
City of Grand Island



Tuesday, September 26, 2017
Council Session Packet

City Council:

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

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Rene Lopez, Iglesia de Dios, 2325 West State Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item C-1

Presentation of the Food & Beverage Occupation Tax Oversight Committee Annual Report

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Marlan Ferguson, City Administrator

Meeting: September 26, 2017

Subject: Annual Report by the Food & Beverage Occupation Tax Oversight Committee

Presenter(s): Ron Depue, Chairman

Background

The voters of the City of Grand Island approved an occupation tax on food and beverages of one and one half percent (1½%) at the May 10, 2016 election. Subsequent to the election, the city has adopted an ordinance that establishes the Food and Beverage Occupation Tax Oversight Committee to be responsible for reviewing the revenues and expenditures of the city's occupation tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants. The Committee shall advise the public and city officials with regard to the city's Food and Beverage Tax, and shall confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances. The Occupation Tax Oversight Committee is required by the Grand Island City Code to make an annual report to the City Council.

Discussion

The Occupation Tax Oversight Committee has been conducting quarterly meetings during the last nine months as required by the City Code. The committee met on September 14, 2017, reviewed and approved the annual report and voted to forward it on to the City Council for its review.

**REPORT OF THE OCCUPATION TAX OVERSIGHT COMMITTEE
TO THE GRAND ISLAND CITY COUNCIL**

DATED: September 14, 2017.

1. **BACKGROUND:** The original Food and Beverage Occupation Tax was approved by ordinance of the Grand Island City Council in September 2008, effective December 1, 2008. The ordinance imposed a 1.5% Occupation Tax on the sale of prepared food and non-alcoholic beverages that were subject to Nebraska Sales Tax. Tax funds were initially used to support the construction of the Community Field House located at Fonner Park as part of the City's required financial contribution related to the relocation of the Nebraska State Fair. Tax revenues were subsequently approved for disbursement for other State Fair related expenses, including relocating softball and soccer fields from Fonner Park to the Veterans Athletic Field Complex and fulfilling the City's matching funds requirement to the State Lottery. The initial ordinance contained a sunset provision providing for the termination of the tax upon the City meeting all of its financing and debt obligations with Wells Fargo related to the construction of the Community Field House.

In anticipation of the sunset of the original tax, in May 2016, Grand Island voters approved the continuation of the City's 1.5% Occupation Tax on the sale of food and beverages (including alcoholic beverages) which are subject to Nebraska Sales Tax. In May 2016, the Council enacted an ordinance which repealed the original tax and enabled enforcement of the voter approved Occupation Tax. The ordinance states that revenue derived from the voter approved Food and Beverage Tax shall be used for the following community enhancements:

- (i) To make the City's quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §§2-108-110;
- (ii) Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
- (iii) Ongoing enhancement and development of recreation and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
- (iv) Invest in community development projects and activities that stimulate progress and growth for Grand Island.

The new ordinance also created the Occupation Tax Oversight Committee (the "Committee") composed of five members. The initial Committee members appointed by Council are: Brad Bauer, Karl Kostbahn, Kirk Ramsey, Lisa Willman and Ron Depue. The Committee's charge is: (i) to advise the public and City officials with regard to the City's Food and Beverage Tax, and (ii) confirm that the tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by City

ordinances. The Committee is required to meet at least semi-annually in March and September of each year and submit a written report to the Council on its findings and suggestions each September. At its initial meeting, the Committee decided to meet on a quarterly basis.

In October 2016, the City and Grow Grand Island, Inc. ("GGI") entered into an Agreement For Community Enhancement Programs which states that the City will provide a minimum of \$500,000.00 of food and beverage tax funds on November 1st of each year subject to the following restrictions:

Limitation on Use. City funds shall be utilized and expended by GGI solely for such project, programs and purposes that serve and carry out a public purpose as expressly authorized, necessarily or fairly implied in or incidental to those expressly authorized and those essential to the declared objects and purposes of a city of the first class as expressed by Nebraska statutes as from time to time amended. Such projects, programs, and purposes shall encompass and be directed toward encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city; to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island; and investment in community development projects and activities that stimulate progress and growth for Grand Island. No more than 10% of the City Funds will be allowed to be used for employee and operation expenses.

GGI is required to account to the City on a quarterly basis and annually submit its financial audit to the City. Prior to its receipt of the annual \$500,000.00 distribution from the City in May 2017, GGI entered into an agreement with the Grand Island Community Foundation (the "Foundation") to provide fiscal management of its funds. As a result of the Foundation's participation, the bonding requirements were revised by amendment to the City-GGI Agreement in March 2017. Additionally, GGI recently retained National Community Development Services to provide strategic planning and implementation assistance. Prior to expending City Tax Funds for a community enhancement project, GGI obtains approval from the City Administrator and City Attorney to assure ongoing compliance and that the proposed distribution is permitted within the Ordinance and Agreement.

2. REVIEW AND ANALYSIS: Pursuant to its directive, the Committee has reviewed the receipt and distribution of tax funds by the City and GGI, met with City and GGI representatives and reports as follows:

A. Initial Food and Beverage Tax Carryover Funds.

Upon termination of the initial Food and Beverage Tax on June 30, 2016, there were surplus funds in the amount of \$1,244,202.19 ("Surplus Funds"). By City

Council resolution adopted in June 2016, the Surplus Funds were earmarked to be used for the following purposes:

- (1) To pay expenses to be incurred for removal and replacement of artificial field turf at the Grand Island Field House;
- (2) To pay expenses to be incurred for design and construction of restrooms at the City's Veterans Sports Complex; and
- (3) The remainder to pay future quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §2-108-110.

The report of the City Finance Department concerning receipt and distribution of the all Food & Beverage Tax Funds from July 1, 2016 through August 31, 2017 is attached hereto as Exhibit "A". Activity related to the Surplus Funds is set forth in the left hand column of Exhibit A and on page 2 of the Exhibit. The balance of Surplus Funds is \$289,488.47.

B. Receipt and Expenditure of Food and Beverage Tax Funds under the New Ordinance.

The report of the City Finance Department concerning the receipt and expenditure of Food & Beverage Tax Funds under the new or current ordinance from July 1, 2016 through August 31, 2017 ("New Funds") is set forth in the middle column of Exhibit "A". The balance of New Funds is \$2,214,001.32. Attached Exhibit "B" is a summary of all Tax Funds received from October 2012 thru August 2017.

C. Grow Grand Island's Receipt and Expenditure of Tax Funds.

The year to date general ledger of GGI for Tax Funds through September 5, 2017 is attached hereto as Exhibit "C". Tax Funds distributed by the City to GGI are currently deposited into the Foundation's FDIC insured money market account at Home Federal Bank of Grand Island. Tax Funds are segregated from other Foundation funds in the Home Federal account by the Foundation's accounting system (Integrated Foundation Management System "FIMS"). Account funds in excess of \$250,000.00 FDIC limits are currently collateralized up to an additional \$400,000.00. The Foundation monitors the account to assure the balance remains under \$650,000.00. Additional collateralization is available, if needed.

3. COMMITTEE FINDINGS:

- A. Based upon the Committee's review of all applicable records and reports and discussions with City legal and financial staff and GGI management, it is the opinion of the Committee that the receipt and expenditure of Food and Beverage Tax Funds

through August 31, 2017 comply with all requirements of applicable City Ordinances and Agreements.

4. COMMITTEE RECOMMENDATIONS:

- A. In addition to providing the required quarterly reports, the Committee recommends that GGI and the Foundation provide to the City and the Committee monthly written confirmation that all Tax Funds are fully insured or collateralized as required by the Agreement.

FOOD AND BEVERAGE TAX
OVERSIGHT COMMITTEE

BY



Ronald S. Depue, Chairman

Exhibit "A"

Food and Beverage
Occupation Tax Committee

Activity since July 1, 2016

ACCOUNT DESCRIPTION/PROJECT NAME	Pre 7-1-16 Restricted	Post 7-1-16 Unrestr.	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,987,337.16	
OTHER REVENUE	\$0.00	\$64,500.00	Northwestern Energy for State Fair
OTHER BOND PROCEEDS	\$0.00	\$50,001.00	Initial drawdown of loan
	\$0.00	\$3,101,838.16	
EXPENSES			
ENG/DESIGN - UNRESTRICTED	\$0.00	\$1,400.00	Water Park Study
VETS FIELD-RESTROOM AND CONC BUILDING	\$265,637.72	\$0.00	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
HPSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$217,199.26	
BIKE/PED PROJECT	\$0.00	\$7,981.93	
ECONOMIC DEVELOPMENT	\$518,931.00	\$0.00	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$2.15	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$8,887.50	Turf and Eng. Services
	\$954,713.72	\$887,836.84	
	\$289,488.47	\$2,214,001.32	

Exhibit "A"

Prior Food and Beverage Restricted Cash Activity

Item	Restricted
7-1-16 Starting Balance	1,244,202.19
State Fair Payments (7-1-16 to current)	(518,931.00)
Fieldhouse Turf Project	(170,145.00)
Vets Restroom and Conc Stand	(265,637.72)
CURRENT RESTRICTED Balance	289,488.47

**City of Grand Island
Food and Beverage Occupation Tax - As Received Basis***

	Actual FY 2012-2013	Actual FY 2013-2014	Change from Previous YR	Actual FY 2014-2015	Change from Previous YR	Actual FY 2015-2016	Change from Previous YR	Actual FY 2016-2017	Change from Previous YR
October	128,591.02	126,792.34	-1.40%	134,701.66	6.24%	129,020.52	-4.22%	190,964.23	48.01%
November	118,392.86	107,279.78	-9.39%	94,645.52	-11.78%	107,234.83	13.30%	179,240.56	67.15%
December	105,476.63	128,353.71	21.69%	146,485.22	14.13%	141,486.71	-3.41%	164,568.71	16.31%
January	130,546.05	127,851.56	-2.06%	120,807.22	-5.51%	133,807.58	10.76%	187,718.82	40.29%
February	98,735.02	106,413.19	7.78%	109,524.05	2.92%	205,365.64	87.51%	154,074.55	-24.98%
March	113,603.34	113,335.63	-0.24%	152,541.44	34.59%	147,802.65	-3.11%	168,087.66	13.72%
April	135,539.91	126,573.61	-6.62%	129,539.97	2.34%	162,503.45	25.45%	197,618.93	21.61%
May	124,459.01	119,608.57	-3.90%	126,771.55	5.99%	214,430.97	69.15%	183,478.07	-14.43%
June	100,090.23	136,786.00	36.66%	157,883.23	15.42%	133,374.71	-15.52%	187,008.76	40.21%
July	134,542.69	131,644.04	-2.15%	149,088.88	13.25%	157,130.94	5.39%	202,172.43	28.66%
August	135,692.78	134,079.05	-1.19%	126,500.69	-5.65%	189,181.36	49.55%	192,971.26	2.00%
September	133,225.29	136,673.99	2.59%	160,317.37	17.30%	227,637.64	41.99%		-100.00%
Total Receipts	1,458,894.83	1,495,391.47		1,608,806.80		1,948,977.00		2,007,903.98	
Year to Date (YTD) Total	1,325,669.54	1,358,717.48	2.49%	1,448,489.43	6.61%	1,721,339.36	18.84%	2,007,903.98	16.65%
YTD Percent Collected	90.87%	90.86%		90.04%		105.48%		100.40% of Budget	
						2016 Budget	1,631,847	2017 Budget	2,000,000

(a) First collection with tax change
to include alcohol

* Receipts lag the actual collection by one month. For example, January receipts are based on December sales.

Exhibit "C"

YTD General Ledger
Grow GI Grant Fund
From Period 1 to 9 for 2017
Start Date 01/01/2017 End Date 09/05/2017

Apply Date	Description	Doc No. Sq#	Jrnl	Ref. No.	Debit	Credit	Balance
11000 HF Money Market							
5/15/2017	City of Grand Island	108763	gi	2724	500,000.00	-	-
5/31/2017	HF MMA Int May	109111	GJ		123.29	-	-
6/15/2017	2nd Qtr Admin Fee	111087	FE	FE06/15/17	-	963.39	-
6/26/2017	National Community Development Service	111897	AP	9263	-	22,500.00	-
6/30/2017	Wire Fee	113559	GJ		-	15.00	-
6/30/2017	Superior Stall Service	113558	AP	20170243	-	135,228.00	-
6/30/2017	HF MMA Int June	113768	GJ		246.40	-	-
7/24/2017	Joel Duke	113936	AP	9270	-	2,744.73	-
7/24/2017	GI Skeet & Sporting Clays Club, Inc	113952	AP	9274	-	130,646.03	-
7/31/2017	HF MM Int July	114160	GJ		158.76	-	-
8/28/2017	Superior Stall Service	116994	AP	20170288	-	164,772.00	-
8/28/2017	Joel Duke	116998	AP	9349	-	1,884.50	-
8/28/2017	Transfer to DDA	117110	GJ		-	15.00	-
8/31/2017	HF MM Int August	117133	GJ		95.25	-	-
					500,623.70	458,768.65	41,855.05
40500 Gifts & Bequests - Avail To Spend							
5/15/2017	City of Grand Island	108764	gi	2724	-	500,000.00	-
					-	500,000.00	500,000.00
45000 Interest Income on Investments							
5/31/2017	HF MM Int May	109112	GJ		-	123.29	-
6/30/2017	HF MM Int June	113769	GJ		-	246.40	-
7/31/2017	HF MM Int July	114161	GJ		-	158.76	-
8/31/2017	HF MM Int August	117134	GJ		-	95.25	-
					-	623.70	623.70
50000 Grants Distributed - Avail to Spend							
6/26/2017	National Community Development Ser	111894	AP	-20170263	22,500.00	-	-
6/30/2017	Superior Stall Service -VD- Portab	113555	AP	-20170264	135,228.00	-	-
7/24/2017	Joel Duke -VD- National Community	113885	AP	-20170295	2,744.73	-	-
7/24/2017	GI Skeet & Sporting Clays Club, In	113887	AP	-20170296	130,646.03	-	-
8/28/2017	Superior Stall Service -VD- Portab	116967	AP	-20170432	164,772.00	-	-
8/28/2017	Joel Duke	116997	AP	-20170431	1,884.50	-	-
					457,775.26	-	(457,775.26)
52000 Foundation Administrative Fees							
6/15/2017	2nd Qtr Admin Fee	111088	FE	FE06/15/17	963.39	-	-
					963.39	-	(963.39)
53000 Investment Management Fees							
6/30/2017	Wire Fee	113560	GJ		15.00	-	-
8/28/2017	Wire Fee	117090	GJ		15.00	-	-
					30.00	-	(30.00)



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item D-1

#2017-BE-6 - Consideration of Determining Benefits for Sanitary Sewer District No. 538T; North Engleman Road

Council action will take place under Resolutions item I-1.

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: September 26, 2017

Subject: Consideration of Determining Benefits for Sanitary Sewer District No. 538T; North Engleman Road

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

Background

The Certificate of Final Completion for Sanitary Sewer District No. 538T; North Engleman Road was approved by City Council on August 22, 2017, via Resolution No. 2017-233; with September 26, 2017 set as the date for Council to sit as the Board of Equalization. Van Kirk Bros. Contracting of Sutton, Nebraska was hired to perform such work in the amount of \$59,610.00. Work was completed at a price of \$41,570.00; with additional costs of \$2,229.49, all detailed below.

Original Bid	\$ 59,610.00
Overruns	\$ (18,040.00)
Sub Total (Construction Price) =	\$ 41,570.00
Additional Costs:	
Public Works Engineering Division – Project Administration	\$ 2,078.51
The Grand Island Independent – Advertising	\$ 150.98
Sub Total of Additional Costs =	\$ 2,229.49
TOTAL COST =	\$ 43,799.49

Total project costs equate to \$43,799.49, all of which is eligible to be used to calculate the connection fees for properties within the district.

All work has been completed and connection fees have been calculated for the improvements.

Discussion

The costs for this project will be charged to the adjacent property, and due when a property “taps” or connects to the sanitary sewer main. This is the standard method used by the City to recoup costs when sanitary sewer is installed as part of a tap district. The

City has had multiple correspondences with the property owners and sent a reminder letter advising them that the BOE is scheduled for September 26, 2017.

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 meet as the Board of Equalization to determine benefits and pass a resolution approving such.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Sanitary Sewer District No. 538T; North Engleman Road.

(Sample Motion for the Resolution)

Move to approve the resolution levying the connection fees for Sanitary Sewer District No. 538T; North Engleman Road.

AFFIDAVIT OF MAILING

NOTICE OF BOARD OF EQUALIZATION HEARING

[Save](#)[Share](#)

Details for NOTICE OF BOARD OF EQUALIZATION HEARING

Sep 5, 2017

NOTICE OF BOARD OF EQUALIZATION HEARING Sanitary Sewer District No. 538T; North Engleman Road NOTICE is hereby given to all persons owning real estate within the Sanitary Sewer District No. 538T; North Engleman Road in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on September 26, 2017 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such sanitary sewer district. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made. By order of the City Council, Grand Island, Nebraska. RaNae Edwards, City Clerk 5-12-19

Categories [Legal](#)

NOTICE OF BOARD OF EQUALIZATION HEARING

Sanitary Sewer District No. 538T; North Engleman Road

NOTICE is hereby given to all persons owning real estate within the Sanitary Sewer District No. 538T; North Engleman Road in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on September 26, 2017 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such sanitary sewer district. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

Publication Dates:
September 5, 2017
September 12, 2017
September 19, 2017

DRAFT

This Space Reserved for Register of Deeds

RESOLUTION NO. 2017-

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2017-BE-x shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 538T, such benefits are the sums set opposite the descriptions as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400495604	Randall J Skarka Trustee Brenda S Janicek-Skarka Trustee	Lot 1, Miracle Valley Second Subdivision	\$ 10,949.87
400149613	Jack Voss Wilma Voss	Misc Tracts 2-11-10 XC School Part W ½ SW ¼, 1.5 Acres	\$ 10,949.87
400165102	Hope E Nelsen	Lot 1, Hope Valley Subdivision	\$ 5,474.94
400165103	Hope E Nelsen	Lot 2, Hope Valley Subdivision	\$ 5,474.94
400165104	Elliot Schneider June S Schneider	Lot 2, Jack Voss Horse Country Club Fourth Subdivision	\$ 10,949.87
			\$ 43,799.49

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Approved as to Form ☐ _____
September 6, 2017 ☐ City Attorney

RESOLUTION NO. _____ (Cont.)

DRAFT

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2017

DRAFT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 538T; North Engleman Road, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$43,799.49, with benefits accruing to the real estate in such district to be the total sum of \$43,799.49; and

Such benefits are based on Sanitary Sewer District No. 538T; North Engleman Road at the adjacent property and are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 538T; North Engleman Road, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400495604	Randall J Skarka Trustee Brenda S Janicek-Skarka Trustee	Lot 1, Miracle Valley Second Subdivision	\$ 10,949.87
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400165102	Hope E Nelsen	Lot 1, Hope Valley Subdivision	\$ 5,474.94
400165103	Hope E Nelsen	Lot 2, Hope Valley Subdivision	\$ 5,474.94
400165104	Elliot Schneider June S Schneider	Lot 2, Jack Voss Horse Country Club Fourth Subdivision	\$ 10,949.87
			\$ 43,799.49

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
September 6, 2017 ☐ City Attorney

R E S O L U T I O N 2017-BE-6

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 538T; North Engleman Road, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$43,799.49, with benefits accruing to the real estate in such district to be the total sum of \$43,799.49; and

Such benefits are based on Sanitary Sewer District No. 538T; North Engleman Road at the adjacent property and are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 538T; North Engleman Road, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
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400165104	Elliot Schneider June S Schneider	Lot 2, Jack Voss Horse Country Club Fourth Subdivision	\$ 10,949.87
			\$ 43,799.49

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

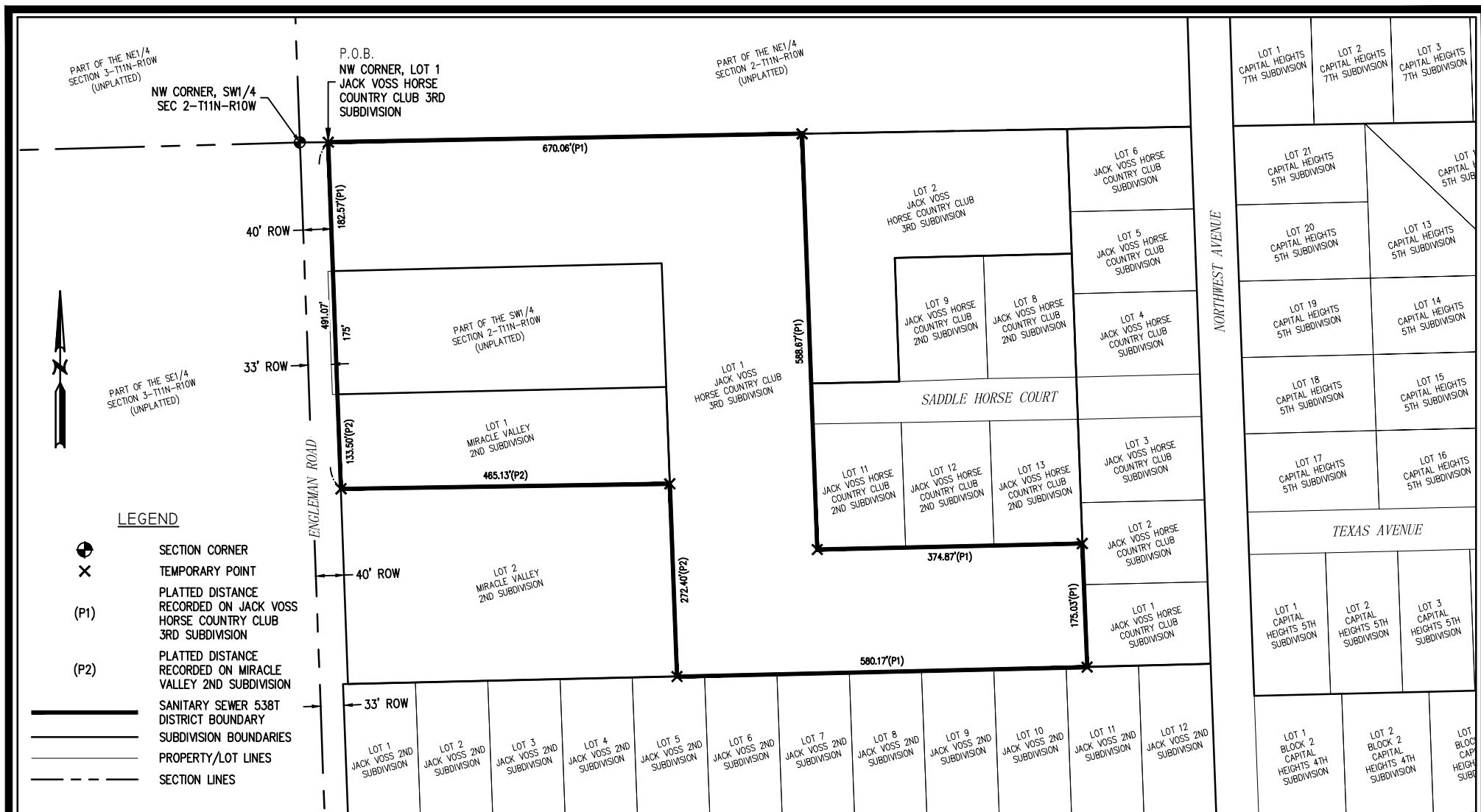
Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ September 22, 2017 <input type="checkbox"/> City Attorney



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

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



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item E-1

Public Hearing on Amending Chapter 36 of the Grand Island City Code to Include an R-3-SL Medium Density Residential Small Lot Zoning District

Council action will take place under Ordinances item F-1.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 26, 2017

Subject: Amendments to be Considered Pertain to Adding §36-64.1 Medium Density Small Lot R3-SL Zone

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

Concerning amendments to the Zoning Ordinance for the City of Grand Island and its two-mile extraterritorial jurisdiction. Amendments to be considered pertain to the addition of §36-64.1 Medium Density Small Lot Residential Zone. This item was brought forward by staff at the request of Grand Island Area Habitat for Humanity and local developer Amos Anson. The proposed zoning district has been discussed at previous planning commission meetings and a variety of public meeting and venues since last spring. The proposal presented tonight will add flexibility to the current Grand Island zoning regulations. Planning commission was giving the two options for this change. Both options are included in the attached memo from the Planning Director to the Planning Commission. The option presented here as recommended would create a district that would not only lowers the minimum lot size and width but allows for town home type development in a regular zoning district similar to what is allowed in both Hastings and Kearney.

Discussion

The proposed R3-SL District as recommended by the Planning Commission:

36-64.1 (R-3SL) Medium Density-Small Lot Residential Zone

Intent: To provide for residential uses at a maximum density of fourteen to fifteen dwelling units per acre with supporting community facilities. This zoning district is sometimes used as a transitional zone between lower density residential zones and higher density residential, office, business, or manufacturing zones. Specifically this zoned is intended to provide market flexibility regarding lot size and housing configuration.

(A) Permitted Principal Uses: The following principal uses are permitted in the (R-3SL) Medium Density Small Lot Residential Zoning District.

- (1) Dwelling units*
- (2) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises*
- (3) Public parks and recreational areas*
- (4) Country clubs as defined herein*

(5) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level and colleges offering courses of general instruction, including convents, monasteries, dormitories and other related living structures when located on the same site as the college.

(6) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature.

(7) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties.

(8) Public and quasi-public buildings for cultural use

(9) Railway right-of-way, but not including railway yards or facilities

(10) Off street parking lots for residents and guests

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (R-3SL) Medium Density Small Lot Residential Zoning District as approved by City Council.

(1) Nonprofit community buildings and social welfare establishments other than those providing living accommodations

(2) Driveways, parking lots, or buildings when directly associated with or accessory to a permitted principal use in an adjacent zone.

(3) Preschools, nursery schools, day care centers, children's homes, and similar facilities

(4) Towers

(5) Off-street parking areas for schools and places of religious worship/instruction on lands adjacent to and within three hundred (300.0) feet of the principal building associated with the aforementioned uses.

(6) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

(1) Customary home occupations

(2) Buildings and uses accessory to the permitted principal use

(D) Space Limitations:

<u>Uses</u>	-	-	-	<u>Minimum Setbacks</u>				-	-
-	-	-	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	-	-
-	<u>Minimum Parcel Area (feet)</u>	<u>Minimum Lot Area per Dwelling Unit</u>	<u>Minimum Lot Width (feet)</u>	<u>Front Yard (feet)</u>	<u>Rear Yard (feet)</u>	<u>Side Yard (feet)</u>	<u>Street Side Yard (feet)</u>	<u>Maximum Ground Coverage</u>	<u>Maximum Building Height (feet)</u>
<u>Permitted Uses</u>	3,000	3,000	35	20*	15	5	10	50%	35
<u>Conditional Uses</u>	3,000	3,000	35	20*	15	5	10	50%	35
<u>Attached Single Family Dwelling Units</u>	3000	3000	24	20*	15	10	10	50%	35

(E) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein

(2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

(3) Front yard setback may be reduced to 10 foot if paved access easements and parking (garage counts as parking) is provide at the back of each lot.

(4) Sideyard setback for attached single family dwellings shall be reduced to 0 feet on all lots with contiguous attached units.

At the regular meeting of the Regional Planning Commission, held September 6, 2017 the above item was considered following a public hearing.

From the Planning Commission Meeting:

O'Neill opened the public hearing.

Nabity said the goal is to create less expensive lots and housing in Grand Island. Habitat for Humanity is in support and owns a property that could then be developed with 24 homes instead of the 18 that would fit there under current regulations, he said. The proposal doesn't deal with street width, but does allow for a lot to be used for off-street parking.

Nabity presented two options. Option A reduces the minimum lot size from 6,000 square feet to 3,000 square feet and reduces the lot width from 50 feet to 35 feet or down to 24 feet for single-family attached. Option B would reduce the minimum lot size from 6,000 square feet to 4,000 square feet, but maintain the current minimum width at 50 feet.

Amos Anson, 4234 Arizona Avenue, spoke in favor of either option and said this would give Habitat and all contractors an option to build smaller houses, which would benefit first-time home-buyers as well as retirees or empty-nesters who want to downsize. Anson said lot prices currently start at about \$35,000, which is expensive for an \$80,000 to \$100,000 home. The hope would be to reduce that to a lot cost between \$21,000 to \$28,000 depending on the size.

O'Neill closed the public hearing.

Attached you will find the Planning Directors report to the Planning Commission on this item with a summary of the changes.

Alternatives

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

1. Approve the Text Amendment request as presented
2. Modify the Text Amendment request to meet the wishes of the Council
3. Postpone the issue

Recommendation

A motion was made by Ruge and seconded by Rainforth to recommend approval of the zoning change as presented in Option A.

The motion carried with twelve members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Sears, Randone and Kjar) and no members voting no or abstaining.

Sample Motion

Move to approve the ordinance to approve the Amendment change to §36-64.1 Medium Density Small Lot Zoning District.

Agenda Item # 4

PLANNING DIRECTOR MEMO TO REGIONAL PLANNING August 28, 2017

SUBJECT: Proposed changes regarding new R-3SL zoning district in Grand Island.

After the action items at the May 2017 Regional Planning Commission meeting, Grand Island builder Amos Anson presented a concept for a smaller lot residential zoning district. At that time it was referred to as the R-5 Zoning District. The basic concept was to allow smaller lots, both in area and width, in the hopes of increasing the availability of affordable housing. This was discussed again at the August planning commission meeting and the proposed changes included here are a direct result of the planning commission discussions at that meeting.

The minimum lot size in any of the residential districts is 50 foot of width at the mid-point between the front and rear property lines and 6,000 square feet. This is the case in the R-2, R-3, R-4 and RO zoning districts. The density of housing permitted in those districts ranges from one dwelling unit per 6,000 square foot of lot area in the R-2 district to as many units as you can provide parking space for in the RO zoning district. The RO zoning district does not have a maximum density, so the ability to provide the required parking is the only limitation on the number of units allowed.

Attached is a modified R-3 Medium Density Zoning District, the R-3SL Medium Density Small Lot zoning district that staff is proposing for discussion to address the issues Mr. Anson brought up in his presentation at the May meeting. The planning commission recommended that the minimum lot width for the R-3SL zoning district be reduced from the proposed 40 feet to 35 feet and that a minimum lot width of 24 feet be considered for single-family attached.

The R-3SL as proposed would preserve the density of the R-3 zoning district at one dwelling unit per 3,000 square foot of lot space, but would reduce the minimum width to 35 feet for single-family detached or multifamily dwellings and to a width to 24 feet for townhomes (single-family attached dwellings). The minimum lot size area would be 3,000 square feet for any lot. Off-street parking for residents and guests would also be a permitted use, allowing the developer to devote a lot for off-street parking within the subdivision. The setbacks for the R-3SL district would remain the same as the R-3 zoning district with two exceptions. The setback for side property lines for single-family attached would be reduced to zero between attached units and increased from 5 feet to 10 feet between groups of attached units and the front-yard setback for all types of units can be reduced to 10 feet if the developer provides access easements and parking at the back of each lot instead of driveways off the street in front of each lot. This would have to be decided at the time of platting and be included in the subdivision agreement.

This district may or may not be in demand in Grand Island, but these changes would offer more choices in the market. Hastings and Kearney both have provisions for townhome development within their regular residential zoning districts. Hastings allows 20-foot wide lots of 2,000 square feet and Kearney allows 25-foot wide lots of 3,000 square feet. Hastings also allows small lots with a minimum of width of 45 feet and area of 4,500 square feet.

The Grand Island Area Habitat for Humanity has purchased property that is currently zoned R-3 along Capital Avenue and these proposed changes would increase the number of lots available to them by about one-third.

A second proposal that involves less dramatic changes in the zoning regulations is also offered for consideration. As shown, the proposed changes would reduce the minimum lot size (area) in the R-3SL zoning district from 6,000 square feet to 4000 square feet. This would allow a developer to produce lots that are 50 feet wide by 80 feet deep instead of 50 feet wide by 120 feet deep. Reducing the depth of the lot may allow for certain properties to be developed more efficiently but will not significantly reduce the overall cost to develop lots as most of the cost is associated with the improvements placed along the front of the lot (streets, sewer, water, storm sewer etc.).

This change would give Habitat for Humanity more options for the property that they have purchased, but would not offer any significantly different development options in Grand Island.

A public hearing will be held on these proposed changes. If the planning commission makes a recommendation, these proposed changes will be presented to the Grand Island City Council for consideration at their meeting on September 26th.

_____ Chad Nabity AICP, Planning Director

~~Proposal B Smaller Lot Size~~ Proposal A with smaller lots, lot widths and provisions for single family attached

§36-64.1 (R-33SL) Medium Density-Small Lot Residential Zone

Intent: To provide for residential uses at a maximum density of fourteen to fifteen dwelling units per acre with supporting community facilities. This zoning district is sometimes used as a transitional zone between lower density residential zones and higher density residential, office, business, or manufacturing zones. Specifically this zoned is intended to provide market flexibility regarding lot size and housing configuration.

(A) Permitted Principal Uses: The following principal uses are permitted in the (R-33SL) Medium Density Small Lot Residential Zoning District.

- (1) Dwelling units
- (2) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (3) Public parks and recreational areas
- (4) Country clubs as defined herein
- (5) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level and colleges offering courses of general instruction, including convents, monasteries, dormitories and other related living structures when located on the same site as the college.
- (6) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature.
- (7) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties.
- (8) Public and quasi-public buildings for cultural use
- (9) Railway right-of-way, but not including railway yards or facilities

(10) Off street parking lots for residents and guests

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (R-33SL) Medium Density Small Lot Residential Zoning District as approved by City Council.

- (1) Nonprofit community buildings and social welfare establishments other than those providing living accommodations
- (2) Driveways, parking lots, or buildings when directly associated with or accessory to a permitted principal use in an adjacent zone.
- (3) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (4) Towers
- (5) Off-street parking areas for schools and places of religious worship/instruction on lands adjacent to and within three hundred (300.0) feet of the principal building associated with the aforementioned uses.
- (6) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Customary home occupations
- (2) Buildings and uses accessory to the permitted principal use

(D) Space Limitations:

Uses			A	Minimum Setbacks					
				B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Area Lot Area per Dwelling Unit	Minimum Lot Width Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	63,000	3,000	5035	20*	15	5	10	50%	35
Conditional Uses	63,000	3,000	5035	20*	15	5	10	50%	35
<u>Attached Single Family Dwelling Units</u>	3000	3000	24	20*	15	10	10	50%	35

(E) Miscellaneous Provisions:

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~~Proposal B Smaller Lot Size~~ Proposal A with smaller lots, lot widths and provisions for single family attached

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

(3) Front yard setback may be reduced to 10 foot if paved access easements and parking (garage counts as parking) is provide at the back of each lot.

(4) Sideyard setback for attached single family dwellings shall be reduced to 0 feet on all lots with contiguous attached units.

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§36-64. (R-3SL) Medium Density Small Lot Residential Zone

Intent: To provide for residential uses at a maximum density of fourteen to fifteen dwelling units per acre with supporting community facilities. This zoning district is sometimes used as a transitional zone between lower density residential zones and higher density residential, office, business, or manufacturing zones.

(A) Permitted Principal Uses: The following principal uses are permitted in the (R-3SL) Medium Density Small Lot Residential Zoning District.

- (1) Dwelling units
- (2) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (3) Public parks and recreational areas
- (4) Country clubs as defined herein
- (5) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level and colleges offering courses of general instruction, including convents, monasteries, dormitories and other related living structures when located on the same site as the college.
- (6) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature.
- (7) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties.
- (8) Public and quasi-public buildings for cultural use
- (9) Railway right-of-way, but not including railway yards or facilities

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (R-3SL) Medium Density Small Lot Residential Zoning District as approved by City Council.

- (1) Nonprofit community buildings and social welfare establishments other than those providing living accommodations
- (2) Driveways, parking lots, or buildings when directly associated with or accessory to a permitted principal use in an adjacent zone.
- (3) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (4) Towers
- (5) Off-street parking areas for schools and places of religious worship/instruction on lands adjacent to and within three hundred (300.0) feet of the principal building associated with the aforementioned uses.
- (6) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Customary home occupations
- (2) Buildings and uses accessory to the permitted principal use

(D) Space Limitations:

Uses				Minimum Setbacks					
			A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Area per Dwelling Unit	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	64,000	3,000	50	20	15	5	10	50%	35
Conditional Uses	64,000	3,000	50	20	15	5	10	50%	35

(E) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.



September 21, 2017

City of Grand Island City Council
100 East 1st Street
Grand Island, Nebraska 68802

Dear City Council,

The Grand Island Area Habitat for Humanity has served the community of Grand Island and surrounding area for over 25 years, by providing affordable housing for low-income families. We are in the process of purchasing and developing a large lot that could secure sites for the next few years. To make the project financially feasible for us and our home buyers, we need to build more houses than the current zoning allows.

We would like to show our support for the amendment to chapter 36 of the Grand Island city code to include R-3-SL Medium Density Residential Small Lot zoning district. This change in city code would allow Habitat for Humanity to build on smaller lots, which in turn would make the homes we build more affordable for our homebuyers.

Thank you for your consideration.

Grand Island Area Habitat for Humanity
Executive Board

A blue ink signature of Brian Schultz, written in a cursive style.

Brian Schultz, Board President

A blue ink signature of Matt Bennett, written in a cursive style.

Matt Bennett, Vice-President

A blue ink signature of Daniel Roth, written in a cursive style.

Daniel Roth, Treasurer

A blue ink signature of John Nootz, written in a cursive style.

John Nootz, Assistant-Treasurer

A blue ink signature of Jennifer Bernth, written in a cursive style.

Jennifer Bernth, Secretary

strength/stability/self-reliance/shelter

502 W. 2nd St., Grand Island, NE 68801 308.385.5510 gihabitat.org



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item E-2

Public Hearing on Request to Rezone Part of Lot 1 and all of Lot 2 of Proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and West of Shady Bend Road from LLR Large Lot Residential to B-2 General Business (Niedfelt Property Management, LLC)

Council action will take place under Ordinances item F-2.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 26, 2017

Subject: Rezone from LLR to B2 Zone

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This is an application requesting a change of zoning for land proposed for platting as Lots 1 and 2 of Meadow Lane Seventh Subdivision, in Hall County but within the zoning jurisdiction of Grand Island from LLR Large Lot Residential to B-2 General Business. This land is located on the north of U.S. Highway 34 and west of Shady Bend Road.

Discussion

At the regular meeting of the Regional Planning Commission, held September 6, 2017 this item was considered following a public hearing.

A request to rezone part of Lot 1 and all of Lot 2 of proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and west of Shady Bend Road from LLR Large Lot Residential to B-2 General Business Zone, in the jurisdiction of the City of Grand Island, Hall County, Nebraska. (C-33-2017GI)

O'Neill opened the public hearing.

Nabity said this rezoning is different than the one the commission saw in June that rezoned all the property to B2. This new proposal retains four housing lots along the north bordering Goldenrod Drive and Conrad Drive. There would be two lots on the south for B2 General Business. Nabity said Lot 1 would have an access onto Highway 34 from the southwest corner and there would be an access easement to Lot 2. Lot 2 would also retain a legal access onto Conrad, but the county is forbidding truck traffic from that access. Nabity said there is already B2 zoned property to the east.

Linda Uhrich, 3126 Goldrod Drive, spoke against the rezoning. She had concerns about water drainage in the subdivision.

Judy Herzog, 3415 Conrad Drive, spoke against the rezoning. She said ongoing flooding is a problem. Septic tanks in the subdivision are affected. She said she wants her house saved. She submitted flooding pictures to the commission to review.

Rainforth asked if the area is in the floodplain. Nabity said the Wood River Flood Diversion project removed it from the floodplain, but the area has high groundwater. Nabity said septic tanks there are required to be mound systems.

Ray Dooley, 3060 Roselawn, spoke against the rezoning. He questioned why Lot 2 has a Conrad access. Nabity said every lot created must front onto a road. Dooley said rural fire protects the area and they aren't that quick. He opposes additional housing. He said there's no place for rainfall to go.

Commissioners asked questions about the condition of existing ditches and culverts. Residents in the subdivision said ditches are blocked and not all driveways have culverts. Robb and Rainforth suggested that the NRD be contacted to clean out culverts. O'Neill said he lives to the northeast and drainage in the area has been a problem for years.

Elaine Dooley, 3060 Roselawn, spoke against the rezoning. She said the subdivision has had drainage problems for 40 years. It leads to standing water and mosquitoes. She said two property owners have impaired water flow by not installing culverts in their driveways. She said the groundwater is high. She said water is intended to drain to the northeast, but it does not. She doesn't want to see businesses come into the area, which she said would be spot zoning, as there are only three businesses there now. She said traffic is a problem on Highway 34 and more business will make it worse. She reminded the commission that she submitted a petition at the previous meeting with 73 opponents to any rezoning that allows business in what is now a residential area.

Mary Jo Cook, 3311 Roselawn Drive, spoke against the rezoning. She is concerned about the additional houses with a lack of drainage already. Homeowners have already had to sandbag their homes. She said more water has come into the subdivision since the Wal-Mart was built in the area. Mosquitoes are a problem and the Health Department comes out regularly to do treatment.

Christi DePoorter, 3321 Conrad Drive, said she and her family own the area to be rezoned. She also built a house in the subdivision. She said at the last meeting, there were two potential buyers for commercial use, but both have backed out after the negative reaction from the neighbors. Her family has tried to respond to the concerns by making residential lots on the north to keep the character of the neighborhood, yet still have commercial use along the highway. She said her family does drainage for a living and understands how it works. She said she did not put a culvert in her driveway at the suggestion of the Hall County Public

Works Department, which is close to having a paving district prepared for the subdivision that now has dirt roads. She said her driveway will likely be redone as part of the paving district. She said new houses there would likely be built up and be a buffer to the slough. In response to questions, DePoorter said the proposed commercial lots are currently planted to alfalfa and if not rezoned for commercial use, could be used for the construction of 20 homes on the existing Large Lot residential zoning. She said the two commercial lots just make sense along Highway 34 as a highway corridor.

Suzie Schank, 3040 Roselawn Drive, spoke against the rezoning. She is concerned that some customers will try to exit the commercial lots via Conrad. She raised concerns about noise pollution, air pollution, traffic, water drainage and a lowering of property values.

Jane Richardson, 47 Kuester Lake, said she represents the Fifth District in Hall County. She said this area has had water drainage problems since her father represented the area. She said there needs to be a balance between commercial and residential property rights. Many people have lived in the subdivision for 40 years, she said.

Marlin Sekutera, 3521 Primrose Drive, spoke against the rezoning. He said he has lived in the subdivision for 14 years and drainage is a problem. He said whether the property is residential or commercial didn't much matter to him, but the land is at a confluence of water and that needs to be addressed.

Steve Spaulding, 3204 S. Shady Bend Road, said he is a new buyer of 12 acres to the north of Conrad and east of Shady Bend Road. He said he was there to better learn and understand the issues. He said drainage is difficult and groundwater is the problem as its only 6 feet below the surface.

Rick Plambeck, 3217 Roselawn, said his property fronts the commercial lot. He is concerned about noise and pollution from a commercial use. He said property owners are on private wells in that area.

O'Neill closed the public hearing. The commission continued its discussion.

A motion was made by Ruge and seconded by Robb to approve the rezoning and find that the rezoning is consistent with Grand Island's Comprehensive Plan.

The approval motion deadlocked in a tie with six members in favor (Apfel, Ruge, Robb, Rainforth, Rubio and Sears) and six members voting no (Allan, O'Neill, Maurer, Monter, Randone and Kjar) and no one abstaining.

A motion was made by Monter and seconded by Maurer to deny the rezoning.

The denial motion failed with two members voting in favor (Monter and Maurer) and nine members voting no (Apfel, O'Neill, Ruge, Robb, Rainforth, Rubio, Sears, Randone, and Kjar) and one member (Allan) abstaining.

No consensus was reached so a recommendation of no recommendation is forwarded to the Grand Island City Council.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

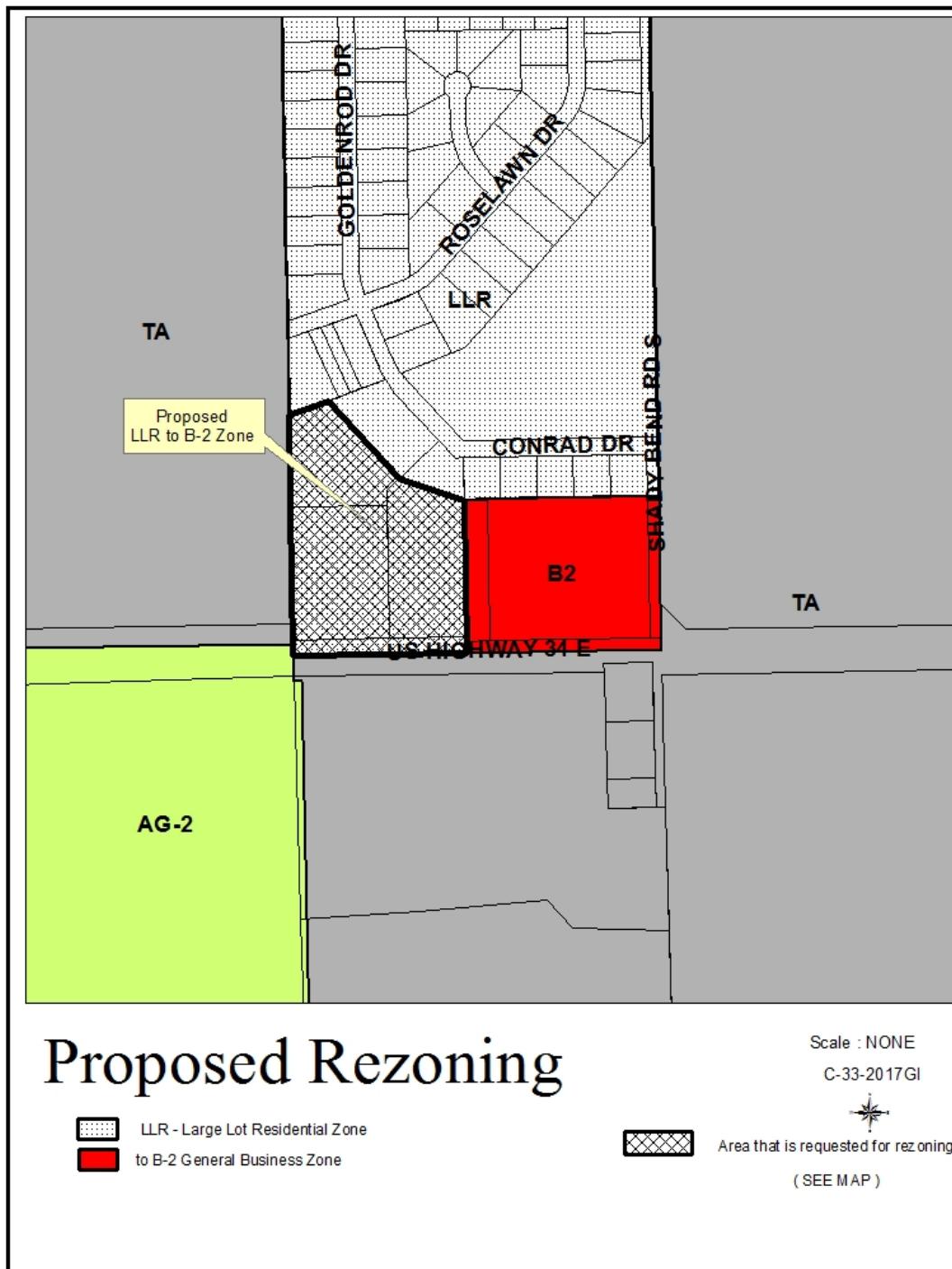
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Refer the item back to Planning Commission for further study and a recommendation
4. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes.

Sample Motion

Move to approve the ordinance and as presented.



Agenda Item # 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

September 6, 2017

SUBJECT: *Zoning Change (C-33-2017GI)*

PROPOSAL: This application includes approximately 9.8 acres of land north of U.S. Highway 34 and west of Shady Bend Road. This is the vacant property located immediately east of the property zoned B-2 General Business on the corner of U.S. Highway 34 and Shady Bend Road. The property is located within the two-mile extra-territorial zoning jurisdiction of the City of Grand Island.

The applicant is requesting to change the zoning on most of Lot 1 and all of lot 2 of the proposed Meadow Lane Seventh Subdivision from LLR Large Lot Residential Zone to B-2 General Business.

OVERVIEW:

Site Analysis

Current zoning designation:
Intent of zoning district

LLR: Large Lot Residential.

LLR: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

Permitted and conditional uses:

LLR: Agricultural uses, recreational uses, transitional uses such as: greenhouses and veterinary clinics and residential uses at a density of 1 unit per 20,000 square feet.

Comprehensive Plan Designation:

Designated for future medium density residential to office development the area immediately to the east is planned and zoned for highway commercial uses and Council previously amended the future land use map and rezoned the Mile Bridge school ¼ mile to the east for commercial uses.

Existing land uses.

Undeveloped property

Adjacent Properties Analysis

Current zoning designations:

East: B-2 General Business Zone

South: TA-Transitional Agriculture Zone,

North and West: TA-Transitional Agriculture.

Intent of zoning district:

B-2: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will

have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

TA: The intent of this zoning district is to provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings as well as other open space and recreational activities. The intent of the zoning district also would allow the limited raising livestock within certain density requirements.

Permitted and conditional uses:

TA: Agricultural uses, recreational uses and residential uses at a density at a density of 1 unit per 20 acres. Limited animal agriculture.

Comprehensive Plan Designation:

North: Designated for future low to medium density residential development.

East: Highway Commercial.

West: Medium Density Residential.

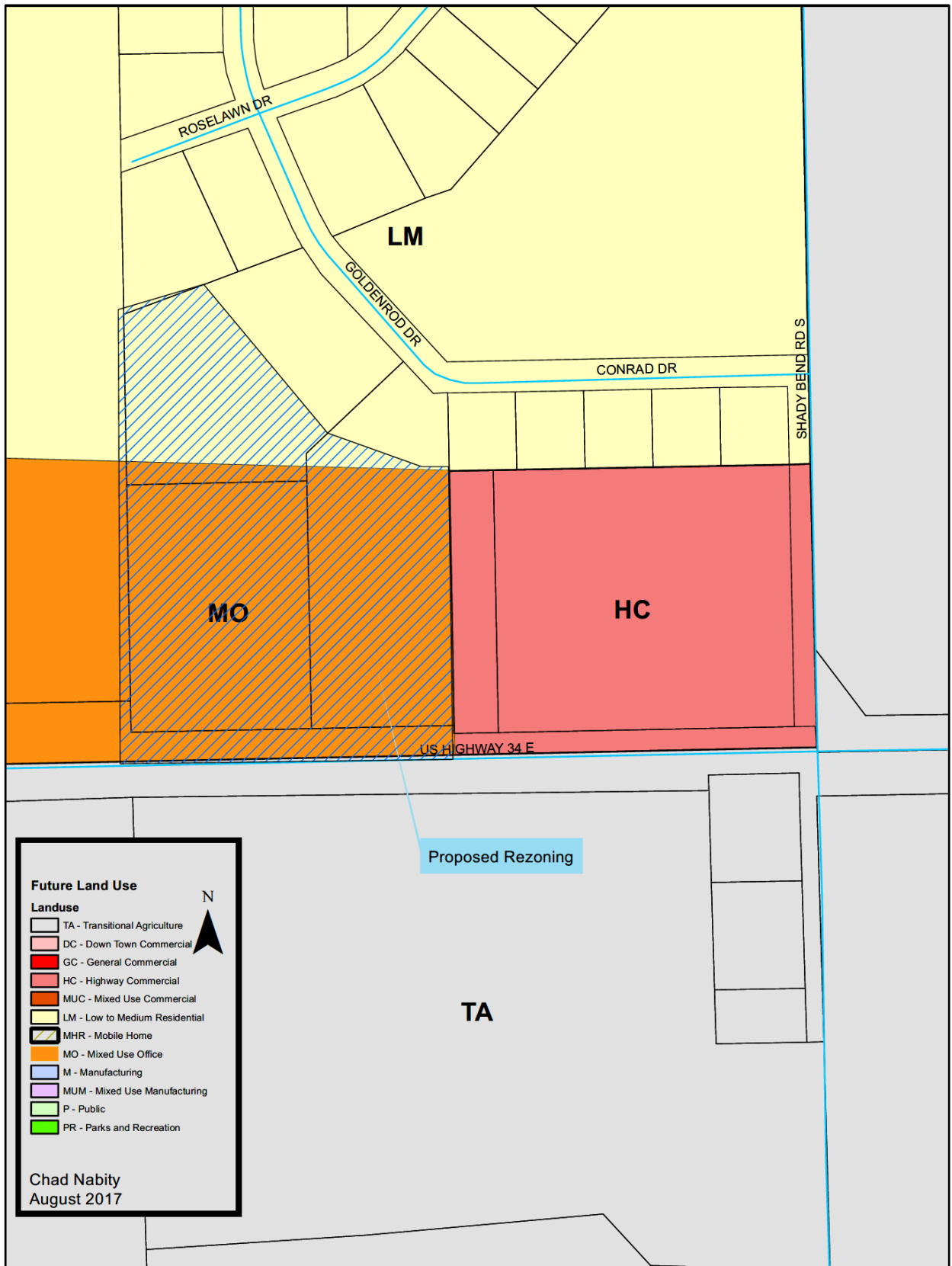
South: Transitional Agriculture.

Existing land uses:

East: Commercial.

North: Vacant and Residential.

South and West: U.S. Highway 34 and Agricultural land.



Future Land Use Map from Grand Island Comprehensive Plan

Future Land Use Map Descriptions and Policies

MO - Medium Residential to Office

This land use area is intended to provide for a mixture of single-family housing units with multi-family housing alternatives such as townhouse, condo or apartment buildings. Residential densities of more than 15 dwelling units per acre. In addition to residential uses in the MO, limited commercial in the form of offices is also allowed. This area has a higher density of dwellings per acre as compared to the LM land use district.

The MO district will tend to bring more vehicles, potentially wider streets and faster traffic, and more opportunity for a diversity of uses. Therefore, a development must be effectively sited, landscaped, and buffered, as well as having adequate provisions for open space. Architectural features will also be a key element in blending the mix of residential densities and limited office uses. The Medium Density Residential/Office Area is appropriate for smaller scale mixed residential/office use development where a variety of densities can be accomplished.

HC - HIGHWAY COMMERCIAL

This land use area is intended to accommodate uses that serve a more regional clientele that come from miles away. These uses are typically accessible only by car, and include hotels and motels, large retailers, malls, office and business parks, etc.

The Highway Commercial classification designates areas for retail, service and office establishments intended to serve several neighborhoods. Community business areas should be located as business clusters rather than arterial strip commercial development.

Internal street networks with access roads serving multiple developments and landscaping are required within this land use designation.

LM - LOW TO MEDIUM RESIDENTIAL

The Low to Medium Residential land use would encompass residential uses with a density up to 15 dwelling units per acre. City services such as water and sewer should be provided in areas where densities with one dwelling unit per acre.

This land use area is intended to allow for the continuation of some typical density subdivision developments, similar to those that exist along the edges of the community.

EVALUATION:

Positive Implications:

- *Would not negatively impact traffic on Highway 34:* Access to both businesses would be a shared access at the west end of the property.
- *Largely consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for long-term medium density residential to office development, but is immediately adjacent to an area planned for and zoned for commercial development. The Grand Island City Council amended the future land use map to designate Mile Bridge School for commercial development in December 2004, so it is likely that this stretch of U.S. 34 will develop to support commercial uses. Especially those uses aimed at people traveling to and from Grand Island. Maintaining the residential buffer along Goldenrod and Conrad at the north end of the property will minimize impacts to the residential neighborhood to the north.

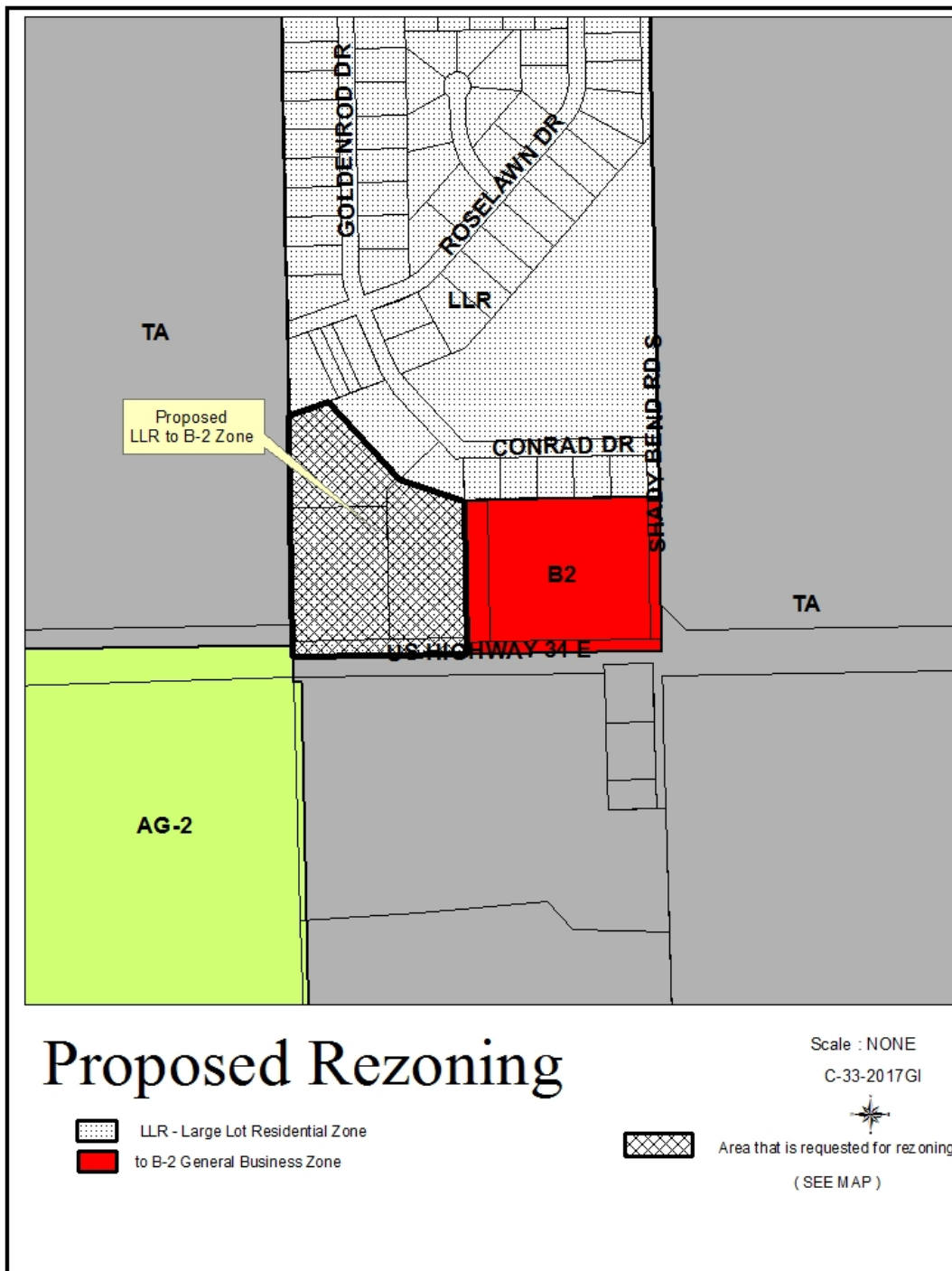
Negative Implications:

- *Uses other than those proposed are allowed in the B-2 zoning district:* Potential uses for the site would include a convenience store, night club/bar, restaurant, and strip commercial. A copy of the uses allowed in the B-2 Zoning District is attached.
- *Lack of municipal infrastructure:* Sewer and water are not available to this property. Changing the zoning on this property at this point would likely encourage additional development in this area prior to the development of municipal infrastructure. The proposed uses would not require municipal infrastructure so would fit here.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from LLR Large Lot Residential to B-2 General Business on this site.

_____ Chad Nabity AICP, Planning Director



§36-68. (B-2) General Business Zone

Intent: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefor will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-2) General Business Zoning District.

- (1) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (2) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (3) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (4) Dwelling units
- (5) Board and lodging houses, fraternity and sorority houses
- (6) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (7) Public parks and recreational areas
- (8) Country clubs
- (9) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (10) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (11) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (12) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (13) Public and quasi-public buildings for cultural use
- (14) Railway right-of-way but not including railway yards or facilities
- (15) Nonprofit community buildings and social welfare establishments
- (16) Hospitals, nursing homes, convalescent or rest homes
- (17) Radio and television stations (no antennae), private clubs and meeting halls
- (18) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar use
- (19) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (20) Group Care Home with less than eight (8) individuals
- (21) Elderly Home, Assisted Living
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise
- (23) Outdoor sales and rental lots for new and used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (24) Specific uses such as: archery range, billboards, drive-in theater, golf driving range, storage yard (no junk, salvage or wrecking)
- (25) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is used
- (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-2) General Business Zoning District as approved by City Council.

- (1) Recycling business
- (2) Towers
- (3) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Building and uses accessory to the permitted principal use.

(D) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	3,000	30	10	0 ¹	0 ²	10	100%	55
Conditional Uses	3,000	30	10	0 ¹	0 ²	10	100%	55

¹ No rear yard setback is required unless bounded by an alley, then a setback of 10 feet is required.

² No side yard setback is required, but if provided, not less than five feet, or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein

(2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

Abstracting services
 Accounting & bookkeeping services
 Advertising services, direct mail
 Advertising services, general
 Agricultural, business and personal credit services including credit union
 Agricultural chemical & fertilizers - wholesale
 Agricultural fertilizers, hazardous & non hazardous - retail
 Agricultural operations
 Air conditioning, heating & plumbing contracting services
 Alteration, pressing & garment repair services
 Ambulance services
 Animal hospital services
 Antiques - retail
 Apparel & accessories - retail
 Appliances (household) - retail
 Appliance repair services
 Architectural, engineering & planning - professional services
 Arenas & fieldhouses
 Armateur rewinding services
 Armed forces reserve center
 Art galleries, publicly owned
 Artists - painters, sculptors, composers, & authors
 Athletic field or playfield
 Auditing, accounting & bookkeeping services
 Auditoriums, public
 Automobile & other motor vehicle repair services
 Automobile & other motor vehicles - retail
 Automobile & truck rental services
 Automobile equipment - wholesale
 Automobile parts & supplies - retail
 Automobile wash services
 Bait shops
 Bakeries non-manufacturing - retail
 Banking services
 Barber services
 Batch Plants - temporary
 Beauty services
 Bed and breakfast residence
 Beer, wine & alcoholic beverages - wholesale
 Bicycles - retail
 Blueprinting & photocopying services
 Boarding & rooming houses
 Boat sales, service and rentals
 Bookkeeping, auditing & accounting services
 Books, magazines & newspapers distributing - wholesale
 Books - publishing & printing
 Books - retail
 Bottled gas - retail
 Bowling alleys
 Building materials - retail
 Building materials & lumber - wholesale
 Business & management consulting services
 Business offices not elsewhere listed

Butter - manufacturing
 Cable TV maintenance yard
 Cameras & photographic supplies - retail
 Camp grounds, general
 Camp grounds, group
 Candy, nut, & confectionery - retail
 Carpentry & wood flooring services
 Carpet & rug cleaning & repair service
 Charitable & welfare services
 Chiropractors, optometrists, & other similar health services
 Churches, synagogues & temples
 Civic, social & fraternal associations
 Clock, watch & jewelry repair services
 Commercial & industrial machinery, equipment & supplies - wholesale
 Commodity & securities brokers, dealers & exchanges & services
 Confectionery, nut & candy - retail
 Construction & lumber materials - wholesale
 Construction services - temporary
 Convalescent, nursing & rest home services
 Convents
 Convenience store
 Country club
 Credit reporting, adjustment & collection services
 Credit unions & agricultural, business & personal credit services
 Crematory, funeral & mortuary services
 Curtains, draperies & upholstery - retail
 Dairy products - retail
 Dairy products - wholesale
 Day care centers
 Dental laboratory services
 Dental services
 Department stores - retail
 Detective & protective services
 Direct mail advertising services
 Direct selling organizations - retail
 Discount & variety stores - retail
 Disinfecting & exterminating services
 Dormitories, college
 Draperies, curtains & upholstery - retail
 Drug & proprietary - retail
 Dry cleaning & laundering, self service
 Dry cleaning, laundering & dyeing services, except rugs
 Dry goods & general merchandise - retail
 Dry goods & notions - wholesale
 Duplicating, mailing, & stenographic services
 Dwelling, multi-family
 Dwelling, single-family
 Dwelling, two-family
 Dyeing, dry cleaning & laundry services, except rugs
 Egg & poultry - retail

Electrical apparatus & equipment, wiring supplies, & construction materials - wholesale
 Electrical contractor services
 Electrical appliances, phonographs, televisions, tape players & radio sets - wholesale
 Electrical repair services, except radio & television
 Electrical supplies - retail
 Electricity regulating substations
 Employment services
 Engineering, planning architectural professional services
 Equipment & supplies for service establishments - wholesale
 Equipment rental & leasing services
 Exhibition halls
 Exterminating
 Fairgrounds
 Farm machinery & equipment - retail
 Farm products warehousing & storage excluding stockyards - nonhazardous
 Farm supplies - retail
 Farms, commercial forestry
 Farms, grain crops
 Farms, hay & alfalfa
 Farms, fiber crops
 Farms, fruits, nuts or vegetables
 Farms, nursery stock
 Feeds, grains & hay - retail
 Fertilizers, agricultural nonhazardous - retail
 Fieldhouses & arenas
 Fire protection & related activities
 Fish & seafood's - retail
 Fish & seafood's - wholesale
 Floor covering - retail
 Florists - retail
 Food lockers & storage services
 Fraternal, civic & social associations
 Fraternity & sorority houses
 Fruits & vegetables (fresh) - wholesale
 Fruits & vegetables - retail
 Fuel, except fuel oil & bottled gas - retail
 Fuel oil - retail
 Funeral, mortuary & crematory services
 Fur repair & storage services
 Furniture & home furnishings - wholesale
 Furniture - retail
 Furniture repair & reupholstery services
 Furs & fur apparel - retail
 Garden supplies & landscape nursery - retail
 Garment repair, alteration & pressing services
 Gasoline service stations - retail
 General stores - retail
 Gifts, novelties & souvenirs - retail
 Glass, paint & wallpaper - retail
 Grains, feeds & hay - retail
 Green houses
 Groceries - retail

Group care home
 Gymnasiums & athletic clubs
 Hardware - retail
 Hardware - wholesale
 Hay, grains & feeds - retail
 Health resorts
 Health & exercise spas
 Hearing aids, optical goods, orthopedic appliances & other similar devices - retail
 Heating, air conditioning & plumbing contracting services
 Heating & plumbing equipment & supplies - retail
 Hobby supplies - retail
 Holding & investment services
 Hospital services
 Hotels, tourist courts, & motels
 Household appliances - retail
 Ice - retail
 Ice skating rinks, indoor
 Insurance agents & brokers services
 Insurance carriers
 Internet service
 Investment & holding services
 Janitorial services
 Jewelry - retail
 Jewelry, watch & clock repair services
 Labor unions & similar labor organizations
 Landscape contracting services
 Landscape nursery & garden supplies - retail
 Lapidary work
 Laundering & dry cleaning, self-service
 Laundering, dry cleaning & dyeing services, except rugs
 Lawn care - services
 Legal services
 Libraries
 Liquor - retail
 Locksmith services
 Lumber & building materials - wholesale
 Lumber yards - retail
 Magazines & newspapers - retail
 Mailing, duplicating, & stenographic services
 Management & business consulting services
 Masonry, stonework, tile setting & plastering services
 Massage services
 Meat & meat packing products - wholesale
 Meats - retail
 Medical clinics, out-patient services
 Medical laboratory services
 Miniature golf
 Manufactured homes on permanent foundation
 Mobile homes & accessories - retail
 Monasteries
 Monuments - retail
 Motels, hotels, & tourist courts
 Motorcycle & bicycle sales, rental & service

Mortuary, funeral & crematory services
 Museums
 Musical instruments & supplies - retail
 Newspaper & magazines - retail
 Newspapers, books & magazines distribution - wholesale
 Newspapers publishing & printing
 News syndicate services
 Notions, dry goods - wholesale
 Novelties, gifts & souvenirs - retail
 Nursery stock farms
 Nursing, convalescent & rest home services
 Optical goods, hearing aids, orthopedic appliances & other similar devices - retail
 Optometrists, chiropractors & other similar health services
 Orphanages
 Paint, glass, & wallpaper - retail
 Painting & paper hanging services
 Paper & paper products - wholesale
 Paper hanging & painting services
 Parks, public
 Periodicals, publishing & printing
 Petroleum pipeline R/W
 Pets & pet grooming - retail
 Photocopying & blue printing services
 Photoengraving
 Photofinishing services
 Photographic studios & services
 Photographic supplies & cameras - retail
 Physicians' services
 Planetarium
 Planning, architectural & engineering professional services
 Plastering, masonry, stone work & tile setting services
 Playfields & athletic fields
 Playgrounds
 Play lot or tot lot
 Plumbing & heating equipment & supplies - retail
 Plumbing, heating, & air conditioning contracting services
 Poultry & small game dressing & packing
 Pressing, alteration & garment repair services
 Printing, commercial
 Printing & publishing of newspapers
 Printing & publishing of periodicals
 Private clubs
 Professional equipment & supplies - wholesale
 Professional membership organizations
 Professional offices not elsewhere listed
 Quarrying, gravel, sand & dirt
 Quarrying, stone
 Race tracks & courses - animals
 Radio broadcasting studios
 Radios, televisions, phonographs, recorders, & tape players repair services

Radios, televisions, phonographs, recorders & tape players - retail
 Radio transmitting stations & towers
 Railroad right-of-way
 Real estate agents, brokers & management services
 Recreational vehicles & equipment - retail
 Recreation centers
 Rectories
 Refrigerated warehousing (except food lockers)
 Resorts (general)
 Rest, nursing, & convalescent home services
 Restaurants
 Restaurants, drive-in
 Retirement homes
 Reupholstery & furniture repair services
 Roller skating rinks - indoor
 Roofing & sheet metal contracting services
 Rooming & boarding houses
 Rug & carpet cleaning & repair services
 Sausages & other prepared meat products - manufacturing
 Savings & loan associations
 Schools, art
 Schools, barber
 Schools, beauty
 Schools, business
 Schools, colleges
 Schools, computer
 Schools, correspondence
 Schools, dancing
 Schools, day care
 Schools, driving
 Schools, junior college
 Schools, music
 Schools, nursery
 Schools, pre-primary
 Schools, primary
 Schools, professional
 Schools, secondary
 Schools, stenographic
 Schools, technical
 Schools, trade
 Schools, universities
 Schools, vocational
 Scientific & educational research services
 Second hand merchandise - retail
 Seed and feed sales
 Sheet metal & roofing contracting services
 Shoe repair, shoe shining, & hat cleaning services
 Shoes - retail
 Shoes - wholesale
 Social, civic & fraternal associations
 Social correctional, treatment & counseling services
 Sorority & fraternity houses
 Souvenirs, gifts, novelties - retail
 Sporting goods - retail
 Stadiums
 Stationery - retail

Stenographic, duplicating, & mailing services
Stone work, masonry, title setting, & plastering services
Storage - mini
Storage & warehousing of nonhazardous products
Storage & warehousing of household goods
Swimming clubs
Synagogues, churches, & temples
Tailoring (custom)
Taverns
Taxicab dispatch
Telegraph communications
Telephone business office
Telephone exchange stations
Telephone maintenance yard
Telephone relay towers (microwave)
Television broadcasting studios

Television, radios, phonographs, recorders & tape players repair services
Television, radios, phonographs, recorders, & tape players - retail
Television transmitting stations & relay towers
Temples, churches, & synagogues
Tennis clubs
Theaters, legitimate
Theaters, motion picture, indoor
Tile setting, masonry, plastering & stone work services
Tires & inner tubes - wholesale
Title abstracting services
Tobacco & tobacco products - wholesale
Tot lot or play lot
Tourist courts, hotels, & motels
Travel arranging services

Truck & automobile rental services
Utility substations, pumping station, water reservoir & telephone exchange
Upholstery, draperies, & curtains - retail
Variety & discount stores - retail
Vending machine operations - retail
Veterinarian services
Wallpaper, paint & glass - retail
Warehousing & storage of household goods
Watch, clock, & jewelry repair services
Water well drilling services
Welding & blacksmith services
Welfare & charitable services
Wine, beer, & alcoholic beverages - wholesale
Wool & mohair - wholesale



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item E-3

Public Hearing on Acquisition of Property at 523 East 19th Street (Butterfield)

Council action will take place under Consent Agenda item G-8.

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: September 26, 2017

Subject: Public Hearing on Acquisition of Property at 523 E 19th Street (Butterfield)

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

Background

A parcel of land is available for purchase at 523 E 19th Street, which is directly south of currently owned City property. Nebraska State Statute Section 19-709, R.R.S. 1943, authorizes the City to appropriate private property for use of the City for public facilities.

Discussion

The adjacent City owned property is used by the Streets Division to stockpile bulk materials – typically fill dirt, spoils from ditch cleaning, and large diameter pipe. This purchase would increase the area that materials could be stored. Access to the two properties was gated/locked after the house was removed to discourage misuse, such as dumping trash. Purchasing the property would ensure restricted access could remain.

City Staff and Current Owners; Sandra Marie Butterfield, Lyndsay Butterfield and Candice Butterfield of Lincoln, Nebraska have settled on a negotiated value for the land purchase.

The sellers own the tax certificate #20140015 related to delinquent property taxes on the property addressed as 523 E 19th Street and have agreed to foreclose on such and obtain free and clear marketable title through a Treasurer's Tax Deed. The subject property will be deeded to the City as soon as possible once the Treasurer's Tax Deed is issued. Closing on this purchase shall be on or before September 30, 2017 per the agreement.

All documents have been prepared by Nebraska Title Company ("Escrow Agent") and reviewed by the City Attorney. Authorization of the City's Legal Department in finalizing the closing documents and purchase authority of \$2,800.00, which is an estimated amount based on a closing date of September 30, 2017, is contingent upon City Council approval.

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of such land, in the amount of \$2,800.00.

Sample Motion

Move to approve the acquisition.

PURCHASE AGREEMENT

The undersigned Purchaser, agrees to purchase the Property described as follows:

1. **Address:** 523 East 19th Street, Grand Island, NE 68801

Legal Description (Property):

The South 165 feet of Lot Thirty-Three (33), in Geer Subdivision to the City of Grand Island, Hall County, Nebraska, EXCEPT that portion deeded to Burlington Northern Railroad Company by Warranty Deed recorded June 17, 1994 as Inst. No. 94-105210 and re-recorded June 29, 1994 as Inst. No. 94-105619 records of Hall County, Nebraska

* Buyer agrees to purchase the Property in its current, As-Is, Where-Is condition. Seller does not warrant existing structure as to its habitability or suitability for occupancy, construction, or permitted uses.

2. (A) Purchaser acknowledges that Seller owns the tax certificate #20140015 related to delinquent property taxes on the Subject Property. Upon signature of this Agreement, Seller has agreed to foreclose on said tax certificate and obtain free and clear marketable title through a Treasurer's Tax Deed to the Subject Property. Seller has agreed to deed the Subject Property to Buyer as soon as reasonably possible once the Treasurer's Tax Deed is issued. The Seller has the right to file paperwork with Hall County to take title as of August 3, 2017. Closing on this Agreement shall on or before September 30, 2017.

3. **Conveyance:** Seller agrees to convey title to Property to Purchaser or its nominee by warranty deed, free and clear of all liens, encumbrances or special taxes levied or assessed except as follows: (i) general real estate taxes assessed in 2014, 2015, 2016, and 2017 and (ii) liens held by the City of Grand Island. This conveyance is subject to all building and use restrictions, utility easements, and covenants now of record. Purchaser agrees to waive any legal requirements regarding disclosures from the Seller.

4. **Consideration:** Purchaser agrees to pay Two Thousand Eight-Hundred Dollars (\$2,800.00). This is a cash sale, no financing required. ZERO (\$0.00) Earnest Money to be paid on signature of this agreement to Nebraska Title Company. Should seller fail to be able to provide title insurance to the Buyer, earnest money to be refunded in full.

5. **Conveyance of Title:** Seller shall, through Seller's agent or closing agent, furnish a current title insurance commitment to Purchaser as soon as practical. Closing date to be September 30, 2017, or as soon as possible, or such other date as the parties may agree upon in writing. The cost of any title insurance policies and riders shall be paid by Seller.

6. **Closing:** Purchaser and Seller acknowledge and understand that the closing of the sale shall be handled by Nebraska Title Company ("Escrow Agent"). Escrow Agent's charges shall be paid by Seller.

7. **State Documentary Tax:** The state Documentary Tax on the deed shall be paid by Seller in accordance with Nebraska Documentary Stamp Tax statutes.

8. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement.

9. **Remuneration:** Purchaser and Seller acknowledge and understand that no Broker was involved in this transaction.

10. **Attorney Fees:** Each party shall be responsible for its own attorney fees.

11. **Condition of Property:** Purchaser accepts the Property in As Is condition.

12. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before August_____, 2017.

NAME FOR THE DEED: CITY OF GRAND ISLAND, NEBRASKA

PURCHASER,

CITY OF GRAND ISLAND, NEBRASKA

By: _____ (date)

Title:

Address:

Phone:

ACCEPTANCE

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth

VANDELAY INVESTMENTS, LLC
SELLER,

BY:  _____

NAME: Rudy Lane - Authorized Agent

DATE: 8-22-17

**Address**

Address: 523 19TH ST E
()
Type: Single Family
Sub Type:
BHID: 70334

**Lot**

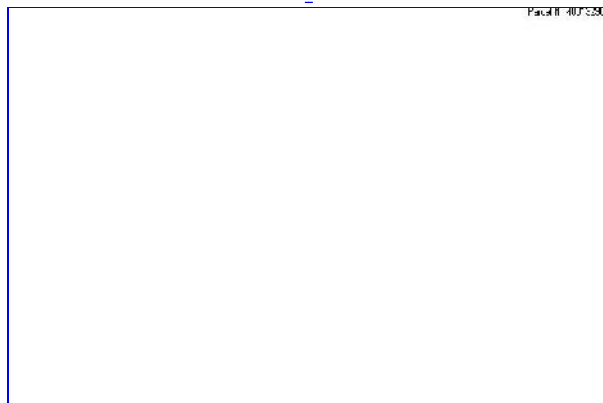
Register of Deeds
()
Subdivision: Geer Sub
()
Block: 0
Lot: 33

**Parcel**

Assessor
()
Treasurer
()
District Information
()
Photos/Sketches
()
Pictometry Online
()
Parcel: 400132907
Owner: BUTTERFIELD/SANDRA MARIE
Situs: 00523 19TH



Parcel: 400132907





Janet Pelland
Assessor

Hall County Assessor

121 South Pine Street, Suite 1
Grand Island, NE 68801-6099
Phone: (308) 385-5050
Fax: (308) 385-5059
TDD: (800) 833-7352



Barb Stoddard
Deputy Assessor

Property Summary [\(Appraisal Details\)](#)

Parcel Information

Parcel Number: 400132907
Map Number: 3315-00-0-12045-000-0123
Situs: 00523 \E 19TH
Legal: GEER SUB S 165' LT 33
Cadastral: 0001-0012-0056

Ownership Information

Current Owner: BUTTERFIELD/SANDRA MARIE
LYNSDAY & CANDICE BUTTERFIELD
Address: 120 WEDGEWOOD DR
City, State: LINCOLN NE
Zipcode: 68510-0000

Current Valuation

Land Value: 22,950
Impr. Value: 0
Outbuildings: 0
Total Value: 22,950
Exemptions: 0
Taxable Value: 22,950

Assessment Data

District: 5
School Base: GRAND ISLAND 2
Affiliated Code:
Neighborhood: 350
Greenbelt Area:
Greenbelt Loss: 0

Property Classification

Status: Unimproved
Use: Single Family
Zoning: 01
Location: Urban
City Size: 12,001-100,000
Lot Size: 03

Sales History

NO SALES HISTORY RECORDS FOUND

Building Permits

Permit No.	Date	Description	Amount
	1/1/2015	HOUSE GONE	
	1/1/2013	GARAGE GONE/NO CHANGE IN HOUSE	
	1/1/2012	NO CHANGE FOR 2012	
	1/1/2011	HOUSE BURNED 12-14-10	
	1/1/2005	RESIDENTIAL IMPROVEMENT UPDATE	
	1/1/2004	RESIDENTIAL LAND UPDATE	
	1/1/2002	5.87% Tax Equalization and Review Commission increase	
	1/1/2000	5% UPDATE	

Historical Valuation Information

Year	Billed Owner	Land	Impr.	Outbldg	Total	Exempt	Taxable	Taxes
2016	BUTTERFIELD/SANDRA MARIE	22,950	0	0	22,950	0	22,950	478.18
2015	BUTTERFIELD/SANDRA MARIE	22,950	0	0	22,950	0	22,950	485.54
2014	BUTTERFIELD/SANDRA MARIE	22,950	2,694	0	25,644	0	25,644	562.98
2013	BUTTERFIELD/SANDRA MARIE	22,950	2,694	0	25,644	0	25,644	547.60

Year	Billed Owner	Land	Impr.	Outbldg	Total	Exempt	Taxable	Taxes
2012	BUTTERFIELD/SANDRA MARIE	22,950	2,724	0	25,674	0	25,674	553.32
2011	BUTTERFIELD/SANDRA MARIE	22,950	2,724	0	25,674	0	25,674	543.52
2010	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	725.84
2009	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	719.06
2008	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	708.96
2007	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	707.00
2006	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	727.38
2005	BUTTERFIELD/SANDRA MARIE	22,950	12,554	0	35,504	0	35,504	725.02
2004	BUTTERFIELD/SANDRA MARIE	22,950	5,209	0	28,159	0	28,159	568.28
2003	BUTTERFIELD/SANDRA MARIE	21,058	5,209	0	26,267	0	26,267	576.50
2002	BUTTERFIELD/SANDRA MARIE	21,058	5,209	0	26,267	0	26,267	558.24
2001	BUTTERFIELD/SANDRA MARIE	19,890	4,920	0	24,810	0	24,810	517.60
2000	BUTTERFIELD/SANDRA MARIE	19,890	4,920	0	24,810	0	24,810	545.72
1999	BUTTERFIELD, SANDRA MARIE		24,576		24,576	0	24,576	533.48
1998	BUTTERFIELD, SANDRA MARIE		24,576		24,576	0	24,576	543.68
1997	BUTTERFIELD, SANDRA MARIE		24,150		24,150	0	24,150	564.12
1996	BUTTERFIELD, SANDRA MARIE		24,150		24,150	0	24,150	552.48
1995	BUTTERFIELD, SANDRA MARIE		24,150		24,150	0	24,150	535.44
1994	BUTTERFIELD, SANDRA MARIE		21,084		21,084	0	21,084	509.10

Parcel Comments

Number

Comment

1

HOUSE FIRE 12-14-2010, CHECK FOR 2011~

2

1/92 \$1.00

[Photos/Sketches](#)

Filedate: 3/13/2017 7:00:05 PM



THOMSON REUTERS™



**NO
TRESPASSING
CITY
PROPERTY**

LIMITED TITLE REPORT

FILE NO: 6095966M

TO: Randy James, Attorney at Law

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Hall County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

LEGAL DESCRIPTION:

The South 165 feet of Lot Thirty-Three (33), in Geer Subdivision to the City of Grand Island, Hall County, Nebraska, EXCEPT that portion deeded to Burlington Northern Railroad Company by Warranty Deed recorded June 17, 1994 as Inst. No. 94-105210 and re-recorded June 29, 1994 as Inst. No. 94-105619 records of Hall County, Nebraska

Address: 523 East 19th Street, Grand Island, NE 68801

GRANTEE IN LAST DEED OF RECORD:

Sandra Marie Butterfield, Lyndsay Marie Butterfield and Candice Jean Butterfield, as joint tenants

UNRELEASED LIENS OF RECORD:

- a. Deed of Trust from Sandra M. Butterfield and Jodie J. Butterfield, wife and husband, Lindsey Marie Butterfield, a single person, and Candice Jean Butterfield, a single person, to American Pioneer Title Insurance Company, Trustee for Beneficial Nebraska, Inc., DBA Beneficial Mortgage Company, Beneficiary, in the principal amount of \$20,000.00 dated June 6, 2001 and recorded June 11, 2001 as Inst. No. 2001-5512, assigned to Springcastle Finance Funding Trust by Assignment recorded December 17, 2015 as Inst. No. 201508507.
- b. Construction Lien claimed by the City of Grand Island, against Sandra Butterfield, Lyndsay Butterfield and Candice Butterfield in the amount of \$10,400.00 recorded September 10, 2014 as Inst. No. 2014045708.

JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:

- a. Judgment (General) against Sandra Butterfield, Lyndsay Butterfield and Candice Butterfield, et al., as set forth April 28, 2014 in Case No. CI 13-774 in the District Court of Hall County, Nebraska, styled City of Grand Island, Nebraska, Plaintiff vs. Sandra Butterfield, Lyndsay Butterfield and Candice Butterfield, et al., Defendants.

TAXES/ASSESSMENTS:

2011 and all prior years - paid in full

2012, 2013 & 2014 taxes, Sold on Tax Certificate No.20140015 - NOT

REDEEMED.

2015 General Real Estate Taxes, in the amount of \$485.54- Not paid & Delinquent.

2016 General Real Estate Taxes, in the amount of \$478.18- Not paid.

First half becomes delinquent May 1, 2017.

Second half becomes delinquent September 1, 2017.

Parcel ID Number 400132907


Assessed Value: \$22,950.00

- a. City Assessment for Service Code SE338T, Account Number 01945 levied March 7, 1964 in the original principal amount of \$412.00, due in one (1) installments, zero (0) paid.

NOTE: Assesment is for future hookup for sewer service and is only payable if tapped into.

Effective Date: February 1, 2017 at 8:00 am

Nebraska Title Company

By 
Registered Abstracter

Please direct inquiries to: Amanda Mosiman

INVOICE

Invoice Date: 3/28/2017
File Number: 6095966M
Loan Number:
Customer Ref. No.: 17-029

To:

Randy James, Attorney at Law
Attn: Randy James
PO Box 21971
Lincoln, NE 68542

From:

Nebraska Title Company
5601 South 59th Street, Suite C
Lincoln, NE 68516
402-476-8818

RE: Sandra Marie Butterfield
523 East 19th Street, Grand Island
Geer Subdivision, S 165' Lot 33, Hall County, NE

Description	Amount	Qty	Total
Limited Title Report	\$175.00	1	\$175.00
Subtotal			\$175.00
Tax @ %			\$0.00
Non Taxable Amt.			\$0.00
Grand Total			\$175.00

Please Remit To:

Nebraska Title Company
5601 South 59th Street, Suite C
Lincoln, NE 68516
402-476-8818

Thank you!

QUITCLAIM DEED 92- 100482

WILLIAM B. JONES and LEONORA M. JONES,
Husband and Wife

, Grantor, whether one or more,

in consideration of One Dollar (\$1.00) and love and affection

, receipt of which is hereby acknowledged, quitclaims and

SANDRA MARIE BUTTERFIELD, LYNDSEY MARIE
conveys to BUTTERFIELD and CANDICE JEAN BUTTERFIELD,
as Joint Tenants

, Grantee,

the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in

Hall

County, Nebraska:

The South One Hundred Sixty-five (165) feet of
Lot Thirty-Three (33), in Geer Subdivision, now
an Addition to the City of Grand Island, Hall
County, Nebraska.

Scanned by
3031 Pamela R. R.

CASH _____
CHECK 58- _____
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
JAN 21 1992
5050 BY 44

STATEMENT ATTACHED

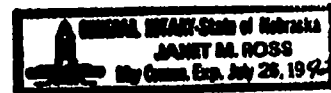
92 JAN 21 PM 12 30
STATE OF NEB.
COUNTY OF HALL

Entered as Document No. 92- 100482
Numerical 73

Executed: December 13 1991

William B. Jones
WILLIAM B. JONES
Leonora M. Jones
LEONORA M. JONES

State of NEBRASKA
County of HALL



The foregoing instrument was acknowledged before me on
by WILLIAM B. JONES and LEONORA M. JONES, Husband and Wife

STATE OF NEBRASKA

County of

Filed for record and entered in Numerical Index on

at o'clock M. and recorded in Deed Record Page

By: County or Deputy County Clerk
Register of Deeds or Deputy Register of Deeds

WARRANTY DEED

THAT WE, SANDRA MARIE BUTTERFIELD and JODIE J. BUTTERFIELD, Husband and Wife, LYNDSEY MARIE BUTTERFIELD, a Single Person and CANDICE JEAN BUTTERFIELD, a Single Person, of 523 E. 19th Street, Grand Island, Nebraska 68801, herein called the Grantors, whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration, received from Grantee, do hereby grant, bargain, sell, convey and confirm unto BULINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation of 3300 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, herein call the Grantee, whether one or more, the following described real property in Hall County, Nebraska:

A tract of land comprising a part of the south One Hundred Sixty Five (165.0) feet of Lot Thirty-Three (33), Geer Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33); thence running westerly along the northerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33), a distance of One Hundred Ninety One and Fifty Nine Hundredths (191.59) feet, to the ACTUAL point of beginning; thence deflecting left 121° 08' 55" and running southeasterly, a distance of One Hundred Ninety Three and One Tenth (193.10) feet, to a point on the southerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33); thence deflecting right 121° 41' 00" and running westerly along the southerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33), a distance of Twenty Seven and Thirty Five Hundredths (27.35) feet, to a point on a curve; thence running northwesterly long the arc of a curve, concave northwesterly, the long chord of which deflects right 56° 39' 01" from the last described course, a long chord distance of One Hundred Ninety Six and Twenty Five Hundredths (196.25) feet, to a point on the northerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33); thence deflecting right 122° 37' 49" and running easterly along the northerly line of said south One Hundred Sixty Five (165.0) feet of Lot Thirty Three (33), a distance of Thirty Three and Eight Tenths (33.80) feet, to the ACTUAL point of beginning, Hall County, Nebraska.

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said Grantee's successors and assigns.

And the Grantor does hereby covenant with the Grantee and with Grantee's successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance, except as listed below:

- (1) Utility easements over the Easterly Sixteen Feet (16) and over the Southerly Twenty-Eight Feet (28) of said lot as shown in Quit Claim Deed recorded in Box 140, Page 364.

Also that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the

94-105210

title to said premises against the lawful claims of all persons
whomsoever.

DATED this 23rd day of May, 1994.

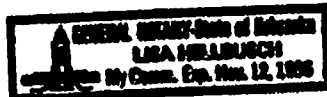
Sandra Marie Butterfield
SANDRA MARIE BUTTERFIELD,
Grantor

Jodie J. Butterfield
JODIE J. BUTTERFIELD Grantor

Sandra Marie Butterfield
LYNDSAY MARIE BUTTERFIELD and
CANDICE JEAN BUTTERFIELD BY
Sandra Marie Butterfield,
Guardian

STATE OF NEBRASKA)
COUNTY OF HALL) SS

The foregoing instrument was acknowledged before me on this
23rd day of May, 1994, by Sandra Marie Butterfield, Jodie J.
Butterfield, Lyndsay Marie Butterfield signed by Sandra Marie
Butterfield as Guardian and Candice Jean Butterfield signed by
Sandra Marie Butterfield as Guardian.



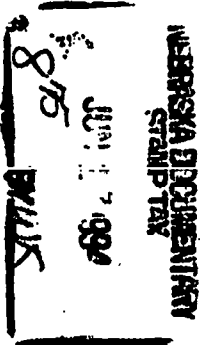
Lisa M. Hurlburt
Notary Public

STATE OF NEBRASKA)
COUNTY OF HALL) SS

Filed for record and entered in Numerical Index on _____
at _____ o'clock ____m., and recorded in Deed Record _____,
Page _____.

BY: _____
County or Deputy County Clerk
Register of Deeds or
Deputy Register of Deeds

STATEMENT ATTACHED



REFUNDS:
CASH _____
CHECK _____

CASH _____
CHECK _____

1993

JUN 17 AM 9 28

STATE OF NEBRASKA)
COUNTY OF HALL) SS

Entered as Document No. 3
94-105210

G. I. ABSTRACT

94-105210

WARRANTY DEED

RE-RECORDED

94-105619

THAT WE, SANDRA MARIE BUTTERFIELD and JODIE J. BUTTERFIELD, Husband and Wife, LYNDAY MARIE BUTTERFIELD, a Single Person and CANDICE JEAN BUTTERFIELD, a Single Person, of 523 E. 19th Street, Grand Island, Nebraska 68801, herein called the Grantors, whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration, received from Grantee, do hereby grant, bargain, sell, convey and confirm unto HURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation of 3300 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, herein call the Grantee, whether one or more, the following described real property in Hall County, Nebraska:

A tract of land comprising a part of the south One Hundred Sixty Five (165.0) feet of Lot Thirty-Three (33), Geer Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

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TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said Grantee's successors and assigns.

And the Grantor does hereby covenant with the Grantee and with Grantee's successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance, except as listed below:

- (1) Utility easements over the Easterly Sixteen Feet (16) and over the Southerly Twenty-Eight Feet (28) of said lot as shown in Quit Claim Deed recorded in Box 140, Page 364.

Also that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the

94- RE-RECORDED
105619

94- 105210

title to said premises against the lawful claims of all persons
whomsoever.

DATED this 23rd day of May, 1994.

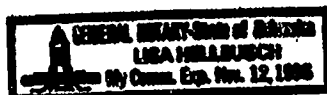
Sandra Marie Butterfield
SANDRA MARIE BUTTERFIELD,
Grantor

Jodie J. Butterfield
JODIE J. BUTTERFIELD Grantor

Sandra Marie Butterfield
LYNDSAY MARIE BUTTERFIELD and
CANDICE JEAN BUTTERFIELD BY
Sandra Marie Butterfield,
Guardian

STATE OF NEBRASKA)
COUNTY OF HALL) SS

The foregoing instrument was acknowledged before me on this
23rd day of May, 1994, by Sandra Marie Butterfield, Jodie J.
Butterfield, Lyndsay Marie Butterfield signed by Sandra Marie
Butterfield as Guardian and Candice Jean Butterfield signed by
Sandra Marie Butterfield as Guardian.



Lisa M. Hurlbush
Notary Public

STATE OF NEBRASKA)
COUNTY OF HALL) SS

Filed for record and entered in Numerical Index on _____
at _____ o'clock ____m., and recorded in Deed Record _____,
Page _____.

BY: _____
County or Deputy County Clerk
Register of Deeds or
Deputy Register of Deeds

G. I. ABSTRACT

STATEMENT ATTACHED

NEBRASKA DOCUMENTARY
STAMP TAX
JUN 17 1994
875
BILLS

REFUNDS:
CASH _____
CHECK _____

CASH 1905
CHECK _____
JUN 17 AM 9 28
STATE OF NEBRASKA) SS
COUNTY OF HALL)

RE-RECORDED Document No. 1
Entered as Document No. 1
94- 105210

Entered As Instrument No.
0200105512

STATE OF NEBRASKA)
COUNTY OF HALL) SS

01 JUN 11 AM 9 33

Kathy M. Mearns
REG OF DEEDS

CASH _____

CHECK 25,500

REFUNDS: _____

CASH _____

CHECK _____

Beneficial Finance
2604 St. Patrick Ste 7
Grand Island NE 68803

(Space Above This Line For Recording Data)

(Page 1 of 5)

DEED OF TRUST

611700-26-502895

25,500

☒ IF BOX IS CHECKED, THIS DEED OF TRUST IS OPEN-END AND SECURES FUTURE ADVANCES.

THIS DEED OF TRUST is made this 6TH day of JUNE, 2001, among the Grantor, SANDRA M AND JODIE J BUTTERFIELD, HUSBAND AND WIFE, LINDSEY MARIE BUTTERFIELD, A SINGLE PERSON, CANDICE JEAN BUTTERFIELD, A SINGLE PERSON, AS JOINT TENANTS (herein "Borrower"), AMERICAN PIONEER TITLE INSURANCE COMPANY (herein "Trustee") and the Beneficiary, BENEFICIAL NEBRASKA INC. D/B/A BENEFICIAL MORTGAGE CO. a corporation organized and existing under the law of NEBRASKA whose address is 2604 ST PATRICK, STE 7, GRAND ISLAND, NE 68803 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____ evidenced by Borrower's Loan Agreement dated _____ and any extensions or renewals thereof including those pursuant to any Renegotiable Rate Agreement (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 20,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated JUNE 6, 2001 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$20,500.00;

TO SECURE to Lender the repayment of the indebtedness, including future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advance in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained, Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in the County of HALL State of Nebraska:

THE SOUTH 165 FEET OF LOT 33 IN GEER SUBDIVISION, NOW AN ADDITION TO GRAND ISLAND, HALL COUNTY, NEBRASKA, EXCEPT THAT PART DEEDED TO BURLINGTON NORTHERN RAIL ROAD COMPANY, IN INSTRUMENT #94-105210 AND INSTRUMENT #94-105619, REGISTER OF DEEDS, HALL COUNTY, NEBRASKA.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the applicable contract rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law; in which case, Federal law shall apply. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust, if requested, at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an

owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Deed of Trust unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Deed of Trust to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including Borrower's failure to pay, by the end of ten (10) calendar days after the date they are due, any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 17 to the extent permitted by applicable law.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's fees and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees to the extent permitted by applicable law; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Deed of Trust, and, if this Deed of Trust secures a Revolving Loan Agreement, Borrower requests Lender to release this Deed of Trust, Lender shall cause this Deed of Trust to be released without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.



**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

Jodie J. Butterfield (SEAL)

Sandra M. Butterfield - Borrower (SEAL)

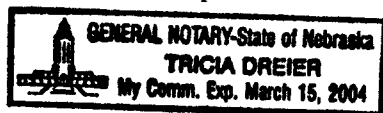
- Borrower

STATE OF Nebraska)
COUNTY OF Hall) SS.

On this 6 day of June, 2001, before me personally appeared Sandra M and Jodie J Butterfield to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:



Tricia Dreier
Notary Public

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

(Space Below This Line Reserved For Lender and Recorder)

Return To:
Records Processing Services
577 Lamont Road
Elmhurst, IL 60126

160

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2014 SEP 10 AM 11:03

Mitchell Clark
HALL CO. REGISTER OF DEEDS

CASH 16.00
CHECK _____
REFUNDS: _____
CASH _____
CHECK _____

RTN: City Attorney

CONSTRUCTION LIEN

The real estate subject to this lien is: 523 E 19th Street, Grand Island, NE 68801, more particularly described as follows:

The South One-Hundred Sixty-Five (165) feet of Lot 33 in Geer Subdivision, now an addition to Grand Island, Hall County, Nebraska. Except that part deeded to Burlington Northern Rail Road Company, in Instrument #94-105210 and Instrument #94-105619, Register of Deeds, Hall County, Nebraska.

The persons against whose interest in the real estate the lien is claimed are:

Sandra Butterfield, Lyndsay Butterfield, and Candice Butterfield.

The name and address of the claimant is:

The City of Grand Island, 100 East 1st Street, PO Box 1968, Grand Island, NE 68802-1968.

Complete demolition of the fire damaged structure was performed by the claimant to abate the public nuisance conditions on the property and improve the real estate. The last day on which work was performed was April 2, 2014. The amount unpaid and due to the claimant for the services is Ten Thousand Four Hundred and No/100 Dollars (\$10,400.00). Journal Entry entered by the District Court of Hall County, Nebraska on April 28, 2014 at Case No. CI13-774 awards Ten Thousand Four Hundred and No/100 Dollars (\$10,400.00) for services.



201405708

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation and Claimant

By: 

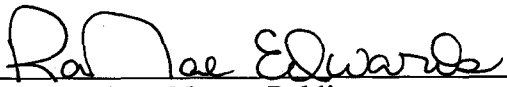
Jay Vavricek, Mayor
100 East First Street
PO Box 1968
Grand Island, NE 68802-1968
(308)385-5444

STATE OF NEBRASKA)
)ss:
COUNTY OF HALL)

On this 9th day of September, 2014, before me a Notary Public in and for said County, personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a Municipal Corporation, to me personally known to be the identical person who executed the above lien and acknowledged the execution of said instrument to be his voluntary act and deed.

Witness my hand and notary seal at Grand Island, Nebraska, in said County, the day and year last above written.




Notary Public

My commission expires: 12-29-14

Case Summary

In the District Court of Hall County
The Case ID is CI 13 0000774
City of Grand Island v. Butterfield
The Honorable Teresa K Luther, presiding.
Classification: Miscellaneous Civil
Filed on 08/20/2013
This case is Closed as of 04/28/2014
It was disposed as Uncontested Default

Parties/Attorneys to the Case

Plaintiff	Party ACTIVE	City of Grand Island Nebraska	Stacy R Nonhof	
		% Stacy Nonhof, Attorney	100 East First	
		PO Box 1968	P O Box 1968	
		Grand Island NE 68802	Grand Island NE 68802	
			308-385-5420	
Defendant	ACTIVE	Sandra Butterfield		
		1912 N Illinois		
		Grand Island NE 68801		
Defendant	ACTIVE	Lyndsay Butterfield		
		1912 N Illinois		
		Grand Island NE 68801		
Defendant	ACTIVE	Candice Butterfield		
		1912 N Illinois		
		Grand Island NE 68801		
Defendant	ACTIVE	American Pioneer Title Ins Co		
		% Records Processing Services		
		577 Lamont Road		
		Elmhurst IL 60126		
Defendant	ACTIVE	Beneficial Finance Company		
		Attn: Legal Department		
		PO Box 4153K		
		Carol Stream IL 60197		
Defendant	ACTIVE	South 165 ft of Lot 33 in Geer subd		
		a/k/a 523 East 19th Street		
		Grand Island NE 68801		
South 165 ft of Lot 33 in Geer subd	owes	\$10,400.00		

Judgment Information

On 04/28/2014 judgment of Judgment (General) was entered for \$10,400.00
Balance due is \$10,400.00
The judgment creditor is City of Grand Island Nebraska
The judgment debtor is South 165 ft of Lot 33 in Geer subd

Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	08/20/2013	\$35.00
Plaintiff	Filing Fee - State	08/20/2013	\$5.00
Plaintiff	Automation Fee	08/20/2013	\$8.00
Plaintiff	NSC Education Fee	08/20/2013	\$1.00
Plaintiff	Dispute Resolution Fee	08/20/2013	\$0.75
Plaintiff	Indigent Defense Fee	08/20/2013	\$3.00
Plaintiff	Uniform Data Analysis Fee	08/20/2013	\$1.00
Plaintiff	J.R.F.	08/20/2013	\$6.00
Plaintiff	Filing Fee-JRF	08/20/2013	\$2.00
Plaintiff	Legal Aid/Services Fund	08/20/2013	\$5.25
Plaintiff	Complete Record	08/20/2013	\$15.00
Plaintiff	Service Fees	09/03/2013	\$6.31
Plaintiff	Service Fees	09/03/2013	\$6.31
Plaintiff	Service Fees	09/03/2013	\$6.31
Plaintiff	Service Fees	09/03/2013	\$6.31

Financial Activity

No trust money is held by the court
No fee money is held by the court

Payments Made to the Court

Receipt	Type	Date	For	Amount
9061137	Non-Monetary Rec	09/04/2013	City of Grand Island N	\$6.31
			Service Fees	\$6.31
9061138	Non-Monetary Rec	09/04/2013	City of Grand Island N	\$6.31
			Service Fees	\$6.31
9061139	Non-Monetary Rec	09/04/2013	City of Grand Island N	\$6.31
			Service Fees	\$6.31
9061140	Non-Monetary Rec	09/04/2013	City of Grand Island N	\$6.31
			Service Fees	\$6.31
226235	Cash	08/20/2013	City of Grand Island N	\$82.00
			Petition	\$35.00
			Filing Fee - State	\$5.00

Receipt	Type	Date	For	Amount
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Complete Record	\$15.00

Register of Actions

05/13/2014 Mail Returned by Post Office
This action initiated by party Candice Butterfield
Image ID 000322063D08

05/05/2014 Mail Returned by Post Office
This action initiated by party Lyndsay Butterfield
Image ID 000321982D08

05/05/2014 Mail Returned by Post Office
This action initiated by party Sandra Butterfield
Image ID 000322008D08

04/28/2014 Judges Notes

11-7-13 to 4-28-14
Image ID 000323483D08

04/28/2014 Notice Issued on Stacy Nonhof
The document number is 00053699
Notice of Judgment
E-MAILED snonhof@grand-island.com
Image ID D00053699D08

04/28/2014 Notice Issued on Beneficial Finance Company
The document number is 00053698
Notice of Judgment
Image ID D00053698D08

04/28/2014 Notice Issued on Candice Butterfield
The document number is 00053697

Notice of Judgment
Image ID D00053697D08

04/28/2014 Notice Issued on Lyndsay Butterfield
The document number is 00053696
Notice of Judgment
Image ID D00053696D08

04/28/2014 Notice Issued on Sandra Butterfield
The document number is 00053695

Notice of Judgment
Image ID D00053695D08

04/28/2014 Journal Entry
This action initiated by Teresa K Luther
Costs assessed

Image ID 000323482D08

04/15/2014 Affidavit
This action initiated by party City of Grand Island Nebraska
Image ID 000321838D08

04/15/2014 Motion Filed
This action initiated by party City of Grand Island Nebraska
for Judgment for Costs of Abatement w/nhr 4/28/14 @ 11; cert serv
Image ID 000321835D08

11/26/2013 Mail Returned by Post Office
Image ID 000310093D08

11/13/2013 Judges Notes
11-7-13 TO 11-13-13

Image ID 000309920D08

11/13/2013 Notice Issued on Stacy Nonhof
The document number is 00051111
Notice of Judgment
E-MAILED snonhof@grand-island.com
Image ID D00051111D08

11/13/2013 Notice Issued on Beneficial Finance Company
The document number is 00051110
Notice of Judgment
Image ID D00051110D08

11/13/2013 Notice Issued on American Pioneer Title Ins Co
The document number is 00051109
Notice of Judgment

Image ID D00051109D08

11/13/2013 Notice Issued on Candice Butterfield
The document number is 00051108
Notice of Judgment
Image ID D00051108D08

11/13/2013 Notice Issued on Lyndsay Butterfield
The document number is 00051107
Notice of Judgment
Image ID D00051107D08

11/13/2013 Notice Issued on Sandra Butterfield
The document number is 00051106
Notice of Judgment
Image ID D00051106D08

11/13/2013 Journal Entry
This action initiated by Teresa K Luther
Image ID 000309469D08

11/06/2013 Notice-Hearing
This action initiated by party City of Grand Island Nebraska
11/13/13 @ 9

Image ID 000297804D08

11/06/2013 Affidavit-Support of Motion
This action initiated by party City of Grand Island Nebraska
cert serv
Image ID 000297803D08

11/06/2013 Motion-Summary Judgment

This action initiated by party City of Grand Island Nebraska
cert serv
Image ID 000297802D08

10/30/2013 Notice-Hearing
This action initiated by party City of Grand Island Nebraska
Hearing 11-7-13 @ 10:00 am;cert serv
Image ID 000308304D08

09/03/2013 Return Summons/Alias Summons
The document number is 00049445
Served 08/22/2013, Certified Mail
Image ID 000303237D08

09/03/2013 Return Summons/Alias Summons
The document number is 00049443

Served 08/22/2013, Certified Mail
Image ID 000303234D08

09/03/2013 Return Summons/Alias Summons
The document number is 00049442
Served 08/22/2013, Certified Mail
Image ID 000303231D08

09/03/2013 Return Summons/Alias Summons
The document number is 00049441
Served 08/22/2013, Certified Mail
Image ID 000303240D08

08/20/2013 Summons Issued on Beneficial Finance Company
The document number is 00049445
E-MAILED: snonhof@grand-island.com

Image ID D00049445D08

08/20/2013 Summons Issued on American Pioneer Title Ins Co
The document number is 00049444
E-MAILED: snonhof@grand-island.com
Image ID D00049444D08

08/20/2013 Summons Issued on Candice Butterfield
The document number is 00049443
E-MAILED: snonhof@grand-island.com
Image ID D00049443D08

08/20/2013 Summons Issued on Lyndsay Butterfield
The document number is 00049442
E-MAILED: snonhof@grand-island.com
Image ID D00049442D08

08/20/2013 Summons Issued on Sandra Butterfield
The document number is 00049441
E-MAILED: snonhof@grand-island.com
Image ID D00049441D08

08/20/2013 Complaint-Praecipe
This action initiated by party City of Grand Island Nebraska
Image ID 000301883D08

Judges Notes

11/07/2013
11-07-2013
PT cont
11/13/2013
11-13-2013
Hrg on SJ. Nonhof for Plaintiff; Defendants not present. Evid
adduced. Mot for SJ sustained.
04/28/2014
04-28-2014
jp Hrg on assessment of costs. Nonhof for City costs assessed



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item F-1

#9653 - Consideration of Amending Chapter 36 of the Grand Island City Code to Include an R-3-SL Medium Density Residential Small Lot Zoning District

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9653

An ordinance to amend Chapter 36, Article V of the Grand Island City Code specifically, to add Section 36-64.1 creating a new zoning district classification of Medium Density Small Lot Zoning District; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Chapter 36, Article V of the Grand Island City Code is hereby amended by adding the following:

§36-64.1 (R-3SL) Medium Density-Small Lot Residential Zone

Intent: To provide for residential uses at a maximum density of fourteen to fifteen dwelling units per acre with supporting community facilities. This zoning district is sometimes used as a transitional zone between lower density residential zones and higher density residential, office, business, or manufacturing zones. Specifically this zone is intended to provide market flexibility regarding lot size and housing configuration.

(A) Permitted Principal Uses: The following principal uses are permitted in the (R-3SL) Medium Density Small Lot Residential Zoning District.

- (1) Dwelling units
- (2) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (3) Public parks and recreational areas
- (4) Country clubs as defined herein
- (5) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level and colleges offering courses of general instruction, including convents, monasteries, dormitories and other related living structures when located on the same site as the college.
- (6) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature.
- (7) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties.
- (8) Public and quasi-public buildings for cultural use
- (9) Railway right-of-way, but not including railway yards or facilities
- (10) Off street parking lots for residents and guests

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (R-3SL) Medium Density Small Lot Residential Zoning District as approved by City Council.

- (1) Nonprofit community buildings and social welfare establishments other than those providing living accommodations
- (2) Driveways, parking lots, or buildings when directly associated with or accessory to a permitted principal use in an adjacent zone.
- (3) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (4) Towers
- (5) Off-street parking areas for schools and places of religious worship/instruction on lands adjacent to and within three hundred (300.0) feet of the principal building associated with the aforementioned uses.
- (6) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

Approved as to Form	□ _____
September 22, 2017	□ City Attorney

ORDINANCE NO. 9653 (Cont.)

(C) Permitted Accessory Uses:

- (1) Customary home occupations
- (2) Buildings and uses accessory to the permitted principal use

(D) Space Limitations:

Uses				Minimum Setbacks					
			A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Area per Dwelling Unit	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	3,000	3,000	35	20*	15	5	10	50%	35
Conditional Uses	3,000	3,000	35	20*	15	5	10	50%	35
Attached Single Family Dwelling Units	3000	3000	24	20*	15	10	10	50%	35

(E) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.
- (3) Front yard setback may be reduced to 10 foot if paved access easements and parking (garage counts as parking) is provide at the back of each lot.
- (4) Sideyard setback for attached single family dwellings shall be reduced to 0 feet on all lots with contiguous attached units

SECTION 2. Any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within 15 days according to law.

Enacted: September 26, 2017

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item F-2

#9654 - Consideration of Request to Rezone Part of Lot 1 and all of Lot 2 of Proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and West of Shady Bend Road from LLR Large Lot Residential to B-2 General Business (Niedfelt Property Management, LLC)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9654

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprised of Part of Lot One (1) and all of Lot Two (2) of Meadow Lane Seventh Subdivision in Hall County, Nebraska, from LLR Large Lot Residential to B2 General Business Zone; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on September 6, 2017, held a public hearing on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on September 26, 2017, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from LLR Large Lot Residential Zone to B2 General Business Zone:

Lot 1 except the northerly 124.44 feet of the easterly 27.36 feet of said Lot 1 and all of Lot 2 of Meadow Lane Seventh Subdivision in Hall County, Nebraska along with one half (½) of the adjoining street right of way

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	by _____
October 18, 2006	City Attorney

ORDINANCE NO. 9654 (Cont.)

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

Enacted: September 26, 2017

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-1

Approving Minutes of September 12, 2107 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 12, 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 September 12, 2017. Notice of the meeting was given in *The Grand Island Independent* on September 6, 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, Finance Director Renae Jimenez, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Cindy Moran and board member Maria Lopez.

INVOCATION was given by Pastor Josh Sikes, Third City Christian Church, 4100 West 13th Street 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-5 - Consideration of Determining Benefits for Downtown Business Improvement District 2013. Finance Director Renae Jimenez reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Downtown BID 2013. Special assessments were for the amount of \$100,392.80 (70%) or \$100,776.92 (100%). Presented were two Resolutions with the 70% and 100% assessment for owner occupied residents. Staff recommended approval of the 70% assessments.

Motion by Paulick, second by Donaldson to approve Resolution #2017-BE-5 (A). Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Request from Steadfast Builders, LLC for a Conditional Use Permit to Allow for Parking a Food Trailer on the South Side of the Building located at 1504 North Eddy Street. Building Department Director Craig Lewis reported that a request had been made for approval to continue to place a mobile food trailer on the south side of the building located at 1504 North Eddy Street for four years. Staff recommended approval for one year. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - across from 2825 N. Engleman Road (Jack Voss). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2825 N. Engleman Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would provide for the Utilities Department to extend, operate and maintain an underground power line and a pad-mounted transformer for the existing property and a future development. Staff recommended approval. No public testimony was heard.

Public Hearing on General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2017-2018. Finance Director Renae Griffiths reported that state statutes required the City to conduct a public hearing if the property tax request changes from one year to the next. Property tax request for FY 2017-2018 general property tax was \$11,224,018, Parking District No. 2 at \$8,000, and the Community Redevelopment Authority property tax at \$670,241. Staff recommended approval. No public testimony was heard.

Public Hearing on Establishing Rates for the General Property Occupation Tax for Downtown Parking District No. 1 for FY 2017-2018. Finance Director Renae Griffiths reported this was the annual Council action to establish the occupation tax for Downtown Improvement and Parking District No. 1. FY 2017-2018 occupation tax factor was \$.1702 per square foot and would provide taxes of \$41,990.40. Staff recommended approval. No public testimony was heard.

Public Hearing on Proposed Fiscal Year 2017-2018 City of Grand Island and Community Redevelopment Authority (CRA) Budgets. Finance Director Renae Griffiths reviewed changes to the FY2017-2018 Budget. Total of all funds was \$219,379,933. Staff recommended approval. No public testimony was heard.

RESOLUTIONS:

#2017-247 - Consideration of Directing Property Owner to Install Sidewalk at 4194 Norseman Avenue (Federal Home Loan Mortgage Corp.). Public Works Director John Collins reported that a complaint had been received concerning a missing sidewalk on the west side of 4194 Norseman Avenue. The Public Works Department was requesting a resolution be passed giving the property owner 15 days to obtain the sidewalk permit and 15 days from issuance of such permit to complete the installation of the sidewalk.

Motion by Steele, second by Minton to approve Resolution #2017-247.

Discussion was held regarding sidewalk policy, curb and gutters in this area. Mr. Collins stated the subdivision agreement required sidewalks. Comments were made by Council that a sidewalk was needed all along Norseman Avenue.

Motion by Paulick, second by Haase to postpone this item until the section meeting in October (October 24, 2017). Upon roll call vote, all voted aye. Motion adopted.

#2017-248 - Consideration of Directing Property Owner to Remove Trees from Public Right-of-Way Adjacent to 1805 West 10th Street (Anne Bohan). Public Works Director John Collins reported that through the Citizen Request system, Code Enforcement received notice of small trees that had been planted in the public right-of-way at the southwest corner of the 10th Street and Broadwell Avenue intersection causing sight obstruction. A letter was sent to the property owner requesting removal of such trees no later than August 7, 2017. To date no action had been taken to correct this sight obstruction. Staff was recommending removal of the trees.

Discussion was held regarding other trees in the right-of-way and the possibility of transplanting these trees instead of cutting them down.

Motion by Donaldson, second by Fitzke to approve Resolution #2017-248. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, and Nickerson voted aye. Councilmember Stelk voted no. Motion adopted.

#2017-249 - Consideration of Approving Labor Agreement between the City of Grand Island and the International Association of Firefighters, Local No. 647. Human Resources Director Aaron Schmid reported that the current labor agreement would expire as of midnight September 30, 2017. The City and the IAFF met to negotiate the terms of a new agreement. The proposed labor agreement would begin October 1, 2017 and run through September 30, 2019. Mr. Schmid reviewed several changes to the current contract with a wage freeze for the next two years. Staff recommended approval.

Motion by Hehnke, second by Minton to approve Resolution #2017-249. Upon roll call vote, all voted aye. Motion adopted.

#2017-250 - Consideration of Approving Labor Agreement between the City of Grand Island and Union Local No. 1597, I.B.E.W., AFL-CIO. Human Resources Director Aaron Schmid reported that the current labor agreement would expire as of midnight September 30, 2017. The City and the IBEW met to negotiate the terms of a new agreement. The proposed labor agreement would begin October 1, 2017 and run through September 30, 2020. Mr. Schmid stated the changes proposed were primarily based on comparability studies from the salary array. Reviewed were several changes to the current contract. Staff recommended approval.

Motion by Stelk, second by Fitzke to approve Resolution #2017-250. Upon roll call vote, all voted aye. Motion adopted.

#2017-251 - Consideration of Approving General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2018. This item was related to the aforementioned Public Hearing.

The following people spoke in opposition:

- Jerry Poels, 3418 o. DeAnn Road
- Kurt Dockhorn, 2703 W. John Street
- Jody Roepke, 2521 Commerce Avenue

Discussion was held concerning the levy amount. Ms. Jimenez highlighted the cuts made in the budget. Comments were made regarding property tax and the wheel tax.

Motion by Minton, second by Paulick to approve Resolution #2017-251. Upon roll call vote, Councilmembers Paulick, Minton, Fitzke, Donaldson, Stelk, and Nickerson voted aye. Councilmembers Steele, Hehnke, and Haase voted no. Motion adopted.

#2017-252 - Consideration of Approving 1% Increase to the Restricted Revenues Lid Limit. Finance Director Renae Griffiths reported that in 1998 the Nebraska State Legislature passed LB 989 which put a lid on the amount of restricted revenues a political subdivision could budget for. The restricted revenues that the City of Grand Island included in the budget were: Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and Municipal Equalization Funds. The additional 1% increase for FY 2017-2018 State of Nebraska budget report would increase the prior year restricted revenues base by \$305,101.45. This increase in restricted funds authority was not an increase in budgeted revenues or authorized expenditures. It only provided the ability to increase restricted revenues in order to budget all restricted revenue funding sources each budget year.

Motion by Paulick, second by Minton to approve Resolution #2017-252. Upon roll call vote, Councilmembers Paulick, Fitzke, Donaldson, Stelk, and Nickerson voted aye. Councilmembers Steele, Minton, Hehnke, and Haase voted no. Motion failed.

#2017-253 – Consideration of Approving FTE’s for FY 2017-2018. Finance Director Renae Jimenez reported that there was a reduction of FTE’s to the General Fund of 10.8 and an increase of 1.2 FTE’s to all other funds.

Motion by Paulick to add 2 Police Officer positions died due to a lack of a second.

Motion by Donaldson, second by Fitzke to approve Resolution #2017-253. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

ORDINANCES:

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

#9649 (A) - Consideration of Assessments for Downtown Business Improvement District 2013

#9650 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

#9651 - Consideration of Approving FY 2017-2018 Annual Single City Budget and the Annual Appropriations Bill

#9652 - Consideration of Approving Salary Ordinance

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

#9649 (A)- Consideration of Assessments for Downtown Business Improvement District 2013

This item was related to the aforementioned Board of Equalization.

Motion by Minton, second by Hehnke to approve Ordinance #9649.

City Clerk: Ordinance #9649 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 #9649 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 #9649 is declared to be lawfully adopted upon publication as required by law.

#9650 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

This item was related to the aforementioned Public Hearing.

Motion by Steele, second by Donaldson to approve Ordinance #9650.

City Clerk: Ordinance #9650 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 #9650 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 #9650 is declared to be lawfully adopted upon publication as required by law.

#9651 - Consideration of Approving FY 2017-2018 Annual Single City Budget and the Annual Appropriations Bill

This item was related to the aforementioned Public Hearing. Comments were made regarding the Annual Appropriations Bill, self-insurance, and the budget process.

Motion by Stelk, second by Minton to approve Ordinance #9651.

City Clerk: Ordinance #9651 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmembers Paulick and Haase voted no. Motion adopted.

City Clerk: Ordinance #9651 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmembers Paulick and Haase voted no. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9651 is declared to be lawfully adopted upon publication as required by law.

#9652 - Consideration of Approving Salary Ordinance

Human Resources Director Aaron Schmidt reported that a salary ordinance was presented each year as part of the budget process. Wage changes were for bargaining units according to their respective labor agreements and negotiated wages. Discussion was held regarding the title change and cost of living adjustment.

Motion by Donaldson, second by Fitzke to approve Ordinance #9652.

City Clerk: Ordinance #9652 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

City Clerk: Ordinance #9652 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9652 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of August 22, 2107 City Council Regular Meeting.

Approving Minutes of August 29, 2017 City Council Special Meeting.

Approving Re-Appointment of Krae Dutoit to the Community Redevelopment Authority (CRA) Board.

Approving Re-Appointments of Jeff Vinson and Tim White to the Citizens Advisory Review Committee.

Approving Request for Liquor Manager Designation for Shayla Meister, 411 Sunset Avenue for Smoker Friendly Liquor & Tobacco 18, 710 Diers Avenue.

#2017-240 - Approving Renewal of Machinery, Property Peril, Fire and Terrorism Insurance for 2017 – 2018 with Factory Mutual Insurance Company of St. Louis, Missouri in an Amount of \$408,542.00.

#2017-241 - Approving Change Order #1 for the Utilities Vehicle Garage and Warehouse at 1306 West 3rd Street with Chief Construction Company of Grand Island, Nebraska for an Increase of \$21,833.51 and a Revised Contract Amount of \$394,446.51.

#2017-242 - Approving Acquisition of Utility Easement - across from 2825 N. Engleman Road (Jack Voss).

#2017-243 - Approving Certificate of Final Completion for Curb Ramp Project No. 2017-CR-1 with Galvan Construction, Inc. of Grand Island, Nebraska.

#2017-244 - Approving Bid Award for Phase 3 & 4 Geospatial Data Collection of Grand Island's Public Sanitary Sewer System – 2017 with EA Engineering, Science & Technology, Inc. of Lincoln, Nebraska in an Amount of \$88,332.00.

#2017-245 - Approving Change Order No. 1 (Time Extension to October 1, 2017) for Curb Ramp Project No. 2017-CR-2 with The Diamond Engineering Company of Grand Island, Nebraska.

#2017-246 - Approving Change Order No. 1 for Shady Bend Drainage Project No. 2017-D-2 with Van Kirk Bros. Contracting of Sutton, Nebraska for an Increase of \$10,750.00 and a Revised Contract Amount of \$133,154.00.

REQUESTS AND REFERRALS:

Consideration of Request from Steadfast Builders, LLC for a Conditional Use Permit to Allow for Parking a Food Trailer on the South Side of the Building located at 1504 North Eddy Street. This item was related to the aforementioned Public Hearing.

Keith Espeland, 1710 So. Harrison Street representing Steadfast Builders spoke in support.

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

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the payment of claims for the period of August 23, 2017 through September 12, 2017 for a total amount of \$3,848,772.46. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:02 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-2

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O'Neill Transportation and Equipment LLC

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: September 26, 2017
Subject: Approving Garbage and Refuse Haulers Permits
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

The following businesses have submitted applications for renewal for 2017/2018:

Heartland Disposal, 1839 East 4 th Street	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 nd Street	Garbage
Full Circle Rolloffs, 1839 East 4 th Street	Refuse
O'Neill Transportation and Equipment, 7100 West Old Potash Hwy	Refuse

All City Code requirements have been met by these businesses.

Alternatives

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

Recommendation

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2017/2018.

Sample Motion

Move to approve the renewal for garbage/refuse permits for 2017/2018.



Application for Haulers License

1 **Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Heartland Disposal INC

Business Address

1839 E 4th St - Grand Island

Business Telephone

308-382-1683

68801

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-382-1683

* Name Used on Vehicles (Sec. 17-18)

Heartland Disposal

3 **Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tom Ummel 567 S Shady Bend Rd

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)
b. ☒ Certificate of Insurance (Section 17-29)
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-30)
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-23)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-24 (D))
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9-18-17

Date

Tom Ummel

Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder-Rosacker-McCue & Huston 509 W. Koenig St. Grand Island, NE 68801	CONTACT NAME: Jeanne Prince	
	PHONE (A/C No., Ext.): (308) 382-2330 or 800-658-4200 FAX (A/C No.): (308) 382-7109	
	E-MAIL ADDRESS: jprince@ryderinsurance.com	
INSURED Heartland Disposal and Full Circle Rolloff Heartland Disposal Inc dba 1839 E 4th St Grand Island, NE 68803	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire Group	13021
	INSURER B: Guarantee Insurance Company	11398
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		60448434	6-29-17	6-29-18	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:					\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		60448434	6-29-17	6-29-18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Pollution Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	60448434	6-29-17	6-29-18	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WCP101849201	08-06-17	08-06-18	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Grand Island is an additional insured when required by executed written contract.

CERTIFICATE HOLDER

City of Grand Island Attn: Building Inspection Dept PO Box 1968 Grand Island, NE 68802-1968 (Fax: (308)385-5423)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE:  <KF>



United Fire & Casualty Company
United Life Insurance Company
Addison Insurance Company
Lafayette Insurance Company
United Fire & Indemnity Company
United Fire Lloyds
Financial Pacific Insurance Company

CONTINUATION CERTIFICATE

BOND NO.: 55209347

PRINCIPAL: HEARTLAND DISPOSAL, INC. 1839 E 4TH ST GRAND ISLAND, NE 68801

OBLIGEE: CITY OF GRAND ISLAND 100 E FIRST ST GRAND ISLAND, NE 68801

TYPE OF BOND: GARBAGE HAULERS


BOND PENALTY: 50,000.00

BOND TERM: From 07/06/2017 To 07/06/2018

The Company indicated hereby continues in force, for the period described, the Bond designated above, subject to all the agreements, limitations, and conditions thereof and provides that the liability under said bond and all continuations thereof shall not be cumulative and shall not in any event exceed the amount of said Bond herein before set forth.

Signed, Sealed and Dated 04/09/2017.

UNITED FIRE & CASUALTY COMPANY

By 
Attorney-in-Fact

LICP0003 04 11

HOME OFFICE: 118 Second Avenue SE, PO Box 73909, Cedar Rapids, Iowa 52407-3909 Phone: 319-399-5700 or 800-343-9130 FAX: 888-726-9738



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint DAVID A. LANGE, DENNIS J. RICHMANN, ARTHUR J. FEARN, BRAD HANCE, MICHAEL D. MAY, D. MICHAEL HAYS, JUDITH A. DAVIS, MARY BERTSCH, KYANNA SAYLOR, JEREMY LEWIS, PATRICIA WIEBEL, PHILIP E. MORGETTE, ALLISON NISSEN, STUART D. FRANCIS, TRENT MILLER, ROB FLEMING, STEVEN KINNEY, JORDAN FELTMAN, ADAM STAHL, PATTI WADDELL, PATRICIA L. NIEBES, JENNIFER WILLIAMS, EMILY JACKSON, GARY D. DILL, RAMONA SEIDMAN, STEPHEN MOORE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$ 100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.



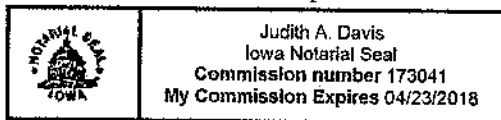
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of December, 2016

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:
 On 22nd day of December, 2016, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 9th day of April, 2017.



By: *David A. Lange*

Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

BPOA0049 0115

Application for Haulers License

1 Type of License Required:

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

- a. Individual or Firm Identification

Business Name

Mid-Nebraska Disposal Inc.

Business Address

3080 W 2nd

Business Telephone

(308) 382-7053

- b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

(308) 382-7053

* Name Used on Vehicles (Sec. 17-18)

Mid-Nebraska Disposal Inc.

3 Residency Certification:

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Chris Woodward 131 McBratney Rd G.I., NE 68801


- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. ☒ List of Vehicles (Section 17-26)
b. ☒ Certificate of Insurance (Section 17-29) ON FILE
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-30) ON FILE
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-23)
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B)) will send if we receive it.

9/8/17
Date


Signature of Applicant

CITY OF GRAND ISLAND
PERFORMANCE BOND REQUIRED BY
CHAPTER 17-22

BOND NO. BD 7900589563

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MID-NEBRASKA DISPOSAL, INC. OF GRAND ISLAND, NE, AS PRINCIPAL, AND ALLIED MUTUAL INSURANCE COMPANY, A CORPORATION DULY LICENSED TO DO BUSINESS IN THE STATE OF NEBRASKA, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE CITY OF GRAND ISLAND, NEBRASKA AND ALL CUSTOMERS OF THE PRINCIPAL WHO RESIDE WITHIN THE CITY OF GRAND ISLAND, NEBRASKA, AS OBLIGEE, IN THE PENAL SUM OF FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, FOR THE PAYMENT OF WHICH SUM WELL AND TRULY TO BE MADE, THE SAID PRINCIPAL AND THE SAID SURETY, BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS THE PRINCIPAL HAS BEEN GRANTED A LICENSE BY THE CITY OF GRAND ISLAND TO OPERATE AS A GARBAGE HAULER AND;

WHEREAS THE ORDINANCE 17-22 OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDES THAT THE PRINCIPAL SHALL FURNISH A PERFORMANCE BOND CONDITIONED FOR THE COMPLIANCE WITH THE PROVISIONS OF 17-15 THROUGH 17-26 INCLUSIVE,

NOW THEREFORE, IF THE SAID PRINCIPAL SHALL FAITHFULLY PERFORM THE DUTIES AND IN ALL THINGS COMPLY WITH THE ABOVE LISTED ORDINANCE APPERTAINING TO THE LICENSE THEN THIS OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

IT IS FURTHER PROVIDED THAT:

1. THE AGGREGATE LIABILITY OF THE SURETY UNDER THIS BOND SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) REGARDLESS OF THE NUMBER OF YEARS THIS BOND SHALL REMAIN IN EFFECT.
2. THIS BOND SHALL BE EFFECTIVE FROM SEPTEMBER 30, 1999 AND SHALL CONTINUE UNTIL CANCELLED BY THE SURETY SENDING A WRITTEN NOTICE OF CANCELLATION TO THE CITY CLERK, CITY OF GRAND ISLAND, NEBRASKA, AND AT THE EXPIRATION OF THIRTY (30) DAYS FROM THE MAILING OF SAID NOTICE, THIS BOND SHALL TERMINATE AND THE SURETY SHALL THEREUPON BE RELIEVED FROM ANY LIABILITY FOR ANY ACTS OR COMISSION OF THE PRINCIPAL SUBSEQUENT TO SAID DATE.
3. ANY CLAIM FOR DEFAULT ON THIS BOND MUST BE FILED IN WRITING WITH THE SURETY AT ITS HOME OFFICE, 701 - 5TH AVE, DES MOINES, IOWA, 50391-2006, PROMPTLY AND IN ANY EVENT WITHIN 60 DAYS AFTER THE OBLIGEE OR THEIR REPRESENTATIVE SHALL LEARN OF SUCH DEFAULT. SUIT THEREON SHALL NOT BE COMMENCED IN LESS THAN 120 DAYS OR MORE THAN 365 DAYS FROM THE DATE OF THE DEFAULT ON WHICH THE CLAIM IS BASED.

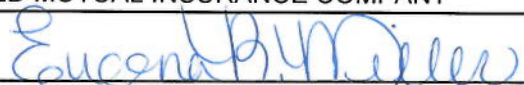
SIGNED, SEALED AND DATED THIS 30TH DAY OF SEPTEMBER, 1999

MID-NEBRASKA DISPOSAL, INC.

PRINCIPAL

X 

ALLIED MUTUAL INSURANCE COMPANY


ATTORNEY-IN-FACT EUGENA R. MILLER

KNOW ALL MEN BY THESE PRESENTS That ALLIED Mutual Insurance Company, a corporation organized under the laws of the State of Iowa, with its principal office in the City of Des Moines, Iowa, hereinafter called "Company", does hereby make, constitute and appoint **KRISTIE R. TALLON** **TYLER L. ADAMS**
EUGENA R. MILLER

LINCOLN, NE

each in his individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS

(\$ 4,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.4 Instruments Issued by the Corporation. Bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and insurance endorsements, issued by the Corporation shall be validly executed and binding on the Corporation when signed by the President or a Vice President or by the Attorney(s)-In-Fact appointed by the President or by a Vice President."

"Section 7.5 Appointment of Agents. The President or a Vice President shall have the power to appoint agents of the Corporation, or other persons, as Attorney(s)-In-Fact to act on behalf of the Corporation in the execution of bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and endorsements, with full power to bind the Corporation by their signature and execution of any such instrument. The appointment of such Attorney(s)-In-Fact shall be accomplished by Powers of Attorney signed by the President or the Vice President."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.6 Verifications. The Secretary, or any Assistant Secretary, is authorized to certify that any such Power of Attorney signed is validly executed and binding on the Corporation and to certify that any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, to which the Power of Attorney is attached is and shall continue to be a valid and binding obligation of the Corporation, according to its terms, when executed by Attorney(s)-In-Fact appointed by the President or Vice President."

"Section 7.7 Use of Corporate Seal. It shall not be necessary to the valid execution and binding effect on the Corporation of any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, signed on behalf of the Corporation by the President or a Vice President, or Attorney(s)-In-Fact appointed by the President or a Vice President, or of any Power of Attorney executed on behalf of the Corporation appointing Attorney(s)-In-Fact to act for the Corporation, or of any certificate to be executed by the Secretary or an Assistant Secretary, as hereinabove in Sections 7.4, 7.5, and 7.6 provided, that the corporate seal be affixed to any such instrument, but the person authorized to sign such instrument may affix the corporate seal. A facsimile corporate seal affixed to any such instrument shall be as effective and binding as the original seal."

"Section 7.8 Other Facsimile Signatures. A facsimile signature of the President or of a Vice President affixed to any bond, undertaking, or obligatory instrument of similar nature, other than policies and endorsements, or to a Power of Attorney signed by such President or a Vice President, as herein in Sections 7.4 and 7.5 provided, or a facsimile signature of the Secretary or of an Assistant Secretary to any certificate as herein in Section 7.6 provided, shall be effective and binding upon the Corporation with the same force and effect as the original signatures of any such officers."

"Section 7.9 Former Officers. A facsimile signature of a former officer shall be of the same validity as that of an existing officer, when affixed to any insurance policy or insurance endorsement, any bond or undertaking, any Power of Attorney or certificate, as herein in Sections 7.1, 7.2, 7.4, 7.5, and 7.6 provided."

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 10 day of JULY, 1998

ALLIED MUTUAL INSURANCE COMPANY

By: *Brett E. Harman* Vice President

STATE OF IOWA
COUNTY OF POLK ss

On this 10 day of JULY, 1998, before me personally came Brett Harman, to me known, who, being by me duly sworn, did depose and say that he is Vice President of ALLIED Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he has signed his name thereto pursuant to like authority, and acknowledged the same to be the act and deed of said corporation.



Patricia M. Vermace
Notary Public in and for the State of Iowa

CERTIFICATE

I, the undersigned, Secretary of ALLIED Mutual Insurance Company, a corporation organized under the laws of the State of Iowa, do hereby certify that the foregoing Power of Attorney is still in force, and further certify that Sections 7.4 through 7.9 inclusive of Article 7 of the By-Laws of the Company set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the company this 2nd day of August, 1999

06712

Bd 1 (03-97) 00

This Power of Attorney expires
07/10/01



Sally J. Malloy
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

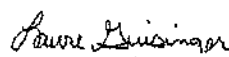
PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE: (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:
INSURED Mid-Nebraska Disposal, Inc. 3080 W 2nd St Grand Island, NE 68803		INSURER(S) AFFORDING COVERAGE INSURER A: AMCO INS CO 19100 INSURER B: WEST BEND MOT INS CO 15350 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 49336894 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & NonContributor GEN'L AGGREGATE LIM'T APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GLA03036542002	04/01/17	04/01/18	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CA-9948 <input checked="" type="checkbox"/> MCS-90		BAA3036542002	04/01/17	04/01/18	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		CBA3036542002	04/01/17	04/01/18	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	207690203	04/01/17	04/01/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Insurance Verification. Copy of Policy available upon request.

CERTIFICATE HOLDER City of Grand Island Attn: Renee Edwards City Hall 100 E First St Grand Island, NE 68801 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)
TApplegetwds
49336894

The ACORD name and logo are registered marks of ACORD



Application for Haulers License

1 Type of License Required:

- a. ☐ Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
b. ☒ Refuse Haulers License (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Full Circle Roll-offs

Business Address

1839 E 44th Grand Island

Business Telephone

308-384-4418

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-384-4418

* Name Used on Vehicles (Sec. 17-18)

Full Circle Roll-offs

3 Residency Certification:

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tom Ummel - 567 S Stoke Rd

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. ☒ List of Vehicles (Section 17-26)
b. ☒ Certificate of Insurance (Section 17-29)
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-30)
d. ☒ License Fee: Garbage - \$225.00; Refuse - \$75.00 (Section 17-23)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-24 (D))
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9-18-17

Date

Tom Ummel

Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder-Rosacker-McCue & Huston 509 W. Koenig St. Grand Island, NE 68801	CONTACT NAME: Jeanne Prince	
	PHONE (A/C, No, Ext): (308) 382-2330 or 800-658-4200 FAX (A/C, No): (308) 382-7109	
	E-MAIL ADDRESS: jprince@ryderinsurance.com	
INSURED Heartland Disposal and Full Circle Rolloff Heartland Disposal Inc dba 1839 E 4th St Grand Island, NE 68803	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire Group	13021
	INSURER B : Guarantee Insurance Company	11398
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		60448434	6-29-17	6-29-18	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:					\$ 1,000,000
A	AUTOMOBILE LIABILITY		60448434	6-29-17	6-29-18	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Pollution Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	60448434	6-29-17	6-29-18	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCP101849201	08-06-17	08-06-18	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Grand Island is an additional insured when required by executed written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Grand Island Attn: Building Inspection Dept PO Box 1968 Grand Island, NE 68802-1968 Fax: (308)385-5423	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Katie Folkert</i> <KF>

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ACORD 25 (2014/01)

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Application for Haulers License

1 Type of License Required:

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☒ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

O'Neill Transportation & Equipment
7100 West old Potash Ada NE
308-384-1690. 6880.

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-384-1690.

* Name Used on Vehicles (Sec. 17-18)

O'Neill Transportation & Equipment

3 Residency Certification:

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☐ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. ☒ List of Vehicles (Section 17-26)
b. ☒ Certificate of Insurance (Section 17-29)
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-30)
d. ☐ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-23)
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/20/2017

9/15/2017.

Date


Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSUR 1004 N Diers Ave Ste 140 PO Box 5884 Grand Island NE 68802-5884	CONTACT NAME: Rosemary Johns PHONE (A/C, No, Ext): (308)382-8000 FAX (A/C, No): (308)384-3417 E-MAIL ADDRESS: rjohns@insurinc.com
INSURED O'Neill Transportation & Equipment, LLC; O'Neill Wood Resources P O Box 290 Alda NE 68810	INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Insurance Group INSURER B: Columbia National Insurance Co INSURER C: Scottsdale INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1772634294 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	Y		CMPNE0000018039	07/25/2017	07/25/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED HIRED AUTOS ONLY <input type="checkbox"/> AUTOS NON-OWNED AUTOS ONLY			CAPNE0000016039	07/25/2017	07/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CXS0003871	07/25/2017	07/25/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Grand Island Attn: Building Inspection Dept PO Box 1968 Grand Island NE 68802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2016/03)

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City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-3

**#2017-254 - Approving Preliminary Plat, Final Plat and
Subdivision Agreement for Millennial Estates Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 26, 2017

Subject: Millennial Estates – Preliminary and Final Plat

Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located north of 13th Street and east of North Road in the City of Grand Island, in Hall County, Nebraska. It consists of 153 lots (preliminary) and 38 lots (final) and 49.8 acres (preliminary) and 15.68 acres (final).

Discussion

The preliminary and final plat for Millennial Estates Subdivision was considered by the Regional Planning Commission at the September 26, 2017 meeting.

From the Regional Planning Commission minutes:

Nabity said this subdivision first came forward about 10 years ago by developer Joel Shafer. The Starostka family is now moving forward with the project for single-family lots. Amos Anson spoke in favor of the development. Ruge said he would have liked to see Sagewood Avenue be connected instead of having a T intersection on the north end that will lead to headlights in front windows of houses built there.

A motion was made by Robb and seconded by Rainforth to approve the preliminary and final plat for Millennial Estates Subdivision.

The motion for the preliminary plat carried with eleven members in favor (Apfel, Allan, O'Neill, Maurer, Robb, Monter, Rainforth, Rubio, Sears, Randone and Kjar) and one member voting no (Ruge) and no one abstaining.

The motion for the final plat carried with twelve members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Sears, Randone and Kjar) and no members voting no or abstaining.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Starostka Group Unlimited, Inc.
429 Industrial Lane
Grand Island, NE 68803

To create 153 lots (preliminary) and 38 lots (final) located north of 13th Street and east of North Road, in the City of Grand Island, in Hall County, Nebraska.

Size: 49.8 acres (preliminary) and 15.68 acres (final)

Zoning: R-4 High Density Residential

Road Access: City Roads. The streets will be 32-feet wide with parking one-side only.

Water Public: City water is available.

Sewer Public: City sewer is available.



MILLENNIAL ESTATES
SUBDIVISION
PRELIMINARY PLAT
AUGUST 2017

SHEET 1 OF 3
LOT LAYOUT

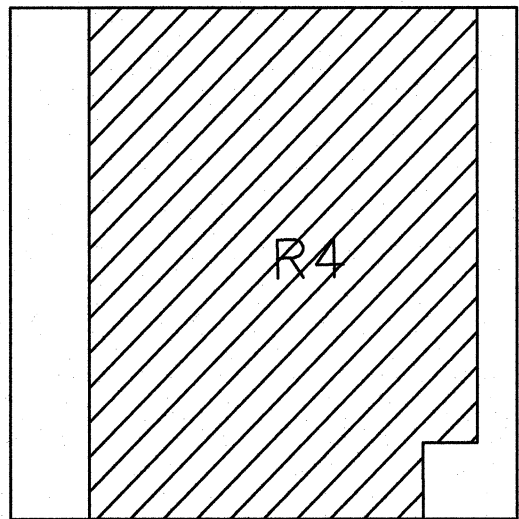
SUBDIVISION AREA = 49.6 ACRES

LOT USAGE
151 LOTS
2 OUTLOTS

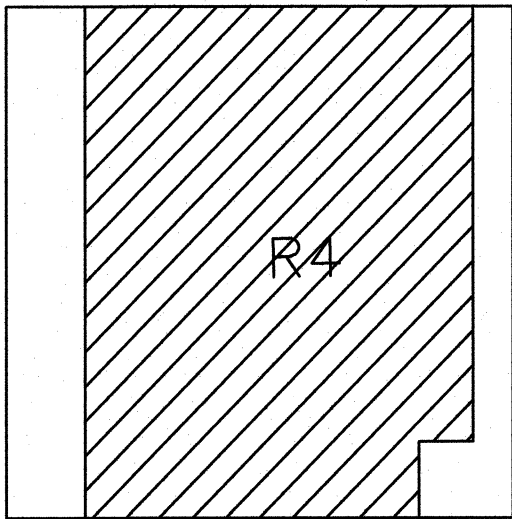
OWNER / DEVELOPER
STAROSTKA GROUP UNLIMITED, INC
429 INDUSTRIAL LANE
GRAND ISLAND, NE 68803

ENGINEER/LAND SURVEYOR
OLSSON ASSOCIATES
201 E. 2ND ST.
GRAND ISLAND, NE 68802

EXISTING ZONING



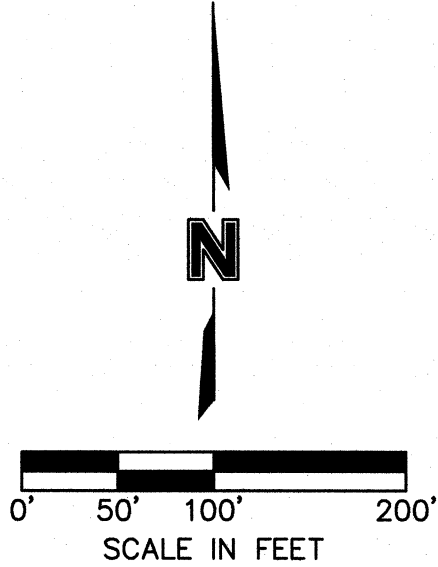
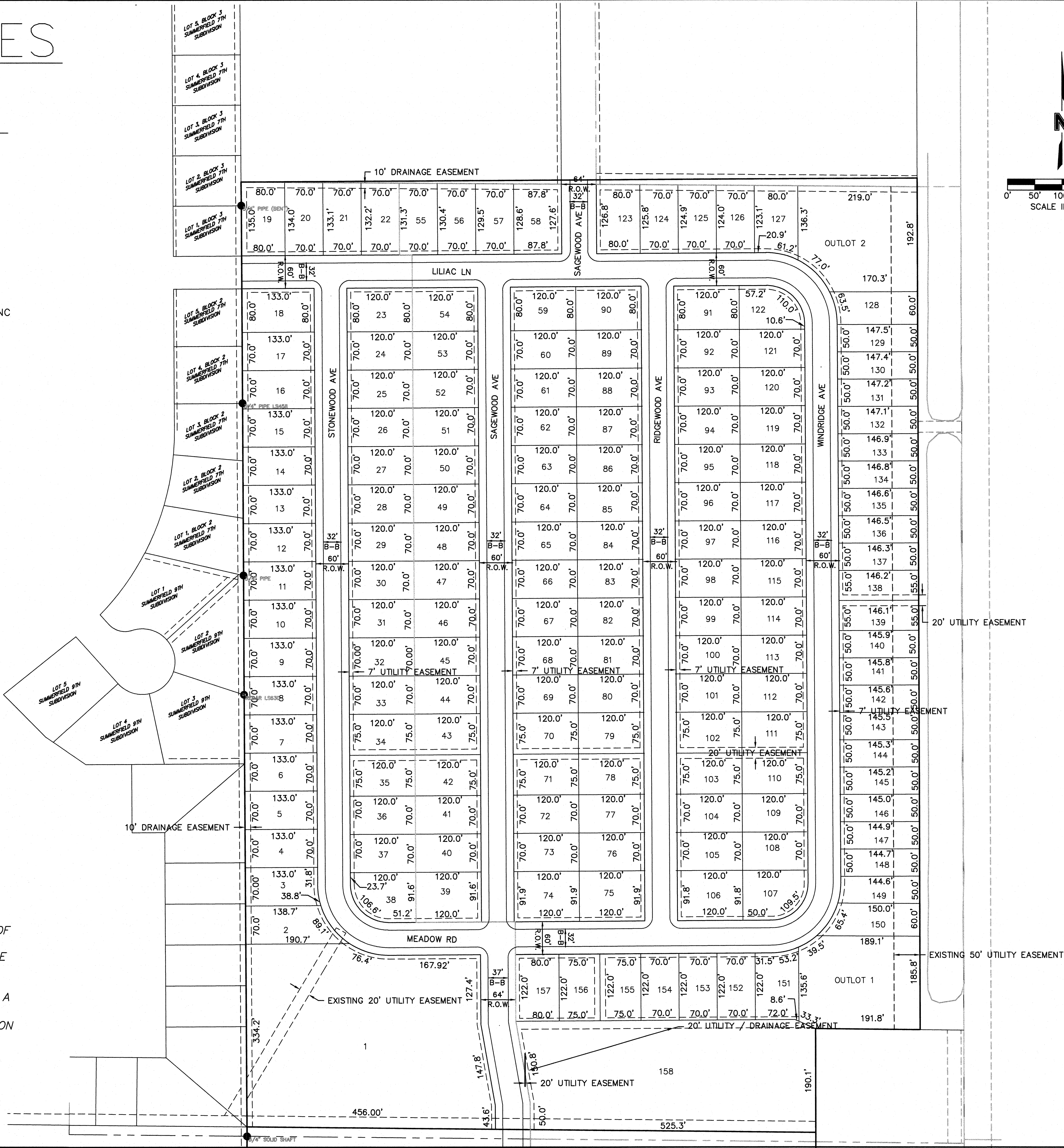
PROPOSED ZONING



- PHASING BOUNDARY
- - - - - PROPOSED PROPERTY LINE
- - - - - PROPOSED EASEMENT LINE
- - - - - FLOOD PLAIN ZONE BOUNDARY
- - - - - EXISTING PROPERTY LINE
- - - - - EXISTING EASEMENT LINE
- - - - - WATER MAIN
- - - - - SANITARY SEWER
- - - - - STORM SEWER
(M) MEASURED DISTANCE
(R) RECORDED DISTANCE
● FOUND PROPERTY CORNER

A TRACT OF LAND LOCATED IN THE E1/2 OF THE SW1/4 OF SECTION 12, T11N, R10W OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF SECTION 12, T11N, R10W OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; SAID POINT BEING THE POINT OF BEGINNING; THENCE N01°45'38"W A DISTANCE OF 1779.35 FEET; THENCE EAST ALONG THE SOUTH LINE OF STARLITE SUBDIVISION A DISTANCE OF 1241.05 FEET; THENCE S01°37'32"E A DISTANCE OF 1542.87 FEET; THENCE S89°06'54"W A DISTANCE OF 191.82 FEET; THENCE S01°31'34"E A DISTANCE OF 239.96 FEET; THENCE S89°08'02"W, 1044.50 FEET ON THE SOUTH LINE OF SECTION 12 TO THE POINT OF BEGINNING, CONTAINING 2,160,226 SQUARE FEET OR 49.59 ACRES MORE OR LESS.



OLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072

TEL 308.384.8750
FAX 308.384.8752
www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

LOT LAYOUT	2017
MILLENNIAL ESTATES SUBDIVISION PRELIMINARY PLAT	GRAND ISLAND, NEBRASKA

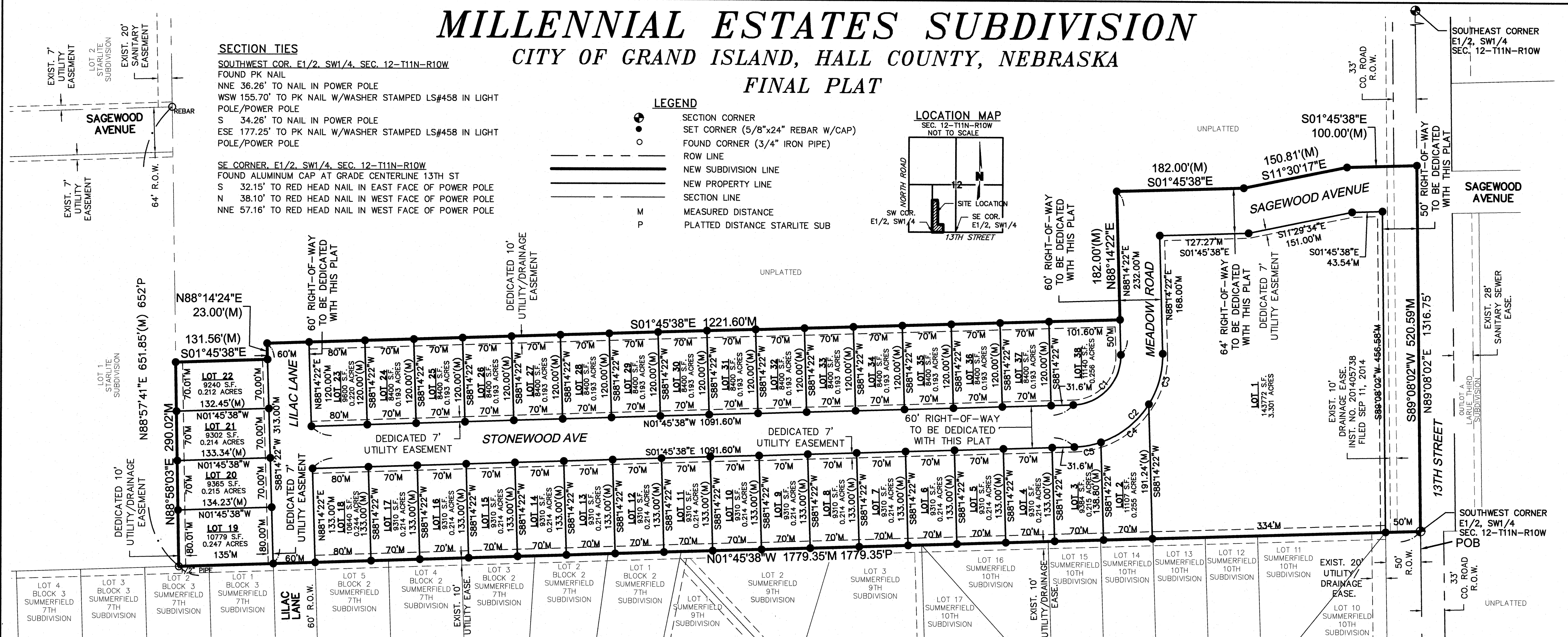
drawn by: BJD
checked by: BJD
approved by: BJD
QA/QC by: BJD
project no.: 16-0951
drawing no.:
date: 8.17.2017

SHEET
1 of 3

MILLENNIAL ESTATES SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE E1/2, SW1/4 OF SECTION 12-T11N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON A ASSUMED BEARING OF N01°45'38"W, ALONG SAID WEST LINE OF THE E1/2, SW1/4, A DISTANCE OF 1779.35 FEET TO THE SOUTHWEST CORNER OF LOT 1, STARLITE SUBDIVISION; THENCE N88°58'03"E, ALONG THE SOUTH LINE OF SAID LOT 1, STARLITE SUBDIVISION, A DISTANCE OF 290.02 FEET; THENCE S01°45'38"E A DISTANCE OF 131.56 FEET; THENCE N88°14'24"E A DISTANCE OF 23.00 FEET; THENCE S01°45'38"E A DISTANCE OF 1221.60 FEET; THENCE N88°14'22"E A DISTANCE OF 182.00 FEET; THENCE S01°45'38"E A DISTANCE OF 182.00 FEET; THENCE S11°30'17"E A DISTANCE OF 150.81 FEET; THENCE S01°45'38"E A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTH LINE OF SAID E1/2, SW1/4; THENCE S89°08'02"W, ALONG SAID SOUTH LINE OF THE E1/2, SW1/4, A DISTANCE OF 520.59 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 636,546.24 SQUARE FEET OR 14.613 ACRES MORE OR LESS OF WHICH 3.542 ACRES IS NEW DEDICATED ROAD ROW.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2017, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

OWNERS: STAROSTKA GROUP UNLIMITED, INC. & BLENDER, LLC
SUBDIVIDER: STAROSTKA GROUP UNLIMITED, INC. & BLENDER, LLC
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 38

OLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2016-0951
STAROSTKA GROUP
13TH STREET SURVEY
FB GI 2016-2

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION, AND BLENDER, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**MILLENNIAL ESTATES SUBDIVISION**" IN PART OF EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,

_____, THIS _____ DAY OF _____, 2017 AT _____, NEBRASKA
DANNY STAROSTKA, PRESIDENT, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION

_____, THIS _____ DAY OF _____, 2017 AT _____, NEBRASKA
RICK JOHNSON, SOLE MEMBER, BLENDER, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL

ON THIS _____ DAY OF _____, 2017, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED **DANNY STAROSTKA, PRESIDENT, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION**, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

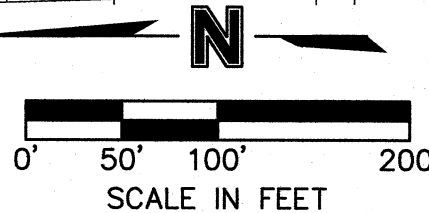
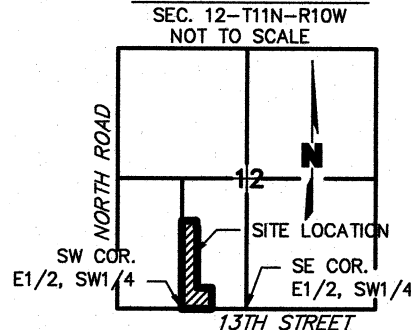
ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL

ON THIS _____ DAY OF _____, 2017, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED **RICK JOHNSON, SOLE MEMBER, BLENDER, LLC, A NEBRASKA LIMITED LIABILITY COMPANY**, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

LOCATION MAP



APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRMAN _____ DATE _____
APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA
THIS _____ DAY OF _____, 2013.
MAYOR _____
CITY CLERK _____

RESOLUTION 2017-254

WHEREAS Danny Starostka, president, Starostka Group Unlimited, Inc., a Nebraska corporation and Rick Johnson, sole member, Blender, LLC, a Nebraska limited liability company, being the said owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "MILLENNIAL ESTATES SUBDIVISION", a subdivision on a tract of land located in part of the East Half of the Southwest Quarter (E1/2 SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of MILLENNIAL ESTATES SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-4

#2017-255 - Approving Final Plat and Subdivision Agreement for Eberl Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Interjurisdictional Planning Commission

Meeting: September 26, 2017

Subject: Eberl Subdivision – Final Plat

Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located north of Fort Kearney Road and east of Beck Road in the two-mile extraterritorial jurisdiction of Grand Island, in Merrick County, Nebraska. It consists of two lots and 4.47 acres.

Discussion

The final plat for Eberl Subdivision was considered by the Interjurisdictional Planning Commission at the September 6, 2017, meeting. A motion was made by Sears and seconded by Rubio to recommend approval of the plat for Eberl Subdivision as presented. Four members present voted in favor of the motion (Riblett, Gamblin, Sears and Rubio).

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 final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Rick and Michele Eberl
215 Fort Kearney Road
Grand Island, NE 68801

To create two lots east of Beck Road and north of Fort Kearney Road, in the two-mile extraterritorial jurisdiction of Grand Island, in Merrick County, Nebraska.

Size: 4.47 acres

Zoning: TA Transitional Agriculture

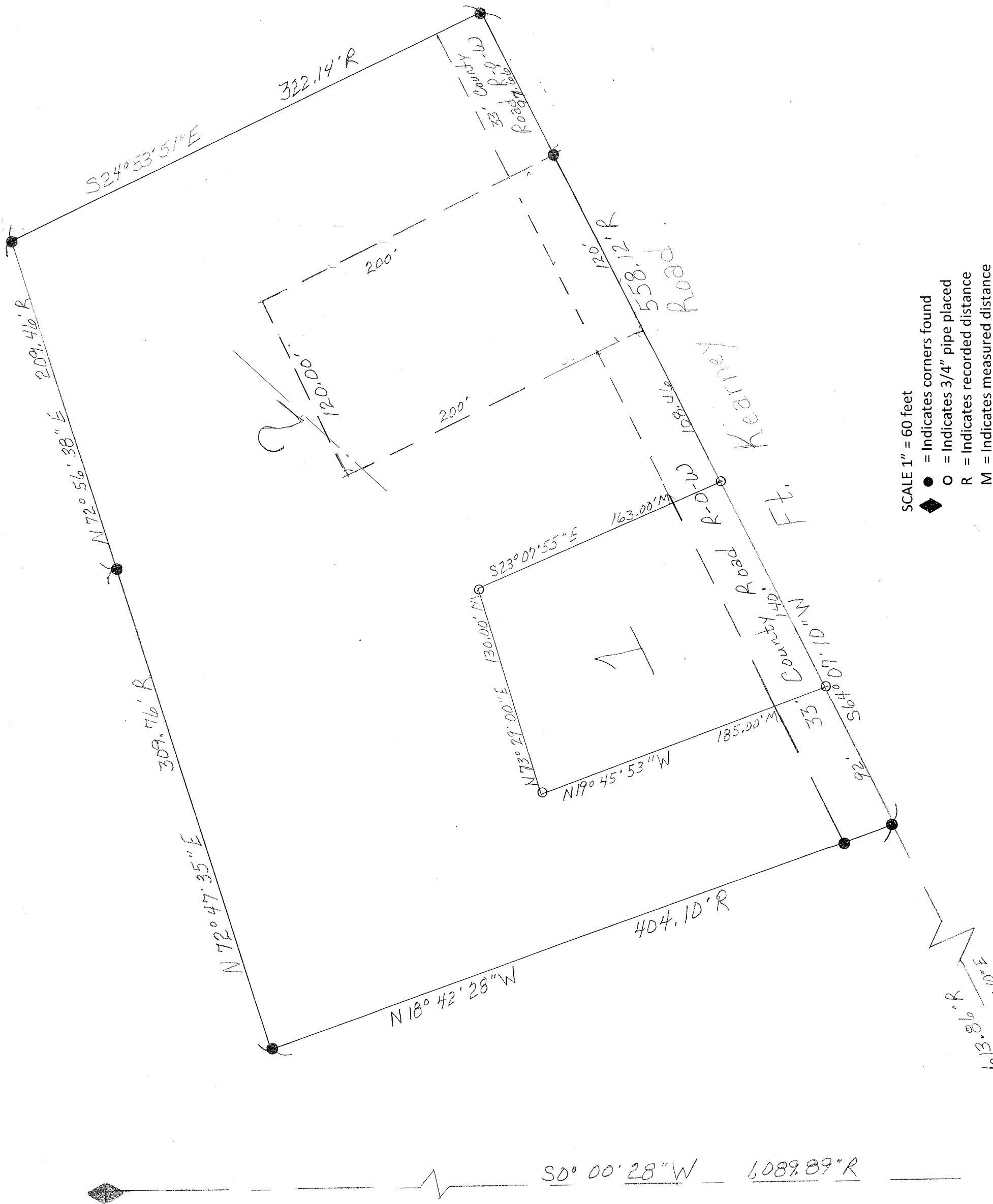
Road Access: County roads are available

Water Public: City water is not available

Sewer Public: City sewer is not available



NW cor. Sec. 8,11-8
Found 3/4 " Iron pipe
E-32.65' Conc. WC
SE-48.10' NPP
SW-46.65' Conc. WC
NW-46.75' Conc. WC



SCALE 1" = 60 feet
● = Indicates corners found
○ = Indicates 3/4" pipe placed
R = Indicates recorded distance
M = Indicates measured distance

Legal Description

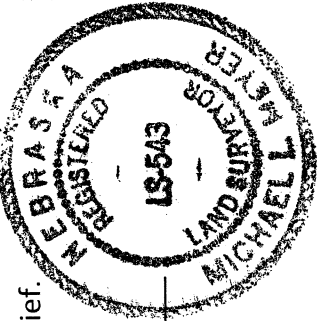
A tract of land comprising a part of Lot Two (2) in Section Eight (8), Township Twelve (12) North, Range Eight (8) West of the 6th P.M. lying North of Ft. Kearney Road, Merrick County, Nebraska, more particularly described:

First to ascertain the actual point of beginning, start at the Northwest corner of said Lot Two (2); thence South 00°00'28" West along and upon the West line of said Lot Two (2) a distance of One Thousand Eighty-Nine and Eighty-Nine Hundredths (1,089.89) feet; thence North 64°07'10" East a distance of Six Hundred Thirteen and Eighty-Six Hundredths (613.86) feet to the actual point of beginning; thence North 18°42'28" West a distance of Four Hundred Four and Ten Hundredths (404.10) feet; thence North 72°47'35" East a distance of Three Hundred Nine and Seventy-Six Hundredths (309.76) feet; thence North 72°56'38" East a distance of Two Hundred Nine and Forty-Six Hundredths (209.46) feet; thence South 24°53'51" East a distance of Three Hundred Twenty-Two and Fourteen Hundredths (322.14) feet; thence South 64°07'10" West a distance of Five Hundred Fifty-Eight and Twelve Hundredths (558.12) feet to the point of beginning and containing 4.47 acres, more or less, of which 0.42 acre, more or less, is currently occupied by public road right-of-way.

Surveyor's Certificate

I hereby certify that on August 15, 2017 I have surveyed and staked as shown on the above plat, and that the measurements as shown are true and correct to the best of my knowledge and belief.

Michael L. Meyer
Michael L. Meyer, L.S. No. 543
County Surveyor



Approvals

Submitted to and approved by the Inter Jurisdictional Planning Commission of the City of Grand Island and Merrick County, Nebraska.

Chairman _____ Date _____
Approved and accepted by the Merrick County Board of Supervisors, Merrick County, Nebraska, this _____ day of _____, 2017.

Chairman of the Board _____ County Clerk _____
Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2017.
Mayor _____ City Clerk _____

Dedication

KNOW ALL MEN BY THE PRESENTS, that Rick Eberl and Michele Eberl, husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, plotted and designated as 'EBERL SUBDIVISION', Merrick County, Nebraska, as shown on the accompanying plat thereof, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at _____, Nebraska, this _____ day of _____, 2017.

Rick Eberl, Owner
Acknowledgement

State Of _____ s.s.
County of _____

On the _____ day of _____, 2017, before me
Rick Eberl and Michele Eberl, husband and wife, and to me personally known to be the identical persons whose signatures are affixed hereto, and that did acknowledge the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of _____, Nebraska on the date last above written.

My commission expires _____

State of Nebraska) _____ Notary Public
County of Merrick) s.s.

This is to certify that this instrument was filed for record in the Registered of Deeds office this _____ day of _____, 2017 at _____ o'clock, and is duly recorded in Plat Book _____ Page _____
Instrument Number _____

Register of Deeds _____ Deputy _____

EBERL SUBDIVISION
MERRICK COUNTY, NEBRASKA

RESOLUTION 2017-255

WHEREAS, Rick and Michele Eberl, husband and wife, being the said owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "EBERL SUBDIVISION", to be laid out into two lots, a tract of land comprising a part of Lot Two (2) in Section Eight (8), Township Twelve (12) North, Range Eight (8) West of the 6th P.M., in the two-mile jurisdiction of the City of Grand Island, Merrick County Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of EBERL SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-5

**#2017-256 - Approving Final Plat and Subdivision Agreement for
Leifeld Second Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Interjurisdictional Planning Commission
Meeting: September 26, 2017
Subject: Leifeld Second Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located west of Worms Road and north of “D” Road, in the two-mile extraterritorial jurisdiction of Grand Island, in Merrick County, Nebraska. It consists of two lots and 10.27 acres.

Discussion

The final plat for Leifeld Second Subdivision was considered by the Interjurisdictional Planning Commission at the September 6, 2017 meeting. A motion was made by Sears and seconded by Gamblin to recommend approval of the plat for Leifeld Second Subdivision as presented. Four members present voted in favor of the motion (Riblett, Gamblin, Sears and Rubio).

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 final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Clinton Rempe
858 Worms Road
Grand Island, NE 68801

To create 2 lots west of Worms Road and north of “D” Road, in the two mile extraterritorial jurisdiction of Grand Island, in Merrick County, Nebraska.

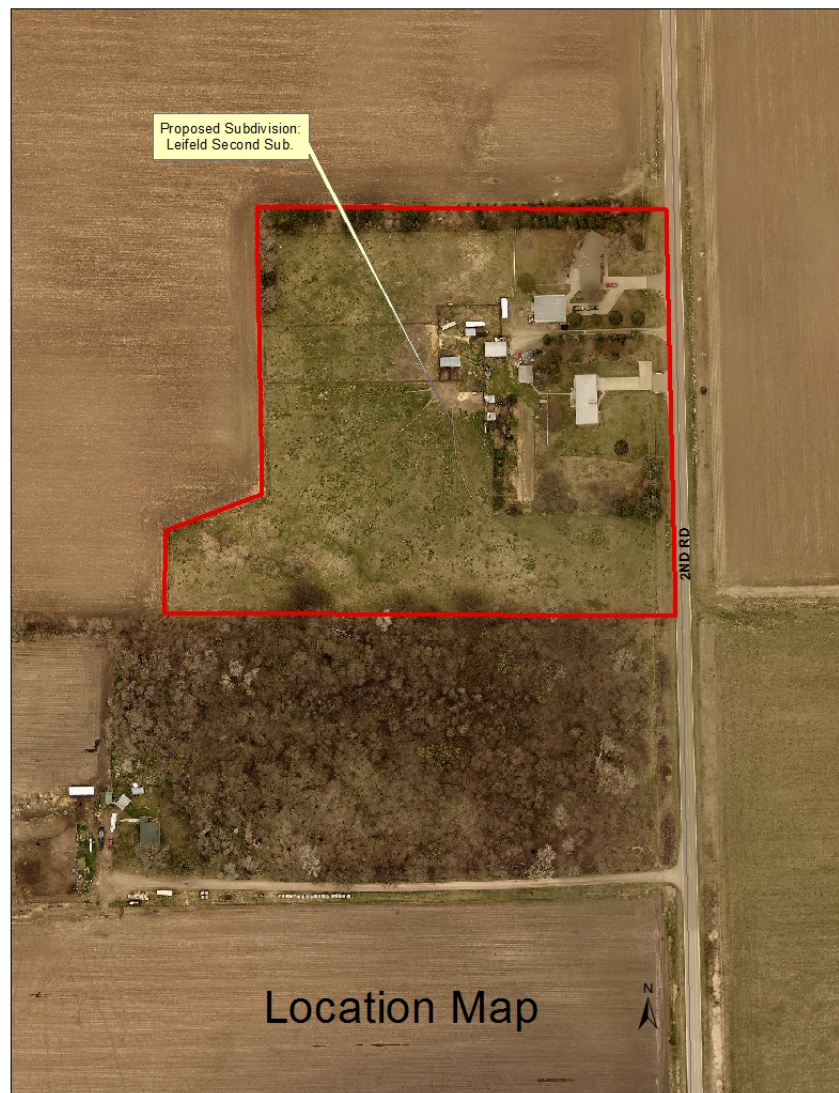
Size: 10.27 acres

Zoning: AG-1 Primary Agriculture

Road Access: County roads are available

Water Public: City water is not available

Sewer Public: City sewer is not available







N1/4 cor. Sec. 30, 12-8
Found ½" pipe
S-32.94' Conc. WC
N-32.84' Conc. WC
SW-37.07' Nail top of
sawed off PP
Corner in line with
powerline south

C1/4 cor. Sec. 30,12-8
Found 1/2" Iron Pipe
N-33.7' Nail in PP
N-1320.05' Nail in PP
S-4.40' Nail in FCP
SE-12.75' 1.5' Adan.
Gas Riser Pipe

SCALE 1" = 100 feet

 = Indicates corners found

 = Indicates 3/4" pipe placed

M = Indicates measured distance

R = Indicates recorded distance

Legal Description

A tract of land comprising a part of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) in Section Thirty (30), Township Twelve (12) North, Range Eight (8) West of the 6th P.M., Merrick County, Nebraska, more particularly described:

First to ascertain the actual point of beginning, start at the Southeast corner of said Southeast Quarter of the Northeast Quarter (SE1/4/NE1/4); thence North 89°44'42" West a distance of Thirty-Three (33.00) feet to the actual point of beginning; thence North 0°16'11" West along and upon the West line of Deeded Road Eight-of-way a distance of Six Hundred Sixty-One and Twenty-Seven Hundredths (661.27) feet; thence North 89°39'45"50" West a distance of Six Hundred Thirty-Three and Thirty-Seven Hundredths (633.37) feet; thence South 0°16'11" East a distance of One Hundred Ninety (190.00) feet; thence South 01°03'32" East a distance of Two Hundred Seventy-Three and Fifty-Two Hundredths (273.52) feet; thence South 76°37'33" West a distance of One Hundred Sixty-Nine and Seven Hundredths (169.07) feet; thence South 02°07'04" West a distance of One Hundred Fifty-Eight and Three Hundredths (158.03) feet to a point on the South line of said Southeast Quarter of the Northeast Quarter (SE1/4/NE1/4); thence South 89°44'42" East along and upon the South line of said Southeast Quarter of the Northeast Quarter (SE1/4/NE1/4) a distance of Eight Hundred and Eighty-Four Hundredths (800.84) feet to the point of beginning and containing 10.27 acres, more or less.

Surveyor's Certificate

I hereby certify that on August 17, 2017 I have surveyed and staked as shown on the above plat, and that the measurements as shown are true and correct to the best of my knowledge and belief.

Michael L. Meyer, L.S. No. 543
County Surveyor

approvals

Submitted to and approved by the Inter Jurisdictional Planning Commission of the City of Grand Island and
terrick County, Nebraska.

Chairman

Date _____

Approved and accepted by the Merrick County Board of Supervisors, Merrick County, Nebraska, this _____ day of _____, 2017.

Chairman Of The Board

County Clerk

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2017.

avor

City Clerk

This is to certify that this instrument was filed for record in the Registered of Deeds office this _____ day of _____, 2017 at _____ o'clock, and is duly recorded in Plat Book _____ Page _____ instrument Number _____

Register of Deeds

Deputy

LEIFELD 2nd SUBDIVISION
MERRICK COUNTY, NEBRASKA

RESOLUTION 2017-256

WHEREAS, William J. Lammert and Judith E. Lammert, husband and wife, and Clinton Rempe and Andrea Rempe, husband and wife, being the said owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "LEIFLED SECOND SUBDIVISION", to be laid out into two lots, a tract of land comprising a part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) in Section Thirty (30), Township Twelve (12) North, Range Eight (8) West of the 6th P.M., in the two-mile jurisdiction of the City of Grand Island, Merrick County Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owners of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of LEIFELD SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-6

#2017-257 - Approving Final Plat and Subdivision Agreement for Meadow Lane Seventh Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 26, 2017

Subject: Meadow Lane 7th Subdivision – Final Plat

Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located north of Highway 34 and west of Shady Bend Road in the two-mile jurisdiction of the City of Grand Island, in Hall County, Nebraska. It consists of 6 lots and 11.68 acres.

Discussion

The plat for Meadow Lane 7th Subdivision, Final Plat was considered by the Regional Planning Commission at the September 6, 2017 meeting.

A motion was made by Ruge and seconded by Apfel to approve the plat as presented.

A roll call vote was taken and the motion passed with 11 members present and voting in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Rainforth, Rubio, Sears, Randone and Kjar) and one member voting no (Monter) and no members abstaining.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Niedfelt Property Management LLC
PO Box 1445
Grand Island, NE 68802

To create 6 lots located north of Highway 34 and west of Shady Bend Road, in the two-mile zoning jurisdiction of the City of Grand Island, in Hall County, Nebraska.

Size: 11.68 acres

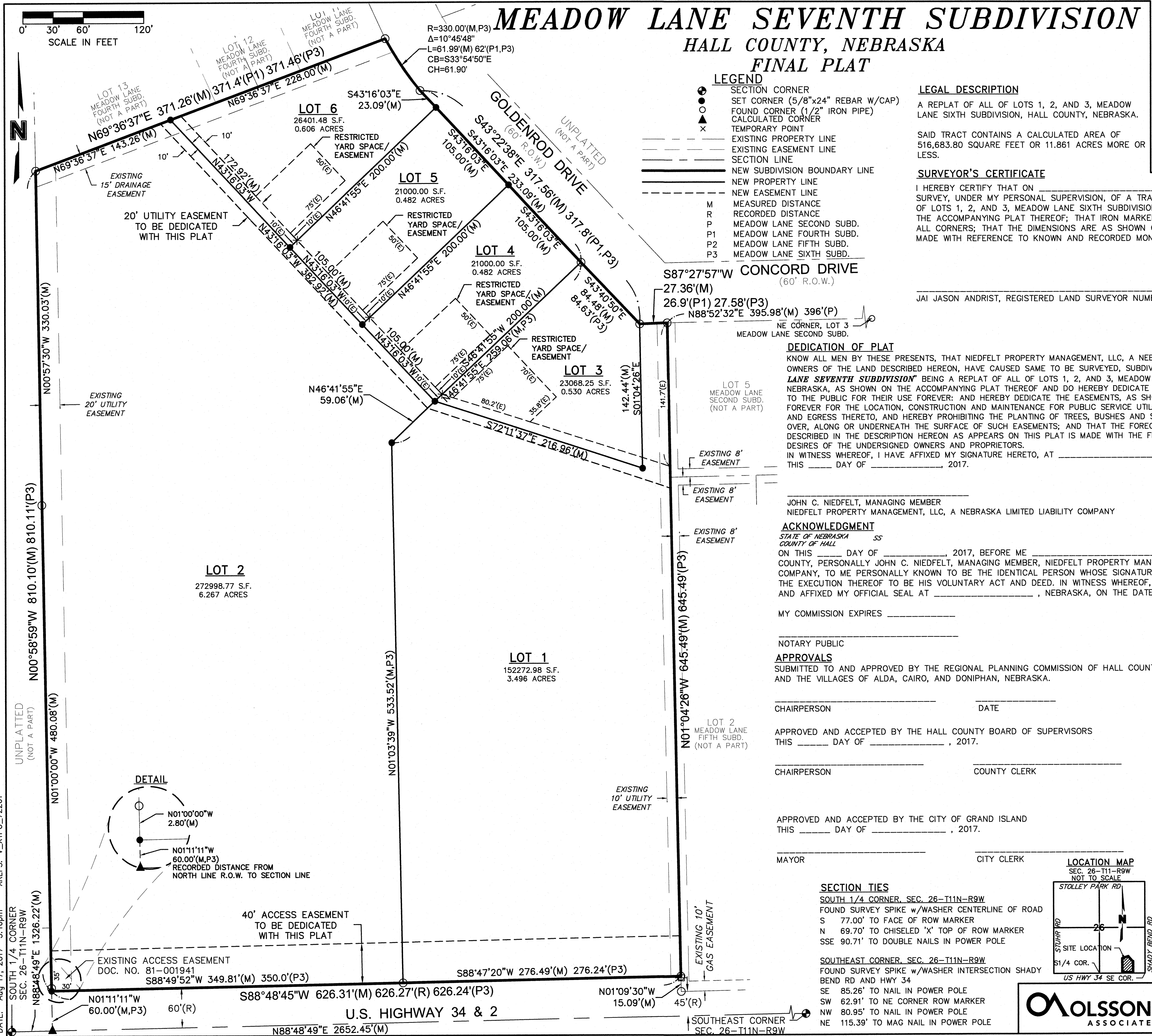
Zoning: LLR Large Lot Residential and B-2 – General Business (proposed)

Road Access: County Roads and State Highway is available.

Water Public: City water is not available.

Sewer Public: City sewer is not available.





RESOLUTION 2017-257

WHEREAS Niedfelt Property Management, being the owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "MEADOW LANE SEVENTH SUBDIVISION", a subdivision being all of Lots One (1), Two (2) and Three (3) of Meadow Lane Sixth Subdivision, in the two-mile extraterritorial jurisdiction of the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of MEADOW LANE SEVENTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-7

**#2017-258 - Approving Bid Award - Water Main District 470T -
NE Highway 2 & North Road**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 26, 2017

Subject: Water Main District 470T – Highway 2 and North Road

Presenter(s): Tim Luchsinger, Utilities Director

Background

Water Main District 470T was created to install a 12” diameter City water main along Nebraska Highway 2 from North Road, easterly for approximately one-half mile. The work was identified in the Utility Department’s Master Plan as a needed connection along the northerly side of the system. The district will be constructed as a connection fee district.

Discussion

Bidding documents were advertised in accordance with City Procurement Codes. Five bids were received and publicly opened at 2:00 p.m. on September 14, 2017. The bids have been reviewed and evaluated. None of the bidders took any exceptions to the contract’s documents.

Two of the bids did have minor calculation errors; however, these do not affect the overall ranking of the bids. Tabulated below are the As-Read Bid Price and the Evaluated Bid Price from each of the bidders:

Bidder	As-Read Bid Price	Evaluated Bid Price
Van Kirk Brothers Contracting Sutton, NE	\$142,231.24	\$142,285.24
EJM Pipe Services, Inc. Columbus, MN	\$170,021.00	\$170,021.00
The Diamond Engineering Co. Grand Island, NE	\$174,980.50	\$174,980.50
Starostka Group, Unlimited, Inc. Grand Island, NE	\$218,843.90	\$218,963.90
Myers Construction, Inc. Broken Bow, NE	\$256,613.00	\$256,613.00

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 bid award for construction of Water Main District 470T to Van Kirk Brothers Contracting of Sutton, Nebraska in the amount of \$142,285.24.

Sample Motion

Move to the bid award for construction of Water Main District 470T to Van Kirk Brothers Contracting of Sutton, Nebraska in the amount of \$142,285.24.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 14, 2017 2:00 P.M.
FOR: Water Main District 470T Nebraska Highway 2 And North Road
DEPARTMENT: Utilities
ESTIMATE: \$380,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: August 28, 2017
NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Myers Construction, Inc.</u> Broken Bow, NE
Bid Security:	Universal Surety Co.	Inland Insurance Co.
Exceptions:	None	None
Bid Price:	\$174,980.50	\$256,613.00

Bidder:	<u>Van Kirk Bros. Contracting</u> Sutton, NE	<u>EJM Pipe Services, Inc.</u> Columbus, MN
Bid Security:	Universal Surety Co.	Fidelity & Deposit Co.
Exceptions:	None	None
Bid Price:	\$142,231.24	\$170,021.00

Bidder:	<u>Starostka Group Unlimited, Inc.</u> Grand Island, NE
Bid Security:	Western Surety Co.
Exceptions:	None
Bid Price:	\$218,843.90

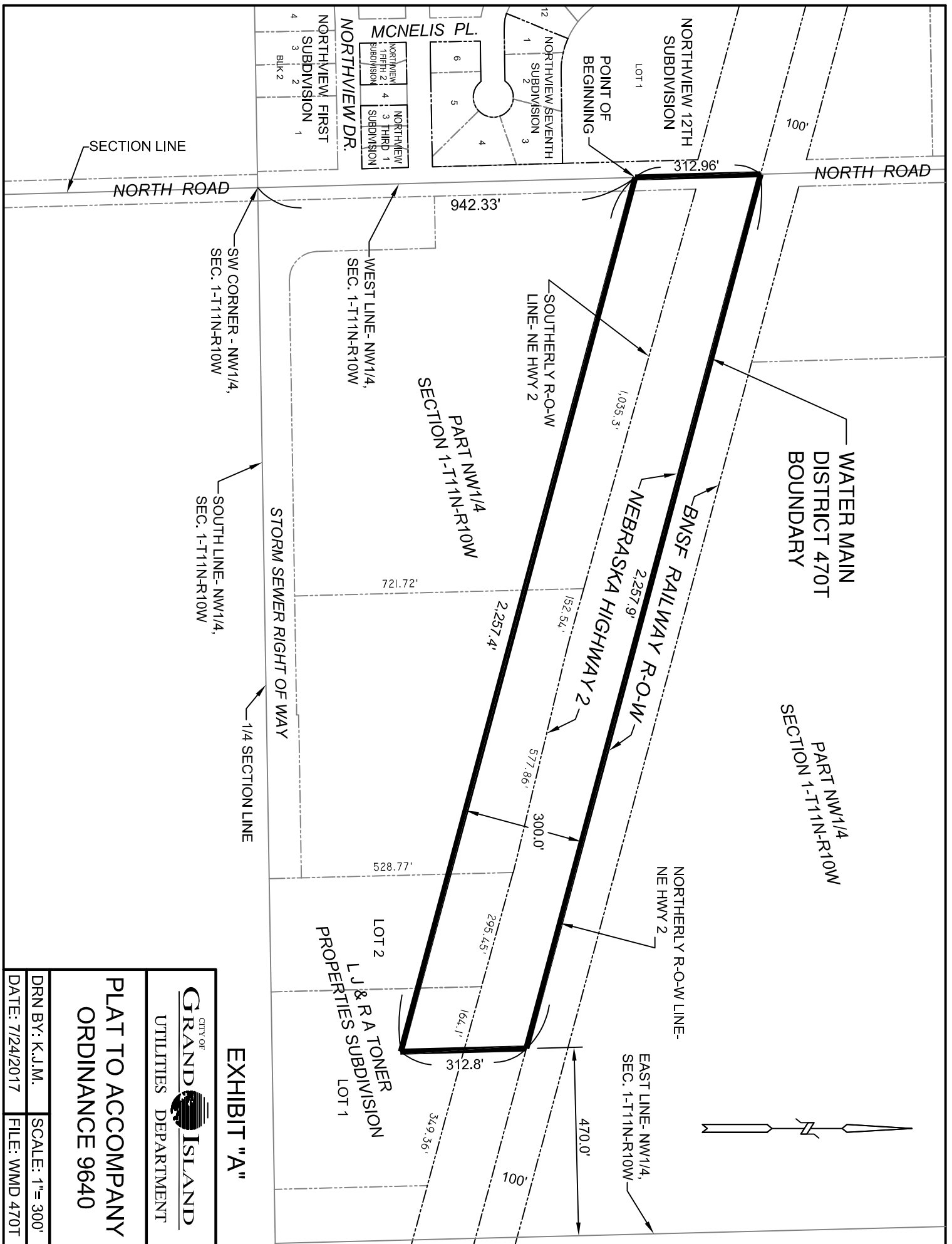
cc: Tim Luchsinger, Utilities Director

Pat Gericke, Utilities Admin Assist.

Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Renae Jimenez, Finance Director
Tom Barnes, Utility Civil Eng, Mgr.

P1992



RESOLUTION 2017-258

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main District 470T – NE Highway 2 and North Road, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 14, 2017, bids were received, opened and reviewed; and

WHEREAS, Van Kirk Brothers Contracting of Sutton, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$142,285.24; and

WHEREAS, the bid of Van Kirk Brothers Contracting is less than the estimate for construction of Water Main District 470T.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Van Kirk Brothers Contracting, in the amount of \$142,285.24, for construction of Water Main District 470T, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-8

#2017-259 - Approving Acquisition of Property at 523 E 19th Street (Butterfield)

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

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

RESOLUTION 2017-259

WHEREAS, the City is interested in acquiring property from Sandra Marie Butterfield, Lyndsay Butterfield and Candice Butterfield of Lincoln, Nebraska, for the Street Division of the Public Works Department; and more particularly described as follows:

The South 165 feet of Lot Thirty-Three (33), in Geer Subdivision to the City of Grand Island, Hall County, Nebraska, EXCEPT that portion deeded to Burlington northern Railroad Company by Warranty Deed recorded June 17, 1994 as Instrument No. 94-105210 and re-recorded June 29, 1994 as Instrument No. 94-105619 records of Hall County, Nebraska; and

WHEREAS, Section 19-709, R.R.S. 1943, authorizes the City to appropriate private property for use of the City for public facilities; and

WHEREAS, a public hearing for acquisition of such property was held on September 26, 2017 by the Grand Island City Council; and

WHEREAS, the parties have negotiated a purchase price for the property of \$2,800.00, to be paid by the City at closing; and

WHEREAS, Nebraska Title Company ("Escrow Agent"), as agents of the seller has prepared conveyance documents of such property; and

WHEREAS, the conveyance documents have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the acquisition of the above-described property from Sandra Marie Butterfield, Lyndsay Butterfield and Candice Butterfield of Lincoln, Nebraska, for the purchase price of \$2,800.00, is hereby approved; and

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-9

#2017-260 - Approving Purchase and Installation of Belt Filters 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 Treatment Plant Engineer

Meeting: September 26, 2017

Subject: Approving Purchase and Installation of Belt Filters for the Wastewater Division of the Public Works Department

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

Background

The Wastewater Division uses belt filters on rollers as part of the dewatering process in the treatment of sanitary sewer. These filters allow for the material to be compacted into a solid “cake” form and transported to the landfill for disposal.

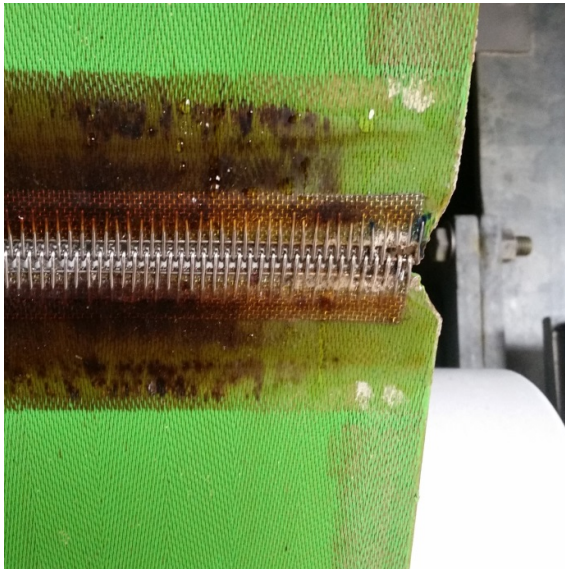
The current belt filters in place are deteriorating and in need of replacement to keep the belt filter press in optimal working condition.

Discussion

Wastewater staff has obtained quotes for the purchase and installation of new belt filters on the current press, which are shown below.

<i>Vendor</i>	<i>Belt Filters – Qty 4</i>	<i>Installation Labor</i>	<i>Installation Time</i>	<i>Total</i>
Alfa Laval of Houston, TX	\$12,100.00	\$8,500.00	4 days	\$20,600.00
National Filter Media (NFM) of Winthrop, ME	\$11,646.00	\$11,179.60	2 days	\$22,825.60
evoQua of Holland, MI	\$25,984.00	\$8,351.50	3 days	\$34,335.50

Based on the quotes submitted, which are attached for review, Wastewater staff recommend the purchase and installation be handled through National Filter Media (NFM) of Winthrop, Maine. The decision is due to the epoxy coated belt seam, which helps minimize tearing and extends the overall life of the belt as seam separation is one of the most common causes of failure. Below are pictures of an epoxy coated belt seam compared to a seam not coated in epoxy.



NFM filter



Competitor's filter

NFM is also providing one (1) supervisor and one (1) craftsman to handle the installation of both the upper and lower belts in a two (2) day timeframe. evoQua and Alfa Laval will provide one (1) field person each for the belt installation and will take three (3) and four (4) days respectively to perform such work. The work being done by NFM will eliminate unnecessary downtime of the belt filter press and will allow for operations to resume in an efficient manner. The total price difference between the lowest bid received from Alfa Laval and NFM (2nd low bid) is \$2,225.60, which will be offset by the shortened timeframe of the two (2) days for installation.

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 belt filter purchase and installation from National Filter Media (NFM) of Winthrop, Maine in the total amount of \$22,825.60.

Sample Motion

Move to approve the resolution.

August 7, 2017



City of Grand Island

Grand Island, NE

Field Service

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, Texas 77038
Tel: +1 281-449-0322
Fax: +1 281-449-1234
www.alfalaval.com

Subject: Ashbrook/Alfa Laval Field Service

To whom it may concern,

Please find our field service proposal based on **(1) one** field service technician(s) traveling to your site for **(4) four days** (travel time included) to remove and install **(3) set of belts**.

Field service Labor & Expenses:

Total Labor and Expenses: \$8500.00 (includes airfare, hotel, food, car rental and mileage)

Recommended Parts;

(1) 4 Belts (8065 1DLL) @ 102.4" W x 900" L / \$3025.00ea

Total Parts \$12,100.00

Grand Total = \$20,600.00

This estimate is based on the following:

- Access to hoisting equipment and operator if needed.
- Your staff will work with our technician for lock out / tag out and isolating systems
- A safe clean work environment.

This quote is valid for thirty (30) days and subject to Alfa Laval's standard terms and conditions.

COMMENTS AND EXCEPTIONS:

To schedule this service please provide a formal purchase order to danny.grant@alfalaval.com or melanie.arnett@alfalaval.com . The purchase order should include the following:

- Clear statement of scope of service
- Accurate billing and shipping site address
- Contact information of site contact, including phone number, email or fax
- Contact information of your accounts payable department
- Contact information for the buyer associated with this project

Thank you for considering Ashbrook/ Alfa Laval for your service needs. If you have any questions regarding the above estimate, please do not hesitate to contact me at (281) 985-4429

Best Regards,
Danny Grant

Terms and Conditions of Purchase

These Terms and Conditions Apply to All Quotations, Orders, and Contracts for Alfa Laval Inc. Products (hereafter "Equipment"). As used in these Terms and Conditions of Sale, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to the terms and conditions of sale herein and, if applicable, on the attendant quotation, both of which form a part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of yours, or any statement therein, whether or not signed by you. We will furnish only the quantities and Equipment specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for terms or conditions of, or for furnishing other equipment or material shown in, any plans and/or specifications for a project to which the Equipment quoted or ordered herein pertain or refer.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are firm for thirty (30) days from the date of offer. Stenographic, clerical and mathematical errors are subject to correction.

3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, or other acts of God or *force majeure*, by any statute, regulation, administrative order or decree or order or judgment of a court of law or other causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TAXES:** Prices are in U.S. Dollars, F.O.B. Jobsite Prepaid and Allowed. Duty, brokerage fees, insurance, packing and handling as applicable are included. Our prices do not include federal, state, municipal or other government excise, sales, use, occupational, processing, transportation or like taxes now in force or enacted in the future. You shall pay any taxes we may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority), or any taxes you may be required to pay, that are imposed upon the sale, delivery or support of Equipment purchased or licensed as a part of this order, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities.

5. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof payment for Equipment shall be (30) days net. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

7. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

8. EQUIPMENT WARRANTY AND REMEDY:

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from delivery to you (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we will correct any such defect with either new or used replacement parts, at our option. Such repair, including both parts and labor, is at our expense.

(b) For repairs, parts and service provided by us, we warrant to you that the repairs parts and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the machine which required the repairs, parts or service is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of repair, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or service you must promptly notify us in writing.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will provide, at our option, one of the following: (i) a replacement for such Equipment, or (ii) full refund of the purchase price. These remedies are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect. (d) We will use all reasonable efforts to obtain for you any manufacturer's guarantees or warranties for any sub-assemblies included in the Equipment. To the extent such warranties are assignable, we hereby assign to you all warranties that are granted to us by our suppliers of any subassemblies contained in the Equipment.

(e) The warranties set forth above are inapplicable to and exclude (i) any product, components or parts not manufactured by us or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of you or any third party, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage caused by your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (v) damage caused by a product or component part which we did not design, manufacture, supply or repair, or (vi) any other abuse or misuse by you or any third party.

(f) EXCEPT AS SET FORTH IN SUBPARAGRAPHS (a) THROUGH (e) ABOVE, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT THE WARRANTIES SET FORTH IN SUBPARAGRAPHS (a) THROUGH (c) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of

contract, negligence, strict tort, or any other legal theory. Excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, certain of the limitations in this paragraph and in subparagraph 8(c) may not apply.

10. OWNERSHIP: All drawings, designs and specifications supplied by us have been prepared or assembled by us and are solely our property. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used, in whole or in part, for furnishing information to others or for any purpose not specifically authorized in a writing signed by one of our corporate officers. These ownership provisions shall not be superseded by any printed form used in connection with or arising out of a sale induced by a proposal or otherwise.

11. PATENT INFRINGEMENT:

(a) We will defend, indemnify, and hold you harmless from and against any action at law or in equity based on a claim alleging that the Equipment or any component or documentation provided to you by us (collectively the "Alfa Laval Product") infringes any third party: (i) presently issued and live patent(s) covering the Alfa Laval Product; (ii) copyright; (iii) trademark; or (iv) trade secret, and we shall indemnify you against all costs, expenses, including reasonable attorneys' fees, and damages arising from any such action. (b) If at any time the Alfa Laval Product is found to infringe any third party rights as specified in subparagraphs (a)(i) - (a)(iv) hereof inclusive, and as a result thereof you are enjoined or restrained in your use of the Alfa Laval Product, we may elect at our expense either to (i) secure for you the right to continue use of the Alfa Laval Product without restriction, (ii) replace the Alfa Laval Product with another noninfringing product reasonably acceptable to you, or (iii) accept return of the Alfa Laval Product and refund to you the then-current fair market value of the Alfa Laval Product. Unless otherwise agreed in writing by us, our indemnity hereunder extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render the indemnity provided hereunder null and void and of no further force or effect.

(c) This indemnification is contingent upon your providing us with available information and cooperating in the defense of the claim. We will control the defense of, and at our sole option, defend or settle any and all such claims, including any settlement negotiations or appeals. Our obligations under this provision as to any claim or action shall be terminated and of no further force and effect in the event you fail to notify us in writing promptly upon your receipt of any claim or action threatened, asserted or instituted against you for any matter which may be subject to your claim for indemnification under this provision.

(d) Notwithstanding the provisions of subparagraph (a) hereof, we make no express or implied warranties to you as to any infringement of third party rights referred to in subparagraphs (a)(i) - (a)(iv) hereof inclusive, where: (i) the infringement is based upon or related to any Alfa Laval Product manufactured to your designs or specifications; (ii) the infringement is based upon or related to equipment or any component furnished by you or any third party; (iii) the infringement is based upon or relates to any method or process practiced by you and employing in whole or in part, the Alfa Laval Product. (e) This paragraph 11 sets forth your exclusive remedy against us with respect to any action or claim for an alleged infringement by the Alfa Laval Product or any component thereof.

12. SAFETY AND HEALTH STANDARDS: The Equipment described herein (or on the specifications provided herewith) complies with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 (the Act) and in effect on this date as such standards are interpreted and understood by us. These standards may be amended and/or their meaning may be clarified prior to shipment or performance, and if such change or clarification requires changes in the Equipment described herein, we shall make the necessary changes available to you. You shall pay for any and all such changes at our prices therefor in effect at time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond our control, we cannot and do not represent that the use of the Equipment described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto. We make no representation of compliance with safety and health standards contained in any statute, regulations or ordinance of any state or political subdivision thereof applicable to the Equipment described herein unless you have notified us of the existence and contents of such standards and we have agreed in writing to the incorporation of such standards in the specifications relating to such Equipment. Nothing in this provision shall operate to modify or affect in any manner whatsoever our disclaimer of any liability for consequential damages contained elsewhere in these terms and conditions of sale.

13. INSPECTION: Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. SOFTWARE PROVISIONS: If software is provided hereunder, you are granted a nonexclusive, royalty free license only for your use of the software provided with our Equipment. Under this license you may: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form for back up purposes in support of your use of our software on the Equipment provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval [or its licensor] and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software.

15. TIME LIMIT FOR BRINGING SUIT: Any action you file against us, whether for breach of contract, including but not limited to breach of warranty, or for negligence or strict tort, must be commenced within 90 days following the expiration of the Warranty Period.

16. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Wisconsin, without giving effect to the provisions thereof relating to conflict of laws.

THE EQUIPMENT AND PARTS DESCRIBED IN THESE TERMS AND CONDITIONS OF SALE MAY CAUSE INJURY IF NOT OPERATED PROPERLY AND FOR THIS REASON ALL OPERATORS SHOULD BECOME THOROUGHLY FAMILIAR WITH THE OPERATING INSTRUCTIONS BEFORE OPERATING THE EQUIPMENT.

www.alfalaval.com



National FILTER Media

12 Winada Drive, Winthrop, ME 04364

Tel: 207-377-2626 Fax: 207-377-2629

QUOTATION

Quote # W17-244RDC_REV

Grand Island WWTP 3013 E Swift Rd P.O. Box 1968 Grand Island, NE 68801 Sean Schwartz PH: 402-237-6028 FX: 308-385-5474 Email: seansc@grand-island.com	DATE	August 9, 2017
	REFERENCES	Randy Carlsen
	PRICES, FOB	Winthrop, ME
	TERMS	NET 30 DAYS
	DELIVERY	3 - 4 Weeks (Rush Available if Needed)

DESCRIPTION

The **Waste Water Division** of **NFM** is pleased to offer the following:

Replacement **Siemens** press belts with sealed edges, urethane coated
Stainless Steel clipper closure **reinforced with Rayza-Back™ Mesh seam** installed
(**8 clips/inch**) & one extra (2) .059" stainless steel pin wires per belt included.

<u>Qty:</u>	<u>Size:</u>	<u>Style:</u>	<u>Price Each:</u>	<u>Extended:</u>
(4)	102.4" x 900" (75')	24/8xG – Nano Green™	\$ 2,749.00	\$ 10,996.00
FED EX FREIGHT SHIPPING ESTIMATE (on a pallet)				\$ 650.00
ESTIMATED TOTAL:				\$11,646.00

Please keep us in mind for all your **Siemens** belt press needs including belt repair kit, conveyor belts, hydraulic cylinders, bearings, rollers, ceramic wear pads for tracking paddles, air bellows, UHMW doctor blades, "V" plows, UHMW support grid, Lateral & Washbox seals as well as any cleaning solutions like Citra-Solve Belt Polymer cleaner / degreaser & Citrus floating Lift Station Degreaser.

Please call 1-800-321-5223 or email: rcarlsen@nfm-filter.com

"QUOTE VALID FOR 90 DAYS"

SIGNATURE: _____

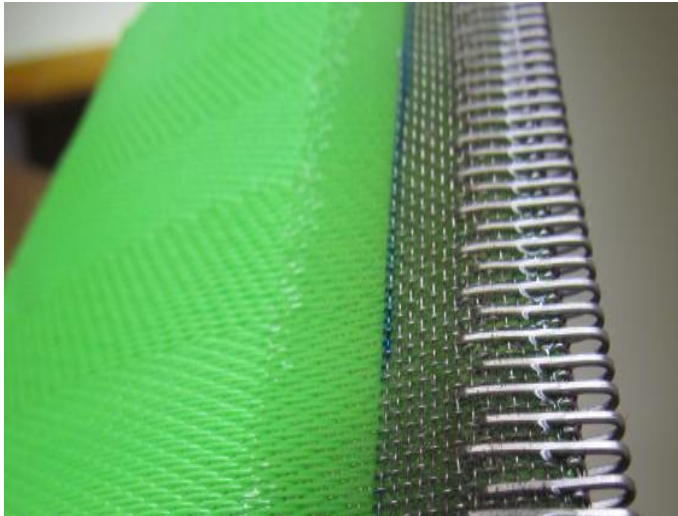
Randy D. Carlsen
Sales / Marketing

Rayza-Back™ 316 SS Mesh seam reinforcement installed:

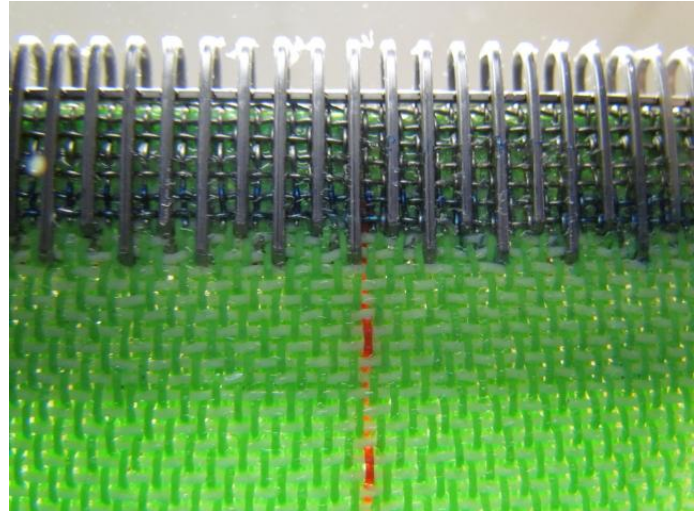
The **Rayza-Back™** is a patent pending **NFM** proprietary seam design that incorporates a 316 Stainless Steel Mesh Screen into the belt clips to add additional strength and rigidity to the belt seam without adding thickness. Our exclusive seam is over **30% Stronger** than the standard seam & is specifically designed to help keep the seam straight, resist belt wrinkles and tracking issues by adding reinforcement to the entire width of the belt seam.

(As Pictured on 24/8xG – Nano Green™)

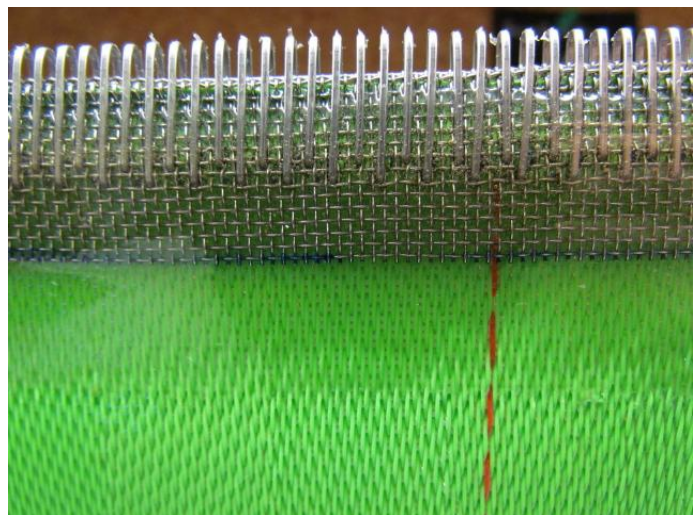
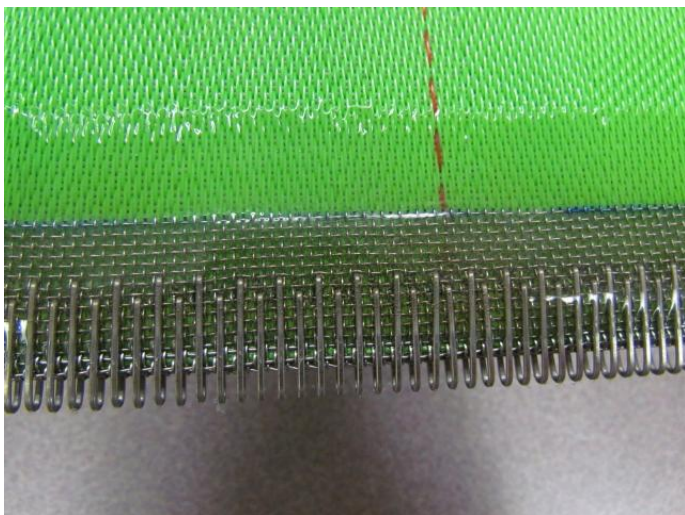
Extends the Full Width of the Belt:



Back of Seam:



Front of Seam: (Cake Side)





National FILTER Media

12 Winada Drive, Winthrop, ME 04364

Tel: 207-377-2626 Fax: 207-377-2629

QUOTATION

Quote # W17-245RDC

Grand Island WWTP 3013 E Swift Rd P.O. Box 1968 Grand Island, NE 68801 Sean Schwartz PH: 402-237-6028 FX: 308-385-5474 Email: seansc@grand-island.com	DATE	August 9, 2017
	REFERENCES	Randy Carlsen
	PRICES, FOB	Winthrop, ME
	TERMS	NET 30 DAYS
	DELIVERY	Scheduled

DESCRIPTION

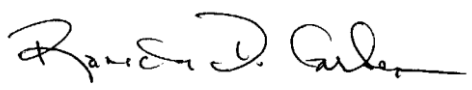
The **Waste Water Division** of **NFM** is pleased to offer the following:

<u>Quote #:</u>	<u>NFM Part #:</u>	<u>Description:</u>	<u>Est. Date:</u>	<u>Price Each:</u>
171067-1	Labor	Estimated Labor	n/a	\$ 7,600.00
171067-2	Expenses	Estimated Expenses	n/a	\$ 3,579.60
EST. TOTAL:				\$11,179.60

NFM to provide One Supervisor and One Craftsman to replace both upper and lower belts of three belt presses. This quote is based on two days in plant consisting of 8 hour days. This quote accounts for all travel and living expenses. This quote is an estimate only, final billing will reflect actual work completed and will be billed in accordance with NFM's 2017 Field Services Rate Sheet. Please note Customer Requirements.

(See attached NFM rate sheets for reference)

"QUOTE VALID FOR 30 DAYS"

SIGNATURE: 
Randy D. Carlsen
Sales / Marketing



Quote Number: 2017-213926

Account ID: 0002137704

Proposal For: CITY OF GRAND ISLAND
SEAN seansc@grand-island.com
1035 W WILDWOOD STATION
GRAND ISLAND , NE 68801
Phone: 402.237.6028

Diane Van Dyke
Evoqua Water Technologies LLC
2155 112TH AVE
HOLLAND , MI 49424
Phone: 616.748.7616
diane.vandyke@evoqua.com

ITEM PRICING

Item Number	Description	Reference Number	Qty	Unit Price	Extended Price
15143001	15143001 BELT FILTER 2.6M X 22.86M POLYESTER		4	\$6,496.00	\$25,984.00
				Subtotal:	\$25,984.00
				Total Price:	\$25,984.00

FOR BELT PRESS JP0069 2.5M

LEAD TIME: 4 WKS ARO

*LEAD TIMES ARE APPROXIMATE AND SHOULD BE VERIFIED AT TIME OF ORDER

***NO FREIGHT CHARGES ARE INCLUDED IN THE ABOVE PRICES. IF YOU WISH TO SHIP COLLECT PLEASE SPECIFY ON PURCHASE ORDER PREFERRED CARRIER AND ACCOUNT NUMBER.**

-Terms: Net 30 - FOB: Factory -Minimum Order \$100.00 - This quotation is valid for 30 days.

PO ADDRESS:

EVOQUA WATER TECHNOLOGIES LLC
2155 112TH Ave
Holland, MI 49424

PO & REMIT TO ADDRESS:

EVOQUA WATER TECHNOLOGIES LLC
28563 NETWORK PL
CHICAGO, IL 60673-1285

*PLEASE SEND A COPY OF YOUR TAX EXEMPT CERTIFICATE IF IT APPLIES.

Payment Terms and Delivery**PO Terms**

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information:

- FOB - Free on board: Prepaid and Add
- Shipping Account Number:

Terms:

- This quote is valid until 9/1/2017
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies LLC Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to: 616.748.2568
 - or Email to: diane.vandyke@evoqua.com
- You may also mail this to:
 - Evoqua Water Technologies LLC
 - 2155 112TH AVE
 - HOLLAND, MI 49424

Standard Terms :**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are

beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this

Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3)

months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____



Evoqua Water Technologies LLC

2155 112TH AVENUE

HOLLAND, MI 49424

PH: 616-772-9011

FX: 616-748-2568

Contact: Sean Schwartz

Date: 8/1/17

Phone: 402-237-6028

Rev 0

FAX:

E-Mail: seansc@grand-island.com

Serial number: JP00069,70,71

Site info:

Grand Island WTP

3013 East Swift rd.

Grand Island, NE 68801

Subject: Belt Installation Supervision

Dear: Sean

Evoqua Water Technologies LLC is pleased to offer this cost estimate to provide a service visit for the following:

Provide one Service Engineer for 3 days onsite to supervise the installation of belts on 3 belt presses. This will include a written report with any recommendations as well as a list of recommended parts needed to upgrade your system. This is an estimate for service only, any additional parts will be in addition to this once that is determined. Actual charges will be invoiced.

All below pricing shown is estimated and PO's shall be written in US Dollars. All labor will be invoiced at actual vs. estimated. All expenses will be invoiced at Actual plus a 7% processing fee. Our Estimate breakdown is as follows:

Estimated Travel Expenses (airfare, service, vehicle).....				\$1,000.00
Estimated Expenses (lodging, car rental, meals).....				\$1,450.00
Estimated Travel Time @	\$110.00	per hour, # of hours	<u>18</u>	\$1,980.00
Labor rate @	\$1,250.00	per day, number of days	<u>3</u>	\$3,750.00
Estimated Processing Fee.....				\$171.50
Estimated parts required.....				Not included here
Total Estimate:				\$8,351.50

This total estimate does not include parts that may be used in connection with this service visit, unless it is specified in the estimated parts required.

Other Banking Information

Bank Name: J.P. Morgan Chase Bank, N.A.
New York, NY 10004

This proposal is valid for 90 days from the date of the proposal.

Payment terms are 100% Net 30 days from receipt of invoice.

Account Name: Evoqua Water Technologies LLC
Account Number: 603148011
ABA Number: 044000037
Swift Code: CHASUS33

This proposal is subject to the following Standard Terms of Service order as the sole and exclusive terms and conditions applicable to this order.

To schedule this visit, please call, fax or email your purchase order to the attention of the Service Dept.

You can reach me at the following:

Direct Ph: 616-546-1104

Fax: 616-748-2568

Email: firas.shamoun@evoqua.com

Employer ID Number: 80-0909020
Duns Number 15-079-5342

PO ADDRESS:

Evoqua Water Technologies LLC
2155 112TH AVENUE
Holland, MI 49424

REMIT TO ADDRESS:

Evoqua Water Technologies LLC.
28563 Network Place
Chicago, IL 60673-1285

Standard Terms of Service Order

1. Applicable Terms. These terms govern the supply of services (including without limitation any goods (the "Goods") furnished in the performance thereof), described in the Service Order on the reverse side or attached hereto and Seller's associated proposal, quotation, or acknowledgement ("Evoqua Water Technologies Documentation"). Whether these terms. Evoqua Water Technologies (EWT) rejects all additional or different terms in any of Customer's forms or documents.
2. Payment. Customer shall pay EWT the full service fee as set forth in EWT's Documentation. Unless EWT's Documentation provides otherwise, all taxes, duties or other governmental charges relating to the services provided shall be paid by customer. If EWT is required to pay any such charges, Customer shall immediately reimburse EWT. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 1-1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of EWT's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Scope of Services. EWT shall provide the services specifically described in Seller's Documentation during normal business hours, unless otherwise specified in EWT's Documentation. Services requested or required by the Customer outside of these hours will be charged at EWT's then current schedule of rates and will be in addition to the charges outlined in EWT's Documentation. Where the Customer requests additional Services which are outside of the scope of work itemized in EWT's Documentation, EWT may provide those services at standard time and material rates and conditions then in effect.
4. Ownership of Materials. All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by EWT in connection with services provided, and all related intellectual property rights, shall remain EWT's property. EWT grants Customer a non-exclusive, non-transferable license to facilitate Customer's use of the equipment serviced. Customer shall not disclose any such material to third parties without EWT's prior written consent.
5. Changes. EWT shall not implement any changes in the scope of services described in EWT's Documentation unless Customer and EWT agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.
6. Warranty. EWT warrants that while providing services to the Customer as outlined in Seller's Documentation all work will be carried out with due care and attention and that EWT will use suitably qualified personnel. Customer's service warranty is ninety days from the date of the service provided. In the event of a warranty claim, EWT shall, at its sole option and as Customer's sole remedy, repeat the service at its own expense or refund the service fee actually paid to EWT. If EWT determines that any warranty claim is not, in fact, covered by this service warranty, Customer shall pay EWT its then customary charges for any additionally required service. EWT's service warranty is conditioned on Customer's (a) operating and maintaining the Equipment in accordance with EWT's instructions, (b) not making any unauthorized repairs or alterations which effect the service, and (c) not being in default of any payment obligation to EWT. EWT's service warranty does not cover damage caused by negligent operation of the water system by Customer, chemical action or abrasive material or misuse which has damaged the equipment serviced, usage of non-potable feed water with SDI equipment, or improper installation (unless installed by EWT). THE WARRANTIES SET FORTH IN THIS SECTION ARE EWT'S SOLE AND EXCLUSIVE WARRANTIES. EWT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. EWT shall indemnify, defend and hold Customer harmless from any claim, cause of action or liability incurred by Customer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by EWT's negligence. EWT shall have the sole authority to direct the defense of and settle any indemnified claim. EWT's indemnification is conditioned on Customer (a) promptly, within the service warranty period, notifying EWT of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Under no circumstances shall either EWT or Customer have any liability for any breach (except for payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.
9. Cancellation. Either party may terminate the services specified in EWT's Documentation by providing reasonable notice sufficient to avoid costs incurred by the other party. If Customer cancels or suspends its service order for any reason other than EWT's breach, Customer shall pay EWT for work performed prior to cancellation or suspension and any other direct costs incurred by EWT as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, EWT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND EWT'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SERVICE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PRICE PAID UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Leased Equipment. Any Leased Equipment provided by EWT shall at all times be the property of EWT with the exception of certain miscellaneous installation materials purchased by the customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such Equipment as provided here. Customer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the equipment. Customer shall be responsible to maintain the Equipment in good and efficient working order.

Upon the expiration or termination of this Agreement, Customer shall promptly make any Leased Equipment available to EWT for removal. Customer hereby agrees that it shall grant EWT access to the Equipment location and shall permit EWT to take possession of and remove the Equipment without resort to legal process and hereby releases EWT from any claim or right of action for trespass or damages caused by reason of such entry and removal.
12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included.

These terms, together with any quotation, purchase order or acknowledgement issued or signed by EWT, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Customer's documents. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without EWT's prior written consent. The Agreement shall be governed by the laws of the state of Delaware without regard to its conflict of laws provisions.

Field Service Work Billing Rates		
Billing rate for a Lead Technician assigned in the United States. International rates may differ depending on hazards associated to travel.		
	hourly	daily
Straight Time	\$156.25 USD	\$1,250.00 USD
Overtime Rates	\$234.38 USD	\$1,875.00 USD
Notes:		
<ul style="list-style-type: none"> - The customer is billed for all travel and living expenses at cost. - Straight Time is based on an eight (8) hour workday. Straight time is defined as time worked on a regular (non-holiday) schedule of eight (8) hours per day between 7:00 am and 6:00 pm, Monday thru Friday, or for time worked on any other mutually agreed schedule Monday through Friday. - Overtime is defined as time (travel or work) in excess of the regular straight time schedule. Any work or travel time on Saturday is charged at one and one-half times straight time rates. Any work or travel time on Sunday is charged at two times straight time rates. Any work or travel time on Evoqua Water Technologies designated holidays is charged at three times straight time rates. - When sites are isolated or work camp provided, single occupancy quarters lodging accommodations, meals and other living essentials are provided by the site. - Provisions/accommodations for journeys home are accommodated surrounding all Evoqua recognized US holidays. - For travel outside the US, <ul style="list-style-type: none"> - All fees associated for entry, visas, work permits and/or delegation activity are not shown, however all expenses are invoiced at actual. - English speaking guided transport from international airports must be provided upon request. - The site will have contractor services available (EX: welder, millwright, electrician, I&C) as become needed during the erecting and commissioning phases. - Occasional use of site tools may be practical due to restrictions in country. - Travel time excesses due to airline delays will not be charged to the customer. - Standard vehicle charges: Service vehicle \$0.65 USD/mile Service Truck \$0.80 USD/mile - Work performed in office (report writing, data evaluation, etc) is billed at straight time rate. - Field service reports will be provided to the customer to outline hours worked and work performed. - Long duration stays are subject to monthly invoicing. 		
Additional Terms:		
<ul style="list-style-type: none"> • Our technician will require a minimum of one qualified person for assistance, if assistance is not available, additional charges will apply. • Our technician will provide general hand tools, multi-meter and Personnel Protection Equipment (PPE) as follows: <ol style="list-style-type: none"> 1. Hard hat 2. Safety glasses 3. Steel toe shoes 		
Exclusions:		
<ul style="list-style-type: none"> • Taxes, licenses, permitting and fees of any kind are invoiced at actual once known. • Spare Parts. • Worn Components requiring replacement. • Process performance or equipment operation guarantees. • All utilities as needed including but not limited to: <ol style="list-style-type: none"> 1. Compressed air 2. Water 3. Electrical power 		
Unless arranged prior, the buyer is to provide for:		
<ol style="list-style-type: none"> 1. Providing overhead cranes, lifting equipment, or rigging as required 2. Repair/replacement of all damaged pipe, fittings, gaskets, bolts/nuts and other similar items (both evident and undiscovered), or any repair not specifically listed above 3. Textiles, consumables, lubricants (new supply and disposal of), reagents, buffers, coagulants, provisions for and disposal of waste or garbage as needed 4. Required PPE and large or special tools outside that which is listed above 5. Convenient access to subject equipment, as well as required equipment operation or downtime of subject equipment, or ancillary equipments needed for run confirmation and on site testing 6. Provide upon request: system daily records, operating parameters and O & M manual logs or SOP 7. Break or restroom facilities 8. A desk type work surface & sundries as required 		

In closing, we are looking forward to working with you. If you have any questions, please contact me.

Sincerely,



Firas Shamoun

Field Service Engineer, Industrial WW
Evoqua Water Technologies LLC

Authorized signature

Purchasing agent signature

RESOLUTION 2017-260

WHEREAS, the Wastewater Division of the Public Works Department for the City of Grand Island obtained quotes for the purchase and installation of new belt filters; and

WHEREAS, based on the quotes submitted it is recommended the purchase and installation be handled through National Filter Media (NFM) of Winthrop, ME; and

WHEREAS, total purchase and installation of belt filters is in the amount of \$22,825.60; and

WHEREAS, the funding for such 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 and installation of belt filters through National Filter Media (NFM) of Winthrop, ME in the total amount of \$22,825.60, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-10

**#2017-261 - Approving Bid Award for Drainage Ditch Grading,
Excavating, and Hauling 2018**

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: September 26, 2017

Subject: Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2018

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

Background

Specialty equipment/operators are hired by the Streets Division to clean and grade large outfall ditches each year. The price per hour of such services has increased so the jobs are approaching the procurement point in which formal quotes are required. The timeline of the ditch work is weather dependent and is usually done when the Streets Division has staff to provide the hauling. These timelines can be difficult to forecast making the process of securing quotes from various vendors also difficult. The formal bid process streamlines the acquisition of such as-needed services.

A primary and secondary bid award is being recommended for each equipment type so the optimal equipment can be used in the event the primary award vendor is unavailable or unable to meet the Streets Division's timeline. Bidders were given the opportunity to write-in equipment that they own/operate that could be used for drainage ditch grading, excavating, and hauling that was not specifically requested on the bid form. The write-in bid items gives the City more equipment options that otherwise would go unknown.

Services under last year's contract were used work on the following open drainage facilities:

- Capital Ave Drainage Ditch from City Limits to Shady Bend – City owned property ends west of Shady Bend but Streets partnered with the NRD to have the ditch cleaned to the box culvert on Shady Bend.
- Highway 281 Drainage Ditch, West Side from 13th St to Capital Ave
- Webb Rd and Capital Ave Detention Cell

Discussion

Bids were advertised on August 26, 2017 and sent to (8) eight potential bidders. Four (4) bids were received and opened on September 14, 2017. Below is the bid award recommendation.

Drainage Ditch Grading, Excavating, and Hauling 2018

Bid Award Recommendation

	Line Item	Equipment	Primary Award	Secondary Award
Requested Bid Items	1	Excavator (Track Mounted) with GPS-based Grade Control and Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	Starostka Group Unlimited \$402.00 per hour
	2	Excavator (Track Mounted) with Operator	Klingman Irrigation Services \$190.00 per hour	Starostka Group Unlimited \$191.00 per hour
	3	Dozer with Operator	Starostka Group Unlimited \$176.00 per hour	Klingman Irrigation Services \$190.00 per hour
	4	Dump Truck with Operator	Harders Dozer & Scraper, LLC \$100.00 per hour	Dobesh Land Leveling, LLC \$105.00 per hour
	5	Dump Truck with Heated Dump Box and Operator	Harders Dozer & Scraper, LLC \$200.00 per hour	no bid
Other, Write-In Option Bid Items	6	Dozer with Operator and GPS	Harders Dozer & Scraper, LLC \$225.00 per hour	Starostka Group Unlimited \$395.00 per hour
	7	Loader	Dobesh Land Leveling, LLC \$210.00 per hour	no bid
	8	Scraper with Laser Control	Klingman Irrigation Services \$190.00 per hour	no bid
	9	Scraper with GPS	Klingman Irrigation Services \$225.00 per hour	no bid
	10	Side Dump Semi/Trailer (20 CY)	Harders Dozer & Scraper, LLC \$135.00 per hour	no bid
	11	Skidsteer	Klingman Irrigation Services \$125.00 per hour	Dobesh Land Leveling, LLC \$140.00 per hour
	12	Elevating Scraper	Dobesh Land Leveling, LLC \$220.00 per hour	no bid
	13	Triple Axle Side Dump (24 CY)	Dobesh Land Leveling, LLC \$140.00 per hour	no bid

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award of Drainage Ditch Grading, Excavating, and Hauling 2018 according to the bid award recommendation.

Sample Motion

Move to approve the bid award of Drainage Ditch Grading, Excavating, and Hauling 2018 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 14, 2017 2:15 p.m.

FOR: Drainage Ditch Grading Excavating, And Hauling - 2018

DEPARTMENT: Public Works

ESTIMATE: a. Excavator (Track Mounted) with GPS-based
Grade Control & Operator+ \$325.00 per hour
b. Excavator (Track Mounted) with Operator \$300.00 per hour
c. Dozer with Operator\$300.00 per hour
d. Dump Truck with Operator\$300.00 per hour
e. Dump Truck with Heated Dump Box & Operator \$350.00 per hour

FUND/ACCOUNT: 21033504-85213 & 21033504-85318

PUBLICATION DATE: August 26, 2017

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder: Dobesh Land Leveling, LLC
Grand Island, NE

Bid Price:	Cost Per Hour	Make & Model
Excavator GPS:	No Bid	
Excavator:	\$230.00	John Deere 350
Dozer:	No Bid	
Dump Truck:	\$105.00	Kenworth +800
Dump Truck w/heated Dump box :	No Bid	
Elevating Scraper:	\$220.00	John Deere 862B
Triple Axle Side Dump:	\$140.00	Smithko
Skidloader:	\$140.00	John Deere 33G
Loader:	\$210.00	John Deere 744 HMH

Bidder: Starostka Group Unlimited
Grand Island, NE

Bid Price:	Cost Per Hour	Make & Model
Excavator GPS:	\$402.00	Komatsu
Excavator:	\$191.00	Komatsu
Dozer:	\$176.00	Komatsu
Dump Truck:	\$140.00	Peterbuilt
Dump Truck w/heated		
Dump box :	No Bid	
Dozer with GPS:	\$395.00	D51 PX
Skidsteer	\$145.00	Bobcat T595

Bidder: Harders Dozer & Scraper, LLC
Cairo, NE

Bid Price:	Cost Per Hour	Make & Model
Excavator GPS:	\$225.00	Cat 323F
Excavator:	\$200.00	Cat 323F
Dozer:	\$200.00	Komatsu
Dump Truck:	\$100.00	Peterbilt 379
Dump Truck w/heated		
Dump box :	\$200.00	Cat 725
Dozer with GPS:	\$225.00	Komatsu
Side Dump Semi/Trailer:	\$135.00	

Bidder: Klingman Irrigation Services
Grand Island, NE

Bid Price:	Cost Per Hour	Make & Model
Excavator GPS:	No Bid	
Excavator:	\$190.00	Komatsu 220-6
Dozer:	\$190.00	IHC - Dresser
Dump Truck:	No Bid	
Dump Truck w/heated		
Dump box :	No Bid	
Skidsteer	\$125.00	Case 450 CT
Scraper w/laser control:	\$190.00	John Deere 762
Scraper w/laser or GPS:	\$225.00	Steiger 325

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

Catrina DeLosh, PW Admin Assist.
Rena Jimenez, Finance Director
Shannon Callahan, Street Supt.

P1994

RESOLUTION 2017-261

WHEREAS, the City of Grand Island invited sealed bids for furnishing Drainage Ditch Grading, Excavating, and Hauling 2018, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on September 14, 2017 bids were received, opened and reviewed; and,

WHEREAS, Harders Dozer and Scraper, LLC; Klingman Irrigation Services; Dobesh Land Leveling, LLC; and Starostka Group Unlimited, Inc. submitted the lowest and best bids within the bid specifications for Drainage Ditch Grading, Excavating, and Hauling 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids shown in Exhibit "A" for Drainage Ditch Grading, Excavating, and Hauling 2018, are hereby approved;

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney

EXHIBIT "A"

	Line Item	Equipment	Primary Award	Secondary Award
Requested Bid Items	1	Excavator (Track Mounted) with GPS-based Grade Control and Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	Starostka Group Unlimited \$402.00 per hour
	2	Excavator (Track Mounted) with Operator	Klingman Irrigation Services \$190.00 per hour	Starostka Group Unlimited \$191.00 per hour
	3	Dozer with Operator	Starostka Group Unlimited \$176.00 per hour	Klingman Irrigation Services \$190.00 per hour
	4	Dump Truck with Operator	Harders Dozer & Scraper, LLC \$100.00 per hour	Dobesh Land Leveling, LLC \$105.00 per hour
	5	Dump Truck with Heated Dump Box and Operator	Harders Dozer & Scraper, LLC \$200.00 per hour	no bid
Other, Write-In Option Bid Items	6	Dozer with Operator and GPS	Harders Dozer & Scraper, LLC \$225.00 per hour	Starostka Group Unlimited \$395.00 per hour
	7	Loader	Dobesh Land Leveling, LLC \$210.00 per hour	no bid
	8	Scraper with Laser Control	Klingman Irrigation Services \$190.00 per hour	no bid
	9	Scraper with GPS	Klingman Irrigation Services \$225.00 per hour	no bid
	10	Side Dump Semi/Trailer (20 CY)	Harders Dozer & Scraper, LLC \$135.00 per hour	no bid
	11	Skidsteer	Klingman Irrigation Services \$125.00 per hour	Dobesh Land Leveling, LLC \$140.00 per hour
	12	Elevating Scraper	Dobesh Land Leveling, LLC \$220.00 per hour	no bid
	13	Triple Axle Side Dump (24 CY)	Dobesh Land Leveling, LLC \$140.00 per hour	no bid



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-11

**#2017-262 - Approving Bid Award for Final Clarifier No. 3
Skimmer Arm Assemblies (Replacement) 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 Treatment Plant Engineer

Meeting: September 26, 2017

Subject: Approving Bid Award for Final Clarifier No. 3 Skimmer Arm Assemblies (Replacement) for the Wastewater Division of the Public Works Department

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

Background

On August 24, 2017 the Wastewater Division of the Public Works Department advertised for bids for Final Clarifier No. 3 Skimmer Arm Assemblies (Replacement). There were seven (7) potential bidders.

The project involves removal and replacement of two (2) skimmer arms on Secondary Clarifier No. 3 at the City's Wastewater Treatment Plant. Existing Clarifier No. 3 is a center feed concrete settling tank, which is 100 feet in diameter with a side water depth of 12 feet.

Discussion

Three (3) bids were received and opened on September 6, 2017. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Base Bid</i>
Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri	None	\$38,000.00
Philip Carkoski Construction of Loup City, Nebraska	None	\$42,678.00
Judds Bros. Construction Co. of Lincoln, Nebraska	None	\$52,750.00

There are sufficient funds in Account No. 53030054-85213 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 the bid of Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri in the amount of \$38,000.00 for Final Clarifier No. 3 Skimmer Arm Assemblies (Replacement).

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 6, 2017 at 2:00 p.m.

FOR: Final Clarifier No. 3 Skimmer Arm Assemblies (Replacement)

DEPARTMENT: Public Works

ESTIMATE: \$65,000.00

FUND/ACCOUNT: 53030054-85213

PUBLICATION DATE: August 24, 2017

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Judds Bros. Construction Co.</u> Lincoln, NE	<u>Fab Tech Wastewater Solutions, LLC</u> O'Fallon, MO
Bid Security:	Merchants National Bonding, Inc.	Employers Mutual Casualty Co.
Exceptions:	None	None
Bid Price:	\$52,750.00	\$38,000.00

Bidder:	<u>Philip Carkoski Construction</u> Loup City, NE
Bid Security:	The Ohio Casualty Ins. Co.
Exceptions:	None
Bid Price:	\$42,678.00

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

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Marvin Strong, WWTP Supt.

P1991

RESOLUTION 2017-262

WHEREAS, the City of Grand Island invited sealed bids for Final Clarifier No. 3 Skimmer Arm Assemblies (Replacement), according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 6, 2017 bids were received, opened, and reviewed; and

WHEREAS, Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri 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 \$38,000.00; and

WHEREAS, Fab Tech Wastewater Solutions, LLC'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 Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri in the amount of \$38,000.00 for Final Clarifier No. 3 Skimmer Arm Assemblies (Replacement) 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, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐	_____
September 22, 2017	☐	City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-12

#2017-263 - Approving Agreement for Engineering Consulting Services Related to Lift Station No. 11 Relocation and Force Main Reroute

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 26, 2017

Subject: Approving Agreement for Engineering Consulting Services Related to Lift Station No. 11 Relocation and Force Main Reroute

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

Background

On July 10, 2017 the Engineering Division of the Public Works Department advertised for Engineering Services for Lift Station No. 11 Relocation and Force Main Reroute, with eighteen (18) potential respondents.

The existing Lift Station No. 11, which is located on 8th Street between Custer Avenue and Howard Avenue at 2511 W 8th Street, is in need of upgrade. The hospital contributes debris and rags that clog the current pumps, the wet well does not have sufficient capacity, and there is no space for a stand-by generator. A new submersible, duplex style lift station, with a grinder pump on the influent, and a stand-by generator is being planned for at a nearby, larger location.

A new 6-inch force main will be re-routed from the South Interceptor to the North Interceptor. Lift Station No. 11 contributes an average of 100-150 thousand gallons per day to the South Interceptor. The Lift Station No. 11 upgrade & re-route will alleviate some capacity issues in the South Interceptor by re-routing Lift Station No. 11 force main to the North Interceptor.

Olsson Associates performed a Lift Station No. 11 abandonment evaluation in October 2016 showing that the total construction and engineering costs would approximate \$5.85M. The Wastewater Division has determined that Lift Station No. 11 abandonment with a deep, gravity connection to the North Interceptor would not be a cost effective option. The Wastewater Division would like to plan for the alternative option which is to upgrade Lift Station No. 11 and re-route the existing force main.

Discussion

Four (4) engineering firms submitted qualifications for the engineering services related to Lift Station No. 11 Relocation and Force Main Reroute. Olsson Associates of Grand Island, 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 Olsson Associates design services will be provided on a time and materials basis with a maximum fee of \$128,342.00.

An amendment to the agreement will be needed in the future to include construction services upon bidding of 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

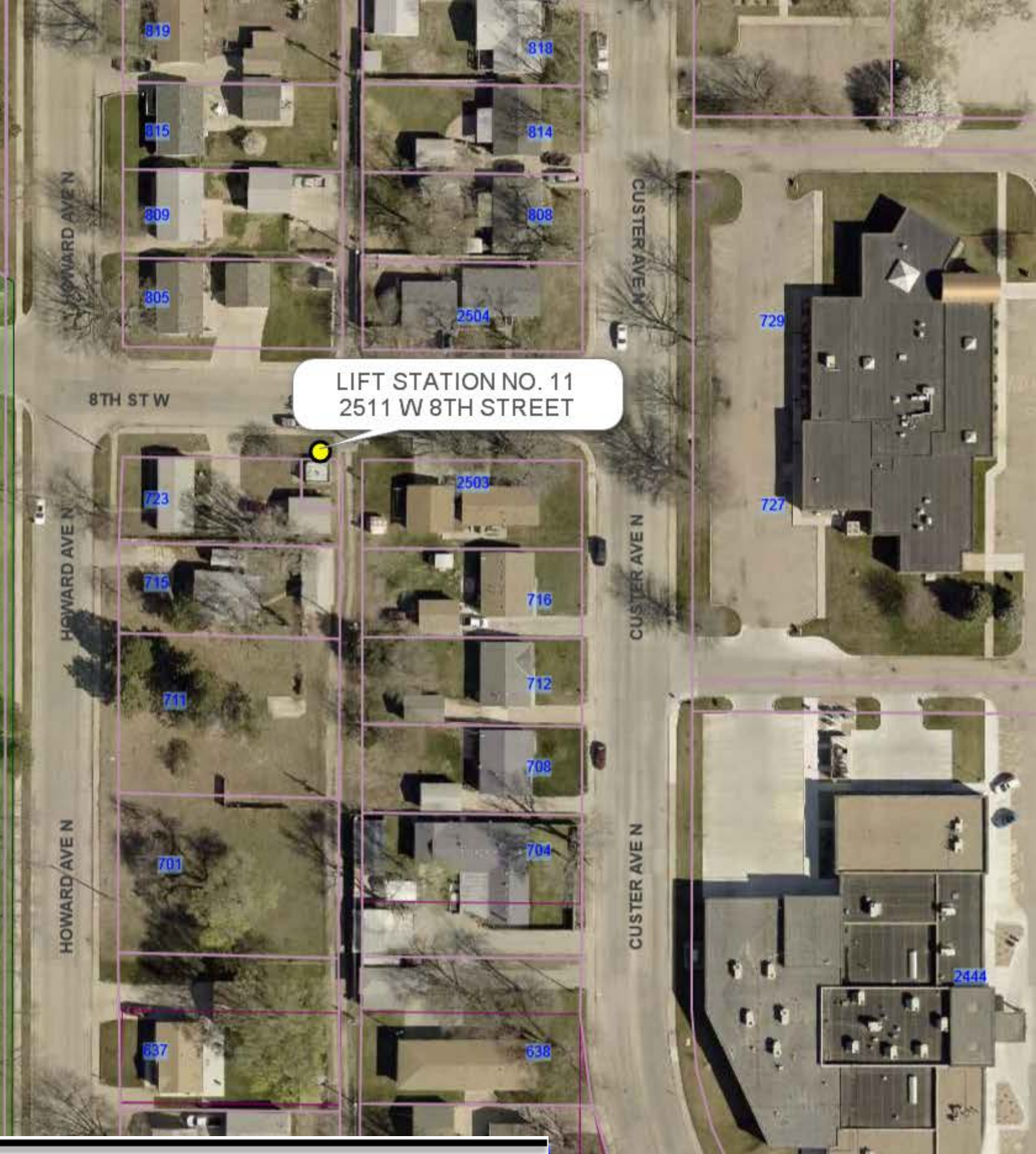
City Administration recommends that the Council approve the agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$128,342.00.

Sample Motion

Move to approve the resolution.



CHI ST. FRANCIS



LIFT STATION NO. 11
2511 W 8TH STREET



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 10, 2017

City of Grand Island
Attn: Keith Kurz
100 East First Street
Grand Island, NE 68802

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Grand Island Lift Station No. 11 Relocation (the "Project")
Grand Island, NE

Dear Mr. Kurz:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

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. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of 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 OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 12, 2017
Anticipated Completion Date: February 20, 2018

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$ 128,342.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, 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 Tara Bevard.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Matt Rief

By 
Joe Baxter

By signing below, you acknowledge that 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, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 10, 2017 between City of Grand Island, NE ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in

the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required

for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) 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, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 10, 2017 between City of Grand Island, NE ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island, NE

Project Description: Grand Island Lift Station No. 11 Relocation

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 100: PROJECT MANAGEMENT / PUBLIC INVOLVEMENT

Olsson shall coordinate meetings and establish schedules with the Client to ensure timely Project advancement. Tasks performed under this phase of the work shall include the following:

- Task 101: Project Initiation Meeting** - Meet with the Client, conduct a site visit, and discuss project specifics and prerequisites. Specific project personnel will be identified and channels of communication will be established. Contractual matters will be addressed as required.
- Task 102: Project Design Coordination** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.
- Task 103: Meetings with Owner** – Olsson will meet with the Client to discuss the development of the plans and specifications. A total of two meetings are anticipated. The anticipated meetings are a 30% review meeting (design memorandum) and a 90% review meeting.
- Task 104: Public Involvement- Design Phase** – Olsson will provide the following public involvement items during the design phase of the project:
- Meet with Grand Island Public School (GIPS) to discuss the project impacts along Custer Avenue and discuss optimal construction time window to minimize impacts during construction to school activities.
 - Meet with the resident at 723 Howard Avenue regarding the abandonment of the existing Lift Station No. 11 and the impact to their property.

PHASE 500: TOPOGRAPHIC SURVEY

Olsson shall complete items associated with the topographic survey for the project. Task to be completed include:

- Task 501: Locate Existing Utilities** - Olsson shall contact the Diggers Hotline of Nebraska to request the location and size of any existing underground conduits or cables along the proposed projects alignment. Olsson shall have the horizontal location of the known existing utilities located in the field and incorporate this information into the project drawings as required.

Task 502: Establish Control and Survey – Olsson shall establish control points with known vertical and horizontal coordinates. Olsson shall perform topographic survey along the proposed improvements within the project area. Olsson shall also locate section corners and property pins to layout R.O.W. / property lines.

It is not anticipated that any permanent or temporary easements will be required for this project.

Task 503: Reduce Survey & Cleanup Drawing – From the information collected in the survey the Olsson shall produce a topographic drawing of the project area in AutoCad format.

PHASE 520: GEOTECHNICAL INVESTIGATION

Olsson shall perform engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:

Task 521: Geotechnical Borings – Olsson shall perform geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils including corrosivity testing, rock formations, and other geophysical phenomena which may be required to provide information for design, and field and laboratory tests and analyses which are required to provide design information for the new lift station and new force main. Anticipated geotechnical borings are one for the gravity sewer line, one geotech boring at the lift station, and six borings along the force main for a total of eight borings.

Task 522: Laboratory Testing & Geotechnical Report – Olsson shall perform soil testing on the samples collected from the borings and shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for testing and setting out the site conditions that can be anticipated from this initial exploratory work for the construction of the gravity sewer line, lift station, and force main.

PHASE 530 – PROJECT DESIGN

Olsson shall prepare a set of plans and specifications that can be used as bid and construction documents that will allow the project to be competitively bid and constructed. The tasks performed shall include:

Task 531: Design Lift Station No. 11 – Olsson shall design the lift station improvements. These improvements will finalize the siting and sizing of the lift station, structural, mechanical, electrical design (including generator) for the lift station and building. Instrumentation & control design for the lift station. The improvements will also include site improvements for the lift station including access road to the lift station, site grading, and seeding. A building to house the electrical and control equipment is included in the project design.

Task 532: Design Gravity Sewer and Force Main Improvements – Olsson shall design the needed site improvements for the abandonment of Lift Station No. 11. Size and routing of the gravity sewer line from the existing lift

Page 2 of 5

station to the new lift station will be completed. Size and routing of the force main from the new lift station to the connection point at the existing gravity sewer system will be completed. It is anticipated that the connection point will be the 15 inch gravity sewer line at Forrest Street and Custer Avenue but additional connection points within the gravity system will also be evaluated. The improvements will also identify valve locations, air release structure locations, and manhole locations.

At the completion of Tasks 531 and 532 a Design Memorandum will be prepared and reviewed with the City. Once approved by the City, the design memorandum will serve as the basis for the final design of the lift station, force main, and lift station abandonment.

Task 533: Prepare Plans & Specifications – Olsson shall prepare plan sheets, technical specifications, and front-end documents for the proposed project based on the project components outlined in the approved design memorandum. The main plan sheets that will be prepared are:

- General sheets
- Gravity sewer and force main plan and profile sheets
- Lift station sheets
- Abandonment sheet
- Erosion control sheets
- Traffic control plans

The complete plans and specifications will be submitted to the Nebraska Department of Environmental Quality for review.

Task 534: QA/QC Review – A review of the Plans and Specifications will be conducted internally for Quality Assurance at the 30% design, 60% design, and 90% design levels.

Task 535: Prepare Cost Opinion - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.

PHASE 540 – PROJECT PERMITTING

Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. The tasks performed shall include:

Task 541: NDEQ Construction Permit - Olsson will prepare the construction permit for the project and will assist the owner in submitting the permits. A permit is necessary for compliance with Nebraska Title 123 for construction of wastewater works.

PHASE 550: EASEMENT DESCRIPTIONS

Olsson shall complete items associated with the permanent and temporary easement acquisition for the installation of the new force main and / or the temporary easement and right-of-way for the new lift station. It is anticipated that there are possibly three tracts in which a permanent and temporary easement will be required. Tasks to be completed include:

Task 551: Easement Descriptions & Tract Drawings – Olsson shall prepare legal descriptions and tract drawings for the permanent easements and temporary easements for up to three tracts. Note: Title searches, appraisals, or easement negotiations are not included.

PHASE 600 – BID PHASE SERVICES

Olsson shall assist the Client in bidding the project. The tasks shall include:

- Task 601: Prepare and Distribute Bid Documents** – Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents.
- Task 602: Answer Bidder Inquiries** – Olsson shall answer bidder's inquiries & questions regarding the construction documents.
- Task 603: Prepare Addenda** – Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.
- Task 604: Attend Pre-Bid Conference** - Olsson shall attend a pre-bid conference prior to bid opening.
- Task 605: Attend Bid Opening** – Olsson shall attend bid opening to assist Client in opening bids.
- Task 606: Evaluate Bids & Recommend Award** – Olsson shall assist the City in evaluating the bids and qualifications of the bidders, and provide a Recommendation of Award to Client. Client to prepare bid tabulation.

PHASE 620 – CONSTRUCTION ADMINISTRATION SERVICES

(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

PHASE 640. CONSTRUCTION OBSERVATION SERVICES

(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

PHASE 700. PROJECT CLOSE-OUT

(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of 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.

OLSSON ASSOCIATES, INC.

By 
Matt Rief


Joe Baxter

If you accept this Scope of Services, please sign:

CITY OF GRAND ISLAND, NE

By _____
Signature

Print Name _____

Title _____

Dated: _____

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.535/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (OA Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

RESOLUTION 2017-263

WHEREAS, on July 10, 2017 the Engineering Division of the Public Works Department advertised for engineering services for Lift Station No. 11 Relocation and Force Main Reroute; and

WHEREAS, on July 25, 2017 four (4) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson Associates of Grand Island, 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 of Grand Island, Nebraska for engineering design services related to Lift Station No. 11 Relocation and Force Main Reroute, in the amount of \$128,342.00, 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, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-13

#2017-264 - Approving Change Order No. 2 for North Broadwell Avenue Drainage Project No. 2017-D-3

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 26, 2017

Subject: Approving Change Order No. 2 for North Broadwell Avenue Drainage Project No. 2017-D-3

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$140,361.50 contract on April 25, 2017, via Resolution No. 2017-127, for North Broadwell Avenue Drainage Project No. 2017-D-3.

On August 22, 2017, via Resolution No. 2017-235, City Council approved Change Order No. 1 which allowed additional time to complete this project. This time extension was due to a potential conflict with the drainage pipe and water main at the north driveway into the Veterans Athletic Complex. With fall activities underway at the Veterans Athletic Complex, which require water service for the restrooms and concession stand, there wasn't a good time prior to September 1, 2017 to relocate the water main. The completion date of this project was extended to December 15, 2017 via Change Order No. 1, with no contract amount modification.

The drainage improvements are located on North Broadwell Avenue between BNSF Railroad and US Highway 281.

Discussion

To address the water main conflict mentioned above, additional labor and material is necessary. In order to avoid reconstructing the existing water main to clear the proposed storm sewer pipe which is being installed with this project, the Public Works Engineering Division worked with the Utilities Department to come up with a solution that meets state health standards while saving time and money. As such, the proposed storm sewer will be waterproofed to prevent leakage, supported on either side of the existing water main to allow for less clearance and the existing water main will be insulated to prevent freezing from the proposed conditions of the new storm pipe. Change Order No. 2 covers all work required to insulate the water main near the drainage pipe.

The extra works adds a total cost of \$8,328.00 to the project, resulting in a revised contract amount of \$148,689.50.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 2 with The Diamond Engineering Company for North Broadwell Avenue Drainage Project No. 2017-D-3.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: North Broadwell Avenue Drainage Project No. 2017-D-3

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$140,361.50

CONTRACT DATE: April 25, 2017

To address water main conflict on the North Broadwell Avenue Drainage Project No. 2017-D-3 additional labor and material is necessary to insulate the water main near the drainage pipe.

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extended Price</i>
Concrete Collar	2.00	Each	\$1,990.00	\$ 3,980.00
Insulation & Thermal Tap Installation	1.00	LS	\$2,350.00	\$ 2,350.00
Waterproofing 24 l.f. of 60" Pipe	1.00	LS	\$1,998.00	\$ 1,998.00
Change Order No. 2				\$ 8,328.00

Original Contract Amount	\$ 140,361.50
Change Order No. 1	\$ 0.00
Change Order No. 2	\$ 8,328.00
Revised Contract Amount	\$ 148,689.50

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

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

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2017-264

WHEREAS, on April 25, 2017, via Resolution 2017-127, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$140,361.50 for North Broadwell Avenue Drainage Project No. 2017-D-3; and

WHEREAS, on August 22, 2017, via Resolution No. 2017-235, City Council approved Changer Order No. 1 to allow for a contract extension to December 15, 2017, with no contract amount modification; and

WHEREAS, in order to address a water main conflict additional labor and material is necessary; and

WHEREAS, Change Order No. 2 covers all work required to insulate the water main near the Broadwell Avenue drainage pipe; and

WHEREAS, the extra work adds a total cost of \$8,328.00 to the project, resulting in a revised contract amount of \$148,689.50; and

WEREAS, such change order is necessary to proceed with the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$8,328.00 for North Broadwell Avenue Drainage Project No. 2017-D-3.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-14

#2017-265 - Approving Annual Payment for Utility Billing Software Support

Staff Contact: Renae Jimenez, Finance Director

Council Agenda Memo

From: Renae Jimenez, Finance Director

Meeting: September 26, 2017

Subject: Approving Annual Payment for Utility Billing Software Support

Presenter(s): Renae Jimenez, Finance Director

Background

On July 9, 2013, Council approved the purchase and implementation of Advanced Utility Systems CIS Infinity software solution for Utility Billing via resolution 2013-227. This software serves as the billing platform for the Electric, Water and Wastewater funds within the City of Grand Island. The system officially went live on April 1, 2015.

Discussion

The total cost for the period of 10/1/2017 to 9/30/2018 is \$73,130.89 (4.99% increase). This includes annual maintenance support for CIS Infinity, the core software, and Infinity.Link, the online payment website.

Alternatives

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

1. Approve the 2017-2018 invoice from AUS for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Annual Utility Billing Support Invoice in the amount of \$73,130.89.

Sample Motion

Move to approve the Annual Utility Billing Support Invoice from Advanced Utility Systems.

Remit To: N. Harris Computer Corporation
62133 Collections Center Drive
Chicago, IL 60693-0621

Ship To

City of Grand Island
Finance Department
100 E First Street
PO BOX 1968
Grand Island, NE 68802
USA

Bill to

City of Grand Island
Finance Department
100 E First Street
PO BOX 1968
Grand Island, NE 68802
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	GRA01A		LOCAL DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price																																												
1.00	AUS - MAINTENANCE	CIS Infinity Support	US\$61,108.13	US\$61,108.13																																												
1.00	AUS - MAINTENANCE	Infinity.Link Support	US\$12,022.76	US\$12,022.76																																												
1.00	NOTE	Annual maintenance support for the period of Oct 1, 2017 - Sept 30, 2018.	US\$0.00	US\$0.00																																												
<div>Voucher#<table><tr><td>PO #</td><td></td></tr><tr><td>Vendor #</td><td>9699-1</td></tr><tr><td>Invoice #</td><td>MN00102776</td></tr><tr><td>Description</td><td>Annual Maint 10-1-17 to 9-30-18</td></tr><tr><td>Approved by</td><td></td><td>Date</td><td>9-15-17</td></tr><tr><td>Org-obj#</td><td>Amount</td><td>WO#</td><td>Taxable Amt</td></tr><tr><td>53030001-85221</td><td>20,476.65</td><td></td><td></td></tr><tr><td>52591100-78250</td><td>21,910.02</td><td></td><td></td></tr><tr><td>525-22801</td><td>(1,126.22)</td><td></td><td></td></tr><tr><td>525-22802</td><td>(307.15)</td><td></td><td></td></tr><tr><td>52081193-90301</td><td>34,430.02</td><td></td><td></td></tr><tr><td>520-23611</td><td>(1,769.77)</td><td></td><td></td></tr><tr><td>520-23612</td><td>(482.66)</td><td></td><td></td></tr></table></div>					PO #		Vendor #	9699-1	Invoice #	MN00102776	Description	Annual Maint 10-1-17 to 9-30-18	Approved by		Date	9-15-17	Org-obj#	Amount	WO#	Taxable Amt	53030001-85221	20,476.65			52591100-78250	21,910.02			525-22801	(1,126.22)			525-22802	(307.15)			52081193-90301	34,430.02			520-23611	(1,769.77)			520-23612	(482.66)		
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520-23612	(482.66)																																															
Please note that the payment is due on or before the maintenance period start date. Therefore, please allow at least 10 business days prior to the due date to mail your payment. Invoice Questions? Please call Sharon Baker at 613-226-5511 ext 2031 OR e-mail SBaker2@harriscomputer.com			Subtotal	US\$73,130.89																																												
			Misc	US\$0.00																																												
			Tax	US\$0.00																																												
			Freight	US\$0.00																																												
			Trade Discount	US\$0.00																																												
			Total	US\$73,130.89																																												

RESOLUTION 2017-265

WHEREAS, on July 9, 2013, by Resolution 2013-227, the City of Grand Island approved the proposal of N. Harris Computer Corporation, dba Advanced Utility Systems, to implement new utility billing software; and

WHEREAS, in order to receive continued maintenance support from the company, it is necessary to make annual payments to Advanced Utility Systems; and

WHEREAS, the cost for the period of October 1, 2017 to September 30, 2018 for CIS Infinity support is \$61,108.13; and

WHEREAS, the cost for the period of October 1, 2017 to September 30, 2018 for Infinity.Link support is \$12,022.76.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the payment to Advanced Utility System for Annual Maintenance Support in the amount of \$73,130.89 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item I-1

#2017-266 - Consideration of Benefits for Sanitary Sewer District No. 538T; North Engleman Road

This item relates to the aforementioned Board of Equalization item D-1.

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

RESOLUTION NO. 2017-266

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2017-BE-6 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 538T, such benefits are the sums set opposite the descriptions as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400495604	Randall J Skarka Trustee Brenda S Janicek-Skarka Trustee	Lot 1, Miracle Valley Second Subdivision	\$ 10,949.87
400149613	Jack Voss Wilma Voss	Misc Tracts 2-11-10 XC School Part W ½ SW ¼, 1.5 Acres	\$ 10,949.87
400165102	Hope E Nelsen	Lot 1, Hope Valley Subdivision	\$ 5,474.94
400165103	Hope E Nelsen	Lot 2, Hope Valley Subdivision	\$ 5,474.94
400165104	Elliot Schneider June S Schneider	Lot 2, Jack Voss Horse Country Club Fourth Subdivision	\$ 10,949.87
			\$ 43,799.49

Approved as to Form ☐ _____
September 22, 2017 ☐ City Attorney

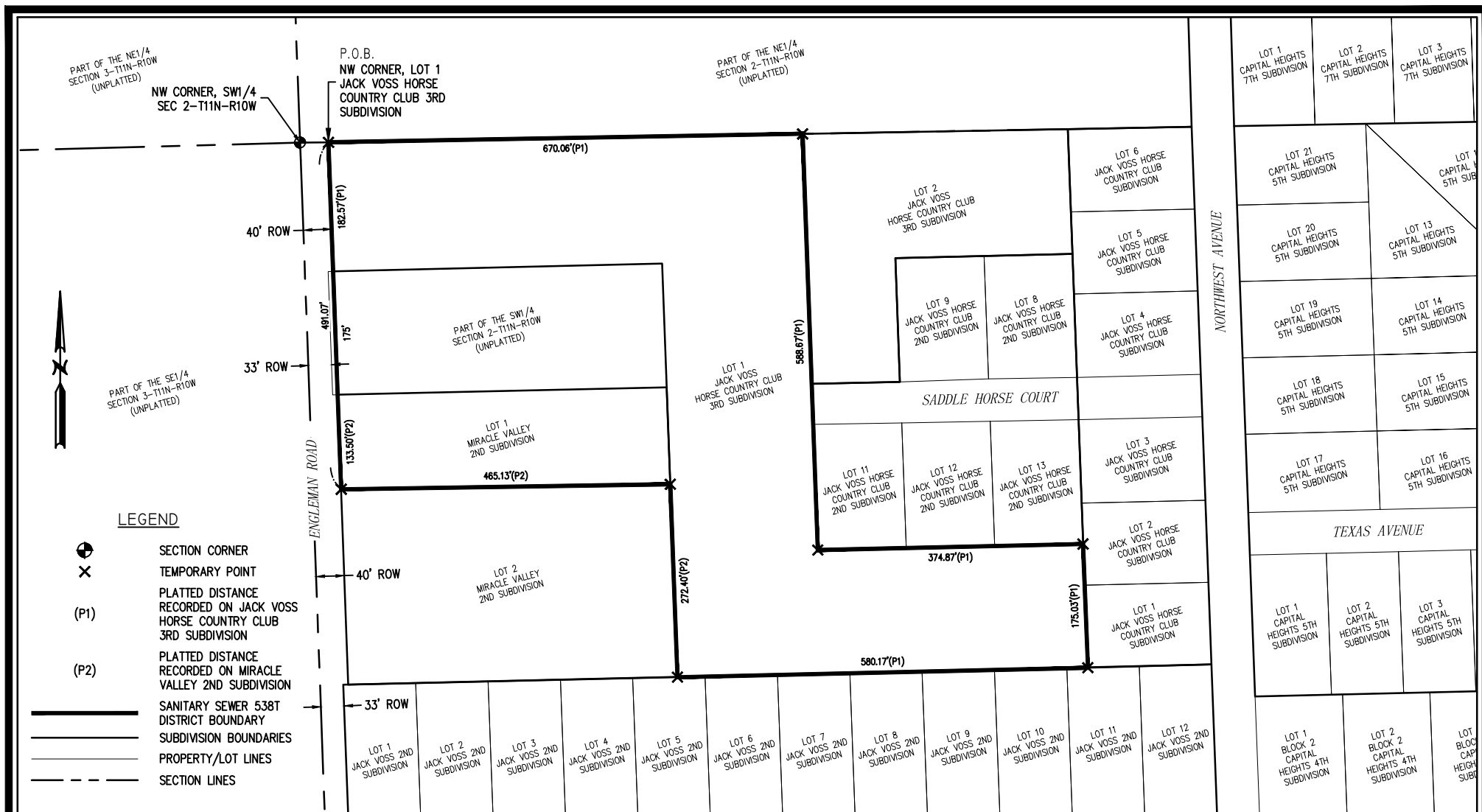
RESOLUTION NO. 2017-266 (Cont.)

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



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

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



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of September 13, 2017 through September 26, 2017

The Claims for the period of September 13, 2017 through September 26, 2017 for a total amount of \$8,145,173.41. A MOTION is in order.

Staff Contact: Renae Jimenez