption on each respective Redemption Date. The City agrees that on the date of original issue of the 2017 Bonds, or as soon thereafter as practicable, it shall deposit or otherwise have on hand with the Escrow Agent, from other available sources, funds sufficient after taking into consideration available proceeds of the 2017 Bonds and investment earnings to provide funds for all payments due on the Refunded Bonds on or before each respective Redemption Date, and as called for redemption on each Redemption Date. The City further agrees and authorizes all officers of the City, including but not limited to the Authorized Officers, to do all things necessary and appropriate in connection with the issuance of the 2017 Bonds and the redemption of the Refunded Bonds.

Section 11. The revenues and earnings of the Water System (including any and all additions and improvements thereto hereafter acquired) are hereby pledged and hypothecated for the payment of the 2017 Bonds and any Additional Bonds as authorized by this Ordinance and interest on such 2017 Bonds and any such Additional Bonds and the City does hereby agree with the holders of said 2017 Bonds as follows:

(a) **GRAND ISLAND WATER SYSTEM FUND**- The entire gross revenues and income derived from the operation of the Water System shall be set aside as collected and deposited in a separate fund which has been previously established and designated as the "Grand Island Water System Fund." For purposes of allocating the monies in the Grand Island Water System Fund, the City shall maintain the following accounts: (1) Operation and Maintenance Account; (2) Bond Payment Account; (3) Debt Service Reserve Account; and (4) Surplus Account.

(b) **OPERATION AND MAINTENANCE ACCOUNT**- Out of the Grand Island Water System Fund there shall be monthly credited into the Operation and Maintenance Account such amounts as the City shall from time to time determine to be necessary to pay the reasonable and necessary expenses of operating and maintaining the Water System and the City may withdraw funds credited to the Operation and Maintenance Account as necessary from time to time to pay such expenses.

(c) **BOND PAYMENT ACCOUNT** - Out of the Grand Island Water System Fund there shall be credited monthly on or before the fifteenth day of each month to the Bond Payment Account (or such other amounts on such other dates as may be determined in the Designation) the following amounts:

(1) Beginning on the fifteenth day of the month immediately following the month in which the 2017 Bonds are issued and continuing the fifteenth day of each month thereafter so long as any of the 2017 Bonds herein authorized remain outstanding and unpaid, an amount not less than the amount which, if the same amount were deposited each month, would be sufficient to pay the interest becoming due on the 2017 Bonds on the next succeeding Interest Payment Date.

(2) Beginning on the fifteenth day of the month thirteen months preceding the month in which the first principal payment is due and continuing the fifteenth day of each month thereafter so long as any of the 2017 Bonds herein authorized remain outstanding and

ORDINANCE NO. 9626

unpaid, an amount equal to 1/12th of the next maturing principal payment for the 2017 Bonds.

(3) During the periods and in the amounts specified for the Outstanding Bonds in the Prior Ordinance.

The City Treasurer is hereby authorized and directed, without further authorization, to withdraw monies credited to the Bond Payment Account, or if the monies in such Account are insufficient, then from the sub-accounts within the Debt Service Reserve Account (but only for the series of bonds for which each respective sub-account has been established) and next from the Surplus Account, an amount sufficient to pay, when due, the principal of and interest on the 2017 Bonds or any Additional Bonds and to transfer such amounts due to the respective paying agent and registrar (or other paying agent for Additional Bonds), at least five (5) business days before each principal and interest payment date. Upon the issuance of any Additional Bonds pursuant to this Ordinance, appropriate additional credits to the Bond Payment Account shall be provided for sufficient to pay principal and interest on said Additional Bonds.

(d) **DEBT SERVICE RESERVE ACCOUNT** -The City agrees that it shall deposit an amount (which may be \$0) as determined in the Designation, from sources determined in the Designation, as the amount required to be maintained attributable to the 2017 Bonds in a separate sub-account in the Debt Service Reserve Account. The sub-account in the Debt Service Reserve Account for the Outstanding Bonds shall remain as provided for in the Prior Ordinance. Monies credited to the Debt Service Reserve Account may be withdrawn, but only from the designated sub-account for a specific issue, as needed, to provide funds to pay, when due, the principal of and interest on the 2017 Bonds, the Outstanding Bonds and any Additional Bonds issued pursuant to this Ordinance, as the case may be, if the Bond Payment Account contains insufficient funds for that purpose, and the City Treasurer is hereby authorized and directed to make such withdrawal if and when needed. In the event of a withdrawal from the Debt Service Reserve Account, there shall be credited to the Debt Service Reserve Account in the month following such withdrawal all monies in the Grand Island Water System Fund remaining after making the payments required to be made in such month to the Operation and Maintenance Account and Bond Payment Account and each month thereafter all such remaining monies shall be credited to the appropriate sub-account in the Debt Service Reserve Account until such sub-account has been restored to the required balance. Upon the issuance of any Additional Bonds, the amount required to be accumulated and maintained in the Debt Service Reserve Account, in a separate sub-account for such Additional Bonds, shall be set at an amount (which may be \$-0-) as determined appropriate by the Mayor and Council in connection with any such issue of Additional Bonds. Any such required increase shall be provided for either by credit made from bond proceeds or current funds of the Water System then available or by equal monthly credits from the Grand Island Water System Fund made in such amounts so that the required amount shall be accumulated in a period of not more than five years. Each sub-account in the Debt Service Reserve Account shall be held solely for the specific issue for which it is established. In the event of withdrawal from any such sub-account which results in the amount in such sub-account being deficient to meet the required balance, available amounts for restoring sub-account balances shall be credited to each deficient sub-account on a pro rata basis in accordance with the respective outstanding principal amounts for those issues for which the respective sub-accounts are then deficient. When the 2017 Bonds, the Outstanding Bonds or any issue of Additional Bonds for which a sub-account has been established are no longer outstanding, the particular sub-account for

ORDINANCE NO. 9626

such issue shall no longer be required to be maintained. Anything in this subsection 11(d) to the contrary notwithstanding, the amount required to be maintained in the Debt Service Reserve Account with respect to the 2017 Bonds, the Outstanding Bonds or any issue of Additional Bonds shall not at any time exceed the maximum amount permitted to be invested without yield restriction under Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations of the United States Treasury Department.

(e) **SURPLUS ACCOUNT** Monies in the Grand Island Water System Fund remaining after the credits required in the foregoing Subsections 11(b), 11(c), and 11(d) shall be credited to the Surplus Account. Monies in the Surplus Account may be used to make up any deficiencies in any of the preceding Accounts, to retire any of the 2017 Bonds, the Outstanding Bonds or any Additional Bonds prior to their maturity, to pay principal of and interest on any junior lien indebtedness incurred with respect to the Water System, to provide for replacements or improvements for the Water System or to provide for any other lawful purpose of the City including payments in lieu of taxes in an amount not to exceed 1% of the gross revenues of the Water System in any fiscal year (as and to the extent permitted by law) or interfund transfers as directed by the Mayor and City Council.

The provisions of this Section shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal utility enterprises, which books and records shall show credits to and expenditures from the several Accounts required by this Section. Monies credited to the Grand Island Water System Fund or any of the Accounts therein as established by this Ordinance shall be deposited or invested separate and apart from other City funds. Except as specified below for the Debt Service Reserve Account, the City shall not be required to establish separate bank or investment accounts for the Accounts described in Subsections 11(b), 11(c), 11(d), and 11(e). Monies credited to the Debt Service Reserve Account shall, if maintained in a demand or time deposit account, be kept in a separate account and not commingled with other Water System funds or accounts. If invested, monies credited to the Debt Service Reserve Account may be commingled with other Water System funds or accounts so long as the City maintains books and records clearly identifying the specific investments, or portions thereof, which belong to the Debt Service Reserve Account

Monies in any of said Accounts except the Debt Service Reserve Account may be invested in investments permissible for a city of the first class. Monies in the Debt Service Reserve Account may be invested in Deposit Securities. Monies invested from the Debt Service Reserve Account shall be invested to mature in not more than ten years. Investments held for the Debt Service Reserve Account will be valued at cost for purposes of determining compliance with the requirements of this Ordinance as to the amount required to be maintained in the Debt Service Reserve Account or any sub-account therein. Income from or profit realized from investments for any Account or any sub-account shall be credited to such Account or sub-account until such Account or sub-account contains any amount then required to be therein, and thereafter such income or profit shall be transferred to the Grand Island Water System Fund and treated as other revenues from the operation of the Water System. The ordinance authorizing any series of Additional Bonds for which a debt service reserve sub-account is to be established shall establish the terms for investment related to such sub-account.

The pledge and hypothecation provided for the 2017 Bonds, the Outstanding Bonds and any Additional Bonds as provided for in this ordinance is intended to and shall provide for a first and prior pledge on, lien upon and security interest in the revenues of the Water System superior to any pledge, lien or security interest made or given with respect to any other indebtedness of the City as to its Water System and is intended as a full exercise of the powers of the City provided for in Sections 18-1803 to 18-



ORDINANCE NO. 9626

1805, R.R.S. Neb. 2012, as now or hereafter amended, with respect to the City's Water System and the revenues and earnings thereof.

Section 12. So long as any of the 2017 Bonds, the Outstanding Bonds and any Additional Bonds issued pursuant to this Ordinance shall remain outstanding and unpaid, the City covenants and agrees to establish, revise, from time to time as necessary, and collect such rates and charges for the service furnished from the Water System adequate to produce revenues and earnings sufficient at all times:

(a) To provide funds to pay, when due, the principal of and interest on the 2017 Bonds, the Outstanding Bonds and any Additional Bonds issued pursuant to this Ordinance;

(b) To pay all proper and necessary costs of operation and maintenance of the Water System and to pay for the necessary and proper repairs, replacements, enlargements, extensions and improvements to the Water System and to pay and perform all contractual obligations of the City related to the Water System;

(c) To provide funds sufficient to make the credits into the Accounts and at the times and in the amounts required by Section 11 of this Ordinance; and

(d) To maintain Net Revenues in each fiscal year adopted by the City for the Water System in an amount not less than 1.20 times the total amount of principal paid or payable (exclusive of any principal redeemed prior to maturity other than principal redeemed pursuant to a schedule of mandatory redemptions) and interest falling due during such fiscal year on the 2017 Bonds, the Outstanding Bonds and any Additional Bonds.

Section 13. To provide funds for any purpose related to the Water System, the City may issue Additional Bonds, except for Additional Bonds issued for refunding purposes which are governed by Section 14 of this Ordinance, payable from the revenues of the Water System having equal priority and on a parity with the 2017 Bonds, the Outstanding Bonds and any Additional Bonds then outstanding, only upon compliance with the following conditions:

(a) Such Additional Bonds shall be issued only pursuant to an ordinance which shall provide for an increase in the monthly credits into the Bond Payment Account in amounts sufficient to pay, when due, the principal of and interest on the 2017 Bonds, the Outstanding Bonds and any Additional Bonds then outstanding and the proposed Additional Bonds and for any monthly credits to the Debt Service Reserve Account as are required under Subsection 11(d).

(b) The City shall have complied with one or the other of the two following requirements:

1) The Net Revenues derived by the City from its Water System for the fiscal year next preceding the issuance of the Additional Bonds shall have been at least equal to 1.25 times the Average Annual Debt Service Requirements of the 2017 Bonds, the Outstanding Bonds and any Additional Bonds, all as then outstanding, and of the proposed Additional Bonds; or

2) The City shall have received a projection made by a consulting engineer or firm of consulting engineers, recognized as having experience and expertise in municipal utility systems, projecting that the Net Revenues of the Water System in each of the three full fiscal years after the issuance of such Additional Bonds will be at least equal to 1.25 times the Average Annual Debt Service Requirements of the 2017 Bonds, the Outstanding Bonds and any Additional

ORDINANCE NO. 9626

Bonds, all as then outstanding, and of the proposed Additional Bonds. In making such projection, the consulting engineer shall use as a basis the Net Revenues of the Water System during the last fiscal year for which an independent audit has been prepared and shall adjust such Net Revenues as follows: (A) to reflect changes in rates which have gone into effect since the beginning of the year for which the audit was made, (B) to reflect such engineers estimate of the net increase over or net decrease under the Net Revenues of the Water System for the year for which the audit was made by reason of: (i) changes of amounts payable under existing contracts for services; (ii) additional general income from sales to customers under existing rate schedules for various classes of customers or as such schedules may be revised under a program of changes which has been adopted by the Mayor and Council of the City; (iii) projected revisions in costs for labor, wages, salaries, machinery, equipment, supplies and other operational items; (iv) revisions in the amount of service to be supplied and any related administrative or other costs associated with such increases due to increased supply from the acquisition of any new facility; and (v) such other factors affecting the projections of revenues and expenses as the consulting engineer deems reasonable and proper. Annual debt service on any proposed Additional Bonds to be issued may be estimated by the consulting engineer in projecting Average Annual Debt Service Requirements, but no Additional Bonds shall be issued requiring any annual debt service payment in excess of the amount so estimated by the consulting engineer.

The City hereby covenants and agrees that so long as any of the 2017 Bonds, the Outstanding Bonds and any Additional Bonds are outstanding, it will not issue any bonds or notes payable from the revenues of the Water System except in accordance with the provisions of this Ordinance, provided, however, the City reserves the right to issue bonds or notes which are junior in lien to the 2017 Bonds, the Outstanding Bonds and any such Additional Bonds with the principal and interest of such bonds or notes to be payable from monies credited to the Surplus Account as provided in Subsection 11(e).

Section 14. The City may issue refunding bonds which shall qualify as Additional Bonds of equal lien to refund any 2017 Bonds, the Outstanding Bonds or Additional Bonds then outstanding, provided, that if any such 2017 Bonds, Outstanding Bonds or Additional Bonds are to remain outstanding after the issuance of such refunding bonds, the principal payments due in any calendar year in which those bonds which are to remain outstanding mature, or in any calendar year prior thereto, shall not be increased over the amount of such principal payments due in such calendar years immediately prior to such refunding. Refunding bonds issued in accordance with this paragraph of this Section 14 may be issued as Additional Bonds of equal lien without compliance with the conditions set forth in Subsection 13(b) of this Ordinance.

The City may also issue refunding bonds which shall qualify as Additional Bonds of equal lien to refund any 2017 Bonds, Outstanding Bonds or Additional Bonds then outstanding provided, that, if any such 2017 Bonds, Outstanding Bonds or Additional Bonds are to remain outstanding after the application of the proceeds of the refunding bonds to the payment of the bonds which are to be refunded, such issuance must comply with the Net Revenues test set forth in Subsection 13(b)(1) of this Ordinance and, if the proceeds of such refunding bonds are not to be applied immediately to the satisfaction of the bonds which are to be refunded, then such refunding bonds must provide by their terms that they shall be junior in lien to all 2017 Bonds, Outstanding Bonds and any Additional Bonds outstanding at the time of issuance of such refunding bonds until the time of application of their proceeds to the satisfaction of the bonds which are to be refunded. In computing Average Annual Debt Service Requirements to show compliance with said Net Revenues test for such refunding bonds, all payments of principal and interest

ORDINANCE NO. 9626

due on such refunding bonds from the time of their issuance to the time of application of the proceeds of such refunding bonds to the satisfaction of the bonds which are to be refunded shall be excluded from such computation to the extent that such principal and interest are payable from sources other than the revenues of the Water System (such as bond proceeds held in escrow or investment earnings thereon) or from monies in the Surplus Account, and all payments of principal and interest due on the bonds which are to be refunded from and after the time of such application shall also be excluded. For purposes of this paragraph of this Section 14, the time of application of the proceeds of the refunding bonds to the satisfaction of the bonds which are to be refunded shall be the time of deposit with the paying agent for such bonds which are to be refunded pursuant to Section 10-126 R.R.S. Neb. 2012 (or any successor statutory provision thereto) or the time when such bonds which are to be refunded under the terms of their authorizing ordinance or ordinances are no longer deemed to be outstanding, whichever occurs sooner.

Section 15. So long as any 2017 Bonds, Outstanding Bonds or Additional Bonds are outstanding, the City hereby covenants and agrees as follows:

(a) The City will maintain the Water System in good condition and will continuously operate the same in a reasonable and efficient manner, and the City will punctually perform all the duties with reference to said system required, by the Constitution and statutes of the State of Nebraska, but this covenant shall not prevent the City from discontinuing the use and operation of all or any portion of the Water System so long as the revenues derived from the City's ownership of the properties constituting the Water System shall be sufficient to fulfill this City's obligations under Sections 11 and 12 of this Ordinance.

(b) The City will not grant any franchise or right to any person, firm or corporation to own or operate a utility system or systems in competition with the Water System.

(c) The City will maintain insurance on the property constituting the Water System (other than such portions of the system as are not normally insured) against risks customarily carried by similar utilities, but including fire and extended coverage insurance in an amount which would enable the City to repair, restore or replace the property damaged to the extent necessary to make the Water System operable in an efficient and proper manner to carry out the City's obligations under this Ordinance. The Mayor and Council shall annually, after the end of each fiscal year adopted by the City for the Water System, examine the amount of insurance carried with respect to the Water System and shall evidence approval of such insurance by resolution. The proceeds of any such insurance received by the City shall be used to repair, replace or restore the property damaged or destroyed to the extent necessary to make the Water System operable in an efficient and proper manner, and any amount of insurance proceeds not so used shall be credited to the Surplus Account. In the event of any such insured casualty loss, the City may advance funds to make temporary repairs or provide for an advance on costs of the permanent repair, restoration or replacement from the Operation and Maintenance Account and any such advances shall be repaid from insurance proceeds received.

(d) The City will keep proper books, records, and accounts separate from all other records and accounts in which complete and correct entries will be made of all transactions relating to the Water System. The City will have its operating and financial statements relating to the Water System audited annually by a certified public accountant or firm of certified public accountants. The City will furnish to the original purchaser of the 2017 Bonds, the Outstanding Bonds and to the original purchaser or purchasers of each series of Additional Bonds issued hereunder, within six months after the end of each fiscal year of the Water System, a copy of the financial statements of the Water System and the report thereon of the certified public accountants.

ORDINANCE NO. 9626

(e) The City shall cause each person handling any of the monies in the Grand Island Water System Fund to be bonded by an insurance company licensed to do business in Nebraska in an amount or amounts deemed sufficient by the Mayor and Council to cover the amount of money belonging to said system reasonably expected to be in the possession or control of such person. The amount of such bond or bonds shall be fixed by the Mayor and Council and the costs thereof shall be paid as an operating and maintenance expense from the Operation and Maintenance Account.

Section 16. The City's obligations under this ordinance and the liens, pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to the 2017 Bonds, and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall have been-purchased and canceled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing with the Paying Agent and Registrar or with a national or state bank having trust powers, or trust company, in trust, solely for such payment (1) sufficient money to make such payment deposited in a bank account or bank accounts which are fully insured by insurance of the Federal Deposit Insurance Corporation and/or (2) Deposit Securities in such amount and bearing interest at such rates and payable at such time or times and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that, With respect to any bond to be paid prior to maturity, the City shall have duly given notice of redemption of such bonds as provided by law or made irrevocable provision for the giving of such notice. Any money deposited with the Paying Agent and Registrar or with such bank or trust company may be invested or reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from U.S. Government Obligations in the hands of the Paying Agent and Registrar or such bank or trust company in excess of the amount required to pay principal of and interest on the 2017 Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

For purposes of this Section 16, any Deposit Securities shall be noncallable or callable only at the option of the holder.

Section 17. The terms and provisions of this Ordinance do and shall constitute a contract between the City and the registered owner or owners of the 2017 Bonds and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity formal defect or omission, shall be made to this Ordinance without the written consent of the holders of two-thirds (2/3rds) in principal amount of the 2017 Bonds then outstanding, provided, however, that neither the principal and interest to be paid upon any bond or the maturity date of any 2017 Bond shall be changed without the written consent of the registered owner of all such bonds then outstanding. Any registered owner of a 2017 Bond may by mandamus or other appropriate action or proceedings at law or in equity in any court of competent jurisdiction enforce or compel performance of any and all of the acts and duties required by this Ordinance, and every provision and covenant hereof, including without limiting the generality of the foregoing, the enforcement of the performance of all duties required of the City by this Ordinance and the applicable laws of the State of Nebraska, including in such duties the collecting of revenues of the Water System and the segregation and application of such revenues as described in Section 11 of this Ordinance. After any default in payment or other default in performance, the registered owners of the 2017 Bonds, the Outstanding Bonds or any Additional Bonds shall be entitled to the appointment of a receiver for the Water System. Any and all actions brought by any registered owner or owners of the 2017 Bonds, the Outstanding Bonds or Additional Bonds shall be maintained for the equal and ratable benefit of all registered owners of the 2017 Bonds, the Outstanding Bonds or Additional Bonds outstanding and no registered owners of any of the 2017 Bonds, the Outstanding Bonds or Additional Bonds shall have any

ORDINANCE NO. 9626

right in any manner whatsoever by any action or proceedings to affect, disturb or prejudice the pledge created by this Ordinance.

Section 18. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the 2017 Bonds, a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission in such form as determined necessary and appropriate by such Authorized Officer (the "Continuing Disclosure Undertaking") and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section, and under the Continuing Disclosure Undertaking. An Authorized Officer may appoint a Dissemination Agent for the 2017 Bonds in the Authorized Officer's discretion.

Section 19. The City hereby covenants and agrees that it will make no use of the proceeds of the 2017 Bonds which would cause the 2017 Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates. The City further agrees that it will not take any actions which would cause the 2017 Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the 2017 Bonds with respect to taxpayers generally. The City hereby designates the 2017 Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during calendar year 2017 (taking into consideration the exception for current refunding issues). The officers of the City (or any one of them) are hereby authorized to make allocations of the 2017 Bonds (as to principal maturities) and of the proceeds of the 2017 Bonds and debt service funds of the City as may be deemed appropriate under the federal tax laws and regulations. Any such allocations made and determinations set forth in a certificate by an officer of the City shall be and constitute authorized determinations made on behalf of the City with the same force and effect as if set forth in this Ordinance.

Section 20. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 21. In the case of a negotiated sale with the Underwriter, the Authorized Officers are hereby directed and authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement in connection with the 2017 Bonds, all in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission. In the case of a private placement with a bank, the Authorized Officers are hereby directed and authorized to approve, deem final and deliver any form of private placement memorandum that may be required or requested by the bank purchasing the 2017 Bonds.

ORDINANCE NO. 9626

Section 22. This Ordinance shall be in force and take effect from and after its passage and approval according to law. This Ordinance shall be published in pamphlet form.

PASSED AND APPROVED this 28 day of February, 2017.

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

ATTEST:

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



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-1

### Approving Minutes of February 14, 2017 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 14, 2017

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on February 14, 2017. Notice of the meeting was given in *The Grand Island Independent* on February 8, 2017.

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, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Jeremy Jones was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Katelyn Hill.

INVOCATION was given by Pastor Michael Reiners, Peace Lutheran Church, 1710 N. North Road followed by the PLEDGE OF ALLEGIANCE.

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

#2017-BE-1 - Consideration of Determining Benefits for Sanitary Sewer District No. 528. Public Works Director John Collins reported that Sanitary Sewer District No. 528 was created at the request of four property owners in the Wildwood Subdivision. The district was originally created as an assessment district which should have been a tap district. Staff recommended approval from Council to establish the tap connection fees for Sanitary Sewer District 528.

Michael Rickert, attorney for Rich & Sons Camper Sales and Greg Neuhaus, attorney for Robco, LLC spoke regarding the connection fees that had been paid by their clients to the City. They requested no action be taken at this time. City Attorney Jerry Janulewicz explained the assessment process. Discussion was held regarding assessment districts versus tap districts.

Motion by Haase, second by Fitzke to approve Resolution #2017-BE-1. Upon roll call vote, Councilmembers Paulick, Steele, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Minton voted no. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Nickerson to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Salome Bernal dba Rey de Espadas, 1403 S. Eddy Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor



License had been received from Salome Bernal dba Rey de Espadas, 1403 S. Eddy Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on January 23, 2017; notice to the general public of date, time, and place of hearing published on February 4, 2017; notice to the applicant of date, time, and place of hearing mailed on January 23, 2017; along with Chapter 4 of the City Code. Staff recommended denial based on the Police Department report and the Nebraska Liquor Control Commission Rules and Regulations – 010.01 Falsification of Application and Nebraska State Statute 53-125. No public testimony was heard.

Public Hearing on Redevelopment Plan for CRA Area 6 located at 204 Carey Avenue (Think Smart, LLC). Regional Planning Director Chad Nabity reported that Think Smart Properties LLC has submitted an application for Tax Increment Financing to aid in the redevelopment of property to acquire and prepare for the construction of a four-unit apartment building at 204 N. Carey Avenue, at the northwest corner of George and Carey Streets. Staff recommended approval. Keith Reinders, 2706 Pioneer Boulevard spoke in support. No further public testimony was heard.

Public Hearing on an Amendment to Redevelopment Plan for CRA Area 1 located at 112 West 2nd Street (Peaceful Root, LLC). Regional Planning Director Chad Nabity reported that Peaceful Root LLC, the owner of the former Brown Hotel has submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for commercial and residential uses at 112 W 2<sup>nd</sup> Street. Staff recommended approval. Amos Anson, 4234 Arizona Avenue spoke in support. No further public testimony was heard.

Public Hearing on CRA Area 20 Blighted and Substandard Study for 285.26 Acres at the Former Cornhusker Army Ammunition Plant located at the Northwest Corner of 70th and Old Potash Highway (Pat O’Neill). Regional Planning Director Chad Nabity reported that Patrick O’Neill, owner of O’Neill Wood Resources, commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 20 to be prepared by Marvin Planning Associates of David City, Nebraska. The study area included approximately 285.26 acres referred to as CRA Area No. 20. The study focused on property located north of Old Potash Highway and west of Alda Road. Staff recommended approval. Pam Lancaster representing the Hall County Board of Supervisors; Jason Hornady, 2517 Apache Road; Ron Depue, 308 N. Locust Street; Keith Marvin, David City, Nebraska; and Dave Taylor, 123 North Locust Street spoke in support. No further public testimony was heard.

Public Hearing on CRA Area 21 Blighted and Substandard Study for 35.62 Acres located along U.S. Highway 30, North of Seedling Mile Road and East of Stuhr Road (Craig & Lesa Dixson). Regional Planning Director Chad Nabity reported that Craig and Lesa Dixson, owners of CIK Investments, commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 21 to be prepared by Marvin Planning Associates of David City, Nebraska. The study area includes approximately 35.62 acres referred to as CRA Area No. 21. The study focused on property located north of Seedling Mile Road and east Stuhr Road in eastern Grand Island. Staff recommended approval. Ron Depue, 308 North Locust Street; Keith Marvin, David City, Nebraska; and Tracy Howard, 2314 Highway 30 representing Wilson Trailer Company spoke in support. No further public testimony was heard.

Public Hearing on CRA Area 22 Blighted and Substandard Study for 281.8 Acres at the Former Cornhusker Army Ammunition Plant located in North of Old Potash Highway and West of 80th Road (Platte River Industrial Park, LLC). Regional Planning Director Chad Nabity reported that Platte River Industrial Park LLC, an affiliate of Hornady Manufacturing, commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 22 to be prepared by Marvin Planning Associates of David City, Nebraska. The study area includes approximately 281.80 acres at the former Cornhusker Army Ammunition Plant referred to as CRA Area No. 22. The study focused on property located north of Old Potash Highway and west of 80th Road. Staff recommended approval. Pam Lancaster representing the Hall County Board of Supervisors; Jason Hornady, 2517 Apache Road; Keith Marvin, David City, Nebraska; and Dave Taylor, 123 North Locust Street spoke in support. No further public testimony was heard.

Public Hearing on Establishing Fonner Park Business Improvement District. City Attorney Jerry Janulewicz reported that the Fonner Park Business Improvement District 2013 expired in 2016 as a result of a termination date contained in the 2013 ordinance creating the district. Business owners within the district were seeking re-establishment of the Fonner Park Business Improvement District. Staff recommended approval. No public testimony was heard.

Public Hearing on Establishing South Locust Street Business Improvement District. City Attorney Jerry Janulewicz reported that the South Locust Street Business Improvement District 2013 expired in 2016 as a result of a termination date contained in the 2013 ordinance creating the district. Business owners within the district were seeking re-establishment of the South Locust Street Business Improvement District. Staff recommended approval. Jack Armstrong, 106 Brookline Drive spoke in opposition. Cindy Johnson representing the Chamber of Commerce spoke in support. No further public testimony was heard.

ORDINANCES:

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

- #9622 - Consideration of Approving Establishing Fonner Park Business Improvement District
- #9623 - Consideration of Approving Establishing South Locust Street Business Improvement District
- #9624 - Consideration of Vacation of West 7th Street; Broadwell Avenue to Jefferson Street & Madison Street; Broadwell Avenue South to the Alley (Grand Island Public Schools)
- #9625 - Consideration of Amending the Salary Ordinance

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of 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.

#9622 - Consideration of Approving Establishing Fonner Park Business Improvement District

This item was related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve Ordinance #9622.

City Clerk: Ordinance #9622 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9622 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 #9622 is declared to be lawfully adopted upon publication as required by law.

#9623 - Consideration of Approving Establishing South Locust Street Business Improvement District

This item was related to the aforementioned Public Hearing.

Motion by Stelk, second by Hehnke to approve Ordinance #9623.

City Clerk: Ordinance #9623 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9623 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 #9623 is declared to be lawfully adopted upon publication as required by law.

#9624 - Consideration of Vacation of West 7th Street; Broadwell Avenue to Jefferson Street & Madison Street; Broadwell Avenue South to the Alley (Grand Island Public Schools)

Councilmember Steele recused himself from this item.

Public Works Director John Collins reported that the Grand Island Public Schools has submitted a written request to vacate a portion of 7<sup>th</sup> Street, from Broadwell Avenue to Jefferson Street to accommodate the rebuilding of Jefferson Elementary. Staff recommended approval.

Virgil Harden representing the Grand Island Public Schools and Ken Scholl, 1504 West 6<sup>th</sup> Street spoke in support.

Motion by Nickerson, second by Paulick to approve Ordinance #9624.

City Clerk: Ordinance #9624 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9624 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 #9624 is declared to be lawfully adopted upon publication as required by law.

#### #9625 - Consideration of Amending the Salary Ordinance

Human Resource Director Aaron Schmid reported that the proposed change would create the non-union position of Transit Program Manager. Staff recommended approval. Discussion was held regarding the position and salary comparison.

Motion by Paulick, second by Fitzke to approve Ordinance #9625.

City Clerk: Ordinance #9625 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9625 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 #9625 is declared to be lawfully adopted upon publication as required by law.

Council recessed at 8:50 p.m. and reconvened at 8:55 p.m.

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

Approving Minutes of January 24, 2017 City Council Regular Meeting.

Approving Minutes of February 7, 2017 City Council Study Session.

Receipt of Official Document – Tort Claim filed by Tim and Lisa Spiehs.

#2017-19 - Approving Final Plat and Subdivision Agreement for Nagy's Third Subdivision. It was noted that J & B Rentals, LLC (William and Julann Ziller), owners, had submitted the Final Plat and Subdivision Agreement for Nagy's Third Subdivision located north of 5<sup>th</sup> Street and west of Plum Street for the purpose of creating 2 lots on 0.132 acres.

#2017-20 - Approving Purchase of a 2017 Coal Dozer for Platte Generating Station from NJPA Contract No. 032515 in the amount of \$980,898.00.

#2017-21 - Approving Bid Award for Pine Street Pump #3 Replacement with Iowa Pump Works of Ankeny, Iowa in an Amount of \$28,594.50.

#2017-22 - Approving Bid Award for Precipitator, Bottom Ash & Boiler Industrial Cleaning - Spring 2017 with Meylan Enterprises, Inc. of Omaha, Nebraska in an Amount of \$142,228.34.

#2017-23 - Approving CDBG Contract #2016-1 with Housing Development Corporation.

#2017-24 - Approving CDBG Contract #2016-2 with The Literacy Council of Grand Island, LLC.

#2017-25 - Approving Request to the State of Nebraska for CDBG Grant 10-ED-010 Contract Extension.

#2017-26 - Approving Changes to Guidelines for CDBG Program Income Reuse Funds.

#2017-27 - Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2017 with Harders Dozer and Scraper, LLC of Cairo, Nebraska; Kit Held Trucking, LLC of Leigh, Nebraska; O'Neil Transportation and Equipment LLC of Grand Island, Nebraska; and Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

#2017-28 - Approving Change Order No. 1 for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G with Saul Ramos Construction, Inc. of Shelton, Nebraska for an Increase of \$5,300.00 and a Revised Contract Amount of \$720,165.00.

#2017-29 - Approving Designation of Sole Source Provider for Liquid Clay Spray at the Grand Island Landfill with Enviro-Group, Inc. of Green Wood, Indiana.

#2017-30 - Approving Award of Sanitary Sewer Collection System Flow Meters for the Wastewater Division of the Public Works Department off the Minnesota State bid with gpm of Blair, Nebraska in an Amount of \$22,391.00.

#2017-31 - Approving Agreement for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in an Amount of \$70,912.00.

#2017-32 - Approving Agreement for Engineering Consulting Services Related to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 with Olsson Associates of Lincoln, Nebraska in an Amount of \$98,840.00.

#2017-33 - Approving Agreement for Engineering Consulting Services Related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation with HDR Engineering, Inc. of Omaha, Nebraska in an Amount of \$35,550.00.

#2017-34 - Approving Agreement for Engineering Consulting Services Related to Five Points Signal and Geometric Improvements with Olsson Associates of Lincoln, Nebraska in an Amount of \$72,550.00.

#2017-35 - Approving Continuation of Street Improvement District No. 1262; Sterling Estates Fourth Subdivision – Ebony Lane.

#2017-36 - Approving Bid Award for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$172,967.00.

RESOLUTIONS:

#2017-37 - Approving Request from Salome Bernal dba Rey de Espadas, 1403 S. Eddy Street for a Class “I” Liquor License. This item was related to the aforementioned Public Hearing. Staff recommended denial.

Motion by Stelk, second by Paulick to deny Resolution #2017-37 based on the Police Department report and the Nebraska Liquor Control Commission Rules and Regulations – 010.01 Falsification of Application and Nebraska State Statute 53-125. Upon roll call vote, all voted aye. Motion adopted.

#2017-38 - Consideration of Approving Redevelopment Plan for CRA Area 6 located at 204 Carey Avenue (Think Smart, LLC). This item was related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve Resolution #2017-38. Upon roll call vote, all voted aye. Motion adopted.

#2017-39 - Consideration of Approving an Amendment to the Redevelopment Plan for CRA Area 1 located at 112 West 2nd Street (Peaceful Root, LLC). This item was related to the aforementioned Public Hearing. Mr. Nabyt answered questions regarding parking.

Motion by Nickerson, second by Hehnke to approve Resolution #2017-39. Upon roll call vote, all voted aye. Motion adopted.

#2017-40 - Consideration of Approving CRA Area 20 Blighted and Substandard Study for 285.26 Acres at the Former Cornhusker Army Ammunition Plant located at the Northwest Corner of 70th and Old Potash Highway (Pat O’Neill). This item was related to the

aforementioned Public Hearing. Comments were made concerning developing areas outside of the City limits. Annexation was discussed.

Motion by Minton, second by Donaldson to approve Resolution #2017-40. Upon roll call vote, all voted aye. Motion adopted.

#2017-41 - Consideration of Approving CRA Area 21 Blighted and Substandard Study for 35.62 Acres located along U.S. Highway 30, North of Seedling Mile Road and East of Stuhr Road (Craig & Lesa Dixson). This item was related to the aforementioned Public Hearing. Ron Depue attorney for the applicants commented on concerns by Council regarding residential homes being designated as blighted and substandard.

Motion by Paulick, second by Donaldson to approve Resolution #2017-41. Upon roll call vote, all voted aye. Motion adopted.

#2017-42 - Consideration of Approving CRA Area 22 Blighted and Substandard Study for 281.8 Acres at the Former Cornhusker Army Ammunition Plant located in North of Old Potash Highway and West of 80th Road (Platte River Industrial Park, LLC). This item was related to the aforementioned Public Hearing. Councilmember Fitzke recused herself from this item.

Motion by Nickerson, second by Minton to approve Resolution #2017-42. Upon roll call vote, all voted aye. Motion adopted.

#2017-43 - Consideration of Approving Tap Fees for Sanitary Sewer District No. 528. This item was related to the aforementioned Public Hearing. Discussion was held concerning the policy of the City having assessment districts instead of tap districts. Mr. Collins stated he strongly preferred assessment districts unless there were unusual circumstances where a tap district was best used.

Motion by Haase, second by Fitzke to approve Resolution #2017-43. Upon roll call vote, all voted aye. Motion adopted.

#2017-44 - Consideration of Approving Agreement with the Central Nebraska Humane Society. City Attorney Jerry Janulewicz reported that the City of Grand Island and Central Nebraska Humane Society (CNHS) previously entered into an agreement for CNHS to provide Animal Control and Pet Licensing services for the City. By its terms, this agreement expired at midnight on October 31, 2016. On October 25, 2016, Council approved a proposed agreement for animal control services with CNHS for a one-year term, with automatic annual renewals unless either party gave notice on non-renewal. However, the agreement approved by Council on October 25 was not approved by the CNHS Board of Directors. Following notice that CNHS did not approve the agreement, City's legal staff engaged in negotiations with CNHS, represented by its Director and a lawyer-board member, resulting in the agreement now before Council. Staff recommended approval.

City Attorney Jerry Janulewicz answered questions regarding the negotiations of the agreement and stated Police Chief Robert Falldorf had been involved.

Motion by Nickerson, second by Hehnke to approve Resolution #2017-44. Upon roll call vote, all voted aye. Motion adopted.

#2017-45 - Consideration of Approving Purchase of Fiber Optic Cables for the New EM-911 Building. Emergency Management Director Jon Rosenlund reported that the construction of the new EM-911 building required high speed data connectivity back to the City and County IT networks. The Emergency Management Department recommended the purchase of Fiber Optic Cable from Graybar Electric Company of Jefferson City, Missouri in the amount of \$20,164.14 for its installation by the Grand Island Utilities Department.

Motion by Minton, second by Paulick to approve Resolution #2017-45. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the Claims for the period of January 25, 2017 through February 14, 2017 for a total amount of \$6,880,648.91. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Haase, Stelk, and Nickerson voted aye. Motion adopted. Councilmember Paulick abstained.

ADJOURNMENT: The meeting was adjourned at 9:36 p.m.

RaNae Edwards  
City Clerk





# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-2

**#2017-46 - Approving Request from Hy-Vee, Inc. dba Hy-Vee Restaurant, 115 Wilmar Avenue for a Class “I” Liquor License and Liquor Manager Designation for Rob Reif, 930 Twin Ridge Road, Lincoln, Nebraska**

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

Staff Contact: RaNae Edwards

RESOLUTION 2017-46

WHEREAS, an application was filed by Hy-Vee, Inc. doing business as Hy-Vee Restaurant, 115 Wilmar Avenue for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 18, 2017; such publication cost being \$15.78; and

WHEREAS, a public hearing was held on February 28, 2017 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 Rob Reif, 930 Twin Ridge Road, Lincoln, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-3

**#2017-47 - Approving Acquisition of Utility Easement - 3010 N. North Road - Gateways Prairie Property Management LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-47

WHEREAS, a public utility easement is required by the City of Grand Island from Gateways Prairie Property management, 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 February 28, 2017 for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of Lot One (1), Northview Twelfth Subdivision, Grand Island, Hall County, Nebraska; thence westerly, along the southerly line of said Lot One (1), a distance of two hundred nineteen and forty hundredths (219.40) feet to the ACTUAL Point of Beginning; thence northerly, perpendicular with the southerly line of said Lot One (1), a distance of eighty six (86.0) feet to the point of termination.

The above described easement and right-of-way containing a calculated area of 0.039 acres, more or less, as shown on the plat dated 1/4/2017, 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 Gateways Prairie Property Management, LLC, on the above-described tract of land.

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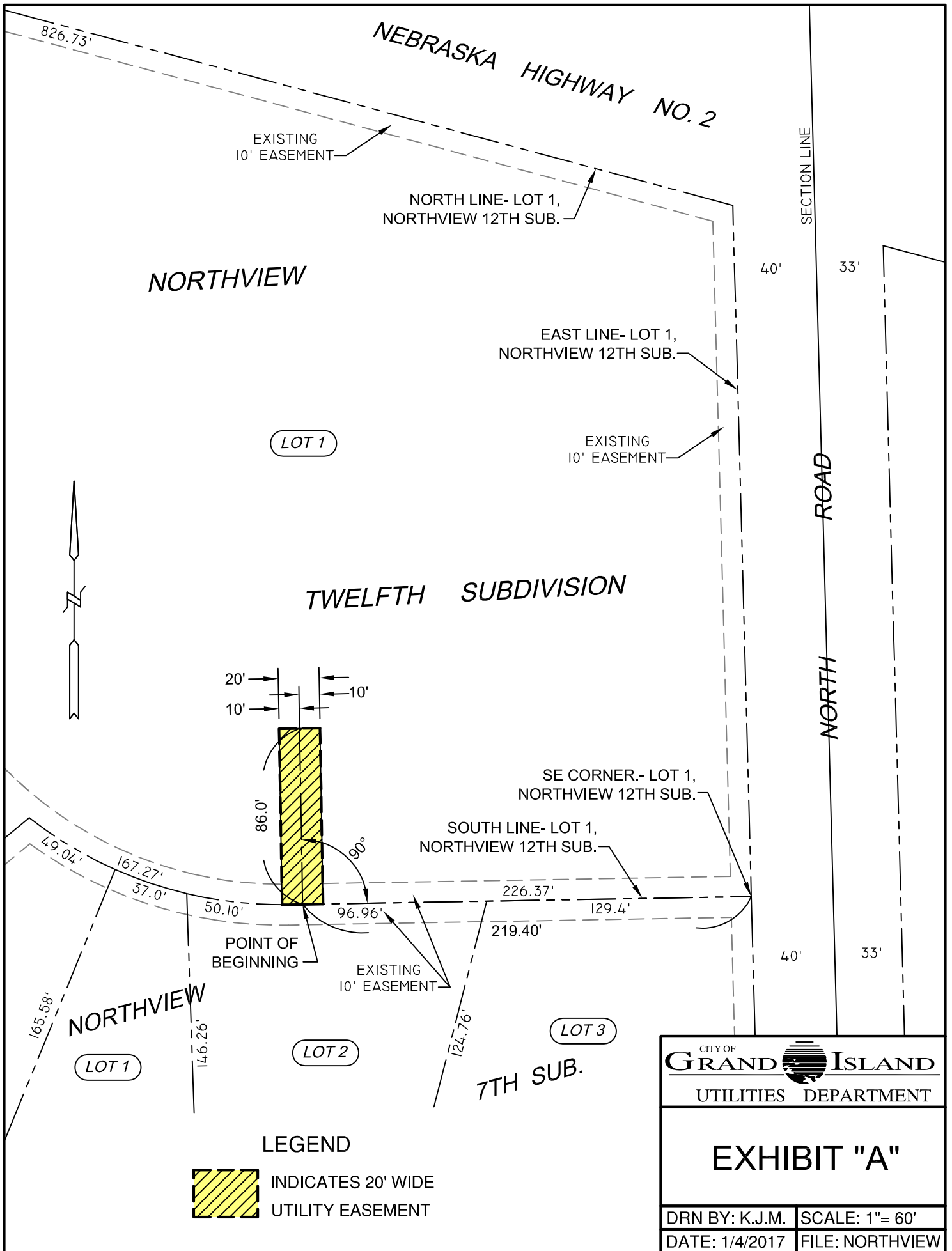
Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney





# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-4

**#2017-48 - Approving Acquisition of Utility Easement - 2121 N. Broadwell Avenue - Jamson**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-48

WHEREAS, a public utility easement is required by the City of Grand Island from Nick Jamson Enterprises, Inc., 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 February 28, 2017 for the purpose of discussing the proposed acquisition of a utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at a northerly corner of Lot Two (2), Skagway Fourth Subdivision, Grand Island, Hall County, Nebraska, said corner being the intersection of the northerly line of said Lot Two (2), Skagway Fourth Subdivision and the westerly line of Lot One (1), Holiday Garden Second Subdivision, Grand Island, Hall County, Nebraska; thence on an assumed bearing of S89°23'49"W, along a northerly line of said Lot Two (2), Skagway Fourth Subdivision, a distance of thirty seven (37.0) feet to the ACTUAL Point of Beginning; thence continuing S89°23'49"W, along a northerly line of said Lot Two (2), Skagway Fourth Subdivision, a distance of fifteen (15.0) feet; thence N00°41'08"W, a distance of two hundred twenty (220.0) feet to the northerly line of Lot Five (5), Home Subdivision; thence N89°23'49"E, along the northerly line of said Lot Five (5), Home Subdivision, a distance of fifty two (52.0) feet to the Northwest corner of said Lot One (1), Holiday Garden Second Subdivision, thence S00°41'08"E, along the westerly line of said Lot One (1), Holiday Garden Second Subdivision, a distance of thirty (30.0) feet; thence S89°23'49"W, a distance of thirty seven (37.0) feet; thence S00°41'08"E, a distance of one hundred and ninety (190.0) feet to a point on the northerly line of said Lot Two (2), Skagway Fourth Subdivision, being the said Point of Beginning.

The above described easement and right-of-way containing a calculated area of 0.123 acres, more or less, as shown on the plat dated 10/13/2016, 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 Nick Jamson Enterprises, Inc., on the above-described tract of land.

- - -

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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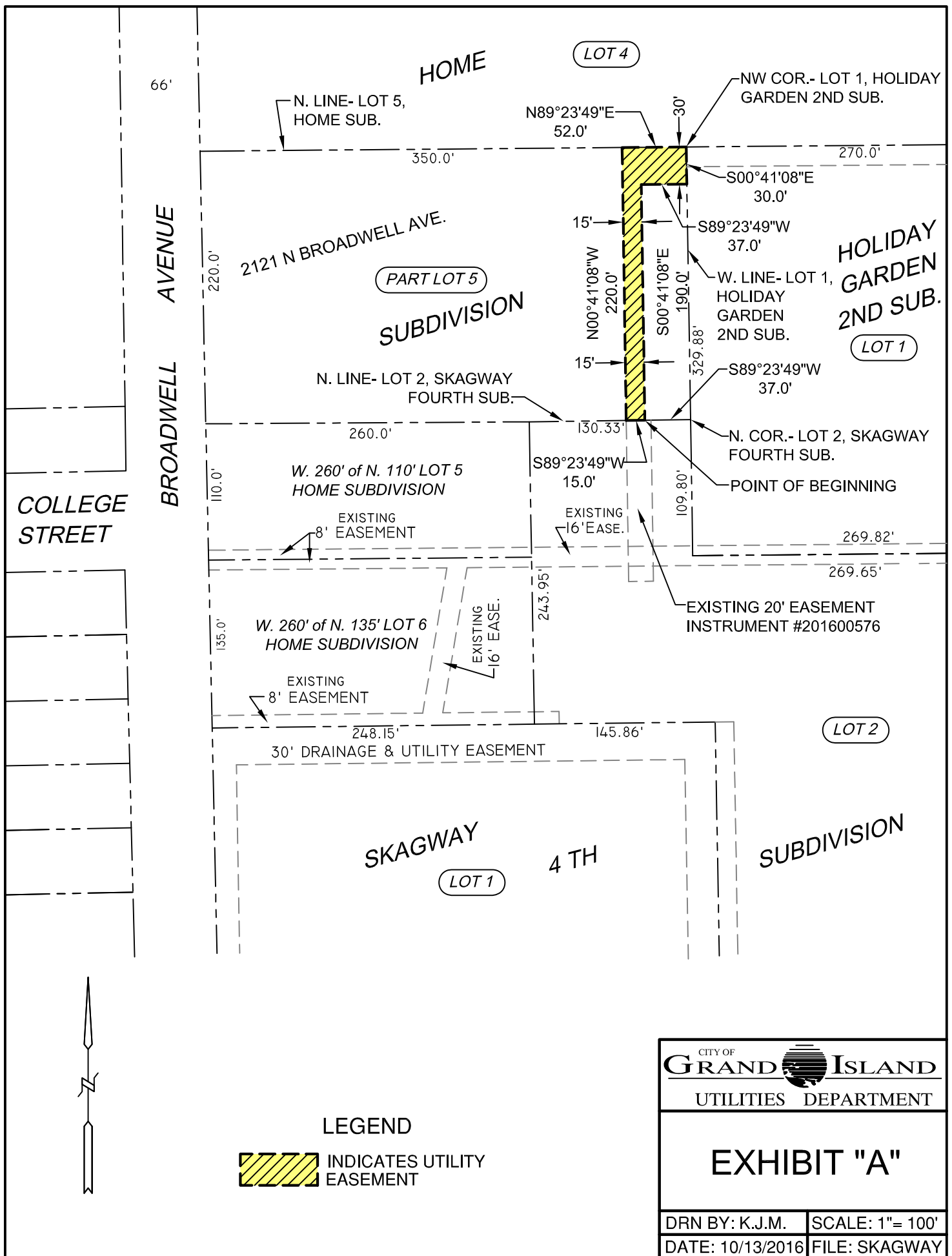
Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk







# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-5

**#2017-49 - Approving Bid Award - Water Main Project 2015-W-2 - Logan Street Extended and Union Pacific Railroad**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Water Main Project 2015-W-2  
Logan Street Extended and Union Pacific Railroad

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

## Background

Past construction standards did not require protective casing for facilities that crossed under railroads. As part of planned improvements, the Utilities Department has been replacing water mains that cross under the Union Pacific Railroad through the center of town. Water Main Project 2015-W-2 will be the final planned replacement project. The project is generally located at Logan Street extended and the Union Pacific Railroad. This section of water main was originally installed in 1941.

Water Main Project 2015-W-2 will directionally bore a 30” diameter steel casing under the tracks, install a new 18” ductile-iron water main within the casing, and connect the new piping to the existing main. A site map of the crossing area is attached for reference.

## Discussion

Bidding documents were advertised in accordance with City Procurement Codes. Four plan services firms and 14 construction companies were notified of the project. Five bids were received and publicly opened at 2:00 p.m. on January 26, 2017. The engineer’s estimate for this project is \$210,000.

The bids have been reviewed and evaluated. They are without errors and exceptions. Tabulated below is the Evaluated Bid Price from each of the bidders:

Bidder	Bid Security	Exceptions	Evaluated Bid Price
The Diamond Engineering Co. Grand Island, NE	Universal Surety Company	None	\$ 98,612.99
Van Kirk Bros. Contracting Broken Bow, NE	Universal Surety Company	None	\$103,954.04

Bidder	Bid Security	Exceptions	Evaluated Bid Price
General Excavating Lincoln, NE	Universal Surety Company	None	\$141,156.85
Judds Bros. Construction Co. Lincoln, NE	Merchants Nat'l Bonding, Inc.	None	\$237,977.90
Starostka Group Unlimited, Inc. Grand Island, NE	Western Surety Company	None	\$108,353.96

### **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 contract for construction of Water Main Project 2015-W-2 to the low bidder, The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$98,612.99.

### **Sample Motion**

Move to approve the contract for construction of Water Main Project 2015-W-2 to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$98,612.99.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 26, 2017 at 2:00 p.m.  
**FOR:** Water Main Project 2015-W-2  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$210,000.00  
**FUND/ACCOUNT:** 525  
**PUBLICATION DATE:** January 3, 2017  
**NO. POTENTIAL BIDDERS:** 14

**SUMMARY**

<b>Bidder:</b>	<b><u>General Excavating</u></b> Lincoln, NE	<b><u>Starostka Group Unlimited, Inc.</u></b> Grand Island, NE
<b>Bid Security:</b>	Universal Surety Co.	Western Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$141,156.85	\$108,353.96
<b>Bidder:</b>	<b><u>The Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Van Kirk Bros. Contracting</u></b> Sutton, NE
<b>Bid Security:</b>	Universal Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$98,612.99	\$103,954.04
<b>Bidder:</b>	<b><u>Judds Bros. Construction Co.</u></b> Lincoln, NE	
<b>Bid Security:</b>	Merchants National Bonding, Inc.	
<b>Exceptions:</b>	None	
<b>Bid Price:</b>	\$237,977.90	

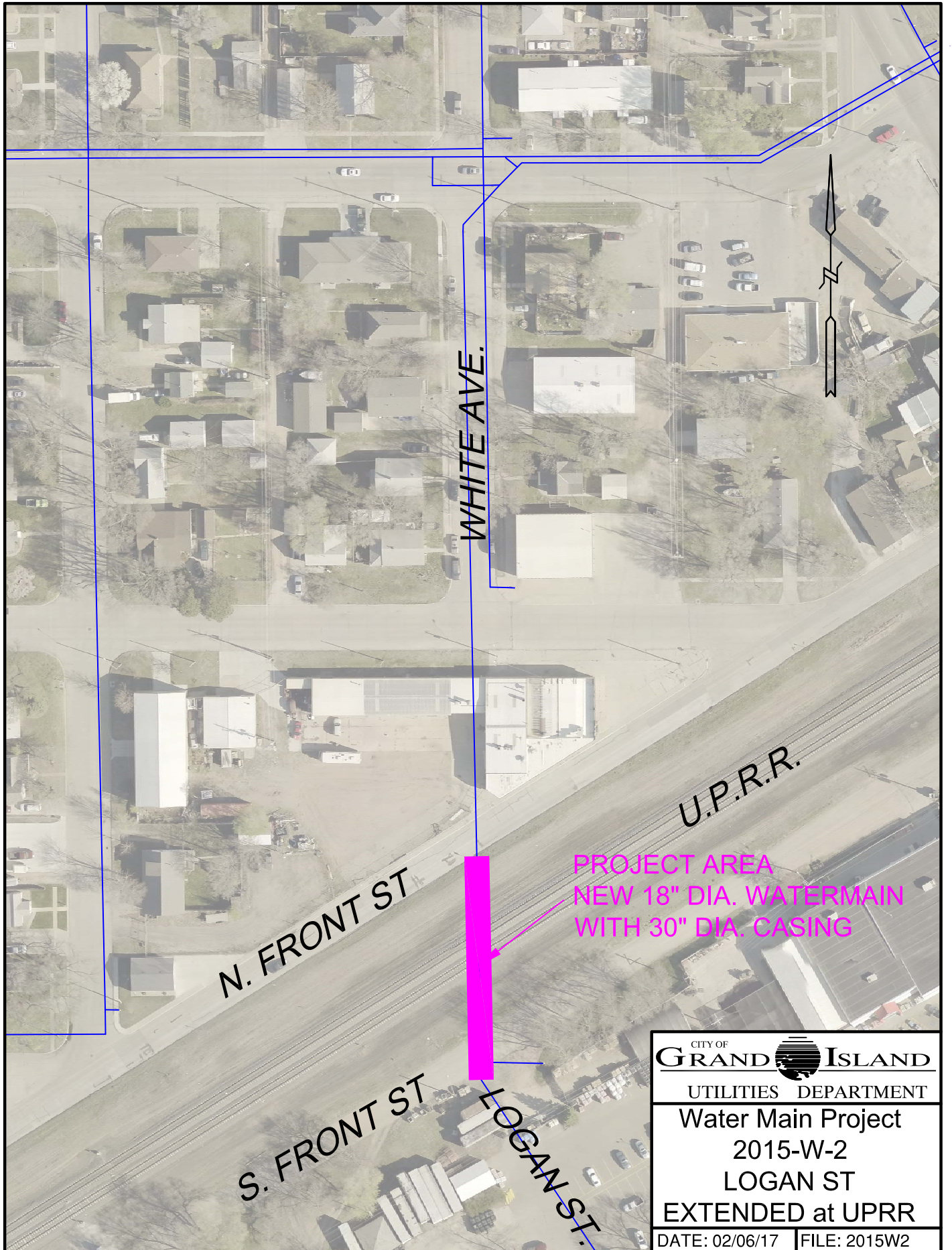
cc: Tim Luchsinger, Utilities Director

Pat Gericke, Utilities Admin. Assist.

Marlan Ferguson, City Administrator  
Karen Nagel, Utilities Secretary

Renae Griffiths, Finance Director  
Jamie Royer, Civil Engineer I

**P1934**



CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>Water Main Project</b>	
2015-W-2	
LOGAN ST	
<b>EXTENDED at UPRR</b>	
DATE: 02/06/17	FILE: 2015W2

Item	Description	Estimated		Diamond Engineering Grand Island, NE		Van Kirk Bros Contracting Sutton, NE		General Excavating Lincoln, NE		Judds Bros. Construction Co. Lincoln, NE		Starostka Group Unlimited Inc. Grand Island, NE	
		Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D.	1.01 18" R.J. D.I. PIPE	178.69	LF	\$174.73	\$31,222.50	\$128.00	\$22,872.32	\$185.00	\$33,057.65	\$710.00	\$126,869.90	\$172.47	\$30,818.66
D.	1.02 6" S.J. D.I. PIPE	10.00	LF	\$54.50	\$545.00	\$40.00	\$400.00	\$65.00	\$650.00	\$150.00	\$1,500.00	\$70.81	\$708.10
D.	1.03 8 MIL. V-BIO POLYWRAP	189.00	LF	\$6.15	\$1,162.35	\$4.00	\$756.00	\$12.00	\$2,268.00	\$2.00	\$378.00	\$6.89	\$1,302.21
D.	1.04 30"x0.500" STEEL CASING - JACK & BORE	109.20	LF	\$388.00	\$42,369.60	\$525.00	\$57,330.00	\$655.00	\$71,526.00	\$750.00	\$81,900.00	\$439.33	\$47,974.84
D.	1.05 18" BUTTERFLY VALVE	1.00	EA	\$3,625.00	\$3,625.00	\$3,780.00	\$3,780.00	\$5,530.00	\$5,530.00	\$6,250.00	\$6,250.00	\$4,605.05	\$4,605.05
D.	1.06 18"x6" M.J. TEE	1.00	EA	\$825.00	\$825.00	\$1,070.00	\$1,070.00	\$1,800.00	\$1,800.00	\$575.00	\$575.00	\$2,039.95	\$2,039.95
D.	1.07 18"x45° M.J. BEND	4.00	EA	\$650.00	\$2,600.00	\$875.00	\$3,500.00	\$1,300.00	\$5,200.00	\$500.00	\$2,000.00	\$730.47	\$2,921.88
D.	1.08 18" RETAINER GLAND	8.00	EA	\$265.00	\$2,120.00	\$272.00	\$2,176.00	\$330.00	\$2,640.00	\$250.00	\$2,000.00	\$383.58	\$3,068.64
D.	1.09 18" SLEEVE COUPLING	4.00	EA	\$1,280.00	\$5,120.00	\$850.00	\$3,400.00	\$900.00	\$3,600.00	\$1,250.00	\$5,000.00	\$1,456.44	\$5,825.76
D.	1.10 VALVE BOX	1.00	EA	\$160.00	\$160.00	\$165.00	\$165.00	\$125.00	\$125.00	\$125.00	\$125.00	\$192.59	\$192.59
D.	1.11 FIRE HYDRANT ASSEMBLY (PLAN 158)	1.00	EA	\$1,415.00	\$1,415.00	\$4,800.00	\$4,800.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,287.68	\$2,287.68
D.	1.12 6" M.J. OFFSET	1.00	EA	\$530.00	\$530.00	\$410.00	\$410.00	\$600.00	\$600.00	\$425.00	\$425.00	\$501.28	\$501.28
D.	1.13 THRUST BLOCK	4.00	EA	\$550.00	\$2,200.00	\$137.00	\$548.00	\$690.00	\$2,760.00	\$700.00	\$2,800.00	\$527.95	\$2,111.80
D.	1.14 REMOVE 30" CURB & GUTTER SECTION	11.00	LF	\$7.00	\$77.00	\$15.00	\$165.00	\$40.00	\$440.00	\$20.00	\$220.00	\$12.61	\$138.71
D.	1.15 REPLACE 30" CURB & GUTTER SECTION	11.00	LF	\$31.75	\$349.25	\$34.00	\$374.00	\$80.00	\$880.00	\$58.00	\$638.00	\$46.01	\$506.11
D.	1.16 REMOVE CONCRETE ROADWAY	3.06	SY	\$9.50	\$29.07	\$20.00	\$61.20	\$20.00	\$61.20	\$150.00	\$459.00	\$35.84	\$109.67
D.	1.17 REPLACE CONCRETE ROADWAY	3.06	SY	\$62.00	\$189.72	\$92.00	\$281.52	\$150.00	\$459.00	\$300.00	\$918.00	\$81.81	\$250.34
D.	1.18 SAW CUT	15.00	LF	\$5.90	\$88.50	\$5.00	\$75.00	\$6.00	\$90.00	\$20.00	\$300.00	\$7.53	\$112.95
D.	1.19 RESTORE GRAVEL ROADWAY	4.00	TON	\$41.00	\$164.00	\$35.00	\$140.00	\$100.00	\$400.00	\$50.00	\$200.00	\$27.36	\$109.44
D.	1.20 SEEDING AND RESTORATION	0.03	AC	\$7,366.62	\$221.00	\$5,000.00	\$150.00	\$19,000.00	\$570.00	\$14,000.00	\$420.00	\$58,336.67	\$1,750.10
D.	1.21 TRAFFIC CONTROL	1.00	LS	\$3,600.00	\$3,600.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$1,018.20	\$1,018.20
				\$98,612.99		\$103,954.04		\$141,156.85		\$237,977.90		\$108,353.96	
EXCEPTIONS				NONE		EXCEPTIONS	NONE	EXCEPTIONS	NONE	EXCEPTIONS	NONE	EXCEPTIONS	NONE



RESOLUTION 2017-49

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main Project 2015-W-2 – Logan Street Extended and Union Pacific Railroad, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 26, 2017, 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 \$98,612.99; and

WHEREAS, the bid of the Diamond Engineering Company is less than the estimate for Water Main Project 2015-W-2 – Logan Street Extended and Union Pacific Railroad.

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 \$98,612.99, for construction of Water Main Project 2015-W-2, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-6

**#2017-50 - Approving Transmission Services Agreement with  
Nebraska Public Power District**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Transmission Services Agreement with NPPD

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

## Background

The power industry has seen tremendous change over the past ten years. Reliability has become a key concern throughout the country. Two major changes have positively impacted the reliability of the power system – the development of federal regulatory compliance standards and the formation of regional transmission organizations. Many of the compliance standards have been directed towards the larger utilities and smaller entities such as Grand Island have been somewhat under the radar. Grand Island is now obligated to comply with assigned standards with others highly recommended for compliance. In an effort to cover potential reliability gaps, certain electronic transmission system analysis is necessary.

## Discussion

The transmission analysis is performed by a computer modeling software. This software requires significant investment, training and support to perform properly. Internal discussions determined that performing this analysis in-house was not possible at this time. Volkmann Consulting, Grand Island's compliance consultant, advised that having a company that is not physically connected to Grand Island perform this analysis is difficult as new data exchanges must be created, and is not aware of any arrangements such as this other than those with adjoining utilities. Since Grand Island is totally surrounded and interconnected with Nebraska Public Power District (NPPD) and they currently have the resources to perform this same analysis on their own system, department staff approached them about performing this analysis on Grand Island's behalf.

Volkmann Consulting has provided some cost comparisons that indicate that other similar entities pay approximately two to two and one-half times the rate that NPPD has agreed to perform these services and that NPPD's pricing seems very reasonable, as well as much of the needed infrastructure between Grand Island and NPPD already exists. It is

recommended by Department staff that the Transmission Assessment Services Agreement be approved for execution.

### **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 Transmission Assessment Services Agreement for execution.

### **Sample Motion**

Move to approve the Transmission Assessment Services Agreement for execution.

# TRANSMISSION ASSESSMENT SERVICES AGREEMENT

This **TRANSMISSION ASSESSMENT SERVICES AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, 2017 (the "Effective Date"), by and between the City of Grand Island, Nebraska, a municipal corporation and political subdivision of the State of Nebraska ("GI") and Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska ("NPPD"), GI and NPPD respectively being sometimes hereinafter referred to individually as "Party" or collectively as "Parties".

## BACKGROUND

NPPD is registered with NERC as a Transmission Operator, which performs Operational Planning Analysis and Real-time Assessments of its transmission system.

GI is registered with NERC as a Transmission Owner, which endeavors to have Operational Planning Analysis and Real-time Assessments, together referred to as "Transmission Assessment Services," performed on its transmission system.

The Parties are entering into this Agreement to document the terms and conditions of the Transmission Assessment Services to be provided by NPPD to GI on and after the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

## AGREEMENT

1. Definitions. The following initially capitalized terms and phrases as and when used in this Agreement shall have the respective meanings set forth below:

"Bulk Electric System (BES)" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"CROW" shall mean the Control Room Operations Window web-based application utilized by SPP for outage scheduling and planned outage coordination.

"Facility Ratings" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"Flowgate" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"Facility(ies)" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"Transmission Operator" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"Transmission Owner" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"NERC" shall mean the North American Electric Reliability Corporation or its successor organization.

"NERC Reliability Standards" shall mean NERC's Reliability Standards for the Bulk Electric Systems of North America as approved by the Federal Energy Regulatory Commission.

"MRO" shall mean the Midwest Reliability Organization or its successor organization.

"OASIS" shall mean the Open Access Same Time Information System.

"Operational Planning Analysis" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"Real-time Assessments" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"Reliability Coordinator" or "RC" shall have the same meaning as in the Glossary of the NERC Reliability Standards.

"SPP" shall mean the Southwest Power Pool, Inc., or its successor organization.

"Transmission Assessment Services" shall have the meaning set forth in the Background section of this Agreement.

2. Scope of Services. NPPD agrees to provide the services to GI as detailed herein.
3. NERC Compliance. The Parties agree that NPPD is not the Transmission Operator for GI Facilities. By providing these Transmission Assessment Services, NPPD assumes no NERC Reliability Standards compliance responsibility for any GI Facilities.
4. Term. The term shall commence on the Effective Date and shall continue until December 31, 2021, and unless terminated by either Party by providing the other with a written notice of termination prior to November 1, 2019, shall continue thereafter on an annual basis until either Party supplies the other with written notice of termination prior to November 1 of the year prior to the effective date of termination. The Agreement will terminate on December 31 of the year following proper notice being given, unless GI is required by NERC and/or MRO to become registered as a NERC certified Transmission Operator (TOP) or contract for such services. GI shall provide NPPD at least one hundred eighty (180) day notice and shall be allowed to terminate this agreement on the date of TOP registration or effective day of acquiring TOP services from a NERC registered TOP or 180 days after providing notice to NPPD whichever is later.
5. Responsibilities of GI.

#### BES Facilities

Upon the Effective Date, GI shall provide to NPPD a list of its transmission and generation BES Facilities to be included in the Transmission Assessment Services. GI shall notify NPPD at least thirty (30) days prior to any changes to its BES Facilities.

#### Model Data

Upon the Effective Date and annually thereafter or as requested by NPPD, GI shall provide to NPPD, model data necessary for NPPD to incorporate GI Facilities into the models it utilizes for Transmission Assessment Services. Such data will be specified by NPPD to GI.

GI shall provide to NPPD information on topology changes at least thirty (30) calendar days prior to the date when the applicable topology change is scheduled to become energized.

#### Facility Ratings

Upon the Effective Date and annually thereafter or as requested by NPPD, GI shall provide NPPD the Facility Ratings for its transmission and generation BES Facilities.

GI shall communicate any Facility Rating changes or generating unit derates via e-mail or phone call to NPPD as soon as possible after discovery. Notifying NPPD does not relieve GI of its obligation to notify its RC or other parties of the Facility Ratings change.

#### Real-Time Reliability Data

GI shall provide to NPPD real-time data on its BES Facilities. Such real-time data includes the status of circuit breakers and disconnect switches, megawatt ("MW") and megavolt ampere reactive ("MVAR") values on each of its BES Facilities and MW and MVAR values for each load serving transformer connected to BES Facilities.

#### Outage Information

GI shall submit all transmission and generation BES Facility outages via SPP's CROW software tool. GI shall also communicate these outages via e-mail or phone call to the NPPD outage coordinators for planned work and the NPPD system operator for emergent work.

#### Operational Planning Analysis

GI shall collaborate jointly with SPP and NPPD to validate the results of any Operational Planning Analysis and determine the need to develop an operating guide and/or Flowgate to manage the anticipated pre- and/or post-contingency Facility Ratings violations.

GI shall collaborate jointly with SPP and NPPD in the development of any operating guide involving GI BES Facilities based upon Operational Planning Analysis results.



GI shall not provide any Operational Planning Analysis results to any person involved in the wholesale merchant function, whether or not such person is an employee of GI, unless such information is already posted on the SPP OASIS.

Real-time Assessment

GI shall immediately communicate any change in status of transmission and generation BES Facilities via phone call to the NPPD system operator and SPP RC.

GI shall collaborate jointly with SPP and NPPD to validate the results and determine the need to develop an operating guide and/or Flowgate to manage the pre- and/or post-contingency Facility Ratings violations.

GI shall collaborate jointly with SPP and NPPD in the development and execution of any operating guides involving GI BES Facilities.

GI shall not provide any Real-time Assessment results to any person involved in the wholesale merchant function, whether or not such person is an employee of GI, unless such information is already posted on the SPP OASIS.

6. Responsibilities of NPPD.

The following NPPD responsibilities shall commence thirty (30) days after the Effective Date of this agreement.

Real-time Reliability Data

NPPD agrees to make such real-time reliability information provided by GI available to its Reliability Coordinator. NPPD assumes no responsibility for any errors or omissions in the data it makes available to its Reliability Coordinator, nor does NPPD assume any reporting responsibility for such data. NPPD shall not provide market-related information to or from SPP.

Operational Planning Analysis

NPPD shall include GI transmission and generation BES Facilities in its Operational Planning Analysis.

NPPD shall identify any GI BES Facilities projected not to be operating within the Facility Rating, for either pre- or post-contingency conditions based upon its Operational Planning Analysis and communicate such results to GI.

Real-time Assessment

NPPD shall include GI transmission and generation BES Facilities in its Real-time Assessment.

NPPD shall identify any GI BES Facilities not operating within the Facility Rating, for either pre- or post-contingency conditions based on its Real-time Assessment and communicate such results to GI.

7. Billing for Services.

For all services provided to GI by NPPD under this Agreement, NPPD shall bill GI monthly in accordance with the provisions in Exhibit A.

Except as otherwise mutually agreed by the Parties, all bills for services provided to GI by NPPD shall be due and paid within thirty (30) days after rendering by NPPD.

If GI disputes all or any portion of a billing for services provided by NPPD under this Agreement, GI shall notify NPPD as soon as possible for resolution of the dispute but is obligated to pay the invoice subject to any refund determined in the resolution of the dispute.

8. Services.

NPPD agrees that the services performed under this Agreement will meet the standards of care, skill, and diligence exercised by NPPD in the performance of such services with respect to NPPD facilities and operations. In the event any services fail to meet said standards, and GI notifies NPPD in writing of such failure, NPPD's sole obligation and liability to GI shall be to perform future services to meet the said standards.

9. Limited Liability.

In no event shall NPPD be liable under this Agreement for direct, special, incidental or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of GI for such damages, even if NPPD is expressly informed of the same.

NPPD's sole liability under this Agreement, whether based on contract, tort, or any other legal theory, shall be limited to, and shall not exceed, performance of future services in accordance with Section 8 of this Agreement.

10. Uncontrollable Forces.

NPPD shall not be liable for loss or damage from any failures to perform any of its contractual obligations under this Agreement because of Uncontrollable Forces, which are circumstances beyond NPPD's control, or because an emergency situation arises which affects NPPD's ability to provide services to GI under this Agreement, and NPPD shall be temporarily relieved of its obligations under this Agreement and shall have a reasonable period of time after termination of the Uncontrollable Force or emergency situation to resume performance. NPPD shall notify GI of the temporary suspension of such services and shall submit to GI an estimate of when such services can be resumed.

11. Contact Information.

Contact information is contained in Exhibit B.

12. Indemnification.

GI agrees to indemnify, defend, and save harmless NPPD and its representatives, agents, or employees from and against all claims, demands, suits, actions, payments, and judgments arising out of NPPD's performance of services under this Agreement, and for any claims arising out of GI's failure or refusal to implement NPPD's written or oral instructions, advice or recommendations, if any, except that GI shall not have an obligation to indemnify, defend, and save harmless NPPD or its representatives, agents, or employees for any negligent act or omission of NPPD or its representatives, agents or employees.

13. Governing Law.

This Agreement is deemed to have been effectively entered into in the State of Nebraska and it shall be interpreted and controlled by the laws of said State. The Parties agree that any action arising out of or related to this Agreement brought by GI against NPPD shall be brought only in the federal or state courts in the State of Nebraska.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**Nebraska Public Power District**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Grand Island, Nebraska**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF CHARGES**

**TRANSMISSION ASSESSMENT SERVICES AGREEMENT**

**Between**

**Nebraska Public Power District**

**And**

**City of Grand Island**

Initial incorporation of GI Facilities into NPPD's model to be billed on Effective Date of this Agreement:

One-time fee: \$8,000

Fee for services as described in this agreement to be billed monthly:

Monthly fee for 2017: \$11,500

The monthly fee shall escalate at four percent (4%) per year effective January 1 of each year as shown below, and as calculated for each subsequent year the Agreement is in effect.

\$11,960.00	2018
\$12,438.40	2019
\$12,935.94	2020
\$13,453.37	2021

**EXHIBIT B**  
**Contact Information**

**TRANSMISSION DATA, MODELING and ASSESSMENT SERVICES AGREEMENT**  
**Between**  
**Nebraska Public Power District**  
**And**  
**City of Grand Island**

**1. Nebraska Public Power District**

Real-Time Operations

(402) 845-5234

Scheduled Outages

(402) 845-5220 or (402) 845-5240

Email – [DCCCoordinatorList@nppd.com](mailto:DCCCoordinatorList@nppd.com)

System Control Engineers

(402) 845-5210 or (402) 845-5255

Email – [h1nguye@nppd.com](mailto:h1nguye@nppd.com) or [dmpham@nppd.com](mailto:dmpham@nppd.com)

Transmission System Control Supervisor

(402) 845-5260

Email – [jjburge@nppd.com](mailto:jjburge@nppd.com)

**2. City of Grand Island**

Real-Time Operations

(308) 385-5465

Email – [pcc-dispatch@grand-island.com](mailto:pcc-dispatch@grand-island.com)

Scheduled Outages

Jeffrey Mead

Keith Pobanz

(308)385-5462 x1142 or (308) 385-5462 x1136

Email – [jmead@grand-island.com](mailto:jmead@grand-island.com) or [kpobanz@grand-island.com](mailto:kpobanz@grand-island.com)

Manager, System Operations - Jeffrey Mead

(308) 385-5462 x 1142

Email – [jmead@grand-island.com](mailto:jmead@grand-island.com)

Copy – Travis Burdett

(308) 385-5466

Email – [tburdett@grand-island.com](mailto:tburdett@grand-island.com)

RESOLUTION 2017-50

WHEREAS, in the last ten years major changes have positively impacted the reliability of the power system – the development of federal regulatory compliance standards and the formation of regional transmission organizations; and

WHEREAS, Grand Island is now obligated to comply with assigned standards; and

WHEREAS, in an effort to cover potential reliability gaps, certain electronic transmission system analysis is necessary; and

WHEREAS, since Grand Island is totally surrounded and interconnected with Nebraska Public Power District (NPPD) and they currently have the resources to perform this analysis on their own system, Utilities Department staff approached them to perform this analysis on Grand Island’s behalf; and

WHEREAS, NPPD’s pricing is very reasonable, and much of the needed infrastructure between Grand Island and NPPD already exists.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Transmission Assessment Services Agreement with NPPD is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☒ _____
March 10, 2017	☒ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-7

### **#2017-51 - Approving Revision of Fee Schedule Regarding Disconnect Fees**

Staff Contact: Tim Luchsinger, Utilities Director



# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Revision of Fee Schedule regarding Disconnect Fees

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

## Background

The current fee schedule includes fees of \$50 for disconnecting and turning on electric services for non-payment of utility bills. Also included in the fee schedule is a charge of \$375.00 for an afterhours turn on, which covers the cost of overtime for sending a line crew out to reconnect service.

In a move to an automated metering system, the Utilities Department is installing “smart” meters, which have a feature that allows an electric service to be disconnected and connect remotely through the metering system software. By installing these meters on services as they are disconnected, the service can be restored by personnel at the Utility Department’s Dispatch Center without the need for a line crew on site.

## Discussion

To eliminate unnecessary cost to delinquent customers, it is recommended that the \$375.00 afterhours turn on fee be removed from the fee schedule and that the \$50.00 turn on fee be applied regardless of the time of day.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council revise the fee schedule to eliminate the afterhours turn on fee.

## **Sample Motion**

Move to approve the fee schedule revision to eliminate the afterhours turn on fee.

RESOLUTION 2017-51

WHEREAS, the current fee schedule is a charge of \$375.00 for after-hours turn-ons; and

WHEREAS, as the Utilities Department is moving toward an automated metering system, installing “smart” meters, which have a feature that allow an electric service to be disconnected and connected remotely through the metering system software; and

WHEREAS, by installing these meters on services as they are disconnected, the service can be restored by personnel at the Utility Department’s Dispatch Center without the need for a line crew onsite after hours; and

WHEREAS, to eliminate unnecessary cost to delinquent customers, it is recommended that the \$375.00 after hours turn-on fee be removed from the fee schedule and that the \$50.00 turn-on fee be applied regardless of the time of day.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the fee schedule be revised to eliminate the \$375.00 after hours turn-on fee and that the \$50.00 turn-on fee be applied regardless of the time of day.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-8

**#2017-52 - Approving Bid Award for the 2017 Asphalt Resurfacing Project No. 2017-AC-1**

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

# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Approving Bid Award for the 2017 Asphalt Resurfacing Project No. 2017-AC-1

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

## Background

On January 6, 2017 the Engineering Division of the Public Works Department advertised for bids for the 2017 Asphalt Resurfacing Project No. 2017-AC-1. There were five (5) potential bidders for this project. This year's work involves asphalt resurfacing on the following City streets.

**Section #1A.** Capital Avenue; Locust Street to Sky Park Road

**Section #1B.** North Road; Husker Highway to Stolley Park Road

**Section #1C.** Wildwood Drive; US Highway 281 to Locust Street

**Section #1D.** Shady Bend Road; Burlington Northern Santa Fe Rail line to Gregory Avenue

## Discussion

Two (2) bids were received and opened on January 19, 2017. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

	Vontz Paving, Inc. of Hastings, NE	J.I.L. Asphalt Paving Co. of Grand Island, NE
<b><i>Bid Section 1</i></b>		
Base Bid	\$784,788.05	\$1,000,912.72
Alternative Bid Section 1	\$89,295.54	\$101,274.45
<b><i>Total Bid Section 1</i></b>	<b><i>\$874,083.59</i></b>	<b><i>\$1,102,187.17</i></b>
<b><i>Bid Section 2</i></b>		
Base Bid	\$695,078.70	\$888,184.71
Alternative Bid Section 2	\$87,191.21	\$113,234.20
<b><i>Total Bid Section 2</i></b>	<b><i>\$782,269.91</i></b>	<b><i>\$1,001,418.91</i></b>

Public Works Engineering staff considered using SLX, a new Department of Roads hot mix, and bid it as an alternate to the commonly used SPR. After much discussion the SPR was selected, as the long term performance history of SLX is not well documented, and there was some concern about future repairs.

An agreement is being presented at tonight's meeting between the City and Hall County for a cost share on the following roadways.

- Shady Bend Rd between Gregory Avenue and approximately 300 feet south of Burlington Northern Santa Fe Railroad Right-of-Way (1.08 miles)
- Wildwood Dr. between Highway 281 and South Locust St. (2 miles)

Per the agreement the City will submit to Hall County an itemized bill for payment of their share of the project cost.

There are sufficient funds in Account No. 21033506-85354 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 Vontz Paving, Inc. of Hastings, Nebraska in the amount of \$874,083.59 as the low compliant bid that meets specifications.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 19, 2017 at 2:00 p.m.  
**FOR:** Asphalt Maintenance Project 2017-AC-1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$1,173,000.00  
**FUND/ACCOUNT:** 21033506-85354 & 21033506-85351  
**PUBLICATION DATE:** January 6, 2017  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<u>Vontz Paving, Inc.</u> Hastings, NE	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE
<b>Bid Security:</b>	North American Specialty Ins. Co.	Granite RE, Inc.
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>		
<b>Section 1A:</b>	\$228,310.65	\$352,680.25
<b>Slternate 1A:</b>	\$ 22,789.76	\$ 24,776.20
<b>Section 1B:</b>	\$140,332.10	\$154,360.65
<b>Alternate 1B:</b>	\$ 16,354.00	\$ 17,672.75
<b>Section 1C:</b>	\$200,196.05	\$222,983.15
<b>Alternate 1C:</b>	\$ 31,891.32	\$ 34,756.50
<b>Section 1D:</b>	\$215,949.25	\$270,888.67
<b>Alternate 1D:</b>	\$ 18,260.46	\$ 22,2903.00
<b>Total 1A – 1D:</b>	\$784,788.05	\$1,000,912.07
<b>Alternate Total:</b>	\$ 89,295.54	\$ 99,498.45

<b>Section 2A:</b>	<b>\$184,412.80</b>	<b>\$300,061.65</b>
<b>Alternate 2A:</b>	<b>\$ 22,574.50</b>	<b>\$ 26,227.60</b>
<b>Section 2B:</b>	<b>\$101,513.35</b>	<b>\$121,903.32</b>
<b>Alternate 2B:</b>	<b>\$ 14,811.07</b>	<b>\$ 18,737.15</b>
<b>Section 2C:</b>	<b>\$182,858.80</b>	<b>\$191,624.20</b>
<b>Alternate 2C:</b>	<b>\$ 29,547.56</b>	<b>\$ 39,116.95</b>
<b>Section 2D:</b>	<b>\$226,293.75</b>	<b>\$280,595.44</b>
<b>Alternate 2D:</b>	<b>\$ 20,258.08</b>	<b>\$ 29,152.50</b>
<b>Total 2A – 2D:</b>	<b>\$695,078.70</b>	<b>\$894,184.61</b>
<b>Alternate Total:</b>	<b>\$ 87,191.21</b>	<b>\$113,234.20</b>

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Terry Brown, PW Engineer

Catrina DeLosh, PW Admin. Assist.  
Renaë Griffiths, Finance Director

**P1937**



RESOLUTION 2017-52

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project No. 2017-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on January 19, 2017 bids were received, opened, and reviewed; and

WHEREAS, Vontz Paving, Inc. of Hastings, 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 \$874,083.59; and

WHEREAS, Vontz Paving, Inc.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2016/2017 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 Vontz Paving, Inc. of Hastings, Nebraska in the amount of \$874,083.59 for Asphalt Maintenance Project No. 2017-AC-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-9

**#2017-53 - Bid Award for Annual Pavement Markings 2017**

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

# Council Agenda Memo

**From:** Shannon Callahan, Streets Superintendent  
**Meeting:** February 28, 2017  
**Subject:** Bid Award for Annual Pavement Markings 2017  
**Presenter(s):** John Collins, Public Works Director

## Background

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

2014 was the first striping season in which a contractor was utilized for pavement marking maintenance. The 2014 pavement marking contract was renewed for two (2) additional one-year periods, the maximum renewal periods stated in the bid solicitation, and is due for re-bidding this year.

## Discussion

Bids were advertised on January 26, 2017 and sent to 12 potential bidders. Three (3) bids were received and opened on February 7, 2017. Bid summary is listed below:

<i><b>Bidder</b></i>	<i><b>Sub-Contractor(s)</b></i>	<i><b>Exceptions</b></i>	<i><b>Total Bid</b></i>
Straight-Line Striping, Inc. Grand Island, NE	County Line Striping, LLC Grand Island, NE	None	\$86,690.95
Highway Signs, Inc. Omaha, NE	None	None	\$125,470.00
Trafcon, Inc. Lincoln, NE	None	None	\$162,520.00

Public Works staff has reviewed Straight Line Striping, Inc's bid submittal including the use of a sub-contractor, County Line Striping, LLD, and feels the submittal is fair and reasonable.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve awarding the contract for Annual Pavement Markings 2017 to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$86,690.95.

## **Sample Motion**

Move to approve awarding contract to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$86,690.95.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** February 7, 2017 at 2:00 p.m.  
**FOR:** Annual Pavement Markings 2017  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$100,300.00  
**FUND/ACCOUNT:** 21033505-85213 & 21033506-85354  
**PUBLICATION DATE:** January 26, 2017  
**NO. POTENTIAL BIDDERS:** 12

**SUMMARY**

<b>Bidder:</b>	<u>Straight-Line Striping, Inc.</u> Grand Island, NE	<u>Trafcom, Inc.</u> Lincoln, NE
<b>Bid Security:</b>	Universal Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Section 1:</b>	\$68,070.00	\$127,240.00
<b>Section 2:</b>	\$18,620.95	\$ 15,280.00
<b>Section 3:</b>	----	<u>\$ 20,000.00</u>
<b>Total Bid:</b>	<u>\$86,690.95</u>	<u>\$162,520.00</u>

<b>Bidder:</b>	<u>Highway Signing, Inc.</u> Omaha, NE
<b>Bid Security:</b>	Cashier's Check
<b>Exceptions:</b>	None
<b>Bid Price:</b>	
<b>Section 1:</b>	\$ 79,700.00
<b>Section 2:</b>	\$ 40,770.00
<b>Section 3:</b>	<u>\$ 5,000.00</u>
<b>Total Bid:</b>	<u>\$125,470.00</u>

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Shannon Callahan, Street Superintendent

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director

**P1939**

RESOLUTION 2017-53

WHEREAS, the City of Grand Island invited sealed bids for Pavement Markings 2017, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 7, 2017, bids were received, opened and reviewed; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$86,690.95.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Straight-Line Striping, Inc. of Grand Island, Nebraska, in the amount of \$86,690.95 for Pavement Markings 2017 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-10

**#2017-54 - Approving Inter-local Agreement with Hall County for Improvements to Sections of Shady Bend Road and Wildwood Drive**

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



# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Approving Inter-local Agreement with Hall County for Improvements to Sections of Shady Bend Road and Wildwood Drive

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

## Background

Council approval is required before entering into an agreement. Pursuing an inter-local agreement between governmental entities is an efficient means of collaborating efforts to better our community.

## Discussion

This agreement is for improvements to the following roadways, which each have segments within the Grand Island City limits and Hall County.

- Shady Bend Rd between Gregory Avenue and approximately 300 feet south of Burlington Northern Santa Fe Railroad Right-of-Way (1.08 miles)
- Wildwood Dr. between Highway 281 and South Locust St. (2 miles)

Per the agreement the City will submit to Hall County an itemized bill for payment of their share of the project cost.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve the inter-local agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

## **Sample Motion**

Move to approve the inter-local agreement with Hall County.

# **INTERLOCAL COOPERATIVE AGREEMENT**

## **FOR IMPROVEMENTS TO ROADS AND STREETS IN AND AROUND GRAND ISLAND, NEBRASKA**

### **BY AND BETWEEN THE COUNTY OF HALL, NEBRASKA AND THE CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT is made and entered into by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the “County”, and the City of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the “City”, WITNESSTH:

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801, *et seq.* provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the County and the City wish to enter into this interlocal agreement for a joint asphaltic concrete resurfacing project on roads and streets in and near the City because of the anticipated cost savings attainable through using a single bidding process and efficiencies of planning and construction with the county and city sharing in the costs and responsibilities as set forth in this agreement in conjunction with the City’s annual asphaltic concrete resurfacing program.

NOW, THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

**1) Scope of the Project:** This agreement is for the asphaltic concrete resurfacing on the following roads or streets (see Attachment "A"):

- a) Shady Bend Rd between Gregory Avenue and approximately 300 feet south of Burlington Northern Railroad Right-of-Way (1.08 miles)
- b) Wildwood Dr. between Highway 281 and South Locust St. (2 miles)

**2) The project cost will include:**

- a) Preliminary, design and construction engineering costs.
- b) Actual quantities of materials used at contract unit prices for the contractor under contract with the City of Grand Island to resurface the roadway.
- c) Patching the roadway in advance of the asphaltic concrete resurfacing.
- d) Building earth shoulders and performing seeding of disturbed earth (as needed).
- e) Placing pavement markings on the new asphaltic concrete surface.
- f) Railroad Coordination
- g) The estimated costs for the individual segments of the project are detailed on attachment B.

**3) City's Obligations**

The City shall be responsible for the following with respect to the project:

- a) Performing preliminary, design and construction engineering services for the project.
- b) Prepare plans and bid specifications for the project following the required bidding practices and requirements of law.
- c) Enter into a contract with a contractor to perform the asphaltic concrete resurfacing work.
- d) Tracking costs of the project and preparing an itemized bill for the County's share of the project costs.
- e) If any work on the project is performed by Hall County within the limits of the City of Grand Island's responsibility, the cost of that work shall count towards Hall County's share of the project cost.

**4) County's Obligations:**

The County shall be responsible for the following with respect to the project:

- a) Administrative duties and costs associated with resurfacing within the Burlington Northern Railroad Right-of-Way on Shady Bend Rd.
- b) Administrative duties and costs associated with resurfacing within the City of Grand Island Utilities (Platte Generating Station) Railroad Right-of-Way on Wildwood Dr.
- c) The Hall County Public Works Director shall concur in the award of the construction contract.
- d) Hall County shall perform roadway striping on Shady Bend Road and Wildwood Drive.
- e) Upon completion of the work and submittal of an itemized bill from Grand Island, Hall County will make payments to the City of Grand Island for the County's share of the project costs.
- f) If any work on the project is performed by the City of Grand Island within the limits of Hall County's responsibility, the cost of that work shall count towards the City's share of the project cost.

**5) Governance:** This agreement shall be co-governed by the Hall County Public Works Director and the Public Works Director for the City of Grand Island.

**6) Indemnification.** Each party hereto agrees to indemnify and hold harmless the other party from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this agreement.

**7) Modification:** This agreement may be modified by written agreement of the Parties.

**8) No Separate Entity:** There shall be no separate legal entity created through this interlocal cooperative agreement.

**9) Finances:** This agreement shall be financed by the funds available to the parties hereto with both government entities assuring each other that each has fiscal capacity and authority to enter into and carry out this interlocal agreement.

**10) Further Agreements:** Each Party hereto shall be responsible for the maintenance of its portion of the roads or streets following completion of the project.

**11) Term and Duration:** This agreement shall become effective on the date that the second party executes the agreement and shall continue in force and remain binding through completion of the project or until either party terminates the agreement upon a 90 day written notice to the other party.

**12) Provision of Assistance:** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

**NOW THEREFORE,** in consideration of the covenants and obligations contained herein, Hall County and the City of Grand Island duly execute this agreement.

**HALL COUNTY**

**CITY OF GRAND ISLAND**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2017.

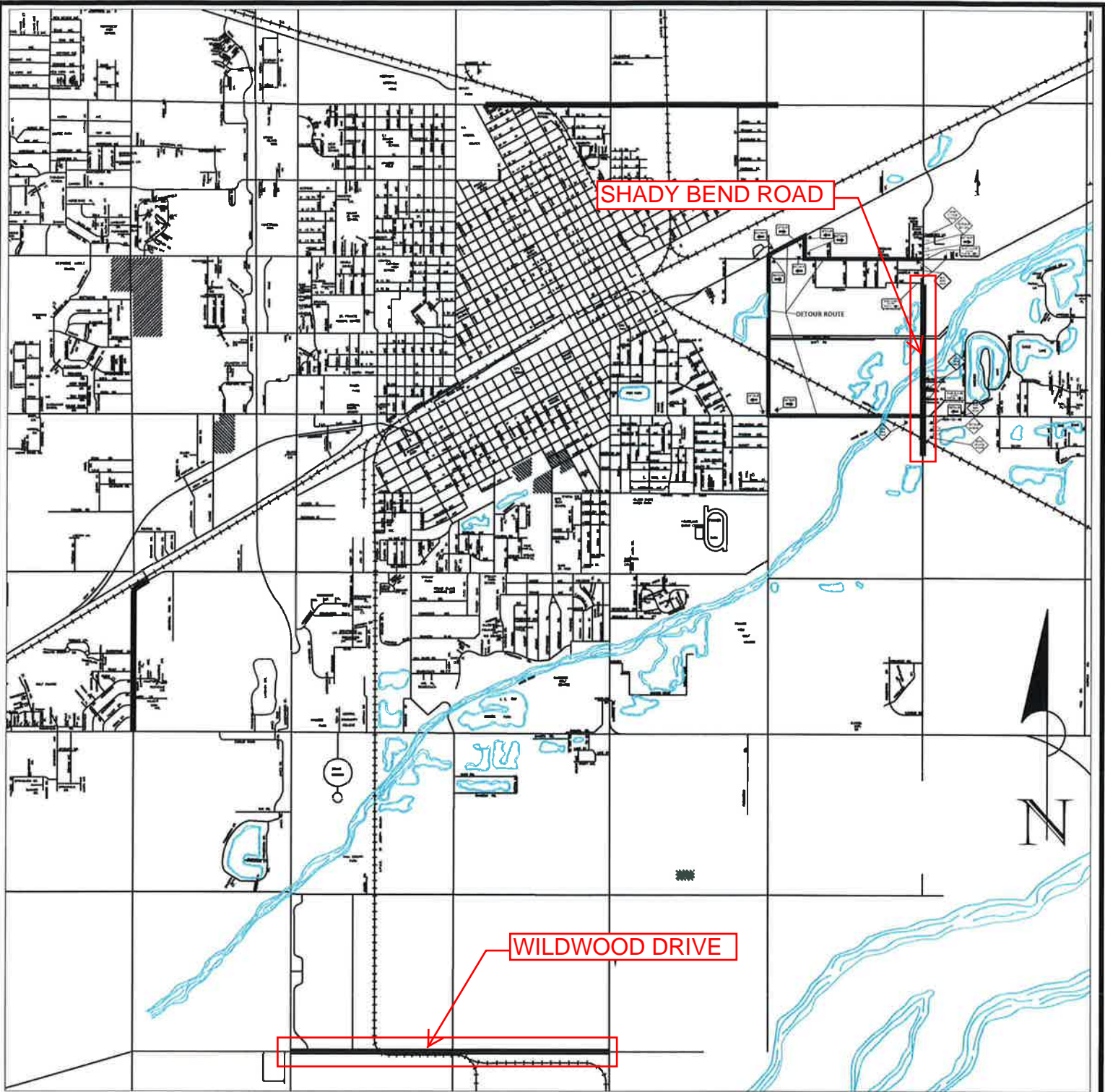
Executed this \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Pamela E. Lancaster, Chair  
Hall County Board of Supervisors

By: \_\_\_\_\_  
Jeremy Jensen, Mayor  
City of Grand Island, Nebraska

Attest: \_\_\_\_\_  
Marla Conley  
Hall County Clerk

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk  
City of Grand Island



SECTION A - Capital Ave. - Locust to Sky Park

SECTION B - North Road - Husker Hwy to Stolley Park Rd

SECTION C - Wildwood Dr - US Hwy 281 to Locust

SECTION D - Shady Bend Rd - 400' South of the BNRR Tracks, North to Gregory St.

**ATTACHMENT 'A'  
LOCATION MAP**

  
**CITY OF GRAND ISLAND**  
 PUBLIC WORKS DEPARTMENT

DATE: 01-05-17
DRAWN BY: Milt
APPVD. BY: TAG
SCALE - None

INTERLOCAL COOPERATIVE AGREEMENT  
 FOR IMPROVEMENTS TO ROADS AND STREETS  
 IN AND AROUND GRAND ISLAND, NEBRASKA  
 BY AND BETWEEN  
 THE COUNTY OF HALL, NEBRASKA  
 AND  
 THE CITY OF GRAND ISLAND, NEBRASKA

**PLAN**  
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J:\Paving - Dist-Proj\Project\Asphalt Resurfacing Projects\2017-AC-1 Resurfacing\Plan Drawings\MasterXrefs\2017-AC-1.dwg, 1/5/2017 10:35:48 AM, Canon iR-ADV C5030/5035 PCL5c

Estimate vs. Contractor's Bid -

BID SECTION 1A - CAPITAL AVENUE; LOCUST STREET TO SKY PARK ROAD				VONTZ PAVING	
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$13,950.00	\$13,950.00
2	COLD MILLING, CLASS 1	29,450.00	SY	\$0.60	\$17,670.00
3	ASPHALTIC CONCRETE, TYPE SPR (2")	3,269.00	TON	\$32.65	\$106,732.85
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	20.00	TON	\$130.00	\$2,600.00
5	PERFORMANCE GRADED BINDER 58V-34	111.00	TON	\$475.00	\$52,725.00
6	TACK COAT	4,417.00	GAL	\$2.15	\$9,496.55
7	TEMPORARY SIGN DAY	180.00	DAY	\$5.00	\$900.00
8	BARRICADE, TYPE II	100.00	BDAY	\$0.50	\$50.00
9	BARRICADE, TYPE III	20.00	BDAY	\$5.00	\$100.00
10	FLAGGING	30.00	DAY	\$375.00	\$11,250.00
11	EARTH SHOULDER CONSTRUCTION	189.00	STA	\$39.50	\$7,465.50
12	SEEDING	2.17	AC	\$2,475.00	\$5,370.75
<b>SubTotal - Bid Section 1A -</b>					<b>\$228,310.65</b>

ALTERNATIVE BID SECTION 1A - BEVELED EDGE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
11	ASPHALTIC CONCRETE, TYPE SPR	292.00	TON	\$61.78	\$18,039.76
12	PERFORMANCE GRADED BINDER 58V-34	10.00	TON	\$475.00	\$4,750.00
<b>SubTotal - Alternative Bid Section 1A -</b>					<b>\$22,789.76</b>
<b>Total - Bid Section 1A -</b>					<b>\$251,100.41</b>

BID SECTION 1B - NORTH ROAD; HUSKER HIGHWAY TO STOLLEY PARK ROAD					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$9,700.00	\$9,700.00
2	COLD MILLING, CLASS 1	16,442.00	SY	\$0.60	\$9,865.20
3	ASPHALTIC CONCRETE, TYPE SPR (2")	1,825.00	TON	\$38.00	\$69,350.00
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	15.00	TON	\$130.00	\$1,950.00
5	PERFORMANCE GRADED BINDER 58V-34	62.00	TON	\$475.00	\$29,450.00
6	TACK COAT	2,466.00	GAL	\$2.15	\$5,301.90
7	TEMPORARY SIGN DAY	108.00	DAY	\$5.00	\$540.00
8	BARRICADE, TYPE II	60.00	BDAY	\$0.50	\$30.00
9	BARRICADE, TYPE III	12.00	BDAY	\$5.00	\$60.00
10	FLAGGING	18.00	DAY	\$375.00	\$6,750.00
11	EARTH SHOULDER CONSTRUCTION	108.00	STA	\$39.50	\$4,266.00
12	SEEDING	1.24	AC	\$2,475.00	\$3,069.00
<b>SubTotal - Bid Section 1B -</b>					<b>\$140,332.10</b>

ALTERNATIVE BID SECTION 1B - BEVELED EDGE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
11	ASPHALTIC CONCRETE, TYPE SPR	215.00	TON	\$60.60	\$13,029.00
12	PERFORMANCE GRADED BINDER 58V-34	7.00	TON	\$475.00	\$3,325.00
<b>SubTotal - Alternative Bid Section 1B -</b>					<b>\$16,354.00</b>
<b>Total - Bid Section 1B -</b>					<b>\$156,686.10</b>

BID SECTION 1C - WILDWOOD DRIVE; US HIGHWAY 281 TO LOCUST STREET					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$9,700.00	\$9,700.00
2	ASPHALTIC CONCRETE, TYPE SPR (1 1/2")	2,453.00	TON	\$34.50	\$84,628.50
3	ASPHALTIC CONCRETE, SCRATCH COURSE (1/2")	818.00	TON	\$32.50	\$26,585.00
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	25.00	TON	\$130.00	\$3,250.00
5	PERFORMANCE GRADED BINDER 58V-34	83.00	TON	\$475.00	\$39,425.00
6	TACK COAT	5,892.00	GAL	\$2.15	\$12,667.80
7	TEMPORARY SIGN DAY	112.00	DAY	\$5.00	\$560.00
8	BARRICADE, TYPE II	80.00	BDAY	\$0.50	\$40.00
9	BARRICADE, TYPE III	16.00	BDAY	\$5.00	\$80.00
10	FLAGGING	24.00	DAY	\$375.00	\$9,000.00
11	EARTH SHOULDER CONSTRUCTION	210.00	STA	\$39.50	\$8,295.00
12	SEEDING	2.41	AC	\$2,475.00	\$5,964.75
<b>SubTotal - Bid Section 1C -</b>					<b>\$200,196.05</b>

ALTERNATIVE BID SECTION 1C - BEVELED EDGE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
13	ASPHALTIC CONCRETE, TYPE SPR	444.00	TON	\$55.78	\$24,766.32
14	PERFORMANCE GRADED BINDER 58V-34	15.00	TON	\$475.00	\$7,125.00
<b>SubTotal - Alternative Bid Section 1C -</b>					<b>\$31,891.32</b>
<b>Total - Bid Section 1C -</b>					<b>\$232,087.37</b>

BID SECTION 1D - SHADY BEND ROAD; BNSF RAIL LINE TO GREGORY AVENUE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$9,700.00	\$9,700.00
2	COLD MILLING, CLASS 3 (3")	17,498.00	SY	\$1.50	\$26,247.00
3	ASPHALTIC CONCRETE, TYPE SPR (3")	2,913.00	TON	\$33.50	\$97,585.50
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	20.00	TON	\$130.00	\$2,600.00
5	PERFORMANCE GRADED BINDER 58V-34	99.00	TON	\$475.00	\$47,025.00
6	TACK COAT	3,500.00	GAL	\$2.15	\$7,525.00
7	TEMPORARY SIGN DAY	200.00	DAY	\$5.00	\$1,000.00
8	BARRICADE, TYPE II	100.00	BDAY	\$0.50	\$50.00
9	BARRICADE, TYPE III	20.00	BDAY	\$5.00	\$100.00
10	FLAGGING	20.00	DAY	\$375.00	\$7,500.00
11	EARTH SHOULDER CONSTRUCTION	112.00	DAY	\$39.50	\$4,424.00
12	SEEDING	1.29	BDAY	\$2,475.00	\$3,192.75
13	RAILROAD COORDINATION	1.00	BDAY	\$5,000.00	\$5,000.00
14	RAILROAD FLAGGING	4.00	DAY	\$1,000.00	\$4,000.00
<b>SubTotal - Bid Section 1D -</b>					<b>\$215,949.25</b>

ALTERNATIVE BID SECTION 1D - BEVELED EDGE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
10	ASPHALTIC CONCRETE, TYPE SPR	267.00	TON	\$52.38	\$13,985.46
11	PERFORMANCE GRADED BINDER 58V-34	9.00	TON	\$475.00	\$4,275.00
<b>SubTotal - Alternative Bid Section 1D -</b>					<b>\$18,260.46</b>
<b>Total - Bid Section 1D -</b>					<b>\$234,209.71</b>

Grand Total Bid Section 1A + 1B + 1C + 1D - **\$784,788.05**

GRAND TOTAL ALTERNATIVE BID SECTION 1A + 1B + 1C + 1D - **\$89,295.54**

**ATTACHMENT B**  
Page 1 of 2



CITY OF GRAND ISLAND									
2017-AC-1									
CITY/COUNTY COST BREAKDOWN									
BID SECTION 1 - SPR									
SECTION	ROADWAY	BASE BID	ALT BID	TOTAL BID	% CITY	CITY COST	% COUNTY	COUNTY COST	
A	Capital Avenue	\$228,311	\$22,790	\$251,100	100.0%	\$251,100	0.0%	\$0	
B	North Road	\$140,332	\$16,354	\$156,686	100.0%	\$156,686	0.0%	\$0	
C	Wildwood Drive	\$200,196	\$31,891	\$232,087	87.5%	\$203,076	12.5%	\$29,011	
D	Shady Bend Road	\$215,949	\$18,260	\$234,210	53.0%	\$124,131	47.0%	\$110,079	
	<b>TOTAL</b>	<b>\$784,788</b>	<b>\$89,296</b>	<b>\$874,084</b>		<b>\$734,994</b>		<b>\$139,089</b>	

ATTACHMENT B  
Page 2 of 2

RESOLUTION 2017-54

WHEREAS, the City of Grand Island is proposing an asphalt overlay project, known as 2017-AC-1, for sections of Shady Bend Road and Wildwood Drive; and

WHEREAS, a portion of such asphalt work will be within the limits of Hall County; and

WHEREAS, it is recommended that an Inter-local Agreement be entered into with Hall County for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared an Inter-local Agreement, which has been reviewed by the City's Legal Department and Hall County, for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-local Agreement by and between the City of Grand Island and Hall County, Nebraska for the asphalt overlay work, known as 2017-AC-1, to be performed on sections of Shady Bend Road and Wildwood Drive is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☒ _____
March 10, 2017	☒ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-11

**#2017-55 - Approving Agreement for Engineering Consulting Services Related to Moores Creek Drainage Extension**

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

# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Approving Agreement for Engineering Consulting Services Related to Moores Creek Drainage Extension

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

## Background

This project will plan, design and build the extension of the Moore's Creek Drainage Ditch to extend drainage to the southwest and to serve current areas as well as the proposed US Highway 30 realignment project. A potential route is shown on the attached exhibit. Design may be completed by internal City of Grand Island staff with assistance from the selected consultant. Detention cells may also be included as part of the project. This project is not part of the approved Capital Improvement Program but is recommended because of the time sensitive opportunity to save funds.

On November 25, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for the Moores Creek Drainage Extension, with twelve (12) potential respondents.

## Discussion

Five (5) engineering firms submitted qualifications for the engineering services for Moores Creek Drainage Extension. JEO Consulting Group, Inc. of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for JEO Consulting Group, Inc.'s services will be provided on a time and materials basis with a maximum fee of \$165,600.00.

Based on an update of the project status for the Northwest Flood Control project from Central Platte Nebraska Resource District (CPNRD) the City's cost share for FY 2016/2017 has been reduced from the budgeted \$1,318,870.00 to \$600,000.00. Public

Works staff is requesting to use the difference of \$718,870.00 to begin work on the Moores Creek Drain Extension and help reduce overall City costs for this project by coordinating this work with the State of Nebraska US Highway 30 realignment project. Such coordination will provide the opportunity for some of this drainage project to be constructed as part of the US Highway 30 realignment. There is also the potential for a reduction in cost of the US Highway 30 realignment as Moore's Creek would provide borrow material for the roadway. In addition to the US Highway 30 realignment benefits the northwest part of the City has a need for this large drainage project as well, to handle water in the newly developed subdivision and commercial areas.

### **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 agreement with JEO Consulting Group, Inc. of Omaha, Nebraska, in the amount of \$165,600.00.

### **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEERING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROJECTS**

**RFP DUE DATE:** December 13, 2016 at 4:00 p.m.  
**DEPARTMENT:** Public Works  
**PUBLICATION DATE:** November 25, 2016  
**NO. POTENTIAL BIDDERS:** 12

**SUMMARY OF PROPOSALS RECEIVED**

**HDR**  
Omaha, NE

**JEO Consulting Group, Inc.**  
Wahoo, NE

**EA Engineering**  
Lincoln, NE

**Schemmer Associates**  
Lincoln, NE

**Olsson Associates**  
Lincoln, NE

**Felsburg Holt & Ullevig**  
Omaha, NE

**Alfred Benesch & Company**  
Grand Island, NE

**Miller & Associates**  
Kearney, NE

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

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Keith Kurz, PW Engineer

**P1925**



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between \_\_City of Grand Island\_\_ (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

\_\_\_\_\_ Moore’s Creek Drainage Extension Phase 1 \_\_\_\_\_ (“Project”).

JEO Project Number: \_\_\_R161975\_\_\_\_\_

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Grand Island

Engineer: JEO Consulting Group, Inc.

By: Mayor Jeremy Jensen

By: Kevin Kruse

Title: Mayor

Title: Water Resources Department Manager

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

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

Address for giving notices:

Address for giving notices:

City Hall

JEO Consulting Group, Inc.

100 E. First St.

142 West 11<sup>th</sup> Street

Grand Island, NE 68801

PO Box 207

\_\_\_\_\_

Wahoo, NE 68066





EXHIBIT A - SCOPE OF SERVICES  
Moore's Creek Drainage Extension – Phase 1  
City of Grand Island, Nebraska

JEO Project # 161975  
February 17, 2017

**PROJECT BACKGROUND AND STUDY AREA:**

The City of Grand Island (City) began a stormwater master plan in 2016 for the Moore's Creek watershed located in the western portions of the City. The primary goals of this project are to: assess drainage conditions within the City; identify Capital Improvement Program project needs to address drainage deficiencies; and to reduce flooding risks. Among the project recommendations developed for the master plan is an extension of Moore's Creek to better serve southwestern portions of the City. The drainage extension includes a series of ditches and detention cells generally located south of Old Potash Highway and east of Monitor Road. Refer to the attached concept plan for details on the proposed drainage extension.

**PROJECT TASKS:**

The consultant shall perform the following tasks for this project:

**TASK I: PROJECT MANAGEMENT AND MEETINGS**

**Task 1.1 – Management**

Project management will be maintained to inform team members of budget, schedule, milestones and feedback from City staff. This includes general project administration and monthly progress reports to be included with billing statements.

Deliverables – Deliverables will include the monthly progress reports.

**Task 1.3 – Agency and Utility Coordination**

Agency coordination meetings will be conducted separately with the USACE and NDOR to obtain feedback on the project route and identify permitting needs, among other objectives. Up to two (2) meetings are anticipated. The understanding is that the USACE has provided a determination to NDOR that there are no jurisdictional wetlands impacted by the proposed Highway 30 realignment project. However, the extent of NDOR's wetland delineation is unknown and needs to be reviewed in regard to the proposed Moore's Creek project. Coordination will also be conducted with utility companies via phone or email. No formal site visits or office meetings are anticipated for utility coordination.

Deliverables – Deliverables will include an agenda and minutes for each meeting.

**Task 1.4 – Coordination with the City**

*Task 1.4.1 – Kickoff Meeting*

A kick-off meeting will be held with the City at the outset of the project. The following topics may be discussed at project kick-off: project goals and objectives; review the scope; identify key contacts; and project schedule.

*Task 1.4.4 – Monthly Progress Meetings*

Periodic progress meetings (up to 4 meetings) will be conducted to review the project. Conference calls may be held in lieu of in-person meetings as needed.

**Task 1.5 – QA-QC**

Quality control reviews will be conducted periodically to ensure accuracy and completeness.

**TASK 2: PRELIMINARY ROUTE EVALUATION**

**Task 2.1 – Refinement of Concept Route**

The concept plan for the Moore’s Creek drainage extension will be further evaluated based upon several criteria, including but not limited to: property ownership, easements and right-of-way; topography; soil suitability; wetlands and other permitting implications; roadway crossings; and utilities. Up to two alternative routes will be evaluated for feasibility to identify the most viable option. Route evaluation will occur in conjunction with the stakeholder meetings. Based upon the above criteria, the drainage extension route will be finalized. Only one route will proceed towards concept plan refinement.

**TASK 3: LANDOWNER MEETINGS**

**Task 3.1 – Fact Sheet**

Prepare one (1) fact sheet to describe the purpose and location of the proposed project.

**Task 3.2 – Landowner Meetings**

Schedule and conduct one-on-one briefings with property owners within the project area. Property owners and other stakeholders will be provided an overview of the project and will be solicited for feedback and questions about the project, including potential willingness to cooperate with right-of-way or easement acquisitions. Up to ten (10) meetings are anticipated. It is assumed that multiple landowner meetings will occur in a trip and, at most, three (3) trips will be dedicated to landowner meetings.

Deliverables – Deliverables will include: meeting minutes for any landowner meetings; and a hardcopy and electronic copy of the fact sheet.

**TASK 4: FIELD DATA COLLECTION**

**Task 4.1 – Topo Survey and Drawing**

Topographic survey will be conducted to obtain stream cross-section geometry and overbank topography. LiDAR will also be utilized to supplement overbank topography. Bridge, culvert crossings, and other stormwater structures will also be surveyed to obtain pertinent physical parameters such as sizes, materials, alignment, obstructions, etc.

Right of Entry: The City will coordinate with the property owners as needed to obtain right-of-entry allowing survey crews access to private property. The limits of survey will be confirmed with the City prior to field work being completed. The investigation of alternate alignments may require additional field survey. If additional field survey is required beyond the initial data collection, additional fees may be required.

**Task 4.2 – Utility Locating and Mapping:**

JEO will schedule a utility locate and/or request for utility maps within the existing project areas and incorporate into drawings.

**Task 4.3 – Right-of-Way and Easements:**

Existing right-of-way and easements will be identified and incorporated into drawings. The City will assist and provide any available information regarding current right-of-way or easements in the proposed project area. Once final right-of-way and/or easements have been determined, the proposed boundaries will be included in drawings for the purpose of documentation.

**Task 4.4 – Field Visit and Infrastructure Review**

One (1) field visit will be conducted to: review the route alternatives (in conjunction with Task 2); identify existing structures such as bridges, culverts, ponds and detention cells; and identify other constraints that may impact project feasibility.

**TASK 5: RIGHT-OF-WAY AND EASEMENT COORDINATION****Task 5.1 – Identification of Property Owners and Right-of-Way/Easement Needs:**

Identify areas that may potentially be needed for temporary easement (construction staging and access) and permanent easement or acquisition. Prepare right-of-way maps including legal description for temporary and permanent easements. It is anticipated that up to 12 total easements (permanent and temporary) will be needed. If additional easements or acquisitions are required, additional fees may be necessary.

**Task 5.2 – Title Search**

A title search will be performed for the subject properties identified in Task 5.1.

**Task 5.3 – Appraisals**

Appraisals will be conducted for the subject properties identified in task 5.1.

**Task 5.4 – Easement Negotiation with Property Owners**

Right-of-way and/or easements will be negotiated with property owners based upon the fair market values determined in Task 5.3.

**Task 5.5 – Easement Documents**

Right-of-way/easement documents will be prepared based upon the feasibility of acquisitions determined in Task 5.1.

Deliverables – Deliverables will include right-of-way and/or easement documentation.

**TASK 6: GEOTECHNICAL EVALUATION****Task 6.1 – Subsurface Investigations / Borings and Analysis**

The project will consist of field exploration and laboratory testing under the guidance of a geotechnical engineer or geologist (as a subconsultant to JEO) to characterize the subsurface conditions. Up to five (5) borings will be obtained, each at approximately a depth of 30 feet. Associated lab testing from the newly obtained borings will be performed and results will be documented to assess suitability of material for other purposes such as borrow material.

The NDOR may perform subsurface investigations in support of the Highway 30 realignment project. If such investigations are deemed suitable for this project, Task 6 will be adjusted or excluded as appropriate.

## **TASK 7: PRELIMINARY DESIGN**

Preliminary design is planned to consist of one formal submittal, a revised concept plan identifying the general limits of construction and right-of-way/easement needs.

### **Task 7.1 – Hydrology and Hydraulics**

Existing hydrologic modeling efforts developed by JEO will be reviewed and utilized to assess performance characteristics of existing conditions and proposed detention cells for up to the 50-year design storm event. New hydraulic models will be developed utilizing HEC-RAS (1D, steady-state) to evaluate proposed channels and culvert crossings.

### **Task 7.2 – Culverts**

The conceptual route for the Moores Creek Drainage Extension likely requires new culverts. It is assumed no bridges will be required. JEO will prepare a short memorandum of conceptual design information, which details pertinent design features for each structure, including preliminary costs.

### **Task 7.3 – Channels and Ditches**

The current conceptual plan (see attachment) calls for reaches of channels ranging in bottom width between six (6) and 12 feet, with depths ranging from three (3) to five (5) feet, and 3:1 (H:V) side slopes. However, this will be reviewed and refined through Task 7.1. It is not anticipated that grade control structures will be required due to the relatively flat topography.

### **Task 7.4 – Detention Cells**

The current conceptual plan (see attachment) identifies four (4) medium to large detention cell areas. Detention cell locations and sizes will be refined through Tasks 2 and 7.1 and incorporated into the revised concept plan.

### **Task 7.5 – Concept Plan Submittal**

This will include drawings, memos, and cost opinions, as appropriate and commensurate with the revised concept plan.

- Deliverables will include a technical memorandum summarizing the methods and results of the H&H analyses of proposed improvements.
- Cost opinions for the proposed improvements
- Plans of the proposed improvements, including:
  - Cover sheet
  - Summary of general quantities sheet
  - Typical sections
  - General notes
  - Concept route plan view illustrating culverts, detention cells and channels
  - Limited vertical profiles and cross sections

## **TASK 8: PERMITTING**

### **Task 8.1 – USACE Section 404 Coordination**

- JEO will utilize previous wetland delineations that can potentially be obtained from NDOR. It is anticipated that additional wetland delineations will be required for the preferred drainage channel route.
- JEO will coordinate with USACE Section 404 staff to gather input for the 404 permitting approach.
- It is assumed that the actual 404 permit application preparation and submittal will occur in Phase 2 (Final Design), along with any required wetland delineations.

## **PROPOSED PROJECT SCHEDULE:**

The schedule of this project is structured in a manner to provide approximate Phase 2 final design costs and land acquisition costs in sufficient time for the City to budget for Fiscal Year 2018 by July, 2017. Final completion of Phase 1 is anticipated by September 1, 2017.

\* Note: Project schedules are dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the City and NRD. This schedule is also based upon an assumed notice to proceed in February 2017.

## **PROPOSED PROJECT FEE:**

The consultant will provide the services described herein for a fixed fee amount of \$165,600.00. Additional services can be provided based upon current hourly rates as requested by the City. Owner will be billed monthly for services to date.

Task 1 – Project Management and Meetings	\$18,400.00
Task 2 – Preliminary Route Determination	\$11,800.00
Task 3 – Landowner Meetings	\$12,600.00
Task 4 – Field Data Collection	\$19,000.00
Task 5 – Right-of-Way and Easement Coordination	\$52,900.00
Task 6 – Geotechnical Evaluation	\$18,900.00
Task 7 – Preliminary Design	\$29,300.00
Task 8 – Permitting	\$2,700.00
<b>TOTAL</b>	<b>\$165,600.00</b>

## **SERVICES PROVIDED BY THE CITY:**

- Designate City staff member as project representative.
- Provide available relevant data including: LiDAR; storm system data (GIS, as-builts, etc.); flooding history; and other previous studies.
- Information regarding previous court rulings pertaining to Moore’s Creek drainage
- Provide feedback and review of all submittals in a timely manner.
- Notify and acquire permission (if necessary) from landowners for field investigation activities.
- Assist in coordination with NDOR and other project stakeholders, as appropriate
- Provide assistance with landowner meetings

## **SERVICES NOT INCLUDED:**

(If necessary, a fee for these services can be negotiated.)

- Additional meetings not previously noted.
- Floodplain remapping for the project area.
- Comprehensive topographic field survey of overbank/floodplain areas.
- Evaluation or development of additional alternatives beyond those described above.
- Detailed coordination with public and/or private utilities.
- Design beyond the preliminary concept plan level.
- Coordination of securing funding or grants from outside parties.
- Additional public involvement efforts not previously noted.
- Printing, mailing or other costs associated with public information materials.

## **FUTURE PHASES**

Due to unknowns and uncertainties with budgets, scope and fee for Phase 2 (Design and Permitting) will be negotiated upon completion of Phase 1. It is expected that the City retain the JEO Team for all future phases of the project without going through a competitive bid process.

### **PHASE 2**

#### **Permitting (SWPPP/NPDES, USACE 404, Floodplain)**

All necessary permit applications will be completed and submitted as part of Phase 2.

#### **ROW and Easement Acquisitions**

Easements and ROW identified during Phase 1 will be negotiated and obtained during Phase 2.

#### **Final Design and Construction Documents**

Phase 2 will take the preliminary 30% design plans to 100% final completion, including a full set of specifications and bid documents.

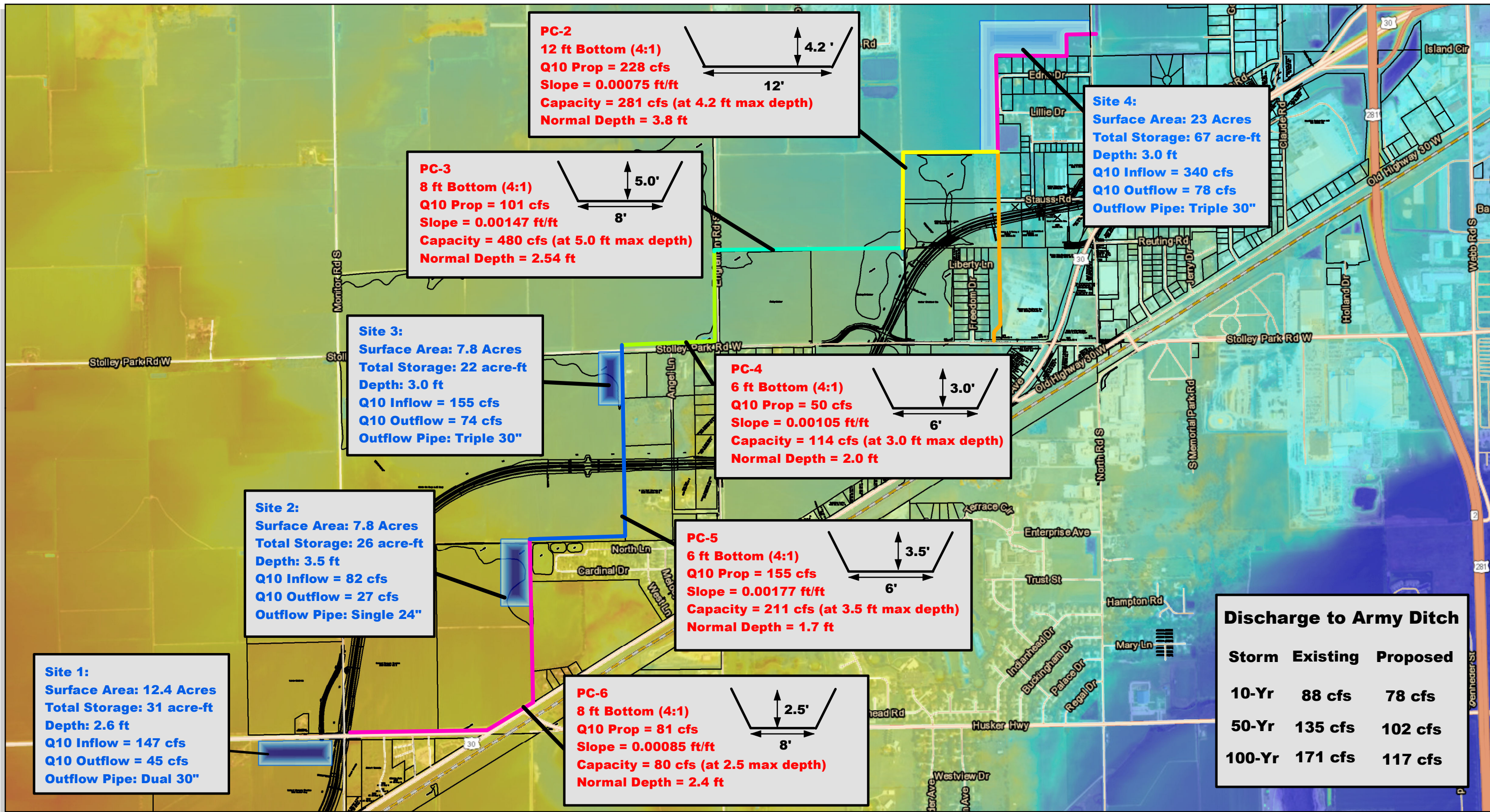
### **PHASE 3**

#### **Bidding and Negotiation**

#### **Construction Staking**

#### **Construction Administration and Observation**

#### **Construction**



Created By: PH  
 Date: 1/31/2017  
 Revised:  
 Software: ArcGIS 10.2  
 File:

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.

# Moore's Creek Drainage Extension Concept Plan

City of Grand Island, Nebraska  
 Hall County



## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of



## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

RESOLUTION 2017-55

WHEREAS, on November 25, 2016 the Engineering Division of the Public Works Department advertised for engineering services for Moores Creek Drainage Extension; and

WHEREAS, on December 13, 2016 five (5) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria JEO Consulting Group, Inc. of Omaha, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and JEO Consulting Group, Inc. of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and JEO Consulting Group, Inc. of Omaha, Nebraska for engineering services related to Moores Creek Drainage Extension, in the amount of \$165,600.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☒ _____
March 10, 2017	☒ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-12

**#2017-56 - Approving Agreement with Olsson Associates for Preliminary Engineering Services for Stolley Park Road Reconfiguration**

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

# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Approving Agreement with Olsson Associates for Preliminary Engineering Services for Stolley Park Road Reconfiguration

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

## Background

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

On November 24, 2015, via Resolution No. 2015-329, City Council approved an agreement between the City of Grand Island and the Nebraska Department of Roads to authorize Stolley Park Road Reconfiguration as a Federal-aid Transportation Safety project. The federal share payable on any portion of a local federal-aid safety project is a maximum of 90% of the eligible participating costs, while the Local Public Agency (LPA) is responsible for the remaining 10% as well as all other nonparticipating or ineligible costs of the project. The current estimate of this project is \$1,349,180.00, with the LPA share being \$169,118.00 at this time.

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

## **Discussion**

Olsson Associates, Inc. of Grand Island, Nebraska was selected to perform Preliminary Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOR for these services, their experience with Federal-aid Transportation projects, and their familiarity with the Stolley Park Road Reconfiguration project. Public Works Engineering staff conducted negotiations to determine the appropriate scope and fee to satisfy NDOR requirements and to ensure quality construction inspection and project management.

Olsson Associates, Inc. will be paid a fixed-fee-for-profit of \$9,500.01 and up to a maximum amount of \$72,208.61 for actual costs, resulting in a total amount of \$81,708.62.

## **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 agreement with Olsson Associates, Inc. of Grand Island, Nebraska to perform engineering services for Stolley Park Road Reconfiguration.

## **Sample Motion**

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

<b>Task Order Agreement No.</b>	<b>BK1712</b>
Master Agreement No.	BK1530
Effective (NTP) Date	
Task Order Amount	C+FF \$81,708.62

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF GRAND ISLAND  
OLSSON ASSOCIATES  
PROJECT NO. HSIP-5402(5)  
CONTROL NO. 42812  
STOLLEY PARK ROAD – GRAND ISLAND

**THIS AGREEMENT**, is between the City of Grand Island ("LPA") and Olsson Associates ("Consultant"), and collectively referred to as the "Parties".

**WHEREAS**, in accordance with the terms of the On-Call Professional Services Master Agreement No. BK1530 ("Master Agreement"), State has selected several consultants, including Consultant, to be available to provide on-call preliminary engineering services for various LPA Federal-aid projects, and

**WHEREAS**, LPA, or State on LPA's behalf, has selected Consultant to provide preliminary engineering ("Services") for LPA's project identified as Project No. HSIP-5402(5), and

**WHEREAS**, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of a May 22, 2015 Master Agreement for on-call preliminary engineering services between Consultant and State, and

**WHEREAS**, LPA and Consultant wish to enter into this Task Order to specify the duties and obligations of the Parties for the completion of the Services described herein, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

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

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson Associates
Address	201 E 2 <sup>nd</sup> Street, Grand Island, Nebraska
Project Manager's Name	Matt Rief
Project Manager's Phone	308-384-8750

1.2 State Project Coordinator

Name	Glen Steffensmeier
Phone Number	402-479-3845

1.3 LPA PL

Name	Terry Brown
Phone Number	308-385-5444

1.4 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

**SECTION 2. DURATION OF THE AGREEMENT**

- 2.1 **Effective Date** --This Agreement is effective upon the earlier of the date (1) LPA, or State on LPA's behalf, issued the Notice to Proceed, or (2) the Parties executed this Agreement.
- 2.2 **Renewal, Extension or Amendment** --The Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 **Identifying Date** – For convenience, the Agreement's identifying date will be the date LPA signed the agreement.
- 2.4 **Duration** – LPA, or State on LPA's behalf, will treat the Agreement as completed or inactive upon the happening of either (1) the final completion of an audit review by State or its authorized representative and the resolution of all issues identified in the audit report, or (2) the waiver of an audit review.
- 2.5 **Termination** -- Further, LPA, or State on LPA's behalf, reserves the right to terminate the agreement as provided herein.

**SECTION 3. TASK ORDER SCOPE OF SERVICES**

- 3.1 Consultant agrees that the entire Scope of Services for this Task Order includes SECTION 5. BASIC SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Basic Scope of Services of the Master Agreement.
- 3.2 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

**SECTION 4. NOTICE TO PROCEED AND COMPLETION**

- 4.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice-to-Proceed upon full execution of this Task Order. Any Services performed by Consultant on the project

prior to the date specified in the written Notice-to-Proceed will not eligible for reimbursement.

- 4.2 Consultant shall complete all the Services according to the schedule in attached Exhibit "A" and shall complete all Services required under this Task Order in a satisfactory manner by February 14, 2018. Any costs incurred after the completion date will not eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time.
- 4.3 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays attributable to LPA or State may constitute a basis for an extension of time.

**SECTION 5. STAFFING PLAN (For PE Services, TO)**

- 5.1 Consultant has provided State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Agreement. Consultant understands that State is relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Agreement. State considers the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Agreement, the Consultant may make occasional temporary changes to the key personnel. However, State must approve, in advance and in writing, any permanent change to the key personnel.
- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B" attached and incorporated herein by this reference.



## **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. This form is available on the Department of Roads website at [www.transportation.nebraska.gov/projdev/#save](http://www.transportation.nebraska.gov/projdev/#save).
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

## **SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "B".
- 7.2 The general provisions concerning payment under this Task Order are set out on the Exhibit "B".
- 7.3 For performance of the services as described in this Task Order, Consultant will be paid a fixed-fee-for-profit of \$9,500.01 and up to a maximum amount of \$72,208.61 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$81,708.62.

## **SECTION 8. SUSPENSION OR TERMINATION** (Unique)

### **8.1 Suspension or Termination**

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

### **8.2 Suspension**

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "B", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

## **SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11-19 and 21-28 of the Master Agreement for preliminary engineering, for LPA projects between the Nebraska Department of Roads and Consultant, dated May 22, 2015, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

## **SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to State unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

## **SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

## **SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order Agreement constitute the entire agreement ("The Task Order Agreement") between the Parties. The Task Order Agreement supersedes any and all previous communications, representations, or other

understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein.

**IN WITNESS WHEREOF**, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by the Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

OLSSON ASSOCIATES, INC.  
Michael Piernicky, P.E.

\_\_\_\_\_  
Vice President

STATE OF NEBRASKA )  
                          )ss.  
DOUGLAS COUNTY)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

**EXECUTED** by the City of Grand Island this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF GRAND ISLAND  
Jeremy Jensen

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_ Date \_\_\_\_\_

RESOLUTION 2017-56

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City as a sub-recipient of Federal-aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City and Olsson Associates, Inc., wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor, Jeremy Jensen, is hereby authorized to sign the attached preliminary engineering services agreement between City of Grand Island, Nebraska and Olsson Associates, Inc.

NDOR Project No.: HSIP-5402(5)

NDOR Control No.: 42812

NDOR Project Name: Stolley Park Road Reconfiguration, Grand Island

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

The City Council of the City of Grand Island

Vaughn Minton  
Mark Stelk  
Linna Dee Donaldson  
Mike Paulick  
Michelle Fitzke

Jeremy Jones  
Roger Steele  
Julie Hehnke  
Mitch Nickerson  
Chuck Haase

Council Member \_\_\_\_\_ moved the adoption of said resolution;  
Council Member \_\_\_\_\_ seconded the motion

Roll Call: \_\_\_ Yes \_\_\_ No \_\_\_ Abstained \_\_\_ Absent

Resolution adopted, signed and billed as adopted.

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

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
March 10, 2017           ☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-13

**#2017-57 - Approving Agreement for Engineering Consulting Services Related to Transit Needs Assessment and Feasibility Study**

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

# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Approving Agreement for Engineering Consulting Services Related to Regional Transit Needs Assessment and Feasibility Study

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

## Background

Since the mid-1970s, Hall County, using FTA Section 5311 Rural Transit Funding, has provided portal-to-portal services through Senior Citizens Industries, Inc. Over the years, this service has evolved into a full-scale, portal-to-portal transit service, providing transportation to all residents of Hall County through a combination of buses, vans, and discounted cab vouchers.

The City of Grand Island occupies the predominant portion of an area designated as an Urbanized Area (UZA) by the Bureau of the Census following the 2010 census. In 2013, the Grand Island Area Metropolitan Planning Organization (GIAMPO) was established to serve as the formal transportation planning body for the greater Grand Island metropolitan region. With the “Urbanized” designation, the City of Grand Island became the direct recipient to receive FTA Section 5307 Urban Transit Funding. The transition period to use 5311 funds in support of public transportation in the Grand Island Urbanized Area ended on June 30, 2016.

In July 2016, the City of Grand Island City Council approval an inter-local agreement where the City agreed to provide public transit services within Hall County and the City of Grand Island through contract services with Senior Citizens Industries, Inc. for an initial twelve month term. This contract is funded from 5307 funds, 5311 funds, and local matching funding sources via the City of Grand Island and Hall County. The 5307 funds are for public transit services in the Grand Island Urbanized area in Hall County, while the 5311 funds are for services in the rural areas in Hall County. Contracted costs for the first year are \$638,430.00.

The City of Grand Island will perform a Regional Transit Needs Assessment and Feasibility Study in order to plan public transportation services in the future as a result of moving from a designated rural to urban community. This study is identified in GIAMPO’s state fiscal year 2017 Unified Planning Work Program (UPWP). The UPWP budgeted \$155,000 for a Regional Transit Needs Assessment and Feasibility



Study, which is funded from 5307 funds, 5305 funds, and local matching funding sources via the City of Grand Island.

On October 15, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for Regional Transit Needs Assessment and Feasibility Study, with thirty-four (34) potential respondents.

### **Discussion**

Four (4) engineering firms submitted qualifications for the engineering services for Regional Transit Needs Assessment and Feasibility Study. Olsson Associates, Inc. of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Project understanding and approach ..... 35%
- Firm experience and qualifications on similar work ..... 35%
- Clarity of qualifications submittal, technical soundness, and enhancements to general scope of work outline in this Request for Qualifications ..... 10%
- Past performance on contracts with government agencies ..... 10%
- Capacity to accomplish the work in the required time ..... 10%

Compensation for Olsson Associates, Inc. services will be a fixed-fee-for-profit of \$13,514.00 with a maximum amount of \$142,501.00 for actual cost, resulting in a total agreement amount of \$156,015.00.

### **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 agreement with Olsson Associates, Inc. of Omaha, Nebraska, in the amount of \$156,015.00.

### **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATION  
FOR ENGINEERING SERVICES FOR  
TRANSIT NEEDS ASSESSMENT AND FEASIBILITY STUDY**

**RFP DUE DATE:** November 17, 2016 at 4:00 p.m.  
**DEPARTMENT:** Public Works  
**PUBLICATION DATE:** October 15, 2016  
**NO. POTENTIAL BIDDERS:** 34

**SUMMARY OF PROPOSALS RECEIVED**

**Olsson Associates**  
Omaha, NE

**SRF Consulting Group, Inc.**  
Omaha, NE

**Felsburg Holt & Ullevig**  
Centennial, CO

**Wilson & Company**  
Omaha, NE

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

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Allan Zafft, MPO Program Manager

**P1911**

## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

February 28, 2017

Allan Zafft, MPO Program Manager  
City of Grand Island, Public Works Department  
100 East First Street, Box 1968  
Grand Island, NE 68802

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mr. Zafft:

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

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. As requested from the Client, Olsson attached the **Work Order/Scope of Work**, as approved by the Client. The Work Order includes the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in the Scope of Work. The Client acknowledges it has reviewed the General Terms and Conditions (Attachment C), and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference.

Olsson attached for the Client the Scope of Work. Olsson shall invoice the Client for all services performed as outlined in the Scope of Work. Olsson shall not commence work on the Scope of Work without Client's prior approval in writing.

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

### SCHEDULE FOR SERVICES

Details of the schedule are outlined in the Scope of Work.

Anticipated Start Date: March 1, 2017  
Anticipated Completion Date: November 30, 2017

**COMPENSATION**

Compensation is outlined in the Scope of Work. Olsson shall submit invoices monthly and payment is due within 30 calendar days of the invoice date. For performance of the services as outlined in the Scope of Work, Olsson will be paid a fixed-fee-for-profit of \$13,514.00 and up to a maximum amount of \$142,501.00 for actual cost in accordance with Attachment B. The total agreement amount is \$156,015.00.

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards, and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to the Scope of Work. The Agreement may only be modified in writing signed by both parties.

The Client's designated representative shall be Allan Zafft, AICP, MPO Program Manager.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 60 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By Jeff Palik  
Jeff Palik

By Matt Rief  
Matt Rief

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

**CITY OF GRAND ISLAND**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

Attachments

- A. Work Order/Scope of Work
- B. Fee Schedule
- C. General Terms and Conditions Associated with FTA Contracts
- D. Additional Provisions

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**Attachment A: WORK ORDER/SCOPE OF WORK**

Attachment A is hereby attached to and made a part of the Master Agreement for Professional Services dated February 28, 2017 between City of Grand Island ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

**GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

**PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Grand Island, NE/Hall County, NE  
Project Description: Regional Transit Needs Assessment and Feasibility Study

(Scope of Services, Schedule for Services, and Compensation below)

**TERMS AND CONDITIONS OF SERVICE**

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

Client's designated Project representative shall be Allan Zafft, AICP, MPO Program Manager.

If this Work Order/Scope of Work satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 60 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By   
Jeff Palik

By   
Matt Rief

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order/Scope of Work, please sign:

**CIT OF GRAND ISLAND**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Dated: \_\_\_\_\_

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## Work Order/Scope of Work

# Regional Transit Needs Assessment and Feasibility Study

### TASK 1: PUBLIC INVOLVEMENT

#### Deliverables:

- Public Involvement Plan
- Presentations, public notifications, and informational materials for meetings and outreach activities
  - Documentation of public involvement process and input received
- Updated study contact list

The Public Involvement Plan will provide information regarding the focus groups, Interested Parties, stakeholder meetings and public outreach activities to be conducted throughout the study timeframe. Three rounds of public input, engaging the above groups, will be conducted at major milestones during the study. Focus groups represent a group of persons typically with similar background or themes, such as major employers. The focus group meetings typically include from 5 to 20 people during one meeting session. Stakeholders include specific persons or person within the region to contact individually or in small numbers to discuss the study purpose and goals. Stakeholders would include City/MPO staff directly involved with the study, the Technical Advisory Committee (TAC), and other individuals to be identified with the local project team.

- 1st public meeting with Interested Parties and general public will occur before the upcoming focus group meetings
  - Discuss project scope, schedule, established vision/goals
  - Notify representatives to attend focus groups
- Up to three rounds of focus groups and stakeholder interviews
  - Round 1 – Discuss transit needs/demand for service and possible partnering opportunities
  - Round 2 – Input on transit alternatives
  - Round 3 – Input on preferred alternative which is fiscally constrained
- 2nd public meeting with Interested Parties and general public will be scheduled separately from Round 3 of public engagement
  - Input on Final Draft Report

The first round of public open house meetings will be held in March 2017, assuming the Notice to Proceed is executed in February. For each round of public engagement, Olsson will prepare display boards and a brief questionnaire allowing attendees to submit thoughts and ideas for future transit services in Hall County and Grand Island. Olsson will be responsible for preparing materials for meeting notices and meeting minutes.

An extensive list of stakeholders was developed for the GIAMPO LRTP. Olsson, in coordination with the local project team, will review that information and build a comprehensive list of contact persons for this regional transit study. This list is the beginning step to arranging several groups to meet with and discuss the transit study. From that contact list, we will identify stakeholders and focus group opportunities. We will work with the local project team to identify the best mechanism for outreach to the disabled, LEP communities, and underrepresented groups. Meetings will be approximately 60-minutes for each public engagement group. The meetings will be held on concurrent days during the specified outreach days, as directed by the local project team.

Olsson Associates will prepare online materials for the Regional Transit Needs Assessment and Feasibility Study. The materials will be available for the City's website. It is recommended a link be established on the City's website for the study. Olsson will work with local IT staff to determine the appropriate file structure best for posting information and for receiving information from the community.

A community survey will be developed for the project, both online and hardcopy. Olsson will not have leading questions incorporated into the survey. The purpose of the community survey is to assist in the identification of transit needs and gaps for service in the next five years. Olsson will also develop a survey for the transit riders using the service today. The Hall County Public Transportation (Senior Citizens Industries, Inc.) staff

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will administer and collect the completed surveys. Olsson will compile and summarize the results for both surveys.

During preliminary discussions with the local project team, tentative interested parties were identified and will be invited to participate in public engagement activities, such as focus groups and public meetings. The interested parties will not have a leadership role. City staff and/or the TAC will provide guidance to the consultant team throughout the study timeframe. A preliminary list of interested parties is shown below. These will be reviewed and adjusted as needed.

1. United Way
2. County Supervisor
3. Chamber
4. Department of Health
5. Bicycle/Pedestrian Committee
6. School District Transportation
7. City Council
8. Mayor
9. Transit Providers
10. College
11. NDOR
12. Downtown Business Improvement District
13. MPO/City
14. County

Focus Groups will also be conducted as part of the Regional Transit Needs Assessment and Feasibility Study. Preliminary groups are listed below. As the stakeholder list is revisited, groups will be formed as appropriate.

1. Major employers
2. Transportation Providers
3. Elected Officials
4. Educational institutions
5. Elderly Services and Residential sites
6. Faith-based Community

Olsson will prepare a formal letter to welcoming participation from interested parties in the community. The letter will be signed by representatives from the local project team and sent to representative agencies on appropriate letterhead. In addition, prior to sending the formal letter, members of the local project team will contact interested parties to give a brief introduction to the study and request their participation in the public engagement activities. Olsson will provide the verbiage for the short introduction to the study.

## **TASK 2: TRANSIT VISION, GOALS, OBJECTIVES**

### **Deliverables:**

- 5-Year Transit Vision Statement
- Study Goals

A clear 5-year vision statement and well-defined study goals will be developed by Olsson in coordination with the local project team. The vision statement and goals are important for identifying and analyzing reasonable transit concepts. They serve as the primary criteria used to develop, evaluate, select, and prioritize service improvements. The first round of public engagement will provide the basis for the development of the 5-year vision and goals for the study. Sample goals are shown below.

- Getting the transit programming up and running in compliance with 5307 FTA requirements (i.e. paperwork)
- Cost efficient and cost effective program
- Maximize current revenue (federal and local)
- Funding partnerships

### **TASK 3: EXISTING TRANSIT ASSESSMENT**

#### **Deliverables:**

- Transit Provider Profile
- Assessment of Existing Transit Services

The purpose of Task 3 is to analyze the existing transit agencies providing service in the region. Olsson will provide an analysis of the current public transit providers within Hall County and Grand Island. We will review service days, service hours, peak service, and vehicle utilization. Olsson will obtain, organize, and review available data and reports pertaining to the existing public transit providers. These data may include:

- Historical ridership data
- Average ridership by time of day
- Itemized annual operating expenses and revenue trends
- Budget projects
- Annual revenue hours and revenue miles trends
- Farebox data
- Transit supervisor data pertaining to ontime performance, if available
- Previous customer survey data
- Current schedules
- Organizational chart
- Average boarding data, identifying high activity transit locations
- Previous quarterly reports to NDOR
- Public transit data included in the City/County departments
- Transit maps
- Service area
- Fare structure
- Fleet data, including age, mileage, replacement year, accessibility
- Maintenance arrangements
- Annual customer service data for requests, complaints, etc.
- Facility data, including structures, age, annual maintenance
- Reservation and scheduling procedures
- Daily or weekly call volume
- Marketing plan
- Existing communications equipment, technologies in place, and future plans

Olsson will conduct ride-alongs and site visits on the transit buses and to the contractor agency offices, as appropriate. We will interact with transit riders and staff for the services. Once these data are collected for Hall County Public Transportation (Senior Citizens Industries, Inc.) and for the other transit providers in Hall County, a profile for each agency will be developed to understand the level of public transportation services are available to residents. We will use this information to develop strategies, if applicable, for better coordination among the agencies.

Olsson will collect and review annual, quarterly or monthly operations reports for the previous three years. We will also review existing policies, procedures, and performance standards currently in place for all transit services. We will document current staffing for management and operations positions.

A peer review will be conducted for comparative review of communities of similar-size. Up to five peer communities will be identified for review. Olsson shall determine how other communities are addressing their transit needs. The review will include the types of transit service existing within the community, transit governance structure, funding, community population, number/types of transit providers, riders, and the community characteristics.

### **TASK 4: MARKET ASSESSMENT/TRANSIT DEMAND**

#### **Deliverables:**

- Transit Demand for the Region (Maps and Summary)
- Market Analysis and Community Profile (Maps and Summary)
- Technical Memo 1 – Existing Conditions, inclusive of Tasks 1 - 4

U.S. Census data, along with quantitative and qualitative data gathered in the preceding tasks, will be used to determine the need for transit service in the Grand Island region. Data compiled will help identify existing and

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future transit demand. Understanding the community dynamic and Census statistics allows the team to assess future transit services for those areas indicating a high transit need.

It is important to establish with the community that transit demand is not the same as transit need. Transit demand is defined as the number of passenger trips to be taken when a given level of passenger transportation service is available. Gauging transit need is different than estimating demand for transit services. Needs will always be greater than demand. A common methodology for quantifying need is the Mobility Gap methodology.

To gauge the transit demand, one common best practice to be used in conjunction with peer analysis is the national report, 2016 Estimating Ridership of Rural Demand-Response Transit Services for the General Public. This report builds from a previous report, TCRP Report 161, which focused on program and non-program transit trips.

In addition to the above methodology, Olsson will complete transit demand estimates using population and existing transportation programs from peer agencies, using passenger trips per capita, which typically relates to population density and land use patterns. Future service alternatives will be developed based upon the transit demand and needs for the area. These may include demand response service, similar to today, flex routes, express routes, fixed routes, coordination of existing services, etc.

The market analysis begins with collecting socio-economic, demographic, land use, and travel pattern data for Grand Island region. We will analyze how these data relate or "match up" with the existing public transit services. Olsson will identify major activity centers, street/roadway networks, and community characteristics. Quantitative and qualitative data gathered will determine the need for transit service in Hall County. A comparative review of community transit need vs. available transit service will be conducted to determine the degree of unmet transit need. Developing transit service alternatives aimed at addressing this unmet need will then be the focus for the next tasks of the study.

Data compiled within this task will identify existing and future transit demand, as well as provide guidance on appropriate modes to meet that demand (such as demand response, flex routes, express routes, fixed routes, increased coordination of existing services, etc.) within the study area.

## **TASK 5: TRANSIT ALTERNATIVES**

### **Deliverables:**

- Transit alternatives for Grand Island and Hall County

The Olsson team, in coordination with the local project team, will develop realistic 5-year transit service alternatives aimed at addressing specific goals and objectives relating to providing transit service and meeting unmet transit needs within Hall County in the context of transit coverage versus transit performance and transit convenience versus transit cost-effectiveness. This effort will build upon the current and forecasted transit demand identified in the market analysis of Task 4.

Attention will be paid to identifying specific transit service types that best meet identified needs and will include discussing coordination strategies that local transportation providers can participate in to improve the overall transportation within the region. Non-traditional, innovated alternatives may also be evaluated, which would include, among other modes, discussing taxi programs, route deviation, rideshare programs, or real-time demand response for residents throughout the region.

Along with alternatives, the service cost of each transit type and service level will be developed. The method of determining the costs will be documented. This will include the advantages and disadvantages of each method of addressing unmet transit demand to provide the most cost-effective transit service to fill the transportation gaps of residents accessing civic buildings, accessing major employment areas, medical services and other areas.

## **TASK 6: OPERATIONS MANAGEMENT**

### Deliverables:

- Operations Management Assessment
- Technical Memo 2 – Transit Alternatives, Tasks 5-6

Olsson will research the advantages and disadvantages of using a contractor for service verses operating the service in-house. This section is important for the next step after the City's current bridge contract with Senior Citizens Industries, Inc. We will also provide a brief overview of recent nationwide research projects discussing the best practices for transit management. We will document the most common reasons for transit agencies to contract services and the primary reasons to retain services in-house. Olsson will explore the multiple ways service can be contracted out and provide common guidelines for contracting should the city maintain contractors in the future. In addition, Olsson will discuss management options for the City of Grand Island, such as a regional transportation authority. An authority in the state of Nebraska currently has limitations due to state statute; however, efforts are underway to change the statute. Olsson will identify current efforts and how that may impact Grand Island.

## **TASK 7: PREFERRED TRANSIT ALTERNATIVE**

### Deliverables:

- 5-Year Preferred Transit Alternative
- Technical Memo 3 – Preferred Alternative, Task 7

Olsson will evaluate the alternatives presented in Task 5 and develop the preferred transit alternatives for the next 5 years. These preferred alternatives will be selected based on their ability to address the community's preferences related to transit coverage, performance, convenience, and cost-effectiveness. This task will result in an evaluated and prioritized list of recommended transit services, capital projects, and coordination strategies in which transportation providers can participate to improve the overall transportation within the region, as well as recommendations for new transit services in Hall County and Grand Island.

Olsson will develop a sustainable budget that outlines the most desirable funding structure for the transit service preferred alternative. This will include identifying potential funding sources and describing how the funds will be used. The plan will offer recommendations for enhancing transit services, aimed at addressing more immediate transportation needs within the county. The budget will include a detailed operating and capital plan for implementing recommendations based on information provided by the local project team on reasonable expectations for capital and operating revenues during this time.

Any enhanced transit service in the preferred alternative will have cost estimations and suggested funding partnerships. In addition, capital cost elements, including facilities and other infrastructure that might be required, estimated fleet requirements, and any applicable technological systems, will be determined.

The 5-year plan will describe the transit system in that timeframe and the costs to operate. The Olsson team will identify processes and mechanisms necessary to move forward with the plan by developing an Implementation Plan. This will include recommended prioritization of transit service elements and sequencing of service initiation. Details related to operational characteristics, service types, management, capital requirements, scheduling, funding, training, marketing, interagency agreements, contracts, and monitoring will be included in the Implementation Plan.

## **TASK 8: DRAFT/FINAL REPORT**

### Deliverables:

- Draft Final Report
- Final Report

The Olsson team will compile the three Technical Memoranda into a Draft Final Report, which will include all graphics and narratives from the previous reports. This report will be written in non-technical language so as to be understandable to a diverse audience. Digital versions of the draft report will be provided to the local project team, who will have the opportunity to review and comment on the draft report. Comments received will be incorporated into the final report.

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The final report will clearly state existing transit service, transit demand, transit alternatives, and the preferred transit alternatives for the next five years. The final study will reflect all of the previous task efforts and input during the study timeframe.

## **PROJECT MANAGEMENT**

### **Deliverables:**

- Project Management Plan
- Monthly Status Reports

Olsson is prepared to manage this project through a process of open and frequent communication, including progress reports and regularly scheduled conference calls. Corinne Donahue or Matt Rief will be your primary contacts for this study.

The project Kickoff Meeting is tentatively scheduled for March 2017. To initiate the study, Olsson staff will meet with the local project team to introduce the study, identify roles/responsibilities, goals/objectives, and listen to any local questions or challenges for the study. We will discuss data and mapping needs and present a tentative plan for public engagement. Feedback from the Kickoff Meeting will be incorporated into the Project Management Plan and the Public Involvement Plan, which will be presented to the local project team for approval.

The Project Management Plan will identify members of both the study team and the consultant team, and their roles in the project. A priority task will be to establish communication links and information processes that are necessary for the success of the study. Project conference calls will be held via conference call approximately every two weeks to discuss ongoing activities for the project. Olsson will be responsible for hosting meetings and for preparation/distribution of meeting minutes.

Progress reports will be submitted monthly. These reports will include completed work to date for each task and work expected to be performed in the next month. The report will also request any outstanding data requests or questions that Olsson has for the local project team.

Specific presentations of the transit study at appropriate key milestones will be coordinated with the local project team. These include presentation to:

- GIAMPO Technical Advisory Committee
- GIAMPO Policy Board
- Hall County Board of Supervisors
- City of Grand Island City Council

The Public Involvement Plan will provide additional information on the three rounds of public input, which will be conducted at major milestones during the study. Three rounds of public input will be conducted at major milestones during the study. Focus groups represent a group of persons typically with similar background or themes, such as major employers. The focus group meetings typically include from 5 to 20 people during one meeting session. Stakeholders include specific persons or person within the region to contact individually or in small numbers to discuss the study purpose and goals. Stakeholders would include City/MPO staff directly involved with the study, the Technical Advisory Committee (TAC), and other individuals to be identified with the local project team.

- 1st public meeting with Interested Parties and general public will occur before the upcoming focus group meetings
  - Discuss project scope, schedule, established vision/goals
  - Notify representatives to attend focus groups
- Up to three rounds of focus groups and stakeholder interviews
  - Round 1 – Discuss transit needs/demand for service and possible partnering opportunities
  - Round 2 – Input on transit alternatives
  - Round 3 – Input on preferred alternative which is fiscally constrained
- 2nd public meeting with Interested Parties and general public will be scheduled separately from Round 3 of public engagement

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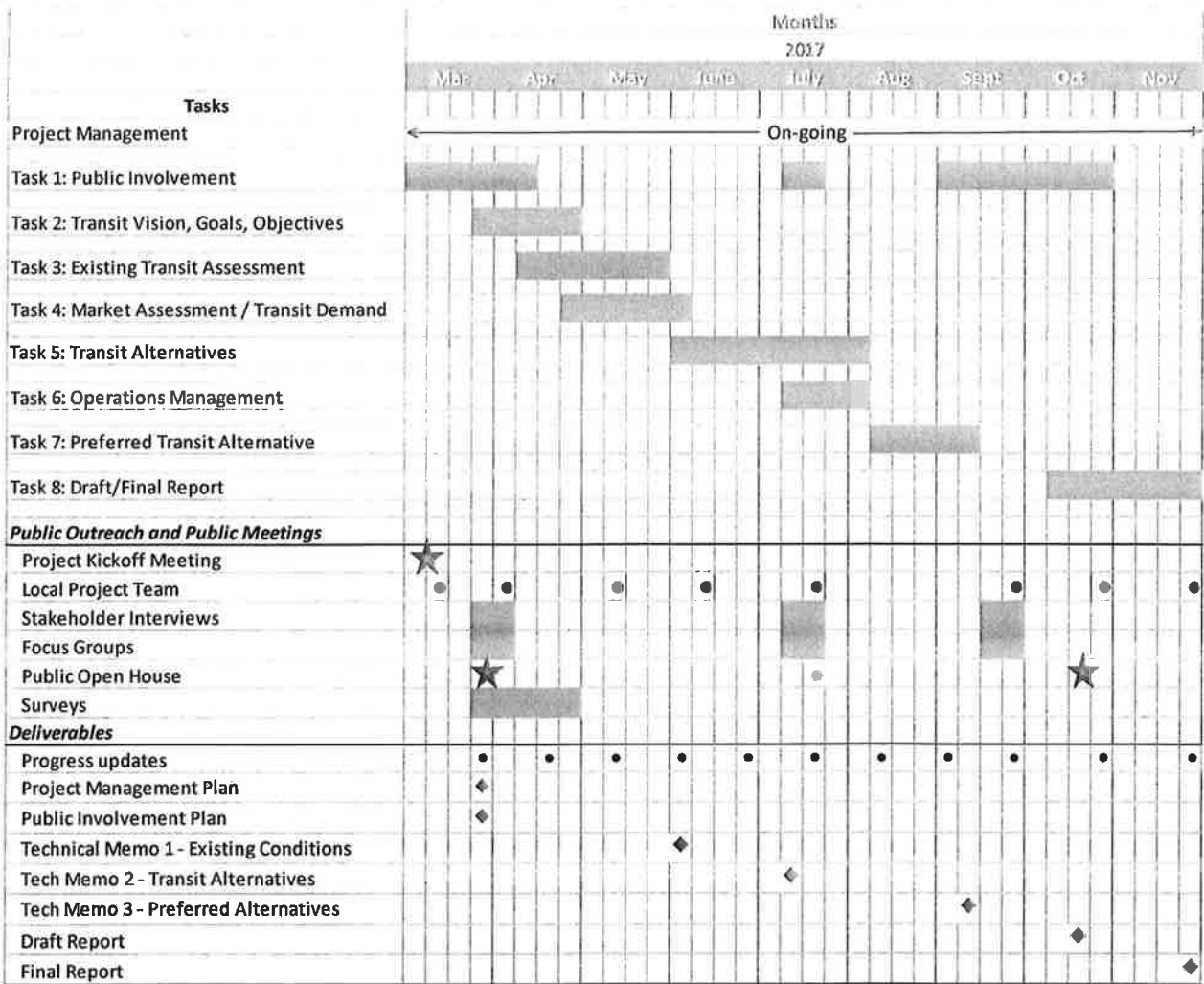
- Input on Final Draft Report

Olsson will meet with up to 10 focus groups and stakeholders during the three rounds of public engagement. The meeting dates and times will be determined closer to the dates and near the key milestones. The proposed schedule is shown on the following page. This schedule and timeframe for the study will be adjusted as needed by the local project team.

Olsson will provide electronic copies of all reports/presentations, spreadsheets, databases, and any other relevant electronic materials. These will be in a format suitable (i.e. PDF, Microsoft Word, GIS) for archiving by the City of Grand Island.

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# PROJECT SCHEDULE



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### Attachment B: Fee Schedule

Regional Transit Needs Assessment and Feasibility Study - Grand Island												
Olsson Associates												
	Corinne Donahue	Nick Weander	Tom Worker-Braddock	Emily Bausch	Matt Rief	Jeff Palik	Jeff Mckerrow	Joe Johnson	Jon Moore	AJ Farris	Sub-total	
	Project Mgr	Planner	Planner	Task Mgr	Local Liaison	Client Mgr	QA/QC	Local Liaison	Planner	Planner		
Project Management	40				32	10	10	10			102 \$	16,572
Task 1 Public Involvement	96	60	24	160	32	8		16		32	428 \$	47,408
Task 2 Transit Vision, Goals, Objectives	8	8	4	8							28 \$	3,179.23
Task 3 Existing Transit Assessment	24	24	24					16		40	108 \$	11,742.45
Task 4: Market Assessment/Transit Demand	16		24				8		40	20	108 \$	11,742.45
Task 5 Transit Alternatives	32	32	32		16			16		24	152 \$	18,709.95
Task 6 Operations Management	32	16	24					16			88 \$	11,474.46
Task 7 Preferred Transit Alternative	24	24	40		8	8		8		24	136 \$	16,614.83
Task 1: Draft and Final Plan	16	32	8	4	8					16	84 \$	9,793
Labor												
Hours	288	196	180	172	96	26	18	66	56	156	1,254	
Labor Rate	\$ 45	\$ 40	\$ 39	\$ 26	\$ 56	\$ 63	\$ 75	\$ 47	\$ 29	\$ 22	\$ 156	
Overhead	177%	177%	177%	177%	177%	177%	177%	177%	177%	177%	177%	
Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
Billable Rate	\$ 137.04	\$ 121.81	\$ 118.76	\$ 79.18	\$ 170.53	\$ 191.85	\$ 228.39	\$ 143.13	\$ 88.31	\$ 67.00	\$ 148,650	
Total labor cost	\$ 39,466	\$ 23,875	\$ 21,378	\$ 13,618	\$ 16,371	\$ 4,988	\$ 4,111	\$ 9,446	\$ 4,945	\$ 10,451	\$ 148,650	
Expenses											\$ 7,365	
<b>Total cost</b>											<b>\$ 156,015</b>	
Direct Labor	\$ 12,960	\$ 7,840	\$ 7,020	\$ 4,472	\$ 5,376	\$ 1,638	\$ 1,350	\$ 3,102	\$ 1,624	\$ 3,432	\$ 48,814	
Overhead	\$ 22,918	\$ 13,864	\$ 12,414	\$ 7,908	\$ 9,507	\$ 2,897	\$ 2,387	\$ 5,486	\$ 2,872	\$ 6,069	\$ 86,323	
Profit (fixed fee)	\$ 3,588	\$ 2,170	\$ 1,943	\$ 1,238	\$ 1,488	\$ 453	\$ 374	\$ 859	\$ 450	\$ 950	\$ 13,514	
Total Labor Cost	\$ 39,466	\$ 23,875	\$ 21,378	\$ 13,618	\$ 16,371	\$ 4,988	\$ 4,111	\$ 9,446	\$ 4,945	\$ 10,451	\$ 148,650	
Expenses											\$ 7,365	
<b>Total Project Cost</b>											<b>\$ 156,015</b>	
<b>Expense Detail</b>												
Trips	4	4	3	4			1					
Travel Assumptions												
Round Trip Flight Ticket						\$0	\$0					
Hotel	\$900	\$600	\$300	\$900			\$200				\$2,900	\$2,900
Rental Car + Misc.	\$1,050	\$720	\$240	\$720	\$250	\$25	\$150	\$100			\$1,575	\$1,575
Meals	\$840	\$720	\$240	\$720	\$200	\$25	\$120	\$50			\$2,890	\$2,890
<b>Total Trip /Person</b>	<b>\$2,790</b>	<b>\$1,320</b>	<b>\$540</b>	<b>\$1,620</b>	<b>\$450</b>	<b>\$25</b>	<b>\$470</b>	<b>\$150</b>			<b>\$7,365</b>	<b>\$7,365</b>

Olsson Associates  
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## Attachment C: General Terms and Conditions Associated with FTA Contracts

The following general terms and conditions will govern the basic Agreement and are a part thereof.

1	Financial Assistance
2	Contract Amendments
3	Contract Termination Provisions
4	Breaches and Dispute Resolution
5	Access to Records and Reports
6	Federal Changes
7	No Government Obligation to Third Parties
8	Program Fraud and False or Fraudulent Statements and Related Acts
9	Civil Rights Requirements
10	Disadvantaged Business Enterprise (DBE) Requirements
11	Energy Conservation Requirements
12	Cargo Preference
13	Fly America Requirements
14	Intelligent Transportations System Requirements
15	State and Local Law Disclaimer
16	Federal Privacy Act
17	Incorporation of Federal Transit Administration (FTA) Terms
18	Suspension and Debarment Provisions
19	Lobbying
20	Clean Water Requirements
21	Clean Air Requirements
22	Notification of Federal Participation
23	Recycled Products / Recovered Materials

### 1. FINANCIAL ASSISTANCE:

The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation. As such it is subject to a grant agreement between FTA and the Client which will be furnished to Contractor upon request. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the Client.

### 2. CONTRACTS AMENDMENTS:

Any proposed change in this Agreement shall be submitted to the Client for its prior approval, and when approved, the Client will make the change by a written contract modification. The Client may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance

of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The Client may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

**Change Order Procedures:** Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the Client. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Client has obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of a Client change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to the Client the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

**Price Adjustment for Regulatory Changes:** If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Client and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

### 3. CONTRACT TERMINATION PROVISIONS:

The following provisions have been developed in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

**Termination for Convenience:** The Client may terminate this contract in whole or in part, for the Client's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Client shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The Client has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.



If the termination is for the convenience of the Client, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

**Termination for Failure:** If the termination is for failure of the Contractor to fulfill the contract obligations, the Client may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Client. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Client.

**Termination for Default:** If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a contract awarded in conjunction with this solicitation, the Client may notify the Contractor of its intention to terminate this contract for default. The Proposer shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Client that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of, or are beyond the control of the Proposer, the Client after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure:** The Client in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the Client's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Client setting forth the nature of said breach or default, the Client shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Client from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach:** In the event that the Client elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver shall not limit the Client's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### 4. BREACHES AND DISPUTE RESOLUTION:

The following provisions have been developed in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

**Disputes:** Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the

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Client's Contracting Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance during Dispute:** Unless otherwise directed by the Client, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**Claims for Damages:** Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies:** Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Client and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Nebraska.

**Rights and Remedies:** The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Client or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 5. ACCESS TO RECORDS AND REPORTS:

The following access to records requirements apply to this Agreement:

**Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

**Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

6. FEDERAL CHANGES:

Pursuant to 49 CFR Part 18, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the master agreement (Form FTA MA dated October 2016) between the Client and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

The Client and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Client, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. CIVIL RIGHTS REQUIREMENTS:

**Civil Rights** - Pursuant to 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.; the following requirements apply to the underlying contract:

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**Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:

**Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10 percent. A separate contract goal has not been established for this procurement.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Client deems appropriate.

The (prime) contractor shall not terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate.

Prime contractors must make payment to subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the Client to the prime contractor.

If retainage is withheld by from the subcontractor, prompt and full payment must be made by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Client. When the Client has made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Any delay or postponement of payment to subcontractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the Client.

If any of these conditions are not met, the Client reserves the right to withhold payment until the Client is satisfied that these conditions are met.

The contractor agrees to place this clause in all subcontracts.

#### 11. ENERGY CONSERVATION REQUIREMENTS:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. These requirements are set forth in 42 U.S.C 6321 et. seq. and 49 CFR Part 18.

#### 12. CARGO PREFERENCE:

If awarded a contract, the contractor shall agree to comply with cargo preference requirements on the shipment of foreign made goods, as provided for in 46 USC 12241 (b) (1) and 46 CFR Part 381.

As required by 46 CFR Part 381, the contractor agrees:

(1) To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading

in English for each shipment of cargo described in the preceding paragraph to the FTA recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590.

(3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**13. FLY AMERICA REQUIREMENTS:**

The Contractor agrees to comply with 49 U.S.C § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent that such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**14. INTELLIGENT TRANSPORTATIONS SYSTEM REQUIREMENTS:**

The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice "FTA National ITS Architecture Policy on Transit Projects" at 66 Fed. Reg. 1459, January 8, 2001.

**15. STATE AND LOCAL LAW DISCLAIMER:**

State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Nebraska and local governments.

**16. FEDERAL PRIVACY ACT:**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth in the

preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Client requests which would cause the Client to be in violation of the FTA terms and conditions.

#### 18. SUSPENSION AND DEBARMENT PROVISIONS:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, regarding government-wide debarment and suspension of contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-contractors seeking subcontracts over \$25,000.

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Client for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Client.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph D of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Client may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**19. LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]:

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL,

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"Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

#### 20. CLEAN WATER REQUIREMENTS:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 21. CLEAN AIR REQUIREMENTS:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 22. NOTIFICATION OF FEDERAL PARTICIPATION:

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, the recipient agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express that amount of that federal assistance as a percentage of the total cost of that third party contract.

#### 23. RECYCLED PRODUCTS / RECOVERED MATERIALS:

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Attachment D: Additional Provisions**

The following additional general provisions will govern the basic Agreement and are a part thereof.

1	Ownership of Documents
2	Conflict of Interest Laws in accordance with 23 CFR 1.33 and 49 CFR 18.36(b)(3)
3	Forbidding Use of Outside Agents or Covenant Against Contingent Fees
4	Subletting, Assignment or Transfer
5	Successors and Assigns
6	Responsibility for Claims and Liability
7	General Compliance with Laws
8	Drug-Free Workplace Policy
9	Additional Services
10	New Employee Work Eligibility Status
11	Insurance

**1. OWNERSHIP OF DOCUMENTS**

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of the Client and the Consultant shall deliver them at the conclusion of the project without restriction or limitation as to further use.

The Client acknowledges such data may not be appropriate for use on an extension of the services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the Client's sole risk and without legal exposure or liability to Consultant. The Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement and project closeout by FTA.

**2. CONFLICT OF INTEREST LAWS**

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the Client's project to remain fully eligible for Federal funding. By signing this Agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

Consultants and Subconsultants providing services for the Client, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on a Client federal-aid transportation project.

**3. FORBIDDING USE OF OUTSIDE AGENTS**

Olsson Associates  
201 East 2nd Street | P.O. Box 1072 | Grand Island, NE 68802 | TEL 308.384.8750

The Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Client has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 4. SUBLETTING, ASSIGNMENT OR TRANSFER

Any subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the Client is obtained. As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section (Attachment C, Section 10) of this Agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

#### 5. SUCCESSORS AND ASSIGNS

This Agreement is binding on successors and assigns of either party.

#### 6. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the Client from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Agreement. Further, it is expected that in carrying out the work under this Agreement, the Consultant will make various decisions and judgments and the Consultant will determine what actions are required by the Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve the Consultant from any liability it would otherwise have to the Client in carrying out the work under this Agreement.

Finally, the Consultant shall for the life of this Agreement, carry insurance as outlined in Attachment D, and hereby made a part of this Agreement. In any agreement the Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Attachment D must be met by the Subconsultant.

#### 7. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work.

#### 8. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the Client, and the State, if requested.

#### 9. ADDITIONAL SERVICES

The Client reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this Agreement. In this event, a supplement to this Agreement shall be executed and submitted for the approval of the Client prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

10. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

The undersigned duly authorized representative of the Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows: Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process. If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form, and attach it to this Agreement. This form is available on the Department of Roads' website at [www.transportation.nebraska.gov/projdev/#save](http://www.transportation.nebraska.gov/projdev/#save).
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-1 08.

11. INSURANCE

The following insurance requirements apply to this Agreement:

1. The Consultant's insurance coverage shall be for not less than the following limits of liability:
  - a. "Worker's Compensation and Employer's Liability." This insurance shall protect the Consultant against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Consultant shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

- b. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Consultant, Consultant's employees, or subcontractors

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from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$500,000 Combined Single Limit

- c. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$500,000 each occurrence \$1,000,000 aggregate

- d. "Umbrella Liability Insurance." This insurance shall protect the Consultant against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage \$1,000,000 each occurrence \$1,000,000 general aggregate

- e. "Professional Liability Insurance" This insurance shall protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

Protection Against Claims Caused \$1,000,000 each claim by Negligent Acts, Errors, or Omissions \$1,000,000 aggregate

- 2. Insurance as herein required shall be maintained in force until the Client releases the Consultant of all obligations under this Agreement.
- 3. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the Client prior to starting any work on this Agreement. The certificates shall show the Client as an additional insured on all coverage except Workers Compensation and Professional Liability. The certificate shall state that thirty (30) days written notice shall be given to the Client before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Consultant cannot have the "endeavor to" language stricken, the Consultant may elect to provide a new certificate of insurance every thirty (30) days during the agreement. The Consultant shall immediately notify the Client if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

RESOLUTION 2017-57

WHEREAS, on October 15, 2016 the Engineering Division of the Public Works Department advertised for engineering services for Regional Transit Needs Assessment and Feasibility Study; and

WHEREAS, on November 17, 2016 four (4) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson Associates, Inc. of Omaha, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson Associates, Inc. of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates, Inc. of Omaha, Nebraska for engineering services related to Transit Needs Assessment and Feasibility Study, in the total amount of \$156,015.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☒ _____
March 10, 2017	☒ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-14

**#2017-58 - Approving Request from St. Mary's Cathedral for  
Permission to Use City Streets and State Highway for the 2017  
Divine Mercy Sunday Procession**

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

# Council Agenda Memo

**From:** John Collins PE, Public Works Director

**Meeting:** February 28, 2017

**Subject:** Consideration of Approving Request from St. Mary's Cathedral for Permission to Use City Streets and State Highway for the 2017 Divine Mercy Sunday Procession

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

## Background

St. Mary's Cathedral has submitted a request to use both City streets and State highway for the Divine Mercy Sunday Procession, which is scheduled to take place on April 23, 2017 from approximately 3:15pm to 4:30pm. St. Mary's Cathedral is seeking Council approval and notice to the Nebraska Department of Roads for the route of such event.

## Discussion

The Divine Mercy Sunday Procession will require the use of City streets, as well as crossing US Highway 30 (2<sup>nd</sup> Street). Please see the attached map for the route.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

St. Mary's Cathedral did submit the City's Public Event Application, which has been reviewed by the appropriate departments with no comments or issues noted for denial of such request.

## 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 St. Mary's Cathedral's route for the Division Mercy Sunday Procession and direct that the Nebraska Department of Roads be notified of this action.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2017-58

WHEREAS, St. Mary's Cathedral has been application with the City of Grand Island to use City streets and State highway for the Divine Mercy Sunday Processions; and

WHEREAS, St. Mary's Cathedral has worked with the City in planning the procession route; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the Divine Mercy Sunday Procession to be held on April 23, 2017; and

WHEREAS, the route for the special event necessitates the usage of US Highway 30; crossing at Walnut Street, Grand Island, Nebraska; and

WHEREAS, the special event will be held on April 23, 2017, with the control of US Highway 30 at the intersection of Walnut Street being assumed by the City at 3:15pm on April 23, 2017 and ending at 4:30 pm on April 23, 2017, at which time control of US Highway 30 at the intersection of Walnut Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the Divine Mercy Sunday Procession to be held on April 23, 2017 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route and this Notice.

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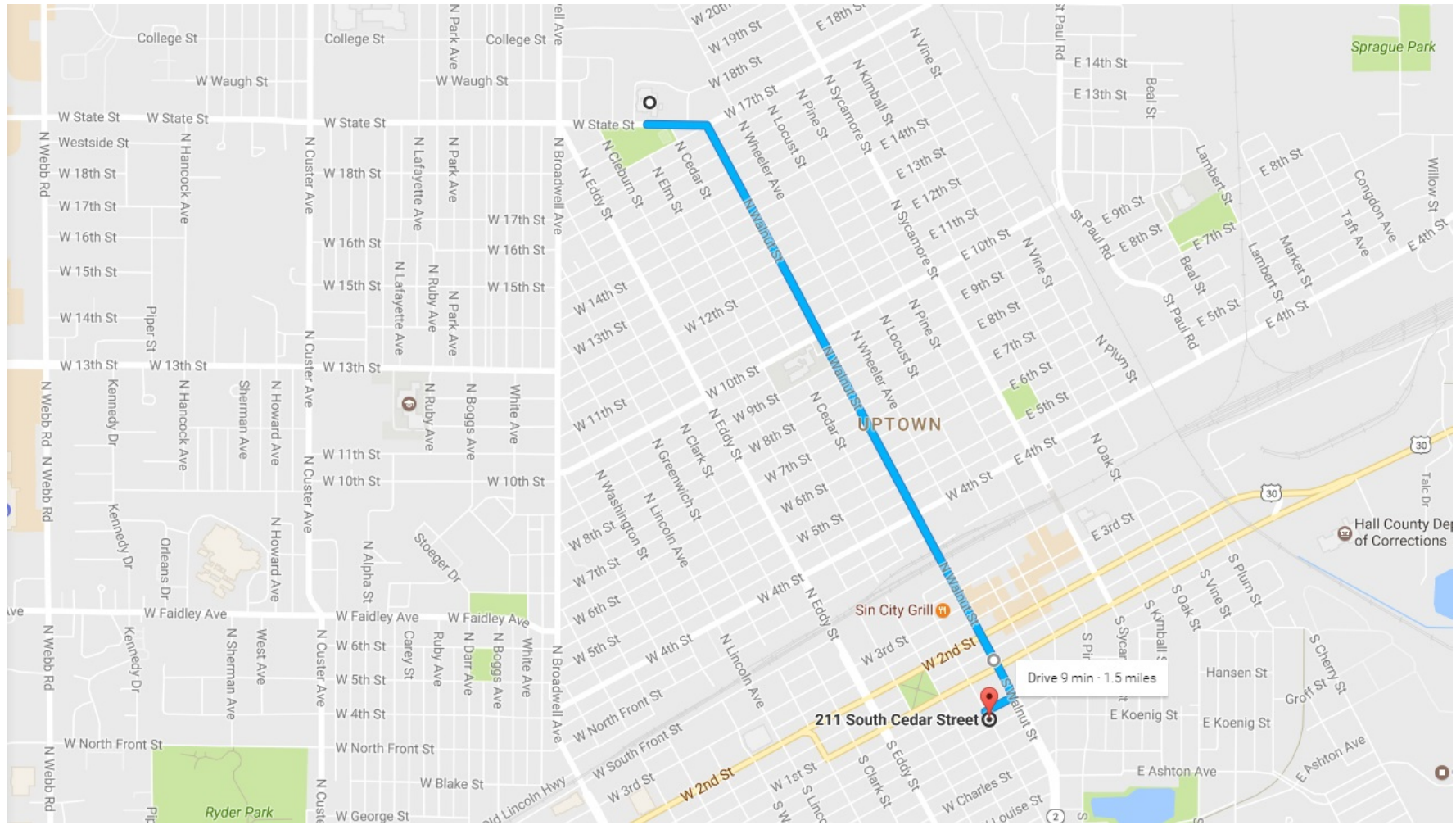
Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney





# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-15

**#2017-59 - Approving Acquisition of Permanent Utility Easements for Sanitary Sewer District No. 539; North Webb Road and 13th Street (Harders, Rischling, & Calvary Baptist Church, Inc.)**

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

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

RESOLUTION 2017-59

WHEREAS, public utility easements are required by the City of Grand Island for the Sanitary Sewer District No. 539 – North Webb Road and 13<sup>th</sup> Street, to construct and maintain such project; and

WHEREAS, acquisition of the public utility easements is as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Phil Harders and Terri Harders	A permanent and perpetual easement comprising of Lot Five (5), Colonial Estates Ninth Subdivision, Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The North Ten (10) feet of the East Ninety Three and Twenty Eight Hundredth (93.28) feet of the West One Hundred One and Eighty Eight Hundredth (101.88) feet, of said Lot Five (5), and containing a calculated area of Nine Hundred Thirty Seven and Sixty Three Hundredth (937.63) square feet or Two Tenths (0.02) acres more or less.	\$350.00
Ricahrd A. Rischling and Gretchen M. Rischling	A permanent and perpetual easement comprising of Lot Six (6), Colonial Estates Ninth Subdivision, Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The South Three (3) feet of the East Eighty Five and Twenty Eight Hundredth (85.28) feet of the West One Hundred One and Eighty Eight Hundredth (101.88) feet, and the East Eight (8) feet of the West Sixteen feet of the South One Hundred Forty Two (142) feet of the North One Hundred Fifty (150) feet of said Lot Six (6), and containing a calculated are of One Thousand Three Hundred Ninety One and Seventy Eight Hundredth (1391.78) square feet or Three Tenths (0.03) acres more or less.	\$1,225.00 + \$4,500.00 for <u>fence relocation</u> \$5,725.00
Calvary Baptist Church, Inc.	A permanent and perpetual easement consisting of part of an unplatted tract of land described and recorded as Instrument No. 78-005613, Hall County Register of Deeds, located in the Northwest Quarter (NW ¼) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., in the City of	\$1,210.00

Approved as to Form <input type="checkbox"/> _____ March 10, 2017 <input type="checkbox"/> City Attorney
---

	<p>Grand Island, Hall County, Nebraska, more particularly described as follows:  The East Eight (8) feet of the West Thirty-Two (32) feet of the South One Hundred Thirty and Nine Tenths (130.9) feet, and the North Ten (10) feet of the south One Hundred Thirty and Nine Tenths (130.9) feet of the West Sixteen (16) feet of said tract of land, and containing a calculated area of One Thousand, Two Hundred Seven and Ninety-One Hundredths (1,207.91) square feet or Three Hundredths (0.03) acres more or less.</p>	
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**Total = \$7,285.00**

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 utility easements from the listed property owners, on the above-described tracts of land.

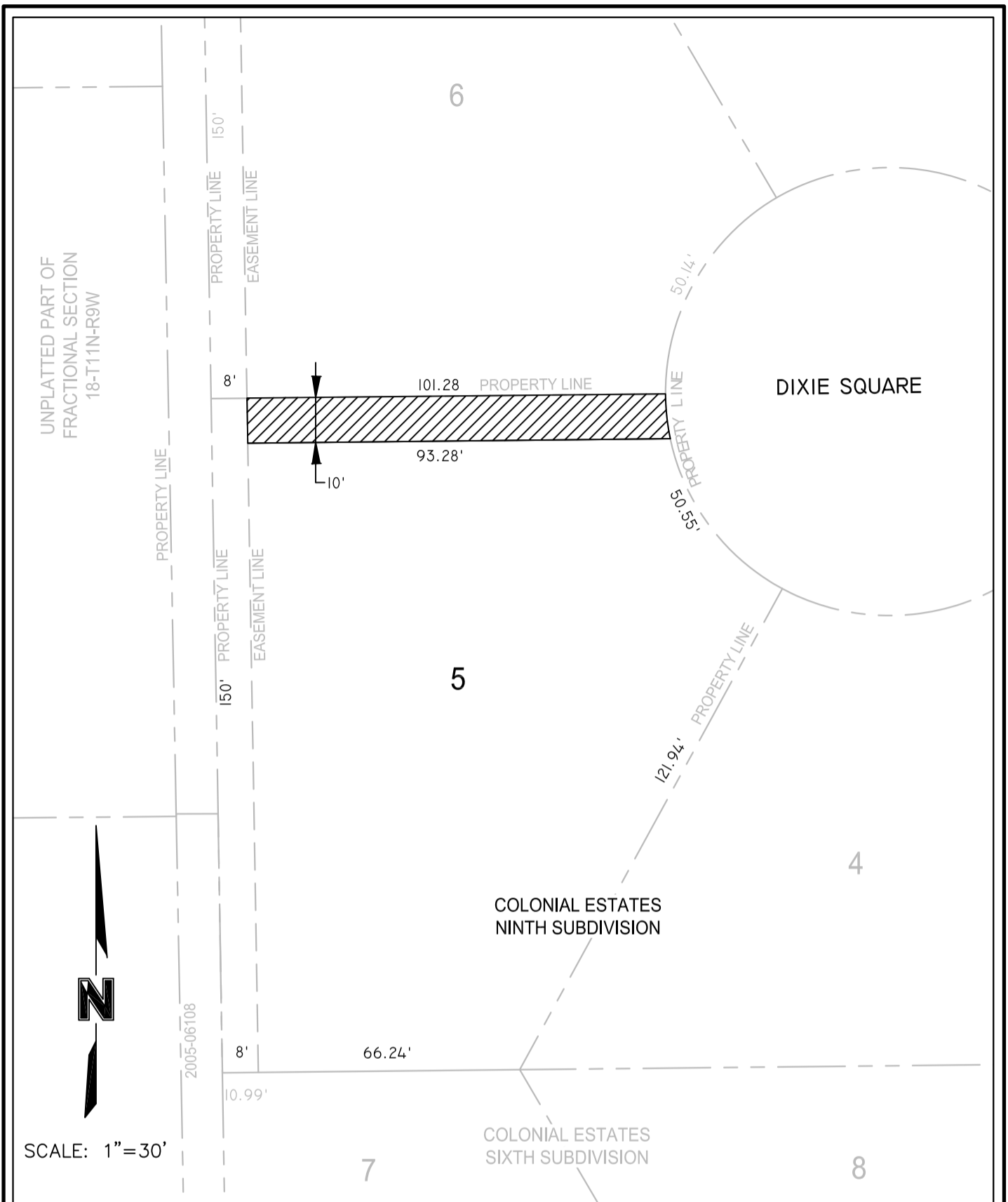
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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



**PERMANENT EASEMENT DESCRIPTION:**

A PERMANENT EASEMENT BEING PART OF LOT FIVE (5), COLONIAL ESTATES NINTH SUBDIVISION, SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

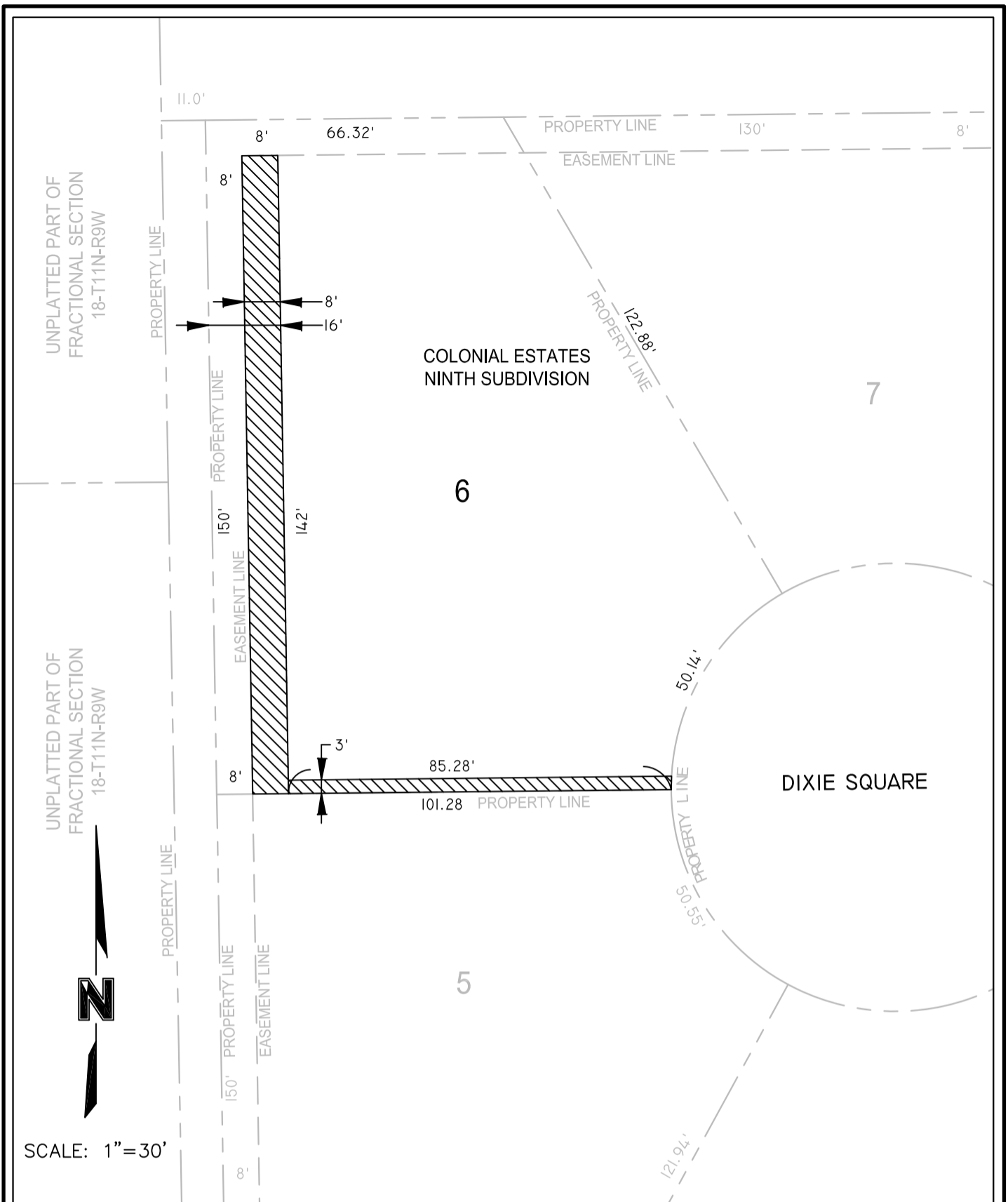
THE NORTH TEN (10) FEET OF SAID LOT FIVE (5), AND CONTAINING A CALCULATED AREA OF NINE HUNDRED THIRTY SEVEN AND SIXTY THREE HUNDREDTHS (937.63) SQUARE FEET OR TWO HUNDREDTHS (0.02) ACRES MORE OF LESS.

AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY  
NEBRASKA

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

EXHIBIT  
A



**PERMANENT EASEMENT DESCRIPTION:**

A PERMANENT EASEMENT BEING PART OF LOT SIX (6), COLONIAL ESTATES NINTH SUBDIVISION, SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH THREE (3) FEET OF THE EAST EIGHTY FIVE AND TWENTY EIGHT HUNDREDTHS (85.28) FEET, AND THE EAST EIGHT (8) FEET OF THE WEST SIXTEEN (16) FEET OF THE SOUTH ONE HUNDRED FORTY TWO (142) FEET OF SAID LOT SIX (6), AND CONTAINING A CALCULATED AREA OF ONE THOUSAND THREE HUNDRED NINETY ONE AND SEVENTY EIGHT HUNDREDTHS (1,391.78) SQUARE FEET OR THREE HUNDREDTHS (0.03) ACRES MORE OF LESS.

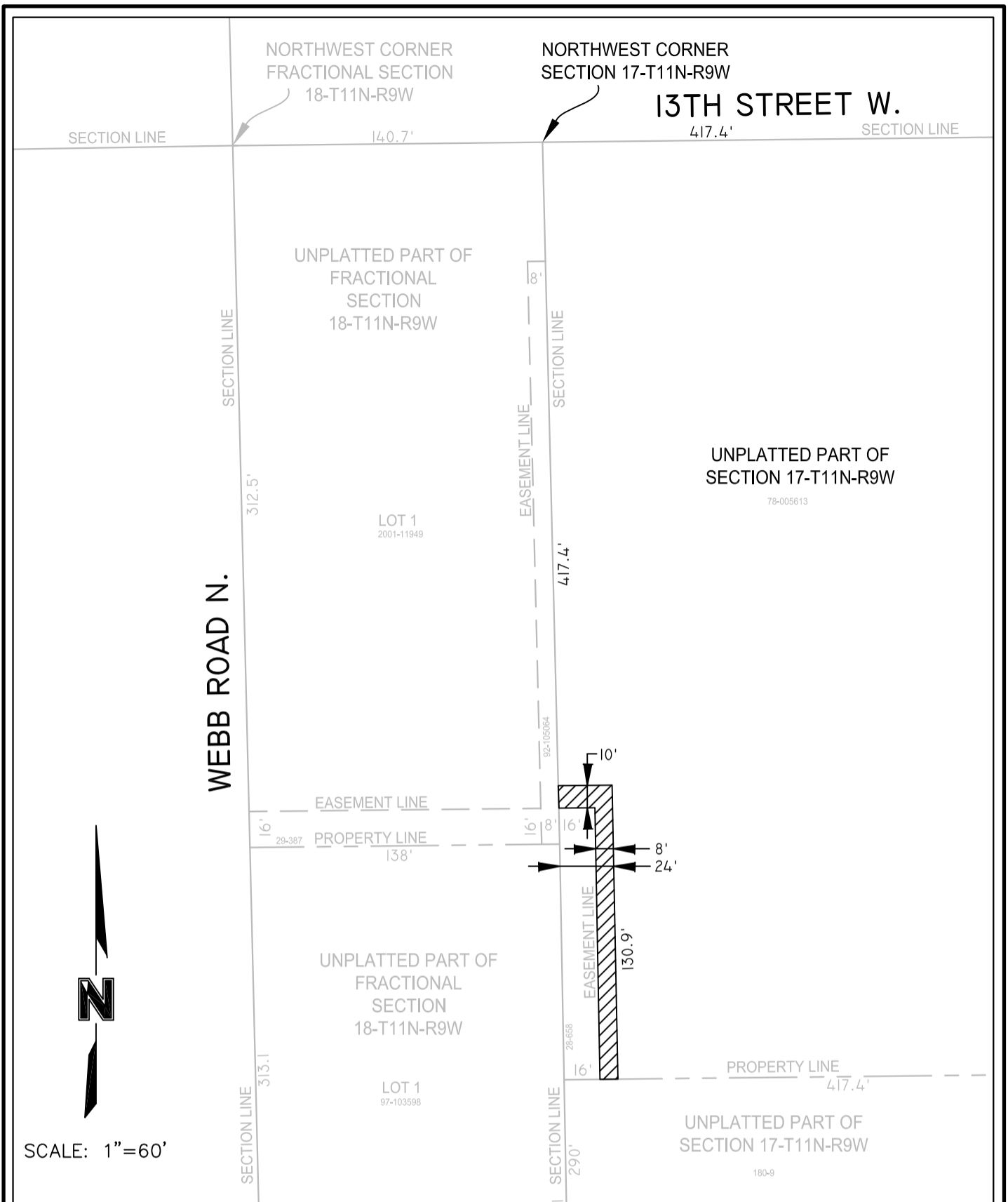
AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY  
NEBRASKA

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

EXHIBIT  
A





**PERMANENT EASEMENT DESCRIPTION:**

A PERMANENT EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED AS INSTRUMENT NO. 78-005613, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST EIGHT (8) FEET OF THE WEST TWENTY FOUR (24) FEET OF THE SOUTH ONE HUNDRED THIRTY AND NINE TENTHS (130.9) FEET, AND THE NORTH TEN (10) FEET OF THE SOUTH ONE HUNDRED THIRTY AND NINE TENTHS (130.9) FEET OF THE WEST SIXTEEN (16) FEET OF SAID TRACT OF LAND, AND CONTAINING A CALCULATED AREA OF ONE THOUSAND TWO HUNDRED SEVEN AND NINETY ONE HUNDREDTHS (1,207.91) SQUARE FEET OR THREE HUNDREDTHS (0.03) ACRES MORE OR LESS.

AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY  
NEBRASKA

**CITY OF GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

EXHIBIT  
A



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-16

**#2017-60 - Approving Temporary Construction Easements for Sanitary Sewer District No. 539; North Webb Road and 13th Street (Harders, Rischling, Calvary Baptist Church, Inc.)**

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

# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Approving Temporary Construction Easement for Sanitary Sewer District No. 539; North Webb Road and 13<sup>th</sup> Street (Harders, Rischling, and Calvary Baptist Church, Inc.)

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

## Background

Sanitary Sewer District No. 539 was continued by City Council through Resolution No. 2016-229 at their September 27, 2016 meeting.

Temporary Construction easements are needed to accommodate the extension of sanitary sewer to serve an area previously unserved that is located on the east side of North Webb Road between 13<sup>th</sup> Street and Dixie Square (see attached sketch), which must be approved by City Council. The temporary construction easements will allow for the installation of sanitary sewer to this area.

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

## Discussion

Temporary construction easements are needed from three (3) property owners for Sanitary Sewer District No. 539; North Webb Road and 13<sup>th</sup> Street to be constructed.

The cost for temporary use of such property has been agreed upon between the City and the property owners.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Phil Harders and Terri Harders	A temporary easement comprising of Lot Five (5), Colonial Estates Ninth Subdivision, Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The South Six (6) feet of the North Sixteen (16) feet	\$150.00

	of the East Ninety Three and Twenty Eight Hundredth (93.28) feet of the West One Hundred One and Eighty Eight Hundredth (101.88) feet, of said Lot Five (5), and containing a calculated area of Five Hundred Seventy Two and Thirty Hundredth (572.30) square feet or One Tenths (0.01) acres more or less.	
Richard A. Rischling and Gretchen M. Rischling	Lot Six (6), Colonial Estates Ninth Subdivision, Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The North Six (6) feet of the South Nine (9) feet of the East Seventy Seven and Twenty Eight Hundredth (77.28) feet of the West One Hundred One and Eighty Eight Hundredth (101.88) feet, and the East Eight (8) feet of the West Twenty Four (24) feet of the South One Hundred Forty Two (142) feet of the North One Hundred Fifty (150) feet, except the Southerly Three (3) feet of said Lot Six (6), and containing a calculated area of One Thousand Five Hundred Seventy Eight and Fifty Eight Hundredth (1578.58) square feet or Four Tenths (0.04) acres more or less.	\$280.00
Calvary Baptist Church, Inc.	Consisting of part of an unplatted tract of land described and recorded as Instrument No. 78-005613, Hall County Register of Deeds, located in the Northwest Quarter (NW ¼) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The East Eight (8) feet of the West Thirty-Two (32) feet of the South One Hundred Forty-Six and Nine Tenths (146.9) feet, and the North Sixteen (16) feet of the South One Hundred Forty-Six and Nine Tenths (146.9) feet of the West Twenty-Four (24) feet of said tract of land and containing a calculated area of One Thousand Five Hundred Sixty-Six and Eighty-Four Hundredths (1,566.84) square feet or Four Hundredths (0.04) acres more or less.	\$325.00

**Total = \$755.00**

### 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 Sanitary Sewer District No. 539; North Webb Road and 13<sup>th</sup> Street, in the amount of \$755.00.

## **Sample Motion**

Move to approve the temporary construction easements.

RESOLUTION 2017-60

WHEREAS, temporary construction easements are required by the City of Grand Island for the Sanitary Sewer District No. 539; North Webb Road and 13<sup>th</sup> Street, to construct such project; and

WHEREAS, acquisition of the temporary easements is as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Phil Harders and Terri Harders	A temporary easement comprising of Lot Five (5), Colonial Estates Ninth Subdivision, Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The South Six (6) feet of the North Sixteen (16) feet of the East Ninety Three and Twenty Eight Hundredth (93.28) feet of the West One Hundred One and Eighty Eight Hundredth (101.88) feet, of said Lot Five (5), and containing a calculated area of Five Hundred Seventy Two and Thirty Hundredth (572.30) square feet or One Tenths (0.01) acres more or less.	\$150.00
Richard A. Rischling and Gretchen M. Rischling	Lot Six (6), Colonial Estates Ninth Subdivision, Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The North Six (6) feet of the South Nine (9) feet of the East Seventy Seven and Twenty Eight Hundredth (77.28) feet of the West One Hundred One and Eighty Eight Hundredth (101.88) feet, and the East Eight (8) feet of the West Twenty Four (24) feet of the South One Hundred Forty Two (142) feet of the North One Hundred Fifty (150) feet, except the Southerly Three (3) feet of said Lot Six (6), and containing a calculated area of One Thousand Five Hundred Seventy Eight and Fifty Eight Hundredth (1578.58) square feet or Four Tenths (0.04) acres more or less.	\$280.00
Calvary Baptist Church, Inc.	Consisting of part of an unplatted tract of land described and recorded as Instrument No. 78-005613, Hall County Register of Deeds, located in the Northwest Quarter (NW ¼) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: The East Eight (8) feet of the West Thirty-Two (32) feet of the South One Hundred Forty-Six and Nine Tenths (146.9) feet, and the North Sixteen (16) feet of the South One Hundred Forty-Six and Nine Tenths (146.9) feet of the West Twenty-Four (24) feet of said tract of land and containing a calculated area of One Thousand Five Hundred Sixty-Six and Eighty-Four Hundredths (1,566.84) square feet or Four Hundredths (0.04) acres more or less.	\$325.00

**Total = \$755.00**

Approved as to Form    ✕ _____ March 10, 2017            ✕ City Attorney
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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 temporary easements from the listed property owners, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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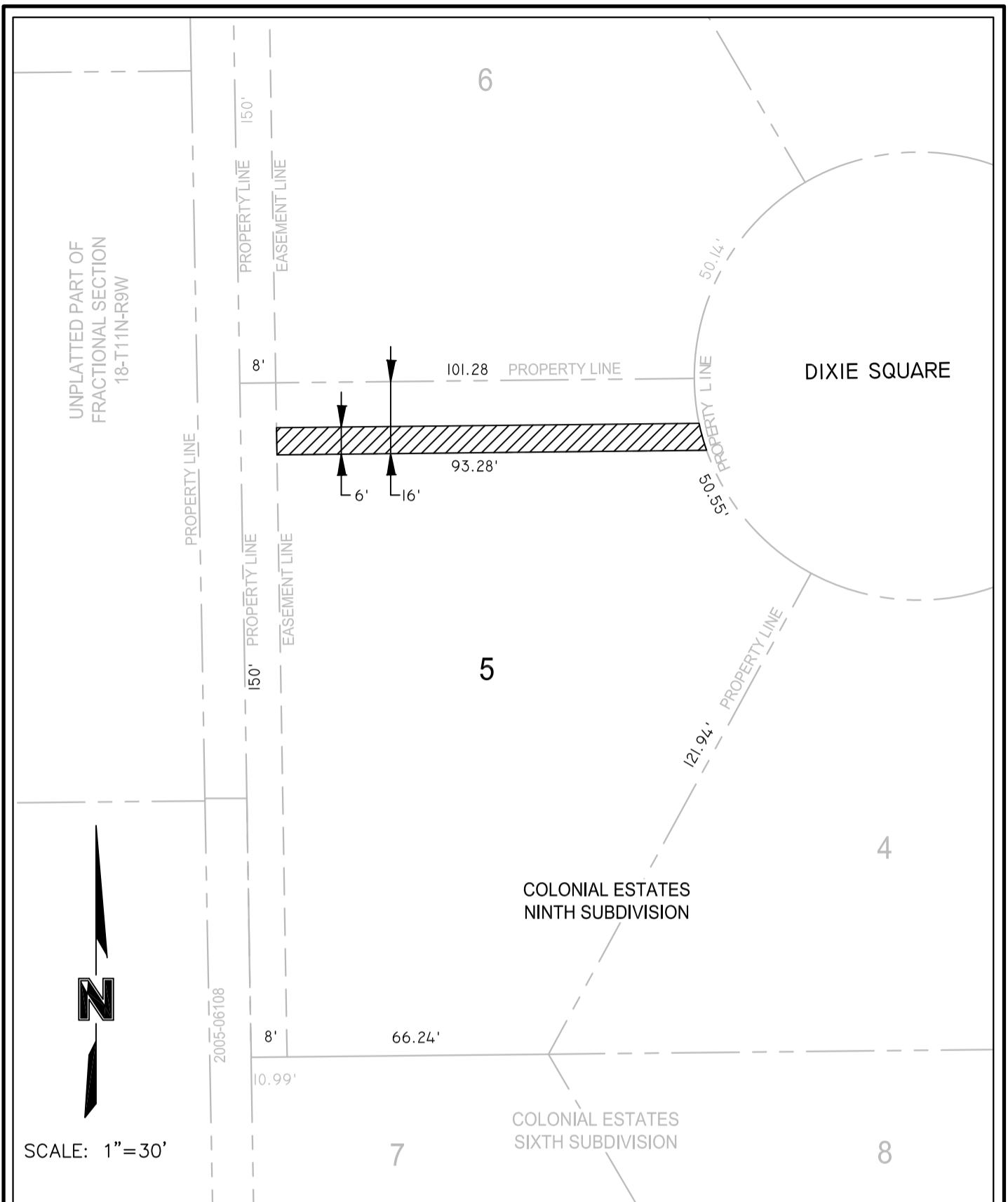
Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

- 2 -



**TEMPORARY EASEMENT:**

A TEMPORARY EASEMENT BEING PART OF LOT FIVE (5), COLONIAL ESTATES NINTH SUBDIVISION, SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH SIX (6) FEET OF THE NORTH SIXTEEN (16) FEET OF SAID LOT FIVE (5), AND CONTAINING A CALCULATED AREA OF FIVE HUNDRED SEVENTY TWO AND THIRTY HUNDREDTHS (572.30) SQUARE FEET OR ONE HUNDREDTH (0.01) ACRES MORE OF LESS.

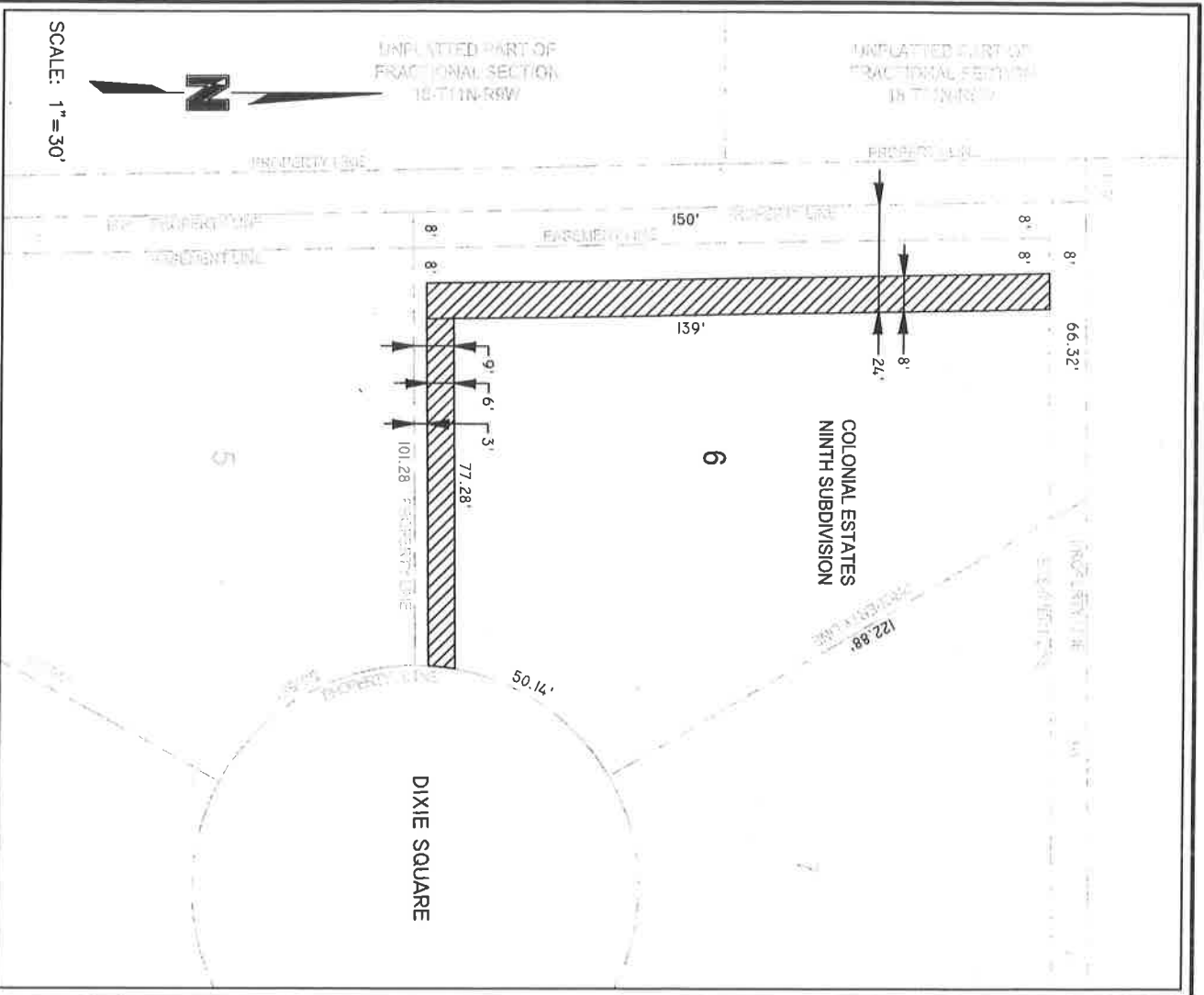
AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY  
NEBRASKA



EXHIBIT  
A





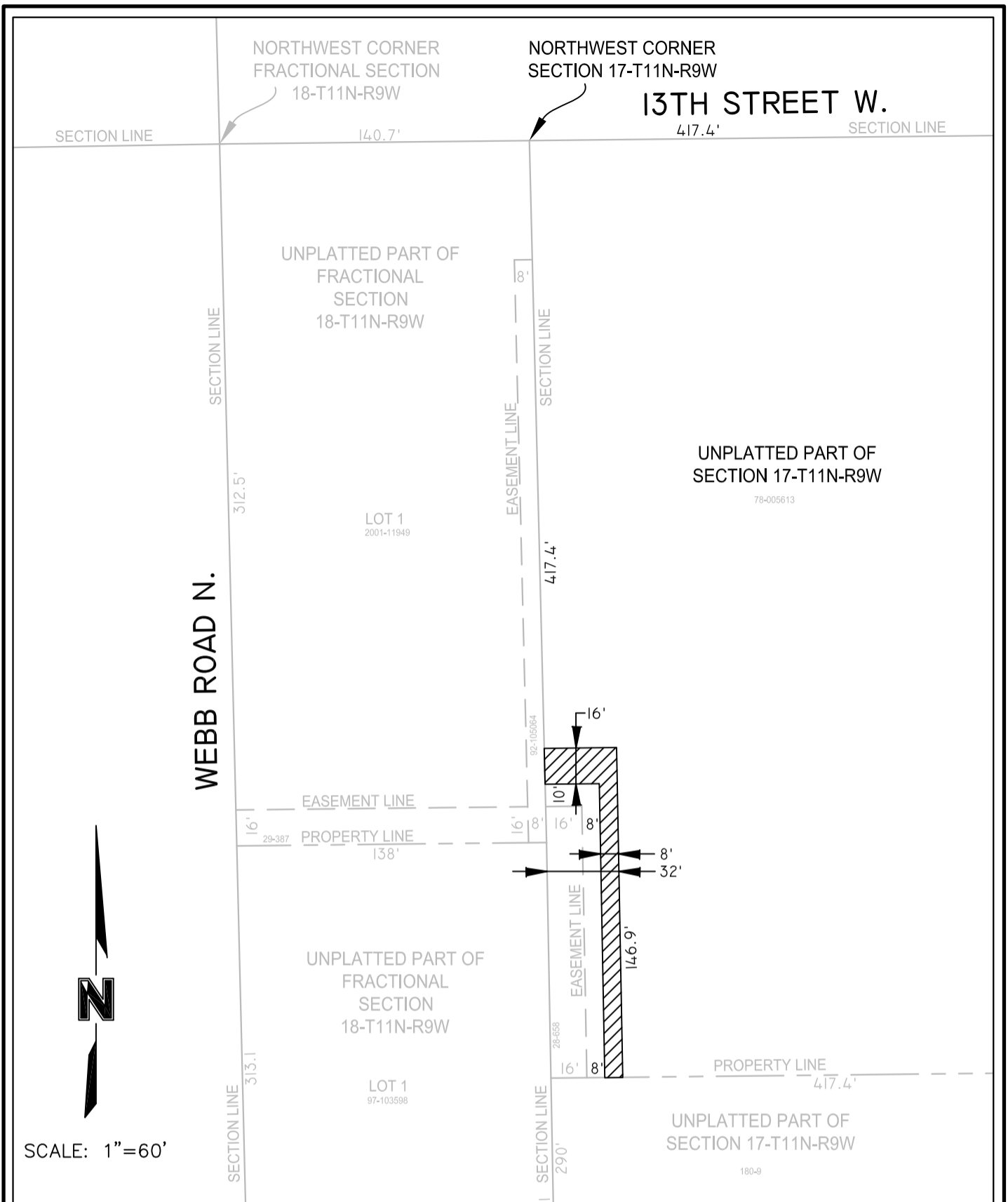
**TEMPORARY EASEMENT DESCRIPTION:**  
 A TEMPORARY EASEMENT BEING PART OF LOT SIX (6), COLONIAL ESTATES NINTH SUBDIVISION, SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH SIX (6) FEET OF THE SOUTH NINE (9) FEET OF THE EAST SEVENTY SEVEN AND TWENTY EIGHT HUNDREDS (77.28) FEET, AND THE EAST EIGHT (8) FEET OF THE WEST TWENTY FOUR (24) FEET OF THE SOUTH ONE HUNDRED FORTY TWO (142) FEET, EXCEPT THE SOUTH THREE (3) FEET THEREOF, OF SAID LOT SIX (6), AND CONTAINING A CALCULATED AREA OF ONE THOUSAND FIVE HUNDRED SEVENTY EIGHT AND FIFTY EIGHT HUNDREDS (1,578.58) SQUARE FEET OR FOUR HUNDREDS (0.04) ACRES MORE OF LESS.

**EXHIBIT "A"**  
 4 of 4

AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY NEBRASKA	<b>GRAND ISLAND</b> PUBLIC WORKS DEPARTMENT	EXHIBIT A
---------------------------------------	--	--------------



**TEMPORARY EASEMENT DESCRIPTION:**

A TEMPORARY EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED AS INSTRUMENT NO. 78-005613, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P. M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST EIGHT (8) FEET OF THE WEST THIRTY TWO (32) FEET OF THE SOUTH ONE HUNDRED FORTY SIX AND NINE TENTHS (146.9) FEET, AND THE NORTH SIXTEEN (16) FEET OF THE SOUTH ONE HUNDRED FORTY SIX AND NINE TENTHS (146.9) FEET OF THE WEST TWENTY FOUR (24) FEET OF SAID TRACT OF LAND, AND CONTAINING A CALCULATED AREA OF ONE THOUSAND FIVE HUNDRED SIXTY SIX AND EIGHTY FOUR HUNDREDTHS (1,566.84) SQUARE FEET OR FOUR HUNDREDTHS (0.04) ACRES MORE OF LESS.

AUGUST 1, 2016

GRAND ISLAND, HALL COUNTY  
NEBRASKA

**CITY OF GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

EXHIBIT  
A



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-17

**#2017-61 - Approving State Bid Award for One (1) 2017 Ford Transit Van for the Wastewater Division of the Public Works Department**

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

# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Approving State Bid Award for One (1) 2017 Ford Transit Van for the Wastewater Division of the Public Works Department

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

## Background

The Wastewater Division of the Public Works Department budgeted for a sampling/flow monitoring van to improve oversight on the sanitary sewer collection system and Wastewater Treatment Plant to comply with environmental regulations and safeguard the City. This is a new vehicle of a type not previously owned by the Wastewater Division. Funds are available in the approved FY 2016/2017 budget for this purchase.

## Discussion

The vehicle specifications awarded under State of Nebraska Contract #14637 OC for a 2017 Ford Transit Van meet all of the requirements for the Wastewater Division vehicle. Anderson Auto Group of Lincoln, Nebraska submitted a bid with no exceptions in the amount of \$39,095.00. There are sufficient funds for this purchase in Account No. 53030054-85625.

The proposed Sampling/Flow Monitoring Van has a crane to lower a sampler or a flow meter into place in the sanitary sewer collection system manholes. The amount of Hydrogen Sulfide, which is known to decrease the life of the collection pipe, has been reduced in the sanitary sewer collection system; however there is more to be removed. Staff is also aware that some customers are discharging excessive amounts of suspended solids and/or grease, and the flow meter information will aid in pinpointing the source of I & I (Infiltration and Inflow). Such information would be used to determine locations for sanitary sewer collection system rehabilitation.

Examples of sampling/flow monitoring activities are:

- Monitor existing Pre-Treatment (8 Existing)
- Monitor potential Pre-Treatment Customers
- Chloride Sampling for NPDES Permit Compliance
- FOG (Fats, Oil and Grease) Program

- Hydrogen Sulfide – H2S Monitoring
- Flow Monitoring – Reduce I & I (Infiltration and Inflow)

### **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 State Bid Award to Anderson Auto Group of Lincoln, Nebraska in the amount of \$39,095.00 for one (1) 2017 Ford Transit Van for the Wastewater Division of the Public Works Department.

### **Sample Motion**

Move to approve the resolution.



RESOLUTION 2017-61

WHEREAS, the Wastewater Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2016/2017 fiscal year; and

WHEREAS, said vehicle, a 2017 Ford Transit Van, can be obtained from the State Contract holder; and

WHEREAS, purchasing the vehicle from the State Contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2016/2017 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2017 Ford Transit Van in the amount of \$39,095.00 from the State Contract holder, Anderson Auto Group of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-18

**#2017-62 - Approving Purchase of a VacAll AllJetVac for the Wastewater Division of the Public Works Department**

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



# Council Agenda Memo

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

**Meeting:** February 28, 2017

**Subject:** Approving Purchase of a VacAll AllJetVac for the Wastewater Division of the Public Works Department

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

## Background

The Wastewater Division of the Public Works Department budgeted for a VacAll AllJetVac to replace the current 1995 flusher truck and 1993 sewer vac (both will be disposed of when the new unit arrives). The single unit will be more efficient than the current two. Funds are available in the approved FY 2016/2017 budget for this purchase.

## Discussion

This new unit has a lifetime guarantee on the water tank, debris body, and air separator, and is anticipated to be kept in our fleet for a number of years. The pumps are similar to others currently in use, making it more cost efficient to repair and maintain. The placement of the water pump is a key issue as well, which makes it easier for the City garage to perform maintenance on this piece of equipment.

To meet competitive bidding requirements, the Wastewater Division obtained contract pricing from the National Joint Powers Alliance Buying Group (NJPA) through Contract #022014-GRD issued to Gradall Industries, Inc. of New Philadelphia, Ohio. Such piece of equipment, with no exceptions, has a total net price of \$384,330.56. There are sufficient funds for this purchase in Account No. 53030054-85625.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of a VacAll AllJetVac from Gradall Industries, Inc. of New Philadelphia, Ohio in the amount of \$384,330.56 for the Wastewater Division of the Public Works Department.

## **Sample Motion**

Move to approve the resolution.

**VACALL™**  
**AllJetVac**



*Combination Jet/Vac Sewer Cleaners  
with More Standard Advantages*

# AllJetVac

## Setting new value and performance standards in sewer line maintenance

Vacall AllJetVac combination jet/vac models introduce a new era of sewer cleaner technology. Designed, built and supported by Gradall Industries – known worldwide for uniquely versatile hydraulic excavators – today's Vacall AllJetVac models have more jetting power and more vacuum power. They are easier to operate and they present an exclusive collection of "green" advantages that save both money and the environment.

Manufactured in America to the highest American quality standards, Vacall AllJetVac machines are built for hard work and long machine life. AllJetVac models are all-business machines that governments and contractors can count on to efficiently and cost-effectively clear and maintain sewer lines on an emergency basis or on routine schedules. Delivering the industry's best ROI every single day.



## Standard advantages set AllJetVac models apart from brands that like to charge extra

Both governments and contractors face the need to extract all of the value and service they possibly can from tight budgets. And that's where Vacall stands apart – and above – all other brands of combination sewer cleaners.

Because Vacall understands the industry, with over 40 years' experience. And we continually listen to our customers, designing newer and better machines that deliver a higher level of cost-effective vacuum and jetting performance. At the same time, we always strive to make our AllJetVac models easier to operate, simpler to maintain and fully able to withstand many years of hard use.



## No other jet/vac sewer cleaner can match this collection of no-extra-cost advantages

- CAN bus smart controls ... our AllSmartFlow™ system is the industry's most advanced
- Lifetime warranty on optional galvanized debris bodies
- Lifetime warranty on aluminum water tanks
- A simplified operational system that's easy to learn, easy to use
- Single-engine design that saves money, service time and emissions
- A choice of front or rear mounted hose reels
- The industry's most powerful blend of jetting and vacuum forces



# OPERATING PERFORMANCE AND EFFICIENCY...

## POWER MODULE OPTIONS MATCH CUSTOMER NEEDS

AllJetVac models are available with a range of power module packages. Positive displacement blowers range from 16 inches to 27 inches hg of vacuum power. Jetting systems complement the cleaning power with capacity ranges from 50 to 120 gpm and pressures to 3000 psi.

## TELESCOPING BOOM PUTS VACUUM FORCES WHERE THEY'RE NEEDED

The standard AllJetVac boom telescopes, lifts and swings with proportional controls, putting the vacuum power exactly where you need it. An 8-inch tube moves debris efficiently from nozzle to debris tank.

## CYCLONE SEPARATOR COLLECTS DEBRIS

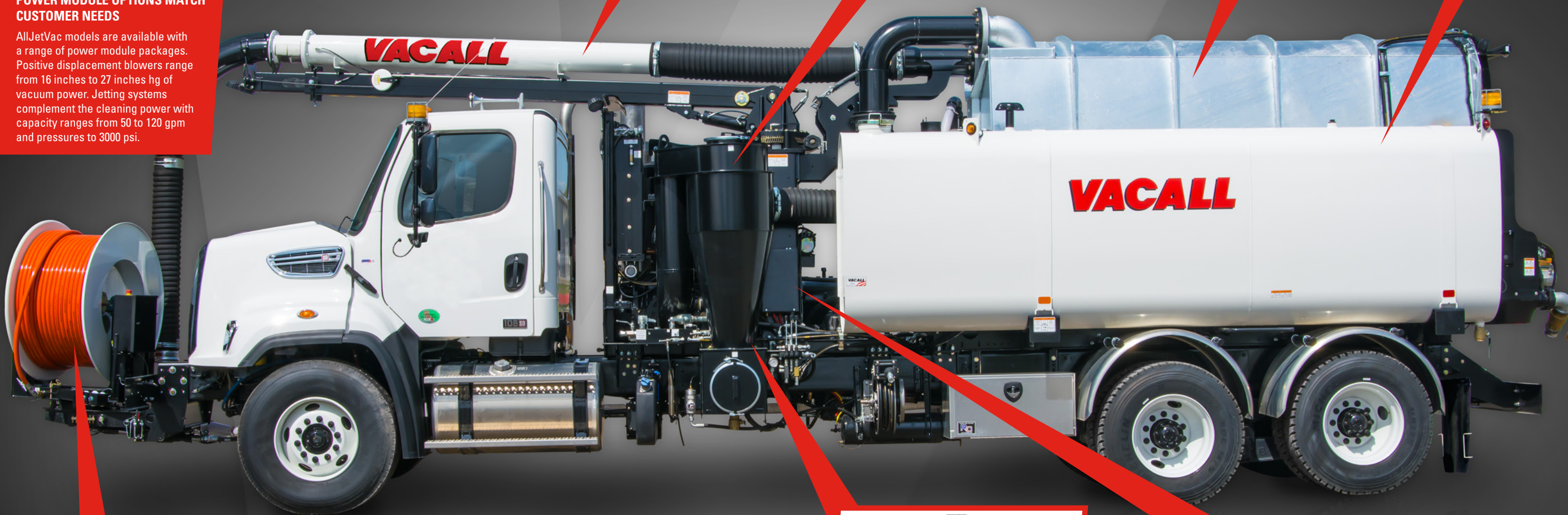
Dust and mist-laden material is spun out in the cyclone separator and collected in a drop box below. Cleanout doors are located above and below the cyclone.

## OPTIONAL LIFETIME WARRANTIES ASSURE DEBRIS TANK DURABILITY

AllJetVac debris tanks are available with an optional galvanized finish that includes a lifetime warranty. A powder coat finish — standard on the outside and optional on the inside — helps tanks maintain a good, durable finish for many years. Tanks are oval-shaped with cylindrical sides, top and bottom, minimizing load shifting that is a problem with round tanks. Tanks also are mounted low to create a lower center of gravity. An optional flush system can be used to clean the entire interior of the tank without hand-spraying.

## WATER TANKS HAVE LIFETIME WARRANTIES

Fabricated with high quality aluminum for extra strength, water tanks have interior baffles and are mounted above the rear fenders to avoid damage from road debris. The tank position also creates a positive head pressure to the water pump inlet.

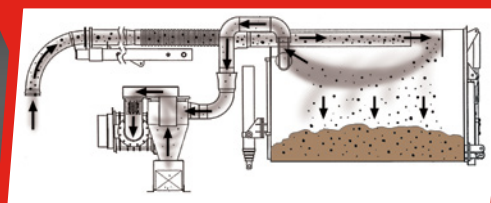


## HOSE REEL ROTATES INTO POSITION

An axial pivoting hose reel is easily fixed into multiple positions for efficient operation. The unique, heavy-duty direct reel drive system consists of a rugged planetary gear box, driven by a hydraulic motor that incorporates a cross-port relief valve to cushion the system. With a dual latching system, there are no pin alignment problems common to other machines. Models are available with the operator station at the front or rear of the chassis. Popular options include auto level wind, Lexan® shields and hose tensioner.

## ALLSMARTFLOW™ INTELLIGENT CONTROLS ARE STANDARD

CAN bus smart controls – the AllSmartFlow system – is standard on AllJetVac models and protected by a cabinet to avoid damage common to other models' levers and joysticks. A programmable color LCD display monitors engine performance, water flow and vacuum functions. Using a wired or wireless pendant, proportional controls allow the operator to command machine functions from an optimum vantage point.



## HIGHLY EFFICIENT FILTRATION SYSTEM

The unique Vacall multi-stage vacuum filtration system has a simplified design to reduce maintenance, extend performance and increase working life. At the rear of the debris body, material is separated by a deflector plate. Remaining material particles and moisture are removed by a cyclone separator. The filtered air then passes through the blower, the silencer and the exhaust.

## HIGH PRESSURE PUMP

The plunger-style triplex pump delivers a smooth, continuous flow of water without the need for an accumulator. The pump is capable of flows from 50 to 120 gpm and features run-dry prevention technology.

# ...DESIGNED INTO EVERY DETAIL

VACALL.COM • (800) 382-8302 | 4



# Help yourself, help the environment

Vacall has the exclusive "Green That Works" package of advantages — features that save money, time and the environment.



It's a true sustainability advantage that includes:

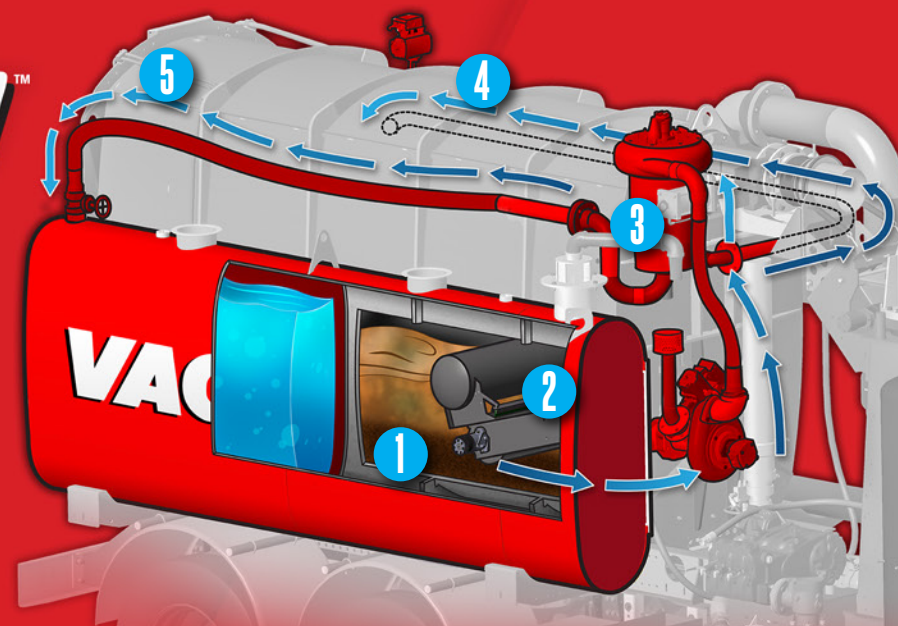
- A single, fuel-efficient engine
- Optional water recycling that saves water and refill trips
- Lifetime warranties on aluminum water tanks
- The industry's smartest smart controls, conserving water and reducing refill trips
- Hydro excavation package
- Wireless pendant controls



# AllClean™ Water Recycling System

## HOW IT WORKS

- 1 Debris and waste water undergo an initial sediment separation.
- 2 Floating V-Filtration screen, with back-flush self cleaning capability, filters the water.
- 3 High-speed centrifugal action removes remaining solids. Fine filter screen eliminates tiny particles down to 100 microns.
- 4 Solids and fine particles returned to debris tank via pressure regulating valve system.
- 5 Recouped waste water, up to 65% from vacuumed material, returned to the water tanks for reuse.



## High efficiency standard with smart controls

The AllSmartFlow system helps operators improve their working efficiency with more precise adjustments and boom movements utilizing proportional controls.

A high-visibility programmable LCD display provides detailed information about engine performance, water flow and vacuum functions. In addition, the system has a fully proportional pendant — either wired or using wireless capability — designed for productive control while operators position themselves for safer, more productive machine views.

Over the road and around the job site, a full enclosure protects the AllSmartFlow control panel, eliminating the chance of damage to joysticks and levers.



## SECURE, FUNCTIONAL TAILGATE SYSTEM

Secure, functional tailgate system. A simple, rugged tailgate design lets the operator use a single control and cylinder to open, close and lock the tailgate. Reverse slope lock wedges actually tighten under the weight of the load, and a D-ring gasket and shimmed hinge points create a superior, secure seal. A standard advantage is a two-port design with a cover plate.

Popular options include a sludge pump to remove material and a decant line to the front bumper.



## SINGLE-ENGINE DESIGN ADVANTAGES

**SAVE ON FUEL** Protect yourself from rising prices by needing fuel for one engine instead of two.

**REDUCE EMISSIONS** Using one engine instead of two dramatically slashes harmful emissions.

**AVOID DOUBLE DOWNTIME** With just one engine, you spend half the service time on oil and filter changes or other routine maintenance procedures.

**LOWER PARTS INVENTORY** A single engine means there's no need to inventory special fuel and air filters or other routine service parts for a second engine.

**SAVE CHASSIS SPACE** Configure water tanks, debris tanks and other features without reserving extra space for a second engine.

**LESS WEIGHT** Without the weight of a second engine, you can easily add tanks and accessories to increase your productivity.

**KEEP IT QUIET** Face it ... operating one engine is quieter than operating two.



# CHOOSE THE MODEL AND FEATURES YOU WANT

## P Series

AllJetVac P Series combination sewer cleaner models use a positive displacement blower system that sets the industry standard for high performance and reliability. A pivoting hose and reel are mounted in the conventional location – at the front of the unit – where operators efficiently operate the vacuum and jetting forces to open clogged sewer lines and remove debris. Debris tank capacities range from six to 12 cubic yards while water tanks can have 1,000, 1,200 or 1,500-gallon capacities. The 8-foot, 6-inch extending boom is capable of a 180-degree rotation.



## R Series

The hose and reel assembly is located at the rear on the AllJetVac R Series models, accommodating an operator preference for a quieter operation. Industry-leading vacuum and jetting forces clean and maintain sewer lines using a positive displacement blower design, efficiently controlled with the standard AllSmartFlow CAN bus system. Debris tank capacities range from 6 to 12 cubic yards while water tanks can have 1,000, 1,200 or 1,500-gallon capacities. The 8-foot, 6-inch extending boom is capable of a 270-degree rotation.

## High Dump AJV

Equipped with an optional high dump system, these AllJetVac models allow the operator to raise the debris tank as much as 76 inches above ground level, and then shift it 21 inches to the back. Hydraulically operated, the high dump system enables an operator to dump material into dewatering or rolloff containers, helping to avoid spills or the need for dangerous ramps.



## Built to last by Gradall

All Vacall machines are produced by Gradall Industries, Inc., with processes that meet ISO 9001-2008 standards. Located in New Philadelphia, Ohio, the Gradall manufacturing facilities encompass some 450,000 square feet with state-of-the-art features including robotic welding and powder-coat painting equipment. Before shipment, every Vacall machine undergoes rigorous testing to assure excellent machine quality and a long, reliable working life.

# VACALL™

Gradall Industries, Inc. • 406 Mill Ave. SW, New Philadelphia, OH 44663  
Phone 330-339-2211 • Toll-free 800-382-8302 • Fax 330-339-8468 • [www.vacall.com](http://www.vacall.com)



Designs, materials and specifications are subject to undergo constant improvement and are subject to change without notice and without incurring any liability on units already sold. Some machine photos may show options.

Form No. 11624 5/16  
Printed in USA  
Certified ISO 9001

RESOLUTION 2017-62

WHEREAS, the National Joint Powers Alliance Buying Group (NJPA) was utilized to secure competitive bids for one (1) New VacAll AllJetVac for Wastewater Division of the Public Works Department; and

WHEREAS, the NJPA Contract #022014-GRD was awarded to Gradall Industries, Inc. of New Philadelphia, Ohio; and

WHEREAS, the Public Works Department has recommended the purchase of a VacAll AllJetVac from Gradall Industries, Inc. for a purchase price of \$384,330.56; and

WHEREAS, the funding for such vehicle is provided in the 2016/2017 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a VacAll AllJetVac from Gradall Industries, Inc. of New Philadelphia, Ohio in the amount of \$384,330.56 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney





# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-19

**#2017-63 - Approving Assignment of License Agreement for  
Summerfield Estates Subdivision Homeowners' Association**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Attorney  
**Meeting:** February 28, 2017  
**Subject:** Assignment of License Agreement  
**Presenter(s):** Jerry Janulewicz, City Attorney

## Background

Little B's Corporation, as the developer of Summerfield Estates First Subdivision, Summerfield Estates Eighth Subdivision, and Summerfield Estates Fourth Subdivision, entered into license agreements with the City of Grand Island, permitting the placement and maintenance of subdivision entrance signs in the public right-of-way. Little B's Corporation wishes to transfer the signs and assign the license agreements to the respective homeowners associations: Summerfield Estates Subdivision Homeowners' Association; Eighth Subdivision of Summerfield Estates Homeowners' Association; and North Road/Grouse Boulevard HOA of Summerfield Estates.

## Discussion

The City permitted the erection and maintenance of signs in the public right of way at the entrances into Summerfield Estates First Subdivision, Summerfield Estates Eighth Subdivision, and Summerfield Estates Fourth Subdivision. Little B's Corp., the licensee, desires to transfer the signs and assign its rights and duties under the license agreements to each respective homeowners' association. If the City consents to the assignments/bills of sale, the homeowners associations will own and be responsible for maintenance and repair of the signs.

## Alternatives

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

1. Approve the resolutions consenting to assignment of the license agreements.
2. Disapprove or /Deny the resolutions.
3. Modify the resolutions to meet the needs of the City Council.
4. Table the issue.

## **Recommendation**

City Administration recommends that the Council approve the resolutions.

## **Sample Motions**

1. Approve the resolution consenting to the assignment of the license agreement/bill of sale by Little B's Corp. to Summerfield Estates Subdivision Homeowners' Association (License Agreement pertaining to Outlot A, Summerfield Estates First Subdivision).
2. Approve the resolution consenting to the assignment of the license agreement/bill of sale by Little B's Corp. to Eighth Subdivision of Summerfield Estates Homeowners' Association (License Agreement pertaining to Lot 1, Block 3, Summerfield Estates Eighth Subdivision).
3. Approve the resolution consenting to the assignment of the license agreement/bill of sale by Little B's Corp. to North Road/Grouse Boulevard HOA of Summerfield Estates (License Agreement pertaining to Lot 6, Block 1, Summerfield Estates Fourth Subdivision).

---

Return to: Michael L. Johnson  
P.O. Box 790  
Grand Island, NE 68802-0790

ASSIGNMENT OF LICENSE/BILL OF SALE

In consideration of the assumption of rights, obligations, duties and risks, LITTLE B'S CORP., a Nebraska corporation, GRANTOR, hereby transfers and assigns unto SUMMERFIELD ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, GRANTEE, all of its rights, obligations, duties and risks under the License Agreement ("the License Agreement") with the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 200701718 with the Register of Deeds of Hall County, Nebraska with the description of the Licensee's real estate as follows:

Outlot A, Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska.

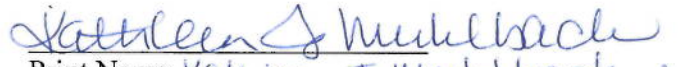
GRANTOR further transfers and assigns to GRANTEE all of the right, title, and interest of the GRANTOR in and to the entrance identification sign described in said License Agreement.

LITTLE B'S CORP., a  
Nebraska Corporation

By   
Greg Baxter, President

STATE OF NEBRASKA )  
 )ss:  
COUNTY OF HALL )

The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of January, 2017 by Greg Baxter, President of Little B's Corp., a Nebraska corporation, on behalf of the corporation.

  
Print Name Kathleen J. Muhlbach  
Notary Public

My commission expires: 12-1-2020



ACCEPTANCE OF ASSIGNMENT OF LICENSE/BILL OF SALE

SUMMERFIELD ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, ("the HOA") does hereby accept the foregoing Assignment of License/Bill of Sale and agrees to assume all rights, obligations, duties and risks of LITTLE B'S CORP., a Nebraska corporation, under said License Agreement attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 200701718 with the Register of Deeds of Hall County, Nebraska. The HOA agrees to be substituted for LITTLE B'S CORP., a Nebraska corporation, as Licensee under said License Agreement and to be subject as Licensee to all terms and conditions of the License Agreement. The HOA further agrees that it shall, upon request of the City or otherwise, fix and collect sufficient assessments consistent with the AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS FOR SUMMERFIELD ESTATES FIRST SUBDIVISION HOMEOWNERS' ASSOCIATION AND SUMMERFIELD ESTATES FIFTH AND SIXTH SUBDIVISIONS HOMEOWNERS' ASSOCIATION recorded as Instrument No. 200700282 with the Register of Deeds of Hall County, Nebraska (amending declarations recorded as Instrument Nos. 200003417 and 200607966 with the Register of Deeds of Hall County, Nebraska) ("the Covenants") to satisfy all rights, obligations, duties and risks of the Licensee under the License Agreement. The properties subject to the Covenants are described on Exhibit "B" attached hereto and made a part hereof by reference. The HOA agrees and acknowledges that the HOA may be subject to judicial dissolution under the provisions of NEB. REV. STAT. §§21-19,141 through 21-19,145 if the HOA fails to satisfy all rights, obligations, duties and risks of the Licensee under the License Agreement. The City shall further have all rights under NEB. REV. STAT. §§18-3101 through 18-3105.

SUMMERFIELD ESTATES SUBDIVISION  
HOMEOWNERS' ASSOCIATION, a Nebraska  
nonprofit corporation

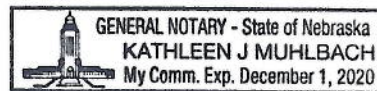
By Ken Thompson  
Ken Thompson, President

STATE OF NEBRASKA )  
  )ss:  
COUNTY OF HALL     )

The foregoing instrument was acknowledged before me on the 12th day of January, 2017 by Ken Thompson, President of Summerfield Estates Subdivision Homeowners' Association, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

Kathleen J. Muhlbach  
Print Name Kathleen J. Muhlbach  
Notary Public

My commission expires: 12-1-2020



CONSENT TO ASSIGNMENT OF LICENSE/BILL OFSALE

The CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereby consents to the foregoing Assignment of License/Bill of Sale by LITTLE B'S CORP., a Nebraska corporation, and Acceptance of Assignment of License/Bill of Sale by SUMMERFIELD ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, in regard to the License Agreement attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 200701718 with the Register of Deeds of Hall County, Nebraska. In consideration of the agreement of SUMMERFIELD ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, to accept the foregoing Assignment of License/Bill of Sale and assume all rights, obligations, duties and risks of LITTLE B'S CORP., a Nebraska corporation, under said License Agreement, the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereby releases LITTLE B'S CORP., a Nebraska corporation, from all of rights, obligations, duties and risks under said License Agreement and agrees that SUMMERFIELD ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, shall be substituted for LITTLE B'S CORP., a Nebraska corporation, as Licensee under said License Agreement and shall be subject as Licensee to all terms and conditions of said License Agreement.

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

Attest:

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

STATE OF NEBRASKA )  
  )ss:  
COUNTY OF HALL     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, a municipal corporation on behalf of the municipal corporation.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
242-48/601797

Entered As Instrument No

0200701718

STATE OF NEBRASKA ) SS.  
COUNTY OF HALL

2007 MAR 6 PM 2 12

*Kathy Board*  
REG OF DEEDS

CASH 20.50  
CHECK \_\_\_\_\_

REFUNDS:  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

Return to:  
Larry Cornelius, Sr. Eng. Tech.  
Public Works Department  
City of Grand Island  
P.O. Box 1968  
Grand Island, NE 68802



200701718

• This Space Reserved for Register of Deeds •

*2050*

### LICENSE AGREEMENT

This License Agreement is made by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Licensor" and LITTLE B'S CORP., hereinafter referred to as the "Licensee."

1. STATEMENT OF PURPOSE. The purpose of this License Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon real estate owned by the Licensor:

Installation, maintenance and repair of one (1) entrance identification sign to Summerfield Estates Subdivision. Such sign must be made of a durable permanent material, such as brick or metal. The sign cannot be made of wood or similar materials. The area of the sign (excluding ornamental brickwork or supports) shall not exceed thirty two (32.0) square feet. The sign height cannot exceed four (4.0) feet.

2. DESCRIPTION OF LICENSEE'S REAL ESTATE. The Licensee owns the following described real estate adjacent to the Licensor's real estate to which this License Agreement shall apply:

*Out* Lot A, ~~Block~~ Summerfield Estates Subdivision to the City of Grand Island, Hall County, Nebraska. *First AC*

3. LICENSEE'S DUTIES AND RISKS. It is understood and agreed that the Licensee may construct, maintain, repair and utilize the above described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents and independent contractors for any damage or injury that may result





to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

4. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

5. OTHER CONDITIONS. The following conditions shall apply to this License Agreement:

- A. Design and location of each sign shall be subject to the approval of the Public Works Director before installation.
- B. The signs shall only be located on landscape medians. The signs must be placed in a location that does not interfere with traffic or cause safety concerns. Such locations must be accurately depicted on a site plan showing the exact location of each sign on the property as well as detail the design and structure of each sign. Such site plan must be submitted to the Building Department prior to receiving the building permit for such signs.
- C. The Licensee shall be responsible for all care and maintenance of the signs.
- D. If the maintenance or upkeep of any of the signs is not acceptable, the City of Grand Island has the authority to have the signs removed at the expense of the Licensee.

6. EFFECTIVE DATE. This License Agreement shall take effect on the date it is executed by the Director of Public Works of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

7. TERMINATION. This License Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of sixty (60) days written notice of intention to terminate by any party upon the other party.
- (b) The Licensee's application for a permit to alter said improvement or any part thereof, unless said permit is for work due to an occurrence as described in Paragraph 3 above and said work has the prior written approval of the Licensor.

(c) The Licensee's construction or installation of any structure or improvement of any nature upon the real estate owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in Paragraph 6 above. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all its costs.

8. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

10. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Grand Island, Nebraska.

11. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: FEB. 27 2007.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation, Licensor,

By:



STEVEN P. RIEHLE  
Director of Public Works

200701718

LITTLE B'S CORP., Licensee,

By:

  
GREG BAXTER, President

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF HALL     )

Before me, a notary public, qualified in said County personally came Greg Baxter, President of Little B's Corp., known to me to be such officer and the identical person who signed the foregoing License Agreement and acknowledged that the foregoing signature was his voluntary act and deed.

WITNESS my hand and notarial seal on Feb 27<sup>th</sup>, 2007.



  
Notary Public

Lots One (1) through Six (6), Block Three (3) and Lots One (1) through Eight (8), Block Four (4), all in Summerfield Estates First Subdivision in the City of Grand Island, Hall County, Nebraska; and

Lots One (1) through Six (6), Block One (1) and Lots Five (5) through Eight (8), Block Two (2), all in Summerfield Estates Fifth Subdivision in the City of Grand Island, Hall County, Nebraska, and Lots One (1) through Four (4), all in Summerfield Estates Sixth Subdivision in the City of Grand Island, Hall County, Nebraska, (a replat of Lots One (1) through Four (4), Block Two (2) in Summerfield Estates Fifth Subdivision in the City of Grand Island, Hall County, Nebraska)

242-48/607609



RESOLUTION 2017-63

WHEREAS, through a license agreement, the City of Grand Island permitted Little B's Corp. to construct and maintain a subdivision entrance sign upon the public right of way; and

WHEREAS, Little B's Corp. desires to transfer the sign and assign to the following homeowners association its rights and duties under the license agreement with the City of Grand Island, and is requesting City's consent to the assignment and bill of sale.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby consents to the assignment of the license agreement/bill of sale by Little B's Corp. to Summerfield Estates Subdivision Homeowners' Association (License Agreement pertaining to Outlot A, Summerfield Estates First Subdivision).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-20

### **#2017-64 - Approving Assignment of License Agreement for Eight Subdivision of Summerfield Estates Homeowners' Association**

*This item relates to the aforementioned Consent Agenda item G-19.*

Staff Contact: Jerry Janulewicz

---

Return to: Michael L. Johnson  
P.O. Box 790  
Grand Island, NE 68802-0790

ASSIGNMENT OF LICENSE/BILL OF SALE

In consideration of the assumption of rights, obligations, duties and risks, LITTLE B'S CORP., a Nebraska corporation, GRANTOR, hereby transfers and assigns unto EIGHTH SUBDIVISION OF SUMMERFIELD ESTATES HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, GRANTEE, all of its rights, obligations, duties and risks under the License Agreement ("the License Agreement") with the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201404657 with the Register of Deeds of Hall County, Nebraska with the description of the Licensee's real estate as follows:

Lot One (1), Block Three (3), Summerfield Estates Eighth Subdivision, in the City of Grand Island, Hall County, Nebraska.

GRANTOR further transfers and assigns to GRANTEE all of the right, title, and interest of the GRANTOR in and to the entrance identification sign described in said License Agreement.

LITTLE B'S CORP., a  
Nebraska Corporation

By   
Greg Baxter, President

STATE OF NEBRASKA )  
  )ss:  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me on the 30<sup>th</sup> day of January, 2017 by Greg Baxter, President of Little B's Corp., a Nebraska corporation, on behalf of the corporation.

Daphne Brandt  
Print Name Daphne Brandt  
Notary Public

My commission expires: 07/17/2020

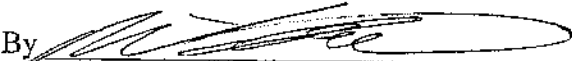




ACCEPTANCE OF ASSIGNMENT OF LICENSE/BILL OF SALE

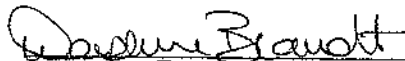
EIGHTH SUBDIVISION OF SUMMERFIELD ESTATES HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, ("the HOA") does hereby accept the foregoing Assignment of License/Bill of Sale and agrees to assume all rights, obligations, duties and risks of LITTLE B'S CORP., a Nebraska corporation, under said License Agreement attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201404657 with the Register of Deeds of Hall County, Nebraska. The HOA further agrees that it shall, upon request of the City or otherwise, fix and collect sufficient assessments consistent with the DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS FOR SUMMERFIELD ESTATES EIGHTH SUBDIVISION HOMEOWNERS' ASSOCIATION recorded as Instrument No. 201502871 with the Register of Deeds of Hall County, Nebraska ("the Covenants") to satisfy all rights, obligations, duties and risks of the Licensee under the License Agreement. The properties subject to the Covenants are described on Exhibit "B" attached hereto and made a part hereof by reference. The HOA agrees and acknowledges that the HOA may be subject to judicial dissolution under the provisions of NEB. REV. STAT. §§21-19,141 through 21-19,145 if the HOA fails to satisfy all rights, obligations, duties and risks of the Licensee under the License Agreement. The City shall further have all rights under NEB. REV. STAT. §§18-3101 through 18-3105.

EIGHTH SUBDIVISION OF SUMMERFIELD ESTATES HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation

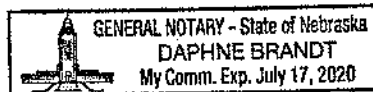
By   
Michael Stanton, President

STATE OF NEBRASKA )  
  )ss:  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me on the 30<sup>th</sup> day of January, 2017 by Michael Stanton, President of Eighth Subdivision of Summerfield Estates Homeowners' Association, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

  
Print Name Daphne Brandt  
Notary Public

My commission expires: 07/17/2020



CONSENT TO ASSIGNMENT OF LICENSE/BILL OF SALE

The CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereby consents to the foregoing Assignment of License/Bill of Sale by LITTLE B'S CORP., a Nebraska corporation, and Acceptance of Assignment of License/Bill of Sale by EIGHTH SUBDIVISION OF SUMMERFIELD ESTATES HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, in regard to the License Agreement attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201404657 with the Register of Deeds of Hall County, Nebraska. In consideration of the agreement of EIGHTH SUBDIVISION OF SUMMERFIELD ESTATES HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, to accept the foregoing Assignment of License/Bill of Sale and assume all rights, obligations, duties and risks of LITTLE B'S CORP., a Nebraska corporation, under said License Agreement, the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereby releases LITTLE B'S CORP., a Nebraska corporation, from all of rights, obligations, duties and risks under said License Agreement and agrees that EIGHTH SUBDIVISION OF SUMMERFIELD ESTATES HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, shall be substituted for LITTLE B'S CORP., a Nebraska corporation, as Licensee under said License Agreement and shall be subject as Licensee to all terms and conditions of said License Agreement.

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

Attest:

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

STATE OF NEBRASKA )  
  )ss:  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, a municipal corporation on behalf of the municipal corporation.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
242-48/601796

ENTERED AS INSTRUMENT NO

201404657

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2014 JUL 30 AM 8 27

*Mitchell Clark*  
HALL CO. REGISTER OF DEEDS

CASH 28.00  
CHECK \_\_\_\_\_

REFUNDS:  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

This Space Reserved for Register of Deeds

PLEASE RETURN TO:  
CATRINA DELOSH  
PUBLIC WORKS DEPT  
PO BOX 1968  
GRAND ISLAND, NE 68802-1968

### LICENSE AGREEMENT

This License Agreement is made by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal Corporation, herein referred to as the "Licensor" and LITTLE B'S CORP., hereinafter referred to as the "Licensee".

1. **STATEMENT OF PURPOSE.** The purpose of this License Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon the Licensor:

Installation, maintenance and repair of one (1) entrance identification sign to Summerfield Estates 8<sup>th</sup> Subdivision at State Street and Meadow Road. Such sign must be made of a durable permanent material, such as brick or metal. The sign cannot be made of wood or similar materials. The area of the sign (excluding ornamental brickwork or supports) shall not exceed thirty two (32.0) square feet. The sign height cannot exceed four (4.0) feet.

2. **DESCRIPTION OF LICENSEE'S REAL ESTATE.** The Licensee owns the following described real estate adjacent to the Licensor's real estate to which this License Agreement shall apply:

Lot One (1), Block Three (3), Summerfield Estates 8<sup>th</sup> Subdivision, City of Grand Island, Hall County, Nebraska.

3. **LICENSEE'S DUTIES AND RISKS.** It is understood and agreed that the Licensee may construct, maintain, repair and utilize the above described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employee, agents and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement. Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this agreement.



201404657

4. **RESTORATION OF PROPERTY.** If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

5. **OTHER CONDITIONS.** The following conditions shall apply to this License Agreement:

- A. Design and location of each sign shall be subject to the approval of the Public Works Director before installation.
- B. The signs shall only be located on landscape medians. The signs must be placed in a location that does not interfere with traffic or cause safety concerns. Such sign shall be placed south of the existing ten (10) foot easement (which is tied to Lot One, Block Three of Summerfield Estates 8<sup>th</sup> Subdivision) or thirty-three (33) feet south of the south edge of the State Street roadway. Such locations must be accurately depicted on a site plan showing the exact location of each sign on the property as well as detail the design and structure of each sign. Such site plan must be submitted to the Building Department prior to receiving the building permit for such signs.
- C. The Licensee shall be responsible for all care and maintenance of the signs.
- D. If the maintenance or upkeep of any of the signs is not acceptable, the City of Grand Island has the authority to have the signs removed at the expense of the Licensee.

6. **EFFECTIVE DATE.** This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

7. **TERMINATION.** This License Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of sixty (60) days written notice of intention to terminate by any party upon the other party.
- (b) The Licensee's application for a permit to alter said improvement or any part thereof, unless said permit is for work due to an occurrence as described in Paragraph 3 above and said work has the prior written approval of the Licensor.
- (c) The Licensee's construction or installation of any structure or improvement of any nature upon the easement owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's easement at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in Paragraph 6 above. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's easement and the Licensee agrees to reimburse the Licensor for all its costs.

8. **SUCCESSORS AND ASSIGNS.** This agreement shall be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

10. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Grand Island, Nebraska.

11. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: July 29, 2014.

LICENSOR:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: Jay Vavricka  
Jay Vavricka, Mayor

Attest: RaNaee Edwards  
RaNaee Edwards, City Clerk

STATE OF NEBRASKA )  
COUNTY OF HALL ) ss

On this 29<sup>th</sup> day of July, 2014 before me, the undersigned, a Notary Public, qualified in said County personally came Jay Vavricka, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing License Agreement and acknowledged that the foregoing signature was her voluntary act and deed, and that the City's corporate seal was thereto affixed by proper authority.



Carla L. Englund  
Notary Public

LITTLE B'S CORP., LICENSEE:

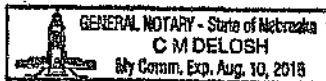
Greg Baxter  
GREG BAXTER, PRESIDENT

STATE OF NEBRASKA )  
COUNTY OF HALL ) ss

On this 29<sup>th</sup> day of July, 2014 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GREG BAXTER, PRESIDENT, known personally to me to be the identical person and such officer who signed the foregoing License Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed on behalf of the corporation.

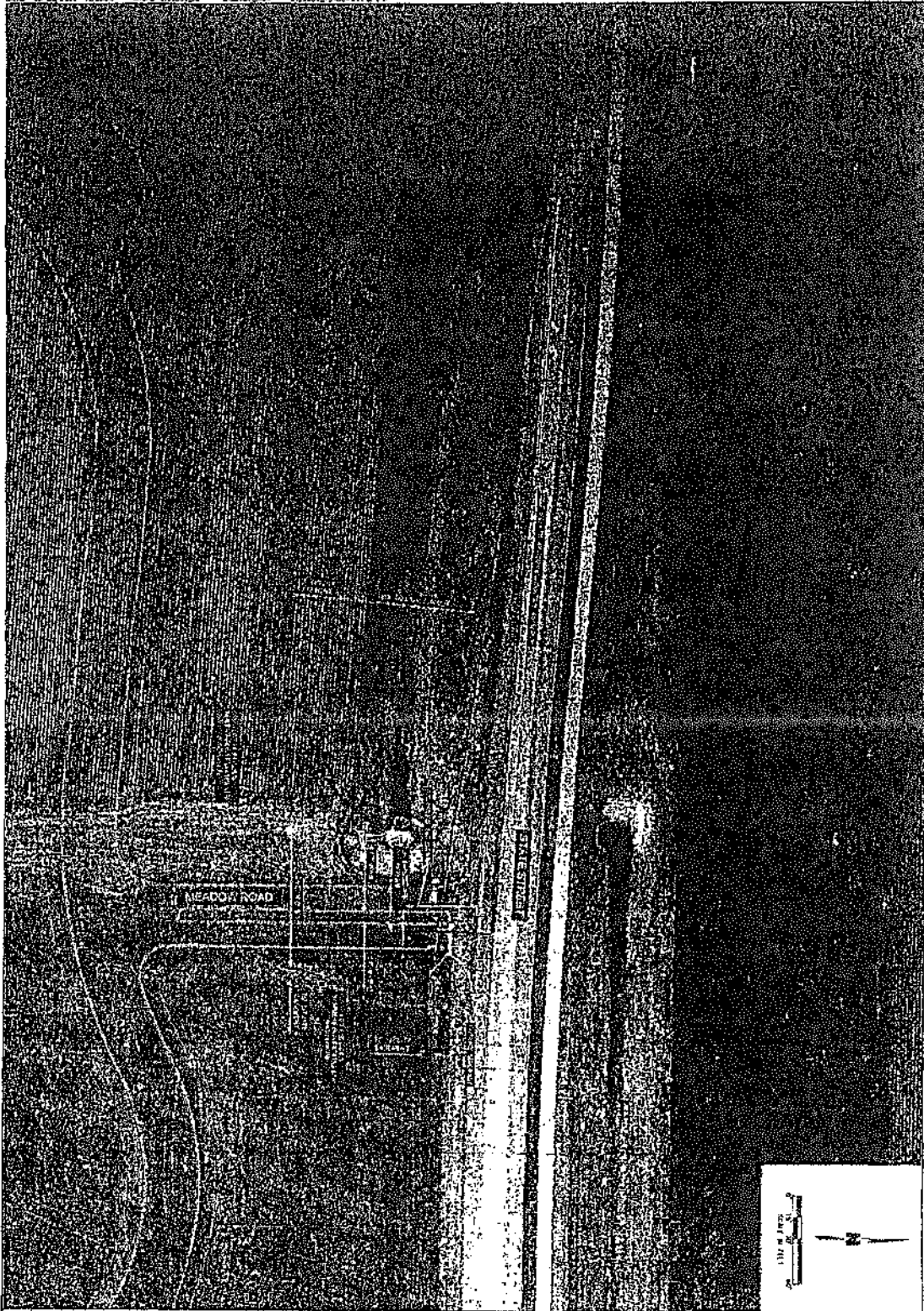
WITNESS my hand and Notarial Seal the date above written.

CM DeLosh  
Notary Public



201404657

DWG P:\proj\1013-2017\_L\_PMP\1013-2017\_SIGN.dwg USER gmmk  
DATE 04/26/2017 11:26am DWGID: 2178697\_07 2178697\_07 017801\_00-00-100 & 01



1013-2017 SHEET 1 OF 1	SIGN EXHIBIT	DATE 04/26/2017	DRAWN BY gmmk
	SUMMERFIELD ESTATES 8TH SUBDIVISION	CHECKED BY [blank]	PROJECT NO. 1013-2017
	GRAND ISLAND, NEBRASKA	YEAR 2014	REVISIONS



1013-2017  
 SHEET  
 1 OF 1

Lots One (1) through Eleven (11), Block One (1), Lots One (1) through Nine (9), Block Two (2) and Lots One (1) through Seven (7), Block Three (3) all in Summerfield Estates Eighth Subdivision in the City of Grand Island, Hall County, Nebraska

242-48/607608



RESOLUTION 2017-64

WHEREAS, through a license agreement, the City of Grand Island permitted Little B's Corp. to construct and maintain a subdivision entrance sign upon the public right of way; and

WHEREAS, Little B's Corp. desires to transfer the sign and assign to the following homeowners association its rights and duties under the license agreement with the City of Grand Island, and is requesting City's consent to the assignment and bill of sale.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby consents to the assignment of the license agreement/bill of sale by Little B's Corp. to Eighth Subdivision of Summerfield Estates Homeowners' Association (License Agreement pertaining to Lot 1, Block 3, Summerfield Estates Eighth Subdivision).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☒ _____
March 10, 2017	☒ City Attorney





# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-21

### **#2017-65 - Approving Assignment of License Agreement for North Road/Grouse Boulevard HOA of Summerfield Estates**

*This item relates to the aforementioned Consent Agenda item G-19.*

Staff Contact: Jerry Janulewicz

---

Return to: Michael L. Johnson  
P.O. Box 790  
Grand Island, NE 68802-0790

ASSIGNMENT OF LICENSE/BILL OF SALE

In consideration of the assumption of rights, obligations, duties and risks, LITTLE B'S CORP., a Nebraska corporation, GRANTOR, hereby transfers and assigns unto NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, GRANTEE, all of its rights, obligations, duties and risks under the License Agreement (the "License Agreement") with the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201109523 with the Register of Deeds of Hall County, Nebraska with the description of the Licensee's real estate as follows:

Lot Six (6), Block One (1), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

GRANTOR further transfers and assigns to GRANTEE all of the right, title, and interest of the GRANTOR in and to the entrance identification sign described in the License Agreement.

LITTLE B'S CORP., a  
Nebraska Corporation

By   
Greg Baxter, President

STATE OF NEBRASKA )  
 )ss:  
COUNTY OF HALL )

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of January, 2017 by Greg Baxter, President of Little B's Corp., a Nebraska corporation, on behalf of the corporation.



Katherina L. Frei  
Print Name Katherina L. Frei  
Notary Public

My commission expires August 8, 2020

ACCEPTANCE OF ASSIGNMENT OF LICENSE/BILL OF SALE

NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, (“the HOA”) does hereby accept the foregoing Assignment of License/Bill of Sale and agrees to assume all rights, obligations, duties and risks of LITTLE B’S CORP., a Nebraska corporation, under the License Agreement (the “License Agreement”) with the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, (“the City”) attached hereto as Exhibit “A” and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201109523 with the Register of Deeds of Hall County, Nebraska. The HOA agrees to be substituted for LITTLE B’S CORP., a Nebraska corporation, as Licensee under said License Agreement and to be subject as Licensee to all terms and conditions of the License Agreement. The HOA further agrees that it shall, upon request of the City or otherwise, fix and collect sufficient assessments consistent with the DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS FOR HOMEOWNERS’ ASSOCIATION OF SUMMERFIELD ESTATES (North Road and Grouse Boulevard) recorded as Instrument No. 201607705 with the Register of Deeds of Hall County, Nebraska (“the Covenants”) to satisfy all rights, obligations, duties and risks of the Licensee under the License Agreement. The properties subject to the Covenants are described on Exhibit “B” attached hereto and made a part hereof by reference. The HOA agrees and acknowledges that the HOA may be subject to judicial dissolution under the provisions of NEB. REV. STAT. §§21-19,141 through 21-19,145 if the HOA fails to satisfy all rights, obligations, duties and risks of the Licensee under the License Agreement. The City shall further have all rights under NEB. REV. STAT. §§18-3101 through 18-3105.

NORTH ROAD/GROUSE BOULEVARD  
 HOA OF SUMMERFIELD ESTATES, a  
 Nebraska nonprofit corporation  
 By *Bradley D. Bauer*  
 Bradley D. Bauer, President

STATE OF NEBRASKA )  
 )ss:  
 COUNTY OF HALL )

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of January, 2017 by Bradley D. Bauer, President of North Road/Grouse Boulevard HOA of Summerfield Estates, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.



*Katherina L. Frei*  
 Print Name Katherina L. Frei  
 Notary Public

My commission expires: August 8, 2020

CONSENT TO ASSIGNMENT OF LICENSE/BILL OF SALE

The CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereby consents to the foregoing Assignment of License/Bill of Sale by LITTLE B'S CORP., a Nebraska corporation, and Acceptance of Assignment of License/Bill of Sale by NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, in regard to the License Agreement attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201109523 with the Register of Deeds of Hall County, Nebraska. In consideration of the agreement of NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, to accept the foregoing Assignment of License/Bill of Sale and assume all rights, obligations, duties and risks of LITTLE B'S CORP., a Nebraska corporation, under said License Agreement, the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereby releases LITTLE B'S CORP., a Nebraska corporation, from all of rights, obligations, duties and risks under said License Agreement and agrees that NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, shall be substituted for LITTLE B'S CORP., a Nebraska corporation, as Licensee under said License Agreement and shall be subject as Licensee to all terms and conditions of said License Agreement.

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

Attest:

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

STATE OF NEBRASKA )  
                                  )ss:  
COUNTY OF HALL     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, a municipal corporation on behalf of the municipal corporation.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
242-48/601791

ENTERED AS INSTRUMENT NO

201109523

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2011 DEC 19 PM 4 28

*Mitchell Clark*  
HALL CO. REGISTER OF DEEDS

CASH 15.50  
CHECK

REFUNDS:  
CASH  
CHECK

Return to:  
Larry Cornelius, Sr Eng Tech  
Public Works Department  
City of Grand Island  
PO Box 1968  
Grand Island NE 68802



This Space Reserved for Register of Deeds

LICENSE AGREEMENT

15.50

This License Agreement is made by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal Corporation, herein referred to as the "Licensor" and LITTLE B'S CORP., hereinafter referred to as the "Licensee".

1. STATEMENT OF PURPOSE. The purpose of this License Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon the Licensor:

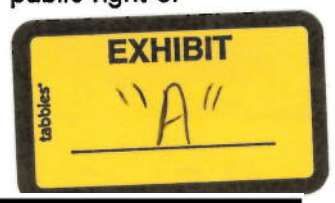
Installation, maintenance and repair of one (1) entrance identification sign to Summerfield Estates Subdivision at North Road and Grouse Boulevard. Such sign must be made of a durable permanent material, such as brick or metal. The sign cannot be made of wood or similar materials. The area of the sign (excluding ornamental brickwork or supports) shall not exceed thirty two (32.0) square feet. The sign height cannot exceed four (4.0) feet.

2. DESCRIPTION OF LICENSEE'S REAL ESTATE. The Licensee owns the following described real estate adjacent to the Licensor's real estate to which this License Agreement shall apply:

Lot Six (6), Block One (1), Summerfield Estates Fourth Subdivision, City of Grand Island, Hall County, Nebraska.

3. LICENSEE'S DUTIES AND RISKS. It is understood and agreed that the Licensee may construct, maintain, repair and utilize the above described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employee, agents and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement. Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this agreement.

4. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-



way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

5. OTHER CONDITIONS. The following conditions shall apply to this License Agreement:

- A. Design and location of each sign shall be subject to the approval of the Public Works Director before installation.
- B. The signs shall only be located on landscape medians. The signs must be placed in a location that does not interfere with traffic or cause safety concerns. Such locations must be accurately depicted on a site plan showing the exact location of each sign on the property as well as detail the design and structure of each sign. Such site plan must be submitted to the Building Department prior to receiving the building permit for such signs.
- C. The Licensee shall be responsible for all care and maintenance of the signs.
- D. If the maintenance or upkeep of any of the signs is not acceptable, the City of Grand Island has the authority to have the signs removed at the expense of the Licensee.

6. EFFECTIVE DATE. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

7. TERMINATION. This License Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of sixty (60) days written notice of intention to terminate by any party upon the other party.
- (b) The Licensee's application for a permit to alter said improvement or any part thereof, unless said permit is for work due to an occurrence as described in Paragraph 3 above and said work has the prior written approval of the Licensor.
- (c) The Licensee's construction or installation of any structure or improvement of any nature upon the easement owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's easement at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in Paragraph 6 above. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's easement and the Licensee agrees to reimburse the Licensor for all its costs.

8. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

10. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Grand Island, Nebraska.

11. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: Dec. 14, 2011.

LICENSOR:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: [Signature]  
Jay Vavricek, Mayor

Attest: [Signature]  
RaNae Edwards, City Clerk

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF HALL        )

On this 14 day of Dec., 2011 before me, the undersigned, a Notary Public, qualified in said County personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing License Agreement and acknowledged that the foregoing signature was her voluntary act and deed, and that the City's corporate seal was thereto affixed by proper authority.

[Signature]  
LITTLE B'S CORP., LICENSEE:  
[Signature]  
GREG BAXTER, PRESIDENT

[Signature]  
Notary Public



STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF HALL        )

On this 14th day of December, 2011 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GREG BAXTER, PRESIDENT, known personally to me to be the identical person and such officer who signed the foregoing License Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed on behalf of the corporation.  
WITNESS my hand and Notarial Seal the date above written.



[Signature]  
Notary Public



Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska:

Block One (1):

Lot One (1), Block One (1), Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Two (2), Block One (1), Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Three (3), Block One (1), Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska.

Block Two (2):

Lot Seven (7), Block Two (2), Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska.

Summerfield Estates Third Subdivision, in the City of Grand Island, Hall County, Nebraska:

Lot Four (4), Summerfield Estates Third Subdivision, in the City of Grand Island, Hall County, Nebraska.

Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska:

Block One (1):

Lot One (1), Block One (1), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Four (4), Block One (1), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Five (5), Block One (1), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Six (6), Block One (1), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Block Two (2):

Lot One (1), Block Two (2), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.



Block Three (3):

Lot One (1), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Two (2), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Three (3), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Four (4), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Five (5), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Six (6), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Ten (10), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Eleven (11), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Thirteen (13), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Seventeen (17), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Eighteen (18), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Nineteen (19), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska:

Block One (1):

Lot Eight (8), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Nine (9), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Ten (10), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Eleven (11), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Thirteen (13), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Fourteen (14), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Eighteen (18), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Twenty-Three (23), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Block Two (2):

Lot Two (2), Block Two (2), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Block Three (3)

Lot Three (3), Block Three (3), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Summerfield Estates Ninth Subdivision, in the City of Grand Island, Hall County, Nebraska:

Lot Three (3), Summerfield Estates Ninth Subdivision, in the City of Grand Island, Hall County, Nebraska.

242-48/607607

RESOLUTION 2017-65

WHEREAS, through a license agreement, the City of Grand Island permitted Little B's Corp. to construct and maintain a subdivision entrance sign upon the public right of way; and

WHEREAS, Little B's Corp. desires to transfer the sign and assign to the following homeowners association its rights and duties under the license agreement with the City of Grand Island, and is requesting City's consent to the assignment and bill of sale.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby consents to the assignment of the license agreement/bill of sale by Little B's Corp. to Lot 6, Block 1, Summerfield Estates Fourth Subdivision).

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Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form    ☒ \_\_\_\_\_  
March 10, 2017         ☒ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item I-1

**#2017-66 - Consideration of Approving Parking Restrictions on Custer Avenue at the North Front Street Intersection**

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

# **Council Agenda Memo**

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

**Meeting:** February 28, 2017

**Subject:** Approving Parking Restrictions on Custer Avenue at the North Front Street Intersection

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

## **Background**

Council action is required to designate parking restrictions on any public street.

A safety concern was brought to the Public Works Engineering staff by a concerned citizen to place parking restrictions on both the east and west sides of Custer Avenue, both north and south from the North Front Street intersection, as shown on the attached sketch.

## **Discussion**

The Public Works Department reviewed the request for this area and concurs with placing parking restrictions on both the east and west sides of Custer Avenue for 150' feet north and south from the North Front Street intersection. These parking restrictions will allow for improved sight visibility when traveling east and west on North Front Street through the Custer Avenue intersection.

## **Alternatives**

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

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

## **Recommendation**

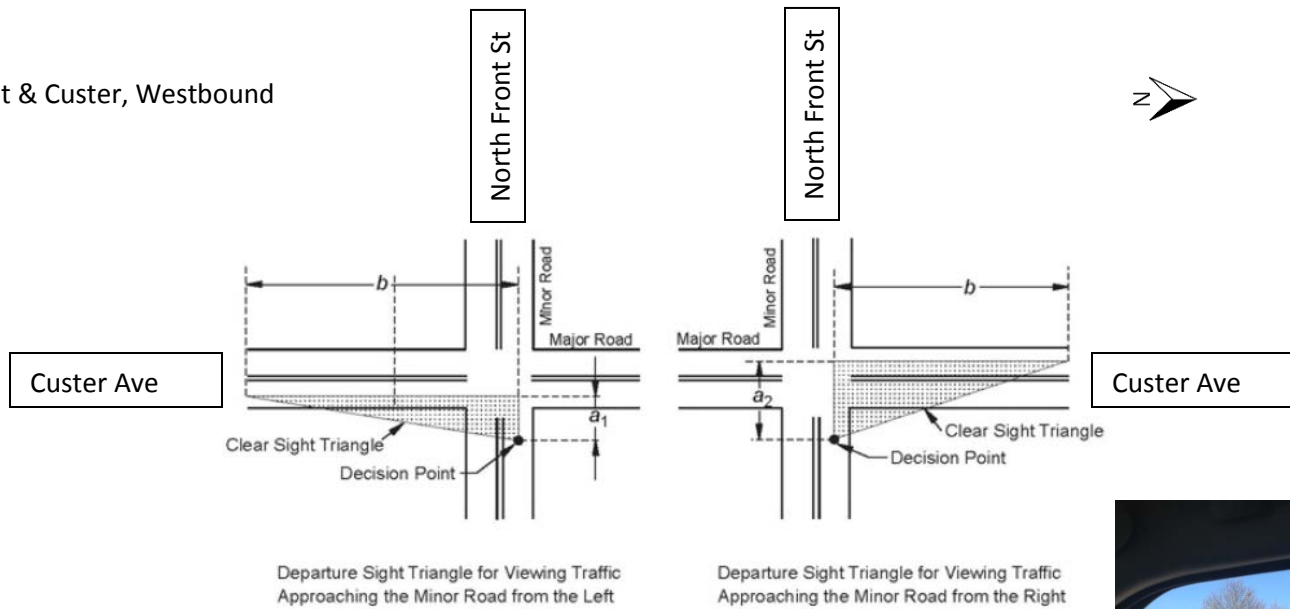
City Administration recommends that the Council approve the resolution placing parking restrictions on the north and south sides of the Custer Avenue and North Front Street intersection.

## **Sample Motion**

Move to approve the resolution.



North Front & Custer, Westbound

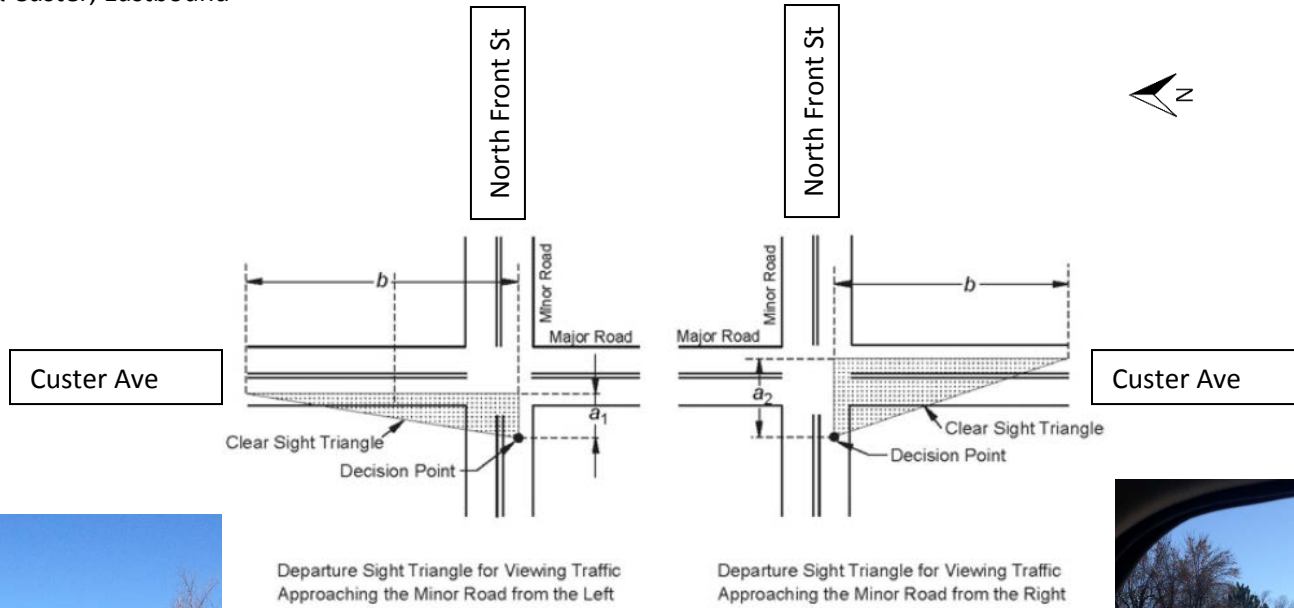


Departure Sight Triangles (Stop-Controlled)





North Front & Custer, Eastbound



Departure Sight Triangle for Viewing Traffic Approaching the Minor Road from the Left

Departure Sight Triangle for Viewing Traffic Approaching the Minor Road from the Right

Departure Sight Triangles (Stop-Controlled)











RESOLUTION 2017-66

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

WHEREAS, to address a safety concern at the intersection of Custer Avenue and North Front Street, the Public Works Department is requesting to place parking restrictions for 150' on the north and south sides of the Custer Avenue and North Front Street intersection, as noted on the attached sketch; and

WHEREAS, it is recommended that such parking restrictions be approved.

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

1. A No Parking restriction is hereby designated on the east and west sides of Custer Avenue for 150' feet north and south of North Front Street.
2. The City's Street Division of the Public Works Department shall erect and maintain the signs and pavement markings as necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☐ _____
March 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item I-2

**#2017-67 - Consideration of Authorizing Acquisition of Tax Certificates for Unpaid Real Estate Taxes, Part of Lot 5 and Part of Lot 6, Commercial Industrial Park Subdivision**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Attorney  
**Meeting:** February 28, 2017  
**Subject:** Authorize Purchase of Tax Sale Certificate  
**Presenter(s):** Jerry Janulewicz, City Attorney

## Background

The City's Problem Resolution Team in conjunction with the Public Works Department endeavored to obtain a deed to a detention cell located south of and adjacent to Nelson Furniture, west of Industrial Lane. The detention cell, which provides storm water detention for properties in the surrounding area, was created as a result of litigation between the City and A.C. Nelsen Enterprises, Inc. Title to the property, generally described as part of lot 5 and part of lot 6, Commercial and Industrial Subdivision, was conveyed in 1977 to C. Clifton Nelsen and C. Clifton Nelsen, Trustee for the Judith Lynne Nelsen Trust, for the Karen Ellen Nelsen Trust, and for the Andrew Clifton Nelsen Trust. C. Clifton Nelsen died in 2002. An attempt was made in 2016 to obtain a deed to the property from Mr. Nelsen's son, but those efforts ceased when he was unable or unwilling to provide satisfactory documentation showing he had authority to convey good and clear title on behalf of the owners of record.

In recent history, this property was sold at public tax sales but the purchasers of the certificates did not foreclose on the property, most likely due to the detention cell located thereon. It will again come on for tax sale on March 6, 2017 for taxes assessed in 2015 in the following amounts: Pt. of Lot 5 - \$74.28; Pt. of Lot 6 – \$56.06. It is recommended that city staff attempt to purchase the tax certificate as a means to obtain title via a tax deed, although the lien cannot be foreclosed until three years after issuance of the certificate.

## Discussion

The detention cell has been a source of city concern for a number of years. At one time it was surrounded by a fence, which fell into disrepair. The property was essentially abandoned and was not maintained. On numerous occasions, mowing was completed through the city's code enforcement program resulting in special assessment liens upon the property. Acquisition of a tax certificate would place the city in a position to protect its interests in the mowing assessment liens and provide a mechanism to obtain title to the property.



## **Disclosure of Prior Representation**

In 2005 or 2006 while in private practice, I was contacted by Mr. Andrew Nelsen, who was seeking to convey the detention cell to the city. On his behalf, I met with the city's public works director to discuss the offer to give the property to the city. The offer was subsequently rejected by the city.

## **Alternatives**

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

1. Approve the resolution authorizing purchase of the tax sale certificates on part of lot 5 and part of lot 6, Commercial and Industrial Subdivision.
2. Disapprove or /Deny the resolution.
3. Modify the resolution to meet the needs of the City Council.
4. Table the issue.

## **Recommendation**

City Administration recommends that the Council approve the resolution.

## **Sample Motions**

Move to approve the resolution authorizing purchase of the tax sale certificates on part of lot 5 and part of lot 6, Commercial and Industrial Subdivision.

RESOLUTION 2017-67

WHEREAS, the City desires to acquire title to a private detention cell locate on part of lot 5 and part of lot 6, Commercial and Industrial Subdivision, Hall County, Nebraska; and

WHEREAS, City has been unable to obtain good and clear title from the owners of record; and

WHEREAS, the lien for 2015 general real estate taxes levied upon the property will be sold by the County Treasurer on March 6, 2017; and

WHEREAS, acquisition of the tax sale certificates on the property will provide a means to protect the city's special assessment liens and provide a means whereby the City may ultimately obtain title to the property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that city staff should be and are hereby authorized to purchase in the name of the City the tax sale certificates representing tax liens on part of lot 5 and part of lot 6, Commercial and Industrial Subdivision, Hall County, Nebraska. The purchase price shall not exceed the sum of the delinquent taxes, interest, and Treasurer's fees.

---

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

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

Attest:

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

Approved as to Form	☒ _____
March 10, 2017	☒ City Attorney



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of February 15, 2017 through February 28, 2017**

*The Claims for the period of February 15, 2017 through February 28, 2017 for a total amount of \$5,213,644.60. A MOTION is in order.*

Staff Contact: Renae Griffiths