
City of Grand Island



Tuesday, April 9, 2019 Council Session Agenda

City Council:

Jason Conley
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Clay Schutz
Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

Brent Clark

City Clerk:

RaNae Edwards

7:00 PM

Council Chambers - City Hall
100 East 1st Street, Grand Island, NE 68801

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 - Father Jim Golka, St. Mary's Cathedral, 204 South Cedar 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, April 9, 2019

Council Session

Item E-1

Public Hearing on Request from Luisa M. Lovato dba Ritmos Nightclub, 611 East 4th Street for a Change of Location for Class “I-108549” Liquor License to 316 East 2nd Street

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 9, 2019

Subject: Public Hearing on Request from Luisa M. Lovato dba Ritmos Nightclub, 611 East 4th Street for a Change of Location for Class “I-108549” Liquor License to 316 East 2nd Street

Presenter(s): RaNae Edwards, City Clerk

Background

Luisa M. Lovato dba Ritmos Nightclub, 611 East 4th Street has submitted an application for a Change of Location for their Class “I-108549” Liquor License to 316 East 2nd Street.

Discussion

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

Alternatives

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

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

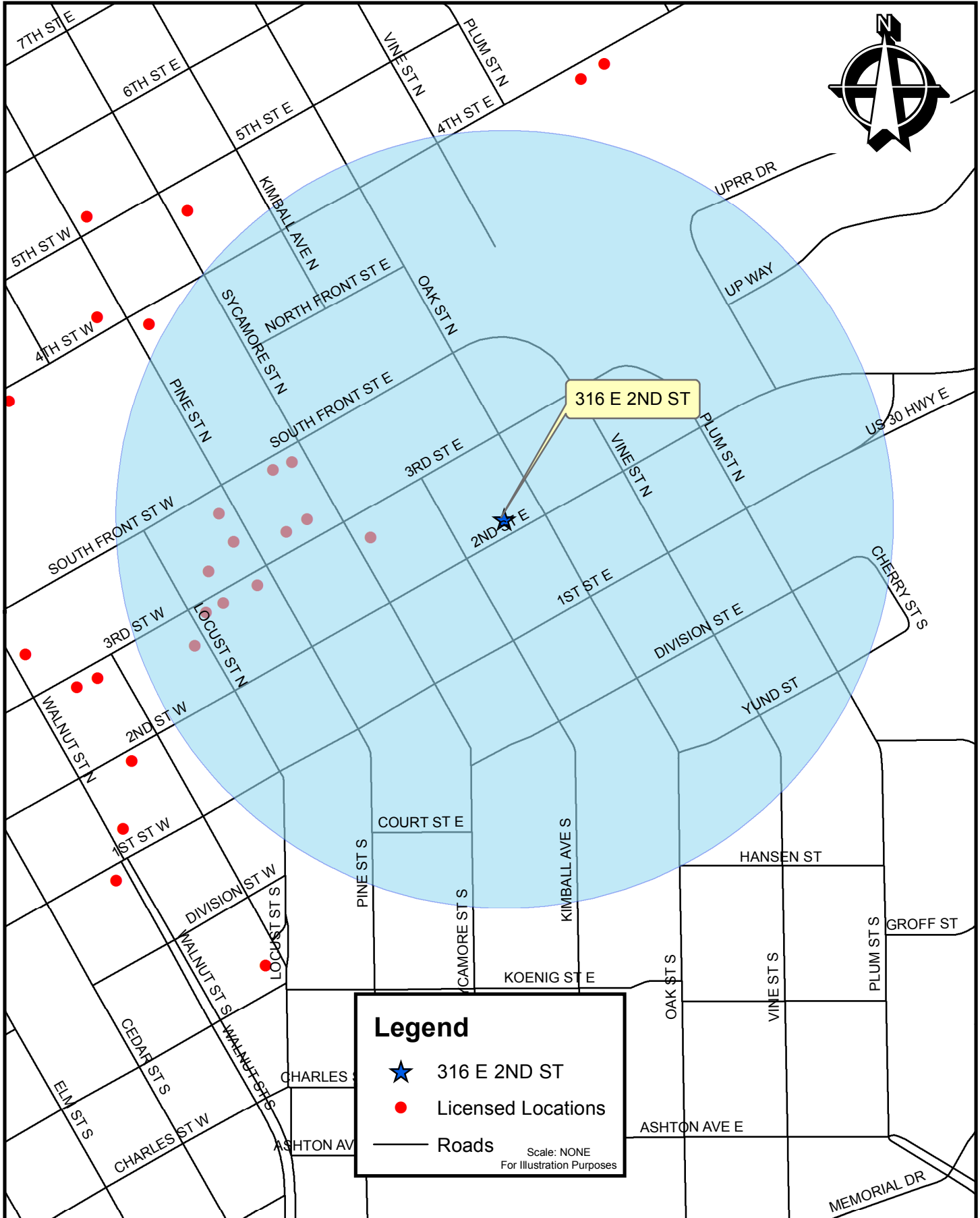
Recommendation

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

Sample Motion

Move to approve the application for a change of location requested by Luisa M. Lovato dba Ritmos Nightclub, 611 East 4th Street to 316 East 2nd Street for Liquor License "I-108549" contingent upon final inspections.

Liquor License Application: Class "I": Ritmos Nightclub





City of Grand Island

Tuesday, April 9, 2019

Council Session

Item E-2

Public Hearing on Request from Jarhead, Inc. dba Texas T-Bone Steakhouse, 1027 E. Bismark Road for a Change of Location for Class “C-111559” Liquor License to 1600 South Locust Street

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 9, 2019

Subject: Public Hearing on Request from Jarhead, Inc. dba Texas T-Bone Steakhouse, 1027 E. Bismark Road for a Change of Location for Class “C-111559” Liquor License to 1600 South Locust Street

Presenter(s): RaNae Edwards, City Clerk

Background

Jarhead, Inc. dba Texas T-Bone Steakhouse, 1027 E. Bismark Road has submitted an application for a Change of Location for their Class “C-111559” Liquor License to 1600 South Loucst Street.

Discussion

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

Alternatives

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

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

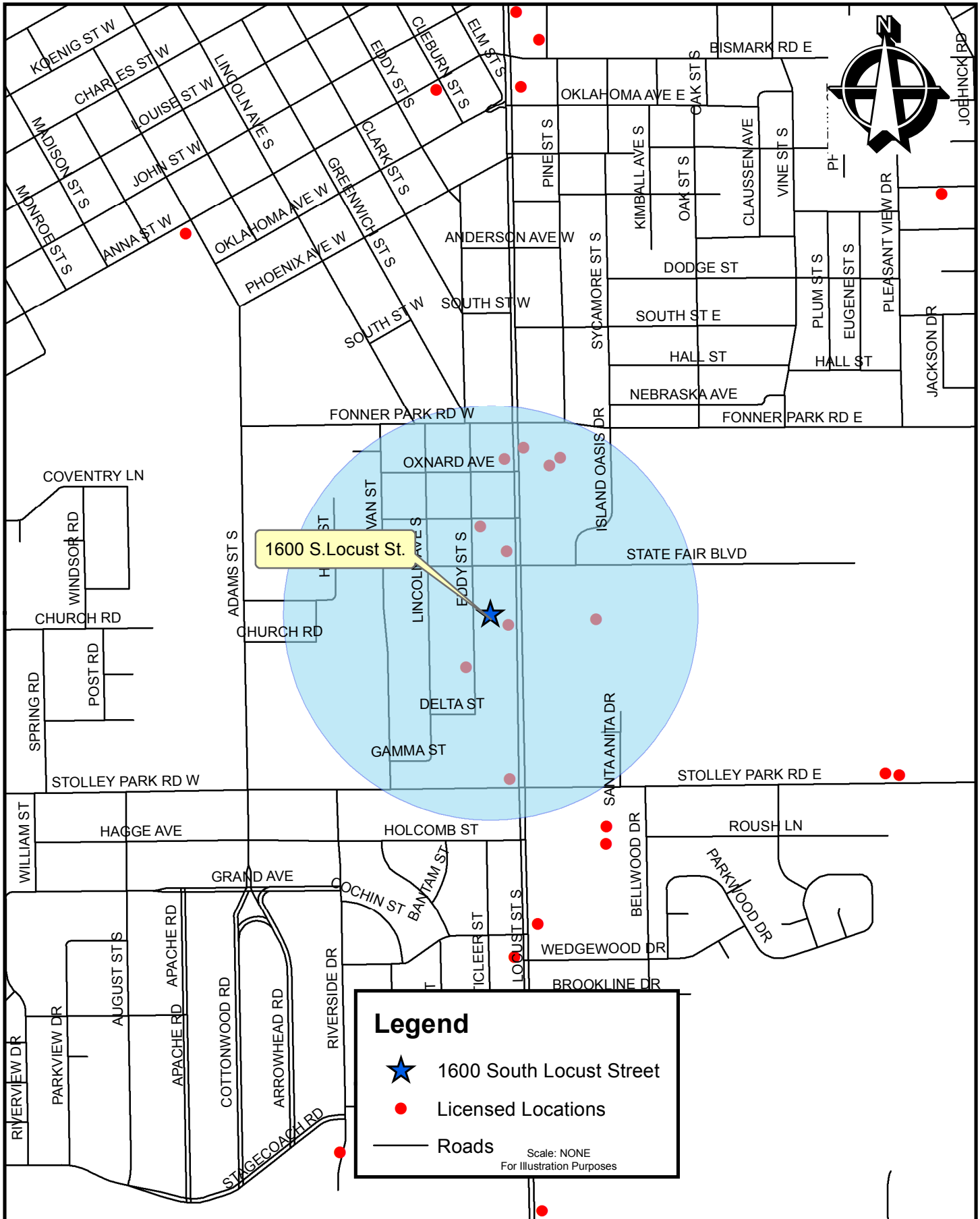
Recommendation

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

Sample Motion

Move to approve the application for a change of location requested by Jarhead, Inc. dba Texas T-Bone Steakhouse, 1027 E. Bismark Road to 1600 South Locust Street for Liquor License "C-111559" contingent upon final inspections.

Liquor License Application: Class "C": Texas T-Bone Steakhouse





City of Grand Island

Tuesday, April 9, 2019

Council Session

Item E-3

**Public Hearing on Request from Luis Jacobo dba Tucan Express,
2120-2124 N. Webb Road for a Class “C” Liquor License**

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 9, 2019

Subject: Public Hearing on Request from Luis Jacobo dba Tucan Express, 2120-2124 N. Webb Road for a Class “C” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Luis Jacobo dba Tucan Express, 2120-2124 N. Webb Road has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale only inside the corporate limits of the city.

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Luis Jacobo dba Tucan Express, 2120-2124 N. Webb Road for a Class "C" Liquor License contingent upon final inspections and completion of a state approved alcohol server/seller training program.

Grand Island Police Department
Supplemental Report

Date, Time: Tue Mar 26 10:35:25 CDT 2019
Reporting Officer: Vitera
Unit- CID

Luis Jacobo is applying for a Class C (beer, wine, distilled spirits, on and off sale) Individual Retail Liquor License for Tucan Express which is currently at the Conestoga Mall but moving to the former Dickey's location on Webb Road. Luis is the only person listed on the application. Luis disclosed the following traffic convictions: Driving during suspension (DDS) in August of 2008, DDS in November of 2008, DDS in February of 2010, and DDS in August of 2012. Luis also disclosed the following non-traffic convictions: MIP and open container in June of 2007, MIP in September of 2008, possession of marijuana less than an ounce (1st offense- looks like it is part of the DDS charge in 11-'08) and assault by mutual consent in September of 2011.

I looked Luis up in Spillman and NCJIS. Spillman shows that Luis has been arrested and jailed by GIPD or HCSO eight times between 2007 and 2012. Luis has some other entries in Spillman when he was a juvenile where he was cited for shoplifting and involved in a theft. He's also been involved in some disturbances and some other traffic stops.

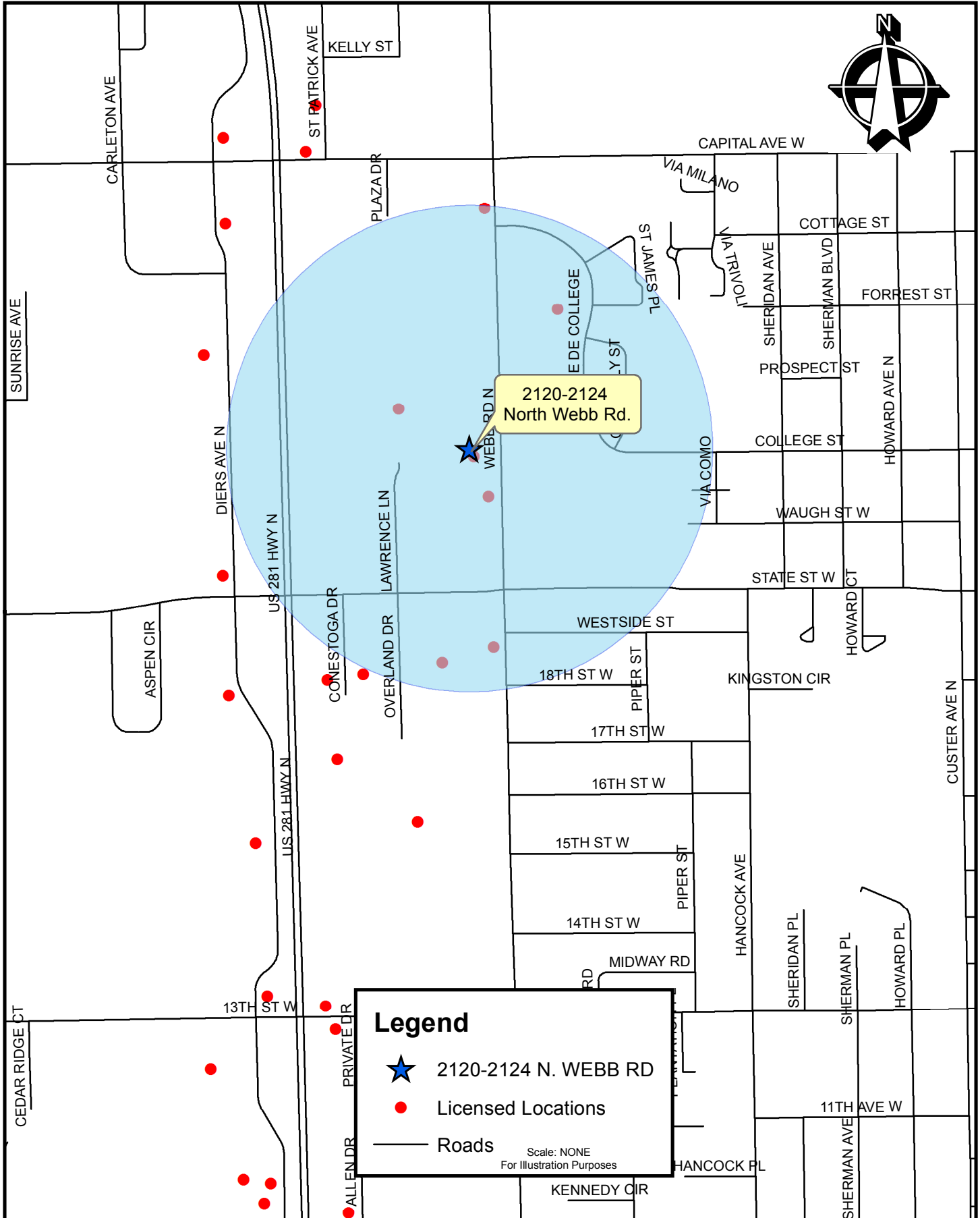
In addition to what he disclosed, NCJIS shows that Luis has been convicted of the following offenses: No operator's license and curfew violation in 2004, stop sign violation in 2005, speeding (21+ MPH) in 2007, speeding (16-20 MPH) in 2007, no operator's license in 2009, speeding (21+ MPH) in 2009, no operator's license and no insurance in 2011. Luis' disclosures came from ordering a Nebraska Department of Motor Vehicles (DMV) report for his traffic convictions and a Nebraska State Patrol Nebraska criminal history check for the non-traffic convictions. I'm not sure how far back the DMV report goes which could explain the discrepancy between what he provided and what I found.

I discovered that Luis has a valid Nebraska driver's license, and he doesn't have any outstanding warrants for his arrest. I also checked Luis through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I didn't find anything out of the ordinary.

Other than an abundance of traffic and other convictions, I didn't find any issues with the application. I called Luis on 3/28/19 and set up a meeting on 4/1/19 at 0930. Nebraska State Patrol Investigator Joe Hansen and I met with Luis at the agreed upon time and place. We discussed the criminal, civil, and administrative liability associated with having a liquor license and went over some scenarios that might incur the aforementioned liabilities. I also noticed on Luis' application that he was planning on keeping the business open until 2 AM. Luis realizes he can't sell alcohol after 1 AM. He said he wants to stay open until 2 AM to catch some of the bar crowd after the bars close. I told Luis that I can't remember seeing a liquor license applicant with more arrests than he's had. Luis said he went through a phase but said he decided it was time to stay out of trouble about the time his first child was born.

All in all, while Luis has several arrests and convictions, none of them automatically preclude him from receiving a liquor license. Moreover, none of his arrests or convictions are within the last 6.5 years. The Grand Island Police Department will not object to Tucan Express receiving a liquor license.

Liquor License Application: Class "C": Tucan Express





City of Grand Island

Tuesday, April 9, 2019

Council Session

Item E-4

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 1 located at 304 West Third Street (Amur Real Estate 1)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: April 9, 2019

Subject: Site Specific Redevelopment Plan for CRA Area #1

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2000, the Grand Island City Council declared property referred to as CRA Area #1 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Amur Real Estate I has submitted an application for tax increment financing to aid in the redevelopment of property on the 304-306 W 3rd Street the Wells Fargo Building. The proposal would redevelop commercial space throughout the building, including the removal of asbestos and update the facade. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on February 13, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on March 13, 2019. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on March 13, 2019. The Planning Commission approved Resolution 2019-07 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 304 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements to and rehabilitation of this building for commercial purposes. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$360,000.

The developer has indicated that they have loan approval for the entire project at 5.25% fixed for 5 years. The loan will contain a 12 month construction phase then converting to 108 months of P & I. The interest rate is fixed for 5 years, then it will re-price to the 5 Year Treasuries plus 225bp. The loan is amortized over 20 years and will balloon in 10.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment Grand Island CRA Area 1 January 2019

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 1.

Executive Summary:

Project Description

THE REDEVELOPMENT OF A PORTION OF THE OLD SEARS BUILDING LOCATED AT 304-306 W. 3RD STREET FOR COMMERCIAL OFFICE USES, INCLUDING ACQUISITION AND BUILDING REHABILITATION AND REMODELING.

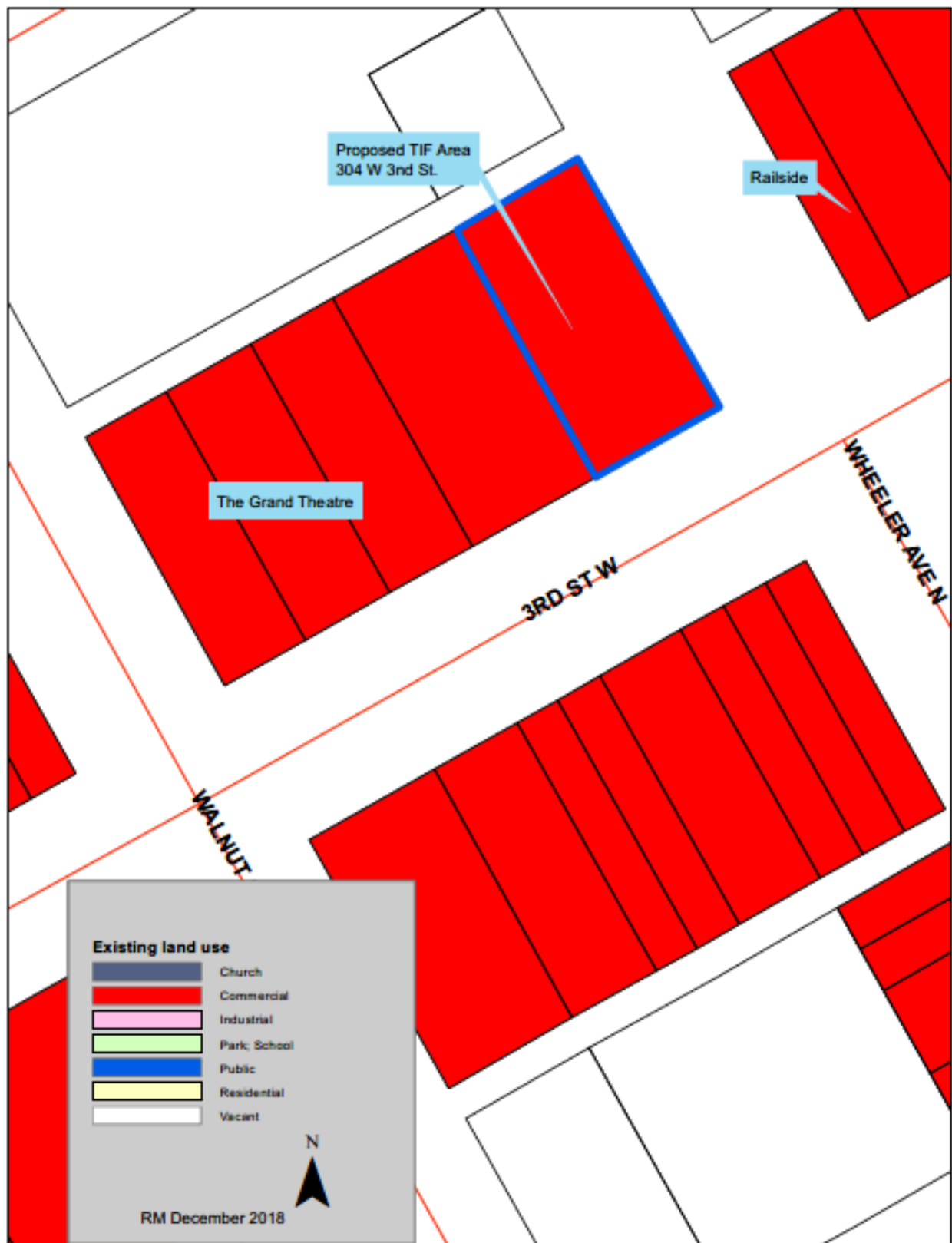
The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the Wells Fargo building located at 304-306 W. 3rd street for commercial office space. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project profitable and affordable in the immediate future. The project will result in renovating and modernizing this building for commercial office space. This project would not be feasible at this time without the use of TIF.

Amur Real Estate I, LLC is purchasing this building for use by Amur Equipment, Inc. (AEF) for commercial office space for employees located in downtown Grand Island. They are purchasing the property for \$675,000. The purchase price is included as an eligible TIF activity. The building is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this building. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2020 towards the allowable costs and associated financing for rehabilitation.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

The 304-306 W. 3rd Street in Grand Island Nebraska.

Legal Descriptions: All of Lot Eight (8) in Block Fifty-Seven (57) in the Original Town, now City of Grand Island, Hall County, Nebraska.



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2021 through 2035 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of this portion of the building for commercial office uses as permitted in the B3 Heavy Business Zoning District.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such

declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on March 13, 2019 and passed Resolution 2019-07 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

a. Land Acquisition:

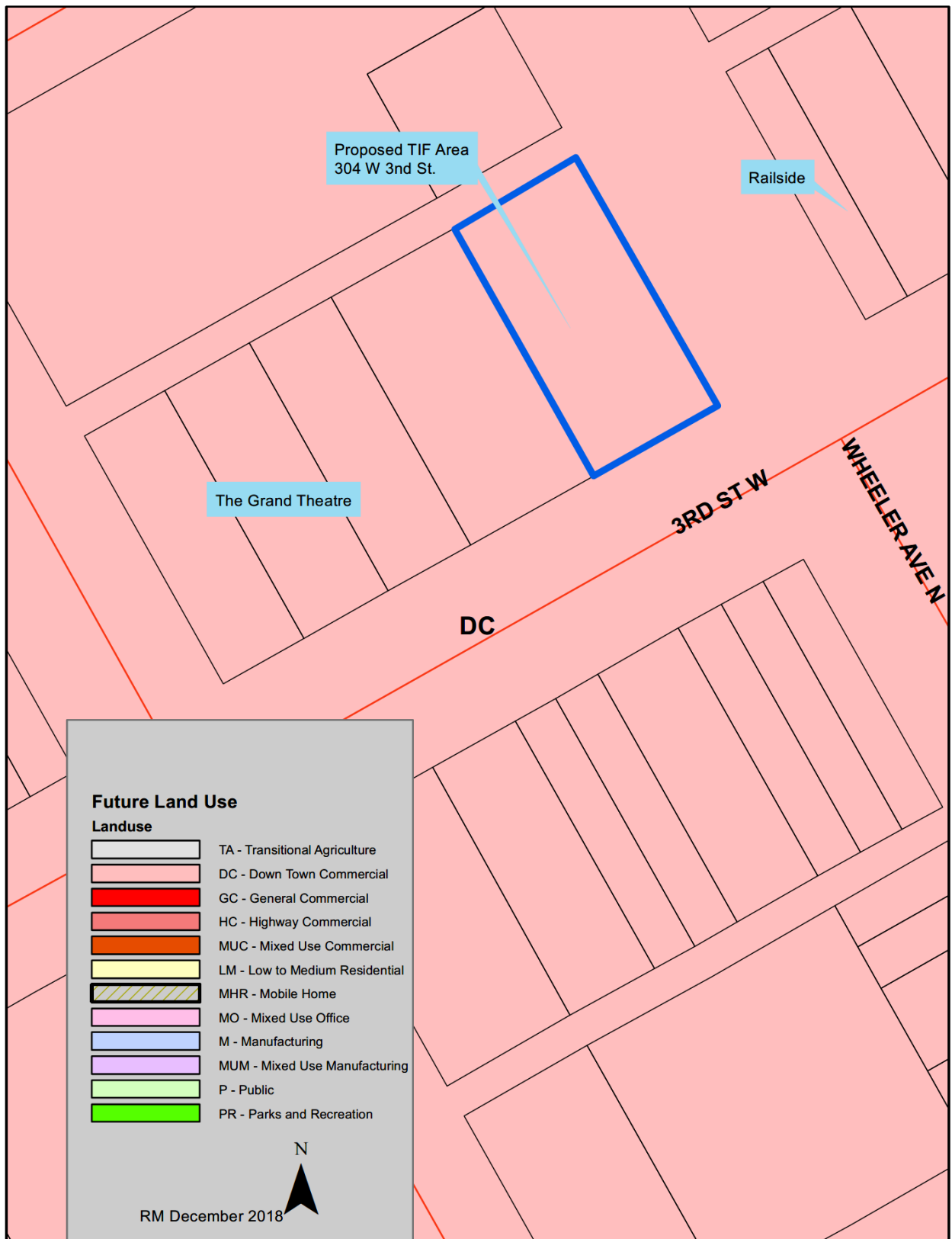
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property. Demotion of internal structures to accommodate the redevelopment is anticipated and permitted.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for Downtown Commercial development; this includes housing and commercial uses within the same structure. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned B3-Heavy Business zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is rehabilitating the existing building. The developer is not proposing to increase the size of the building and current building meets the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. .

Electric utilities are sufficient for the proposed use of this building.

No other utilities would be impacted by the development.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

No other utilities would be impacted by the development. [§18-2103(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property.

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer purchased this property on November 9, 2018 for \$675,000. The estimated costs of rehabilitation of this property is \$1,575,000,, onsite improvements of \$250,000 planning related expenses for Architectural and Engineering services of \$130,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees of

\$7,100 including a reimbursement to the City and the CRA of \$7,100 are included as TIF eligible expense. The total of eligible expenses for this project exceeds \$2,637,000.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$360,000 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2022 through December 2035.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of both the Downtown Business Improvement District and refurbish vacant street level commercial space in a timely manner.

8. Time Frame for Development

Development of this project is anticipated to be completed between January 2019 and December of 2019. Excess valuation should be available for this project for 15 years beginning with the 2020 tax year.

9. Justification of Project

This is an historic building in downtown Grand Island that will be preserved with this project. The use of this street level space for commercial offices is consistent with the long term development plans for Downtown. This will return a building that has been occupied at the center of Downtown for since its construction in 1960 to full occupancy keeping more than 100 employees in the downtown area.

10. Cost Benefit Analysis Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$360,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$2,452,100 in private sector financing; a private investment of \$6.81 for every TIF dollar invested.

Use of Funds	Source of Funds.			
Description	TIF Funds	Other Grants	Private Funds	Total
Site Acquisition	\$360,000	—	\$315,000	\$675,000
Legal and Plan*			\$7,100	\$7,100
Engineering/Arch			\$130,000	\$130,000
Renovation			\$1,575,000	\$1,575,000
Site Improvements			\$250,000	\$250,000
Contingency			\$175,000	\$175,000
TOTALS	\$360,000		\$2,452,100	\$2,812,100

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2019, valuation of approximately \$675,000. Based on the 2017 levy this would result in a real property tax of approximately \$15,204. It is anticipated that the assessed value will increase by \$1,200,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$27,030 annually. The tax

increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value:	\$ 675,000
Estimated value after completion	\$ 1,875,000
Increment value	\$ 1,200,000
Annual TIF generated (estimated)	\$ 27,030
TIF bond issue	\$ 360,000

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of \$692,000. The proposed redevelopment will create additional valuation of \$1,200,000. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools in any significant way. Fire and police protection are available and should not be negatively impacted by this development.

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

This will provide additional commercial office space options in the downtown area consistent with the planned development in Downtown Grand Island. This will create vacancies within the Downtown Center building. Those spaces are generally well suited for smaller offices.

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area

(e) Impacts on student populations of school districts within the City or Village:

This development will have a minimal impact on the Grand Island School system as it will likely not result in any increased attendance. No additional residential units are anticipated with this project. Amur employees that are in Grand Island are already having an impact on the school district that that is not likely to increase substantially due to this project.

(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project is consistent the goals of the Council, the Downtown BID, the CRA, and Grow Grand Island to support business located in and locating in downtown Grand Island.

Time Frame for Development

Development of this project is anticipated to be completed during between January of 2019 and December of 2019. The base tax year should be calculated on the value of the property as of January 1, 2019. Excess valuation should be available for this project for 15 years beginning in 2020 with taxes due in 2021. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$360,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$2,700,000 on TIF eligible activities.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Amur Real Estate I, LLC (including Amur Equipment Finance, Inc.)

Address:

308 N. Locust, Suite 400, Grand Island, NE 68801

Telephone No.: 308-398-4133 Fax No.:

Contact:

Jessica Kort

Brief Description of Applicant's

Business: Lessor of real estate to related party Amur Equipment, Inc. (AEF).

AEF is an independent equipment leasing company, focusing on small to medium ticket transactions ranging from 10k to 2MM. AEF has originated over 1 BN of leases.

AEF provides financing and other leases to a diverse range of industries and offers situation specific underwriting expertise to provide fast, friendly, and flexible financing solutions.

Present Ownership Proposed Project Site: Amur Real Estate I, LLC (purchased 11/9/18)

Address is 304-306 W. 3rd Street, Grand Island, NE

Proposed Project: Building square footage, size of property, description of
buildings – materials, etc. Please attach site plan, if
available.

Complete remodel and upgrade of commercial office building. Building is
24,466 square feet. All except 3,000 feet of mechanical space in the
basement will be renovated. Renovation will include asbestos removal, demolition,
exterior upgrades, complete interior remodel, and access for future potential
rooftop garden and patio. See attached design plans and construction
quotes for detail.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 25,000

Approximate based on assessor estimate

B. Building \$ 650,000

Construction Costs:

A. Renovation or Building Costs: \$ 1,575,000

B. On-Site Improvements: \$ 250,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 130,000

B. Financing Fees:	\$

C. Legal/Developer/Audit Fees:	\$ 0

D. Contingency Reserves:	\$ 175,000

E. Other (Please Specify)	\$

TOTAL	\$ 2,805,000

Total Estimated Market Value at Completion: \$ 2,000,000

Source of Financing:

A. Developer Equity:	\$ 511,000

B. Commercial Bank Loan:	\$ 1,934,000

Tax Credits:	
1. N.I.F.A.	\$ 0

2. Historic Tax Credits	\$ 0

D. Industrial Revenue Bonds:	\$ 0

E. Tax Increment Assistance: \$ 360,000

F. Other \$ 0

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Architect - Davis Design, Inc., 1221 'N' Street, Suite 600, Lincoln, NE 68508

General Contractor - Chief Construction, 3935 Westgate Road,
Grand Island, NE 68803

Estimated Real Estate Taxes on Project Site Upon Completion of Project:

(Please Show Calculations)

Current value - 675,000. Approximate remodel value at cost - 2,675,000

Remodeled value (building cost and remodel at 60%) - 1,875,000

Property tax value @ old - 13,500, Property tax value @ new - 37,500;

Increase in property tax - 24,000 per year (TIF value at 15 years 360,000)

Project Construction Schedule:

Construction Start Date:

January 2019

Construction Completion Date:

December 2019 *For main building remodel. Future rooftop remodel would be by December 2024.

If Phased Project:

_____ Year _____ %

Complete

_____ Year _____ %

Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

Tax increment financing will be used with other funds to complete a 2 million remodel project on the old Overland National Bank building in downtown Grand Island. If awarded TIF, Amur will use funds to pay for remodel options that could be eliminated if not awarded TIF. If Amur starts remodeling the interior, they will be responsible for asbestos removal, estimated to cost \$125,000. TIF helps defray this cost, which enables Amur to proceed with an interior remodel. In addition, TIF will be used to pay for exterior upgrades and improvements, including \$150,000 of metal composite material panels over the existing facade. Long term, Amur would like to add an outdoor rooftop garden and patio. The savings in property tax would allow this project to happen, bringing a unique offering to downtown.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing

for Proposed Project: Amur is making an investment in the people and town of Grand Island by purchasing an empty building in downtown and potentially investing two million dollars in renovation for this key building in downtown Grand Island. Amur has grown at a rapid rate, adding over fifty employment positions in the same area over the past five years. The company purposefully sacrificed higher profitability for the sake of volume growth. With that strategy comes the need to keep overhead costs down. The company is hesitant to commit to the full renovation, knowing it is highly unlikely they would ever be able to gain their investment value back, due to market capacity for the location in a blighted and substandard area. TIF approval would enable Amur to not have the burden of additional property tax for a project that is already not financially profitable. The building is in a prime area of downtown, next to the Railside plaza, where Hear GI concerts and other events are held. Amur would like to do a full renovation, that would allow for the company to complete most desired projects prior to occupancy, enhancing the exterior aesthetic appeal and revitalizing the inside to a modern office with appeal to recruit employees to the downtown area. If not awarded TIF financing, Amur will plan to move into the building as is, not increasing the long-term value to downtown Grand Island.

Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or

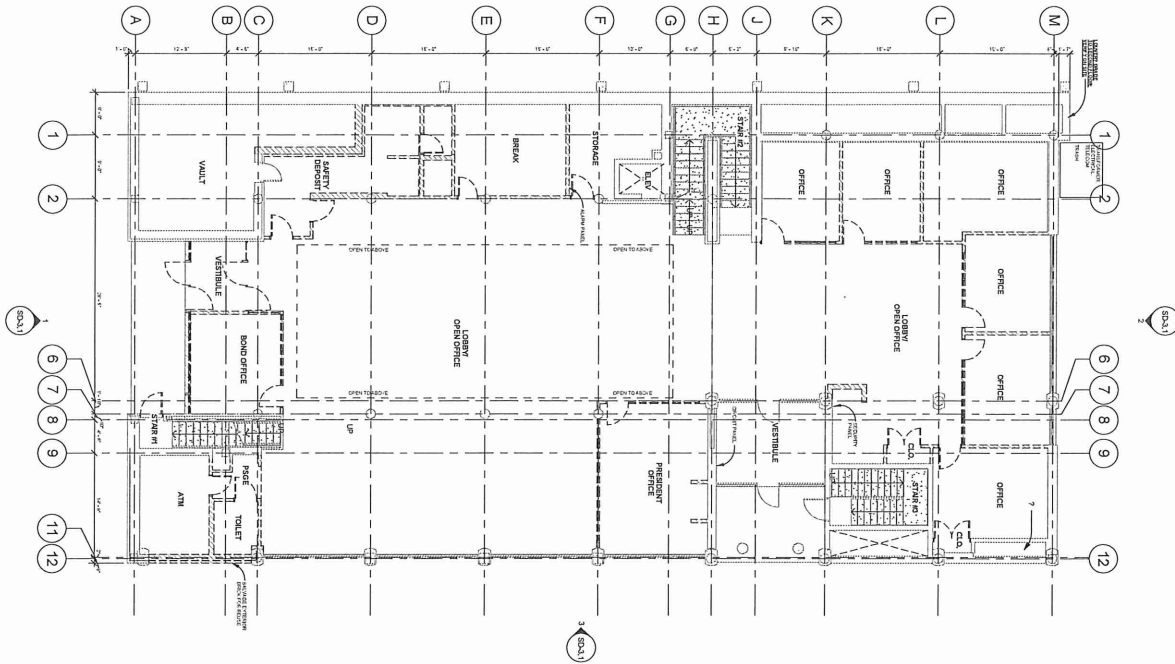
has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

NONE

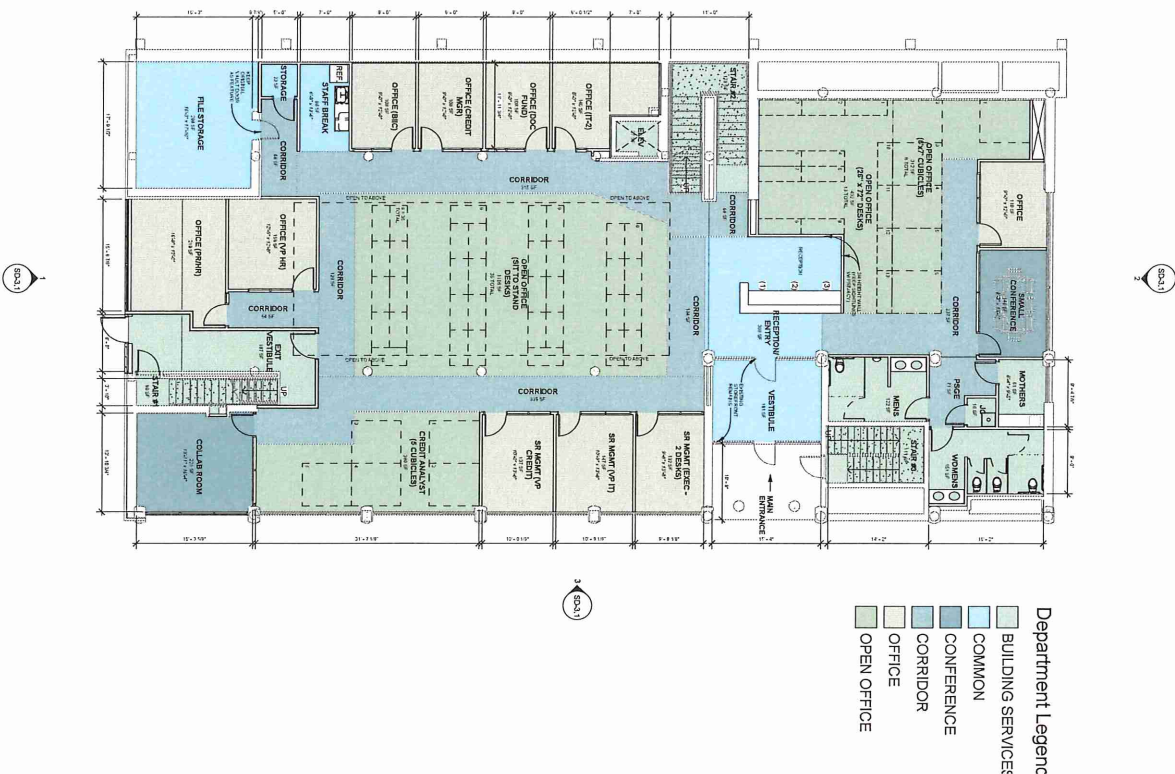
- IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years. Attached

Post Office Box 1968
Grand Island, Nebraska 68802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabity@grand-island.com

2 FIRST FLOOR DEMO PLAN
1/8" = 1'-0"



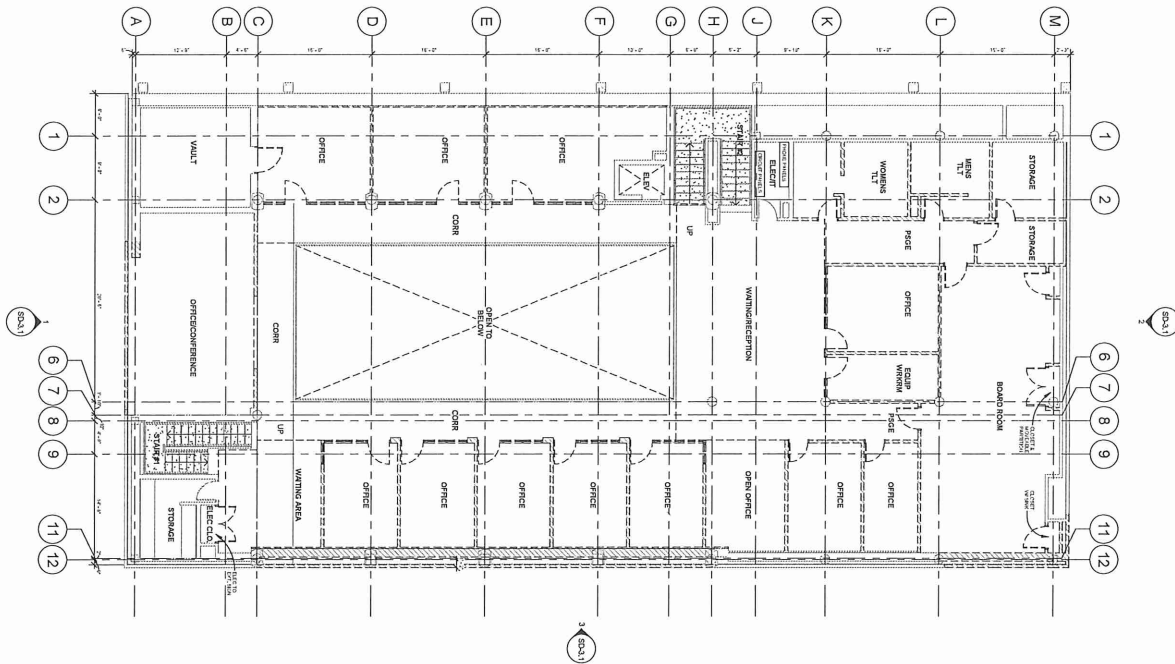
1 FIRST FLOOR FLOOR PLAN
1/8" = 1'-0"



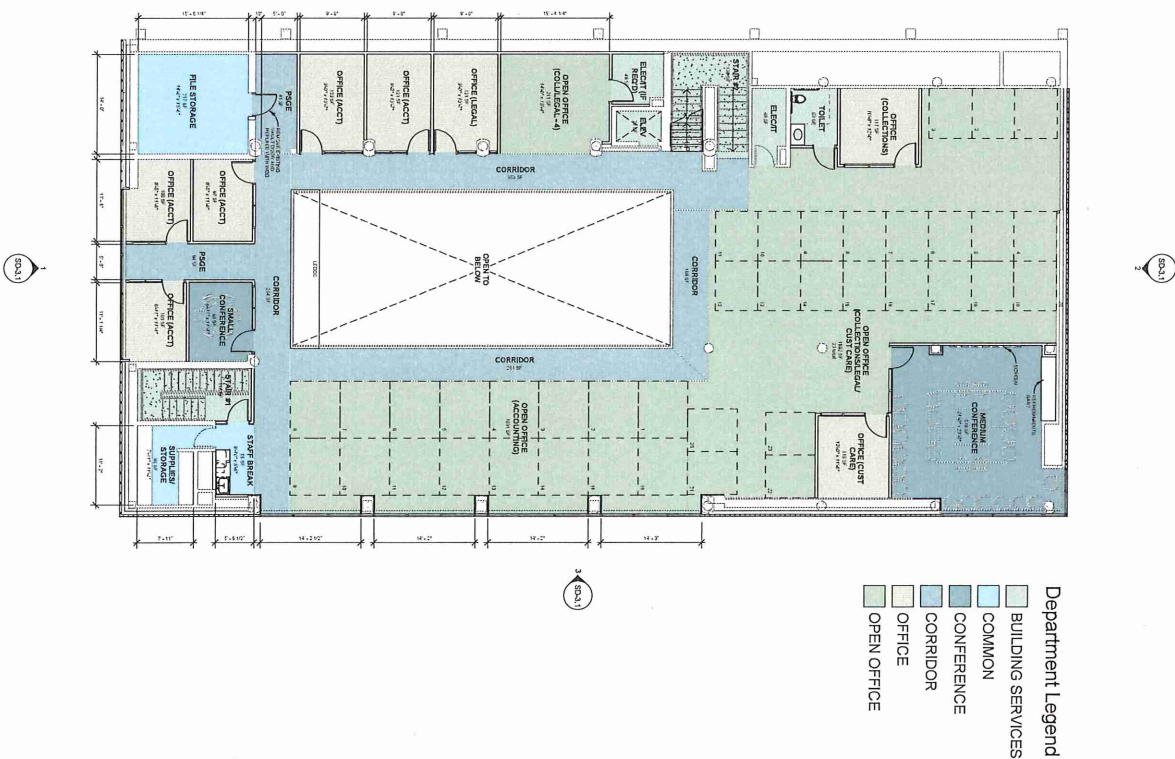
Amur Finance Company

Lincoln
1221 N Street, Suite 600

1 SECOND LEVEL DEMO PLAN
1/8" = 1'-0"



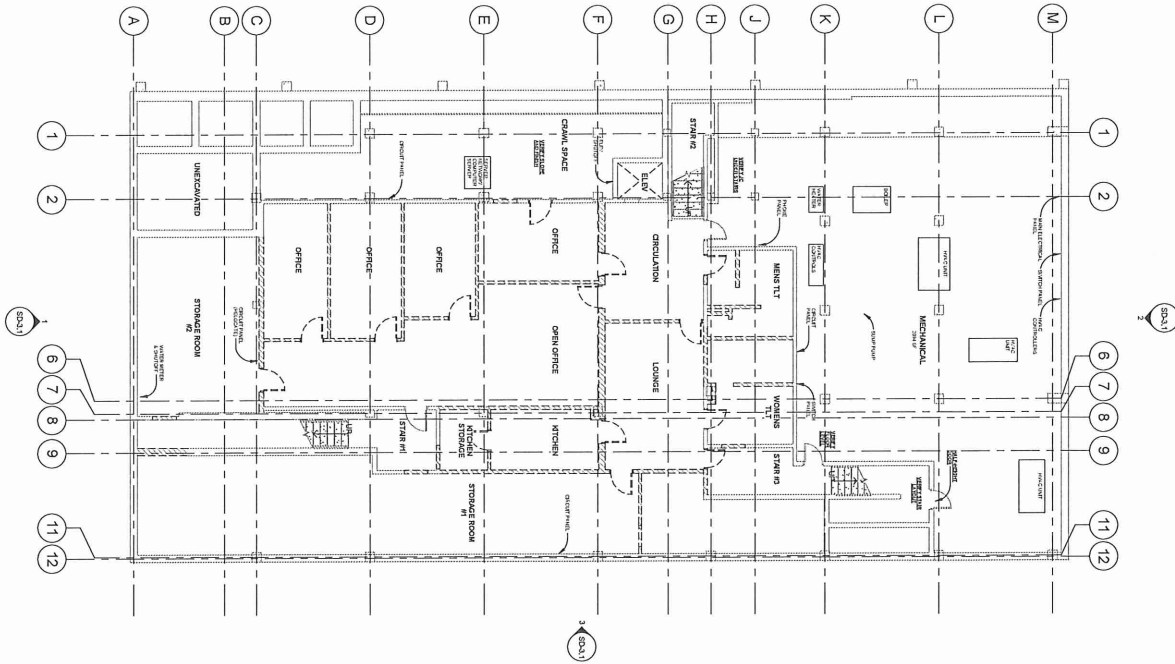
2 SECOND LEVEL FLOOR PLAN
1/8" = 1'-0"



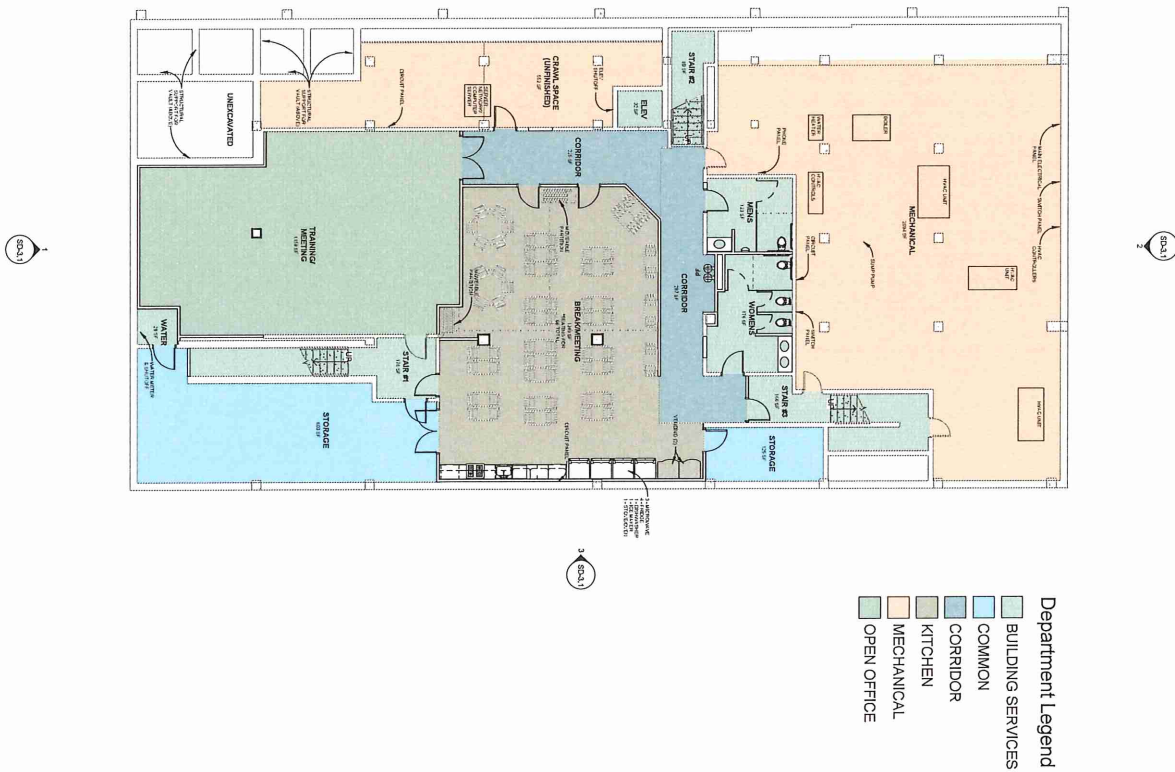
Amur Finance Company

Lincoln
1221 N Street, Suite 600

1 BASEMENT LEVEL DEMO
 1/8" = 1'-0"



2 BASEMENT LEVEL FLOOR PLAN
 1/8" = 1'-0"



Amur Finance Company

Council Session 7/9/2019

Grand Island
 Basement Demo & Preliminary

Lincoln
 1221 N Street, Suite 600

design
 Vermillion
 15 East Main, Suite 201
 Vermillion SD 57069
 Phone 605-624-1081



3935 Westgate Road
P.O. Box 2078
Grand Island, NE 68802-2078
308.389.7222

November 1, 2018

Mr. James Truran
Amur Equipment Finance
One North Lexington Ave, Ste 1101
White Plains, NY 10601-1712

James:

Upon review of the preliminary plans provided to us by Davis Design we propose the following budgetary estimate for the items listed below.

General Conditions (8%)	\$140,500.00
Project Manager	
Project Superintendent	
Temporary Facilities	
Dumpsters and Cleaning	
Safety, Fuel, Permits, Insurance	
Demolition	\$168,500.00 price increased to cover the cost of the rooftop stair
Asbestos Removal	\$124,000.00 per quote provided to Owner
Masonry	\$5,000.00
Cabinets and Countertops	\$19,000.00
Carpentry	\$56,000.00
Joint Sealants	\$5,000.00
Entrances, Storefronts and Glass	\$93,000.00 eliminated interior aluminum doors and frames
Wood Doors, Hollow Metal Frames and Hardware	\$56,000.00 added interior hollow metal frames and wood doors
Painting and Staining	\$59,000.00
Steel Stud Framing, Sound Insulation and Drywall	\$96,000.00 eliminated framing and substrate on exterior for MCM
Flooring	\$108,000.00
Acoustical Tile Ceilings	\$51,000.00
Building Specialties and Accessories	\$8,000.00
MCM Panels	\$147,000.00 Genwall system per SGH
Plumbing	\$84,000.00
HVAC	\$80,000.00
Electrical	\$200,000.00
Construction Management Fee (5%)	\$75,000.00
	\$1,575,000.00
Owner's Contingency	\$175,000.00 Recommended until rooftop construction scope finalized

This preliminary budget is based on update preliminary plans provided and two site visits. These prices are subject to change based on final design and construction documents.

Respectfully,

Gary Peters
Project Manager
Chief Construction

Amur Equipment Finance, Inc. and Subsidiaries

Consolidated Balance Sheets

December 31,	2017	2016
Assets		
Cash and cash equivalents	\$ 6,527,209	\$ 16,406,662
Cash and cash equivalents, restricted	21,085,651	17,163,381
Investments:		
Trading securities at fair value (at cost of \$5,411,181 and \$14,516,885, respectively)	5,027,801	12,046,373
Due from broker	236,712	9,736,690
Financing receivables, net	319,128,020	285,640,333
Related party notes receivable	480,073	384,623
Equipment (net of accumulated depreciation of \$1,011,395 and \$628,477, respectively)	1,439,554	1,172,139
Deferred tax asset	-	20,729
Other assets	12,106,260	12,308,078
Total Assets	\$ 366,031,280	\$ 354,879,008
Liabilities and Equity		
Liabilities		
Accounts payable	\$ 722,547	\$ 162,473
Contracts in process	7,609,070	4,880,139
Other liabilities	5,033,159	4,571,652
Margin Loan	4,420	3,584,310
Net deferred tax liability	1,503,000	-
Investments:		
Securities sold, not yet purchased, at fair value	287,612	1,603,910
Secured debt:		
Securitized debt	165,805,483	275,634,318
Senior debt	122,321,134	-
Subordinated debt:		
Due to related parties	50,000,000	50,000,000
Redeemable preferred stock	-	236,344
Total liabilities	353,286,425	340,673,146
Equity		
Common stock (\$1 par value; 386 voting; 7,135 non-voting shares issued and outstanding)	7,521	7,521
Preferred stock	8,086,906	10,588,306
Treasury stock - at cost	(37,045)	(37,045)
Additional paid-in capital	9,110,734	9,021,806
Due from shareholder	(1,377,930)	(1,277,215)
Accumulated deficit	(3,045,331)	(4,097,511)
Total Equity	12,744,855	14,205,862
Total Liabilities and Equity	\$ 366,031,280	\$ 354,879,008

See accompanying notes to consolidated financial statements.

Amur Equipment Finance, Inc. and Subsidiaries

Consolidated Statement of Operations

Year ended December 31,	2017	2016
Revenues		
Financing income	\$ 24,527,598	\$ 23,953,826
Fee income	1,747,079	1,425,305
Commission income	54,348	810,130
Other income	4,342,662	3,742,026
Total Revenues	30,671,687	29,931,287
Provision for uncollectible accounts	(5,698,865)	(7,071,027)
Net Revenues	24,972,822	22,860,260
Finance Expenses		
Interest expense	15,174,668	14,408,843
Loan amortization expense	1,628,764	1,686,517
Total Finance Expenses	16,803,432	16,095,360
Finance margin	8,169,390	6,764,900
Expenses		
Salaries and employee benefits	6,055,574	3,402,150
Operating supplies and other expenses	7,837,855	5,942,355
Office rent and occupancy costs	686,951	366,003
Depreciation expense	382,917	156,465
Total Operating Expenses	14,963,297	9,866,973
Investment Income		
Net investment income	2,873	62,898
Investment income from trading securities	9,852,500	(1,422,575)
Net Investment Income (Loss)	9,855,373	(1,359,677)
Gain on termination of subsidiary	-	601,450
Net income (loss) before income tax expense	3,061,466	(3,860,300)
Income Tax Expense (Benefit)	720,798	(1,741,706)
Net Income (Loss)	\$ 2,340,668	\$ (2,118,594)

See accompanying notes to the consolidated financial statements.

Amur Equipment Finance, Inc. and Subsidiaries

Consolidated Balance Sheets

December 31,	2016	2015 Restated
Assets		
Cash and cash equivalents	\$ 16,406,662	\$ 11,485,475
Cash and cash equivalents, restricted	17,163,381	20,585,000
Investments:		
Trading securities at fair value (at cost of \$14,516,885 and \$0, respectively)	12,046,373	-
Due from broker	9,736,690	-
Financing receivables, net	285,640,333	282,759,852
Related party notes receivable	384,623	388,836
Equipment (net of accumulated depreciation of \$628,477 and \$472,012, respectively)	1,172,139	435,016
Deferred tax asset	20,729	-
Other assets	12,308,078	7,206,436
Total Assets	\$ 354,879,008	\$ 322,860,615
Liabilities and Equity		
Liabilities		
Accounts payable	\$ 162,473	\$ 1,169,596
Contracts in process	4,880,139	9,387,620
Other liabilities	4,571,652	4,642,302
Net deferred tax liability	-	2,564,004
Investments:		
Securities sold, not yet purchased, at fair value	1,603,910	-
Due to broker	3,584,310	-
Secured debt:		
Securitized debt	275,634,318	183,570,008
Senior debt	-	59,767,025
Subordinated debt:		
Due to related parties	50,000,000	46,516,536
Redeemable preferred stock	236,344	8,389,426
Total liabilities	340,673,146	316,006,517
Equity		
Common stock (\$1 par value; 386 voting; 7,135 non-voting shares issued and outstanding)	7,521	7,521
Preferred stock	10,588,306	-
Treasury stock - at cost	(37,045)	(37,045)
Additional paid-in capital	9,021,806	8,384,667
Due from shareholder	(1,277,215)	(1,277,215)
Accumulated deficit	(4,097,511)	(895,073)
Total Equity Attributable to Amur Equipment Finance, Inc.	14,205,862	6,182,855
Non-controlling interest	-	671,242
Total Equity	14,205,862	6,854,097
Total Liabilities and Equity	\$ 354,879,008	\$ 322,860,615

See accompanying notes to consolidated financial statements

Amur Equipment Finance, Inc. and Subsidiaries

Consolidated Statements of Operations

<i>Year ended December 31,</i>	2016	2015 Restated
Revenues		
Financing income	\$ 23,953,826	\$ 22,294,397
Fee income	1,425,305	1,197,445
Commission income	810,130	2,866,340
Other income	3,742,026	2,580,944
Total Revenues	29,931,287	28,939,126
Provision for uncollectible accounts	(7,071,027)	(5,575,000)
Net Revenues	22,860,260	23,364,126
Finance Expenses		
Interest expense	14,408,843	11,280,898
Loan amortization expense	1,686,517	1,398,687
Total Finance Expenses	16,095,360	12,679,585
Finance margin	6,764,900	10,984,541
Expenses		
Salaries and employee benefits	3,402,150	2,462,845
Operating supplies and other expenses	5,942,355	4,508,554
Office rent and occupancy costs	366,003	325,842
Depreciation expense	156,465	52,643
Total Operating Expenses	9,866,973	7,349,884
Investment Income		
Net investment income	62,898	-
Net realized trading gain on securities	1,105,507	-
Net unrealized trading loss on securities	(2,528,082)	-
Net Investment Loss	(1,359,677)	-
Gain on termination of subsidiary	601,450	-
Net (loss) income before income tax expense	(3,860,300)	3,634,657
Income Tax (Benefit) Expense	(1,741,706)	1,924,985
Net (Loss) Income	(2,118,594)	1,709,672
Net income attributed to non-controlling interest	-	(438,546)
Net (Loss) Income Attributed to Amur Equipment Finance, Inc.	\$ (2,118,594)	\$ 1,271,126

See accompanying notes to the consolidated financial statements.

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION NO. 300

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED
REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING
COMMISSION FOR ITS RECOMMENDATION

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:


The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 13th day of February, 2019

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA.

By 
Chairperson

ATTEST:


Secretary

Amur Financial 304 W 3rd

**COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND,
NEBRASKA**

RESOLUTION NO. 301

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 1, from Amur Real Estate I, LLC., (The "Developer") for redevelopment of property located at 304 W 3rd Street, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 1;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

Section 2. The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 13th day of February, 2019.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA.

By 
Chairperson

ATTEST:


Secretary

Amur Real Estate I, LLC 304 W 3rd

Resolution Number 2019-07

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A
REDEVELOPMENT PLAN IN THE CITY OF GRAND ISLAND, NEBRASKA;
AND APPROVAL OF RELATED ACTIONS**

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred the **amendment of the Redevelopment Plan for CRA Area 1 requested by Amur Real Estate I** to the Hall County Regional Planning Commission, (the "**Commission**") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

WHEREAS, the Commission held a public hearing on the proposed plan on March 13, 2019, and

WHEREAS, the chair or president of Hall County Board, Grand Island School Board, Central Platte Natural Resources District, Educational Service Unit #10 and Central Community College were notified by certified mail of said hearing, and

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Friday February 25th and Friday March 1st, and

WHEREAS, there are no Neighborhood Associations registered with the City of Grand Island, and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan finding that it is in conformance with the comprehensive development plan (general plan for development) for the City of Grand Island.

Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: March 13, 2019

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: 
Chair

By: 
Secretary



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item E-5

Public Hearing on Acquisition of Utility Easement - 1405 W. Koenig - Bosselman Properties, Inc.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 9, 2019

Subject: Acquisition of Utility Easement – 1405 W. Koenig –
Bosselman Properties, Inc.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Bosselman Properties, Inc., through a part of Fractional Lot Five (5) and Fractional Lot Six (6) Block Twenty-Four (24), together with part of vacated alley and part of vacated Jefferson Street, all in Charles Wasmer's Addition to the City of Grand Island, Hall County, Nebraska (1405 W. Koenig), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

As part of an electrical infrastructure upgrade, the Utilities Department needs to tie together two overhead feeder lines along Jefferson Street from the alley between Koenig and Division Streets to the alley between Charles and Louise Streets. As part of the work, the Utilities Department needs to bore 6" conduit, install 3-phase cable, and install a high voltage terminal to provide an underground electric tie for the upgrade. The proposed easement will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

Alternatives

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

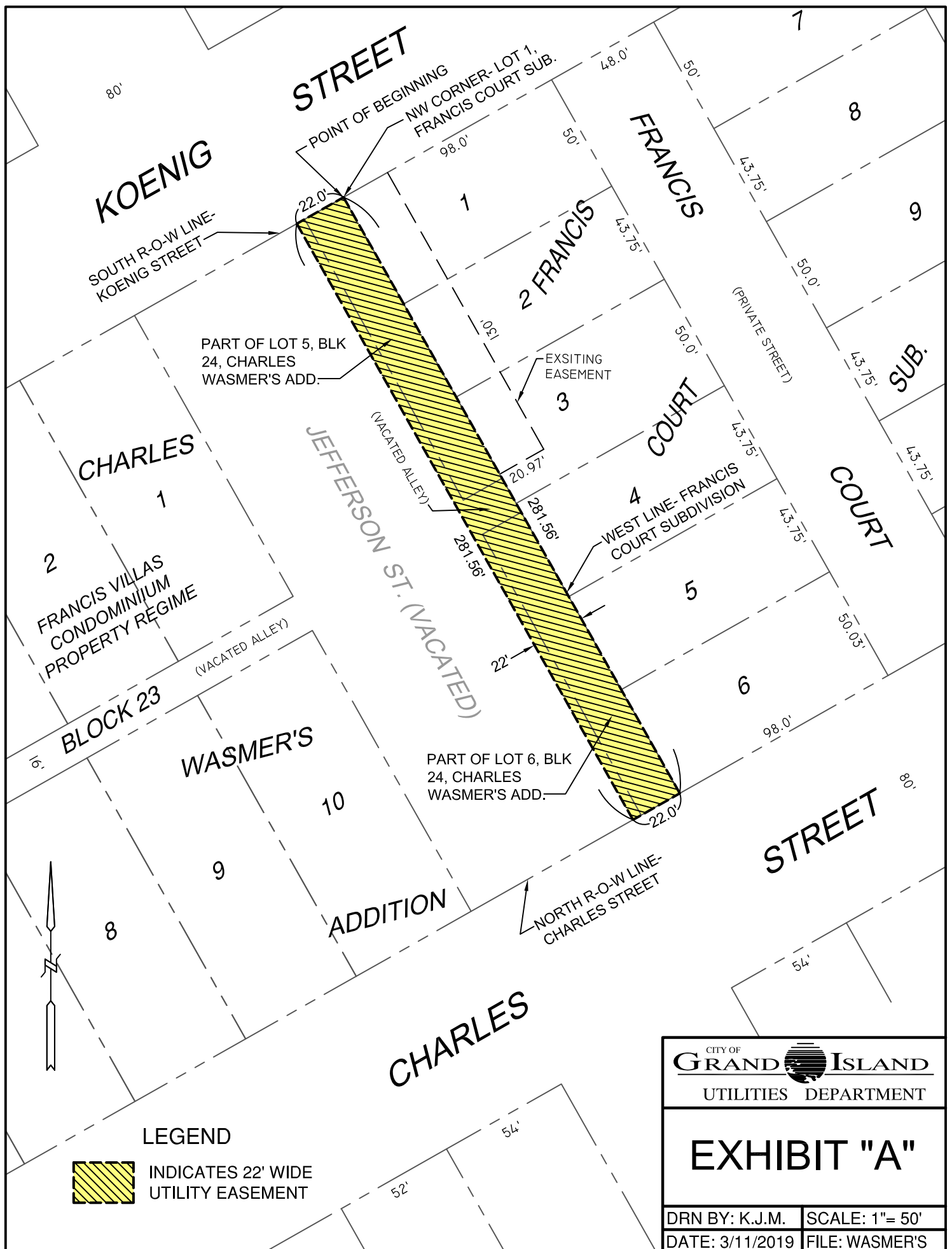
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, April 9, 2019

Council Session

Item E-6

Public Hearing on Acquisition of Utility Easement - 2620 W. Faidley Avenue - Saint Francis Medical Center

Council action will take place under Consent Agenda item G-9.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 9, 2019

Subject: Acquisition of Utility Easement – Saint Francis Medical Center – 2620 West Faidley Avenue

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Saint Francis Medical Center, located through a part of Lot One (1), Saint Francis Medical Third Subdivision, in the City of Grand Island, Hall County, Nebraska (2620 West Faidley), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Saint Francis Medical Center has requested an electrical service for the new Cancer Treatment Center located on the south side of the Saint Francis Medical Center located at 2620 West Faidley Avenue. As part of the work the Utilities Department needs to install 3-phase cable and a pad-mounted transformer to provide service to the addition. The proposed easement will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

Alternatives

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

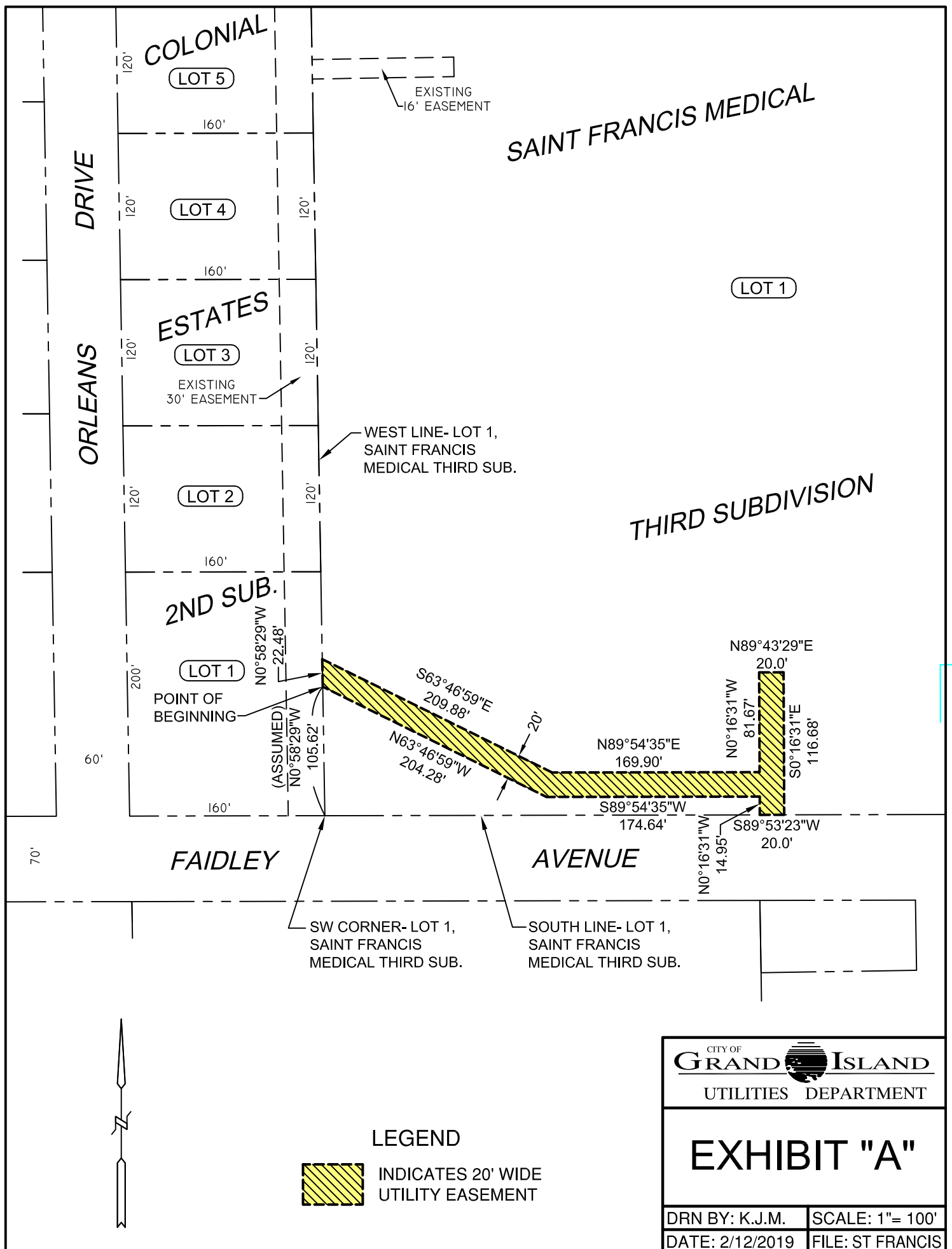
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, April 9, 2019

Council Session

Item E-7

Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 543; Willow Street at 511 Congdon Avenue (Weinrich Development, Inc.) and 515 Congdon Avenue (Galvan)

Council action will take place under Consent Agenda item G-10.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 9, 2019

Subject: Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 543; Willow Street at 511 Congdon Avenue (Weinrich Development, Inc.) and 515 Congdon Avenue (Galvan)

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

Background

Public utility easements are needed to accommodate the extension of sanitary sewer to serve an area previously unserved that is located north of 4th Street, east of Congdon Avenue (see attached sketch). The public utility easements will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easements.

Sanitary sewer was requested in this area in 2003, and again in September 2017. The proposed district boundary would eliminate around fifteen (15) septic tanks and provide sanitary service to twenty (20) lots. Of the fifteen (15) septic tanks at least three (3) may be in failure and discharging poorly treated waste directly to groundwater. It is advantageous to construct such sanitary sewer main now as there is Community Development Block Grant (CDBG) funding available for 2019, which will reduce the assessment amount for the property owners by about half.

Such sanitary sewer district was continued by City Council through Resolution No. 2019-88 at their March 12, 2019 meeting.

Discussion

The affected property owners have agreed to dedicate the necessary easements, detailed below, at no cost to the City.

<i>Property Owner</i>	<i>Legal Description</i>
Michael Galvan and Marilyn Galvan	A PARCEL OF LAND LOCATED IN LOT 9, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9,

	LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S60°54'35"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 18.77 FEET; THENCE N29°35'53"W, A DISTANCE OF 20.00 FEET; THENCE N60°54'35"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 18.81 FEET TO THE EAST LINE SAID LOT 9; THENCE S29°27'47"E ON SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 375 SQUARE FEET, MORE OR LESS.
Weinrich Development, Inc.	A PARCEL OF LAND LOCATED IN LOT 10, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 10, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S60°54'35"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 18.77 FEET; THENCE S29°35'53"E, A DISTANCE OF 112.56 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE N60°47'43"E ON SAID SOUTH LINE, A DISTANCE OF 18.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE N29°32'58"W ON THE EAST LINE OF SAID LOT 10, A DISTANCE OF 112.53 FEET TO THE POINT OF BEGINNING, CONTAINING 2,106 SQUARE FEET, MORE OR LESS.

Alternatives

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

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

Recommendation

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

Sample Motion

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



PERMANENT EASEMENTS EXHIBIT



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item F-1

#9724 - Consideration of Approving Request to Rezone Property located at 200 East Hwy 34 from RD – Residential Development to Amended RD Residential Development (Talon Apartments) (Second & Third Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 9, 2019

Subject: Rezone from RD Zone to Amended RD Zone

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

Background

An application has been made to rezone the east side of the Talon Apartments Subdivision from RD Zone to Amended RD Zone and approve a modified development plan.

Discussion

At the regular meeting of the Regional Planning Commission, held March 13, 2019 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity explained the original layout proposed with 4 (32 unit) apartment buildings. They are now proposing to amend this to 6 (22 unit) buildings instead of 4 buildings. The buildings will contain a mixture of 1 and 2 bedroom apartments with some attached garages. The new layout will include 2 buildings along the north end and clubhouse and pool central and a quad of 4 units where they had 2 units. Nabity recommended approval. This plat of this does include a piece of CRA property where the Desert Rose was along the north edge of the CRA property where the drive into the apartments is located. CRA has agreed to sell that property as it is already covered by an access easement.

O'Neill closed the public hearing.

A motion was made by Ruge and second by Rainforth to approve the rezone of Talon Apartments First Subdivision as shown on the proposed development plan from RD Residential Development Zone to Amended RD Residential Development Zone including the preliminary and Final Plat finding that the proposed development is consistent with the Comprehensive Development Plan for the City of Grand Island.

The motion carried with ten members in favor (Nelson, Allan, O'Neill, Ruge, Maurer, Robb, Rubio, Monter, Rainforth and Kjar) no members voting no.

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. Postpone the issue

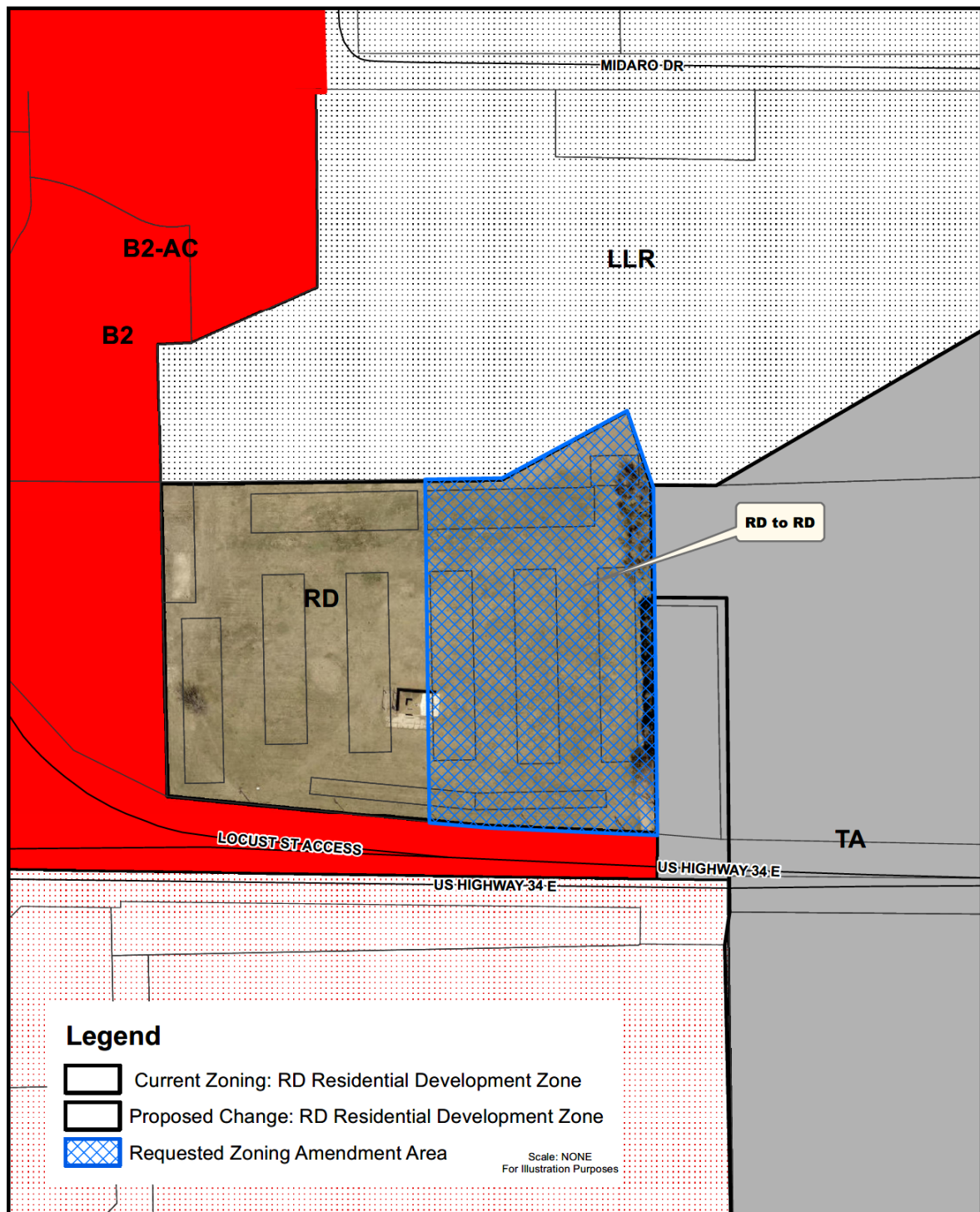
Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance and development plan as presented.

PROPOSED AREA LOCATION MAP



ORDINANCE NO. 9724

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising a portion of Talon Apartments First Subdivision including lots 6-10 and Outlot A from RD Residential Development Zone to Amended RD Residential Development Zone in Grand Island, Hall County, Nebraska. directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on March 13, 2019, held a public hearing and made a recommendation 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 Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, after public hearing on March 26, 2016, 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 and reclassified and changed from RD-Residential Development Zone to amended RD Residential Development Zone:

all of lots 6-10 and Outlot A Subdivision in the City of Grand Island, Hall County, Nebraska,

SECTION 2. That the proposed development plan for the above described real estate, as shown on the plan submitted with the rezoning request is approved.

Approved as to Form	by _____
April 5, 2019	City Attorney

ORDINANCE NO. 9724(Cont.)

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the approved development plan be kept in the records of the Hall County Regional Planning Department.

SECTION 4. 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: April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item F-2

**#9725 - Consideration of Creation of Sidewalk District No. 1- 2019;
13th Street**

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

Council Agenda Memo

From: Keith Kurz, Assistant Public Works Director

Meeting: April 9, 2019

Subject: Consideration of Creation of Sidewalk District No. 1-2019; 13th Street

Presenter(s): John Collins, Public Works Director

Background

Council action is required to create sidewalk districts. The boundary for the proposed district was selected in order to provide a safe walking path for students to Westridge Middle School (see attached sketch). The new sidewalk will be approximately 985.00 feet in length.

Discussion

If the district is created, a notice will be mailed to all affected property owners, with a 30-day protest period. The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district with a seven (7) year repayment schedule.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the creation of Sidewalk District No. 1- 2019; 13th Street.

Sample Motion

Move to approve the ordinance.



SIDEWALK K DISTRICT BOUNDARY



ORDINANCE NO. 9725

An ordinance creating Sidewalk District No. 1- 2019 of the City of Grand Island, Nebraska; to define the district where sidewalks are to be constructed; to provide for the construction or repair of such sidewalks within the district by paving and all incidental work in connection therewith; provide for certification to the Register of Deeds; assessing the costs of such improvements; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sidewalk District No. 1- 2019, of the City of Grand Island, Nebraska is hereby created.

SECTION 2. The district where sidewalk shall be constructed shall include the following lots and parcels of grounds:

- Parcel No. 400200394; Lot 3, Hanover Third Subdivision
- Parcel No. 400437430; Block 2, Lot 1, Neumann Second Subdivision

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the costs thereof. Bids

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney

ORDINANCE NO. 9725 (Cont.)

for the construction of such sidewalk shall be taken and contracts entered into in the manner provided by law.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

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

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

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law, and shall be provided by mailed notice to the affected property owners of such district creation and that they shall have thirty (30) days from and after such publication to file with the Grand Island City Clerk their written protest of the creation of the district.

Enacted: April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-1

Approving Minutes of March 26, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 26, 2019

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 March 26, 2019. Notice of the meeting was given in *The Grand Island Independent* on March 20, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Jeremy Jones, Mark Stelk, Vaughn Minton, Clay Schultz, and Mitch Nickerson. Councilmembers Chuck Haase, Julie Hehnke, and Jason Conley were absent. The following City Officials were present: City Administrator Brent Clark, City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

INVOCATION was given by Pastor Mark Oberbeck, Northridge Assembly of God, 3025 Independence Avenue followed by the PLEDGE OF ALLEGIANCE.

Mayor Steele commented on the activities the City of Grand Island helped with during the flooding.

PUBLIC HEARINGS:

Public Hearing on Request from Arts & Drafts, LLC dba Arts & Drafts, 214 & 216 North Locust Street for a Change of Location for Class "I-110067" Liquor License to 411 West 3rd Street, Unit 1. City Clerk RaNae Edwards reported that an application for a change of address to Class "I-110067" Liquor License had been received from Arts & Drafts, LLC dba Arts & Drafts, 214 & 216 North Locust Street to 411 West 3rd Street, Unit 1. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 11, 2019; notice to the general public of date, time, and place of hearing published on March 16, 2019; notice to the applicant of date, time, and place of hearing mailed on March 11, 2019; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3579 North U.S. Highway 281 – Stevensen. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3579 North U.S. Highway 381 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including power lines and transformers. This easement would allow the Utilities Department to install, access, operate and maintain infrastructure at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property located at 200 East Hwy 34 from RD – Residential Development to Amended RD Residential Development (Talon Apartments). Regional Planning Director Chad Nabity reported that an application has been made to rezone

the east side of the Talon Apartments Subdivision from RD Zone to Amended RD Zone and approve a modified development plan. The original layout proposed 4 (32 unit) apartment buildings. They were now proposing to amend this to 6 (22 unit) buildings instead of 4 buildings. The buildings would contain a mixture of 1 and 2 bedroom apartments with some attached garages. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way in Section 25, Township 11, Range 10 (Parcel No. 400201089- Schoel). Public Works Director John Collins reported that the developer of the Grand Island Regional Hospital location had worked with the affected property owner for dedication of necessary public right-of-way to allow public access to such area. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9724 - Consideration of Approving Request to Rezone Property located at 200 East Hwy 34 from RD – Residential Development to Amended RD Residential Development (Talon Apartments)

This item was related to the aforementioned Public Hearing. Discussion was held regarding green space and swimming pool water drainage. Mark Otto, 4071 Ann Marie Avenue answered questions concerning the development of the area. Building Department Director Craig Lewis clarified City Code regulations regarding swimming pool drainage.

Motion by Stelk, second by Fitzke to approve Ordinance #9724 on first reading only.

City Clerk: Ordinance #9724 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Schutz, Minton, Stelk, Jones, and Fitzke voted aye. Councilmember Paulick voted no. Motion adopted.

CONSENT AGENDA: Motion by Paulick, second by Jones to approve the Consent Agenda excluding items G-5, G-9, and G-21 (Resolutions #2019-101, #2019-105, and #2019-117) which were pulled for further discussion. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 12, 2019 City Council Regular Meeting.

Approving Appointment of Jason Morledge to the Citizens Advisory Review Committee.

Approving Request from Henry Moreno, 1208 Cork Drive, Papillion, Nebraska for Liquor Manager Designation for Fresh Thyme Farmers Market, 3535 West 13th Street, Suite 113.

#2019-100 - Approving Request from Arts & Drafts, LLC dba Arts & Drafts, 214 & 216 North Locust Street for a Change of Location for Class "I-110067" Liquor License to 411 West 3rd Street, Unit 1.

#2019-101 - Approving Preliminary Plat, Final Plat and Subdivision Agreement for Talon Apartments Second Subdivision. This item was pulled from the agenda at the request of the Regional Planning Director.

#2019-102 - Approving Final Plat and Subdivision Agreement for JGMO. It was noted that Jason Olderbak and Brian McMahon, owners, had submitted the Final Plat and Subdivision Agreement for JGMO Subdivision located west of Blaine Street south of Lake Street and west of Locust Street for the purpose of creating 3 lots on 11.100 acres.

#2019-103 - Approving Final Plat and Subdivision Agreement for Copper Creek Rodney Leon Subdivision. It was noted that The Guarantee Group, LLC, owners, had submitted the Final Plat and Subdivision Agreement for Copper Creek Rodney Leon Subdivision located along Little Blue Stem Drive east of Engelman Road for the purpose of creating 25 lots on 5.736 acres.

#2019-104 - Approving Final Plat and Subdivision Agreement for Schaff's Seventh Subdivision. It was noted that Darin and Janice Jares, owners, had submitted the Final Plat and Subdivision Agreement for Schaff's Seventh Subdivision located north of Seedling Mile Road and west of Gun Barrel Road for the purpose of creating 2 lots on 8.319 acres.

#2019-105 - Approving Final Plat and Subdivision Agreement for Rhoads Subdivision. It was noted that Josh Rhoads Rhoads Enterprises, Inc., owner, had submitted the Final Plat and Subdivision Agreement for Rhoads Subdivision located north of 13th Street and east of Mansfield Road for the purpose of creating 6 lots on 6.866 acres.

Josh Rhoads, 414 Westwood Circle spoke in support.

Motion by Nickerson, second by Paulick to approve Resolution #2019-105. Upon roll call vote, all voted aye. Motion adopted.

#2019-106 - Approving Acquisition of Utility Easement - 3579 North US Highway 281 – Stevensen.

#2019-107 - Approving Bid Award - Water Main Project 2018-W-8 - Within the intersection at Riverside Drive and Holcomb Street with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$79,171.20.

#2019-108 - Approving Bid Award - Phelps Control HVAC Replacement with Mid Plains Construction Company of Grand Island, Nebraska in an Amount of \$184,300.00.

#2019-109 - Approving Bid Award - Transmission Line Work OPGW Upgrade with Watts Electric Company of Waverly, Nebraska in an Amount of \$934,582.11.

#2019-110 - Approving Repair of the Coal Unloading Chute at Platte Generating Station with Bedeschi Mid-West Conveyor Company in an Amount of \$78,650.00.

#2019-111 - Approving Certificate of Final Completion for WAS Tank Blower Replacement; Project No. 2018-WWTP-1 with Andrews Electric Co., Inc. of Geneva, Nebraska.

#2019-112 - Approving Purchase of New Front-End Loader for the Streets Division of the Public Works Department from NMC of Omaha, Nebraska in an Amount of \$153,900.00.

#2019-113 - Approving Bid Award for Final Clarifier No. 3 Renovation; Project No. WWTP-2019-2 with Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri in an Amount of \$157,000.00.

#2019-114 - Approving Acquisition of Public Right-of-Way in Section 25, Township 11, Range 10 (Parcel No. 400201089- Schoel).

#2019-115 - Approving Purchase of a New Bucket Truck/Sign Truck for the Streets Division of the Public Works Department from Altec Industries, Inc. in an Amount of \$134,814.00.

#2019-116 - Approving Purchase of Golf Cars for Heartland Public Shooting Park from Masek Golf Car Co. of Gering, Nebraska in an Amount of \$76,000.00.

#2019-117 - Approving Resurface of Stolley Park Tennis Court and Convert for Pickleball with Advanced Athletic Surfaces, LLC of Woodstock, Georgia in an Amount of \$25,980.00.

#2019-118 - Approving Repair of Vertical Turbines at Island Oasis Water Park with Engineered Pump Services of Mukwonago, Wisconsin in an Amount of \$28,730.00. Parks & Recreation Director Todd McCoy answered questions regarding pickleball courts at Eagle Scout Park. He stated that would be a huge project around \$400,000 and would come in the future. Discussion was held regarding Ryder Park being a designation spot for tennis.

Motion by Paulick, second by Stelk to approve Resolution #2019-118. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of March 13, 2019 through March 26, 2019 for a total amount of \$5,081,572.94. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:32 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-2

Approving Minutes of April 2, 2019 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

April 2, 2019

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on April 2, 2019. Notice of the meeting was given in the *Grand Island Independent* on March 27, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mike Paulick, Michelle Fitzke, Jeremy Jones, Mark Stelk, Jason Conley, Vaughn Minton, Julie Hehnke, Mitch Nickerson, and Chuck Haase. Councilmember Clay Schutz was absent. The following City Officials were present: City Administrator Brent Clark, City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Jerry Janulewicz and Public Works Director John Collins.

PLEDGE OF ALLEGIANCE:

SPECIAL ITEMS:

Veterans Home Campus Update. Mayor Steele stated he brought this topic forward to update the Council and the community regarding the Veterans Home property.

Regional Planning Director Chad Nabity gave a history on the 640 acres that was designated as the Central Nebraska Veterans Home over 130 years ago. He stated the Veterans Club had a 99 year lease on their 10 acres of property.

City Attorney Jerry Janulewicz answered questions regarding the Veterans Cemetery. He said the Council would have to approve a Memorandum of Understanding for the City to take over the care of this cemetery.

Reported was that the Department of Administrative Services (DAS) had estimated their costs for utilities and ground maintenance at approximately \$1,000,000 annually. The City of Grand Island was waiting on State approval of a Memorandum of Agreement for the transfer of the Veteran's Cemetery for the care and maintenance of the Cemetery. The Parks and Recreation Department would care for and maintain the cemetery beginning this spring.

City Attorney Jerry Janulewicz reviewed the Programmatic Agreement and Memorandum of Agreement for the potential transfer of the former Grand Island Veterans Home (GIVH) Phase 2.

The Programmatic Agreement was completed in 2015 and imposed upon the State certain obligations regarding the GIVH site. Elements of the Programmatic Agreement included:

- A Historic Property Identification and Site Survey
- 1. Resource count and description of property
- 2. Site map

3. History
4. Recommendations for placement on Historic Property Registry
5. Historic resources to be considered as part of the reuse plan

DHHS and DAS would ensure the continued maintenance of all facilities and support resources through the duration of the Programmatic Agreement.

Reviewed was the Memorandum of Agreement between the State of Nebraska and the City of Grand Island regarding the transfer of the Central Nebraska Veterans Home lands and buildings.

Prior to the Phase I transfer funding for building demolition was discussed, there was no legally binding commitment by the State to provide funds. After Phase I, DAS informed the City there were no State funds to accompany the transfer of the property to the City.

It was not reasonable or responsible for the City to assume financial responsibility for the campus. The farm income from the Phase I transfer was insufficient to pay campus utilities, building maintenance, and other operating expenses.

The Nebraska Department of Administrative Services informed the City of the following Disposition Plan:

1. DAS would transmit a Request for Information and Proposals (RFI/RFP) to potential developers
2. DAS would review responses and select adequate responses to proceed for consideration by a redevelopment team
3. A DAS appointed redevelopment team would review and prioritize proposals
4. DAS would host a community input session on the proposal selected by the redevelopment team; and
5. The selected proposal would be sent to the City for review

City Administration offered to assume responsibility for the Veterans Cemetery through a Memorandum of Agreement between the State and DAS with the City. Due to the uncertainty of the development process the State and the United Veterans Club entered into a new long term lease agreement for the 10 acre tract used by the club for parking and ball parks.

The City of Grand Island was seeking redevelopment of the Veterans Home in a manner that would accomplish the following goals:

1. Provide a sustainable, positive economic and social impact for the immediate area and the City
2. Provide a benefit to veterans, such as house, social services or meeting other needs; and
3. Avoid a negative impact on the City's budget

Discussion was held regarding the timeline for this property. Mr. Janulewicz stated DAS wanted to get rid of the property as soon as possible because of the cost. DAS would put together a RFP and go out for bids for the sale of this property. It was possible a developer could come in with a plan to redevelop this property but there would be costs associated with any development. Mentioned were environmental assessment on the property, assepsis, lead paint, and inspections.

DAS would not give the City the opportunity to walk through the buildings to see the condition they were in.

The following people spoke:

- Paul Wicht, 1708 Jerry Drive
- Mike Gloor, 2120 Barbara Avenue
- Gary Quandt, 609 West 14th Street
- Phil Beckett, 2110 East Stolley Park Road
- Jay Vavricek, 2729 Brentwood Blvd
- Ron Grabowski, 1621 Summerfield Avenue
- Dennis Wagoner, 1310 Dodge Street, Wood River
- Kayleen Riley, 421 East 14th Street

The Mayor and Council thanked those who attended and those who served our country.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-3

Approving Preliminary Plat for The Orchard Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 9, 2019

Subject: The Orchard – Preliminary Plat

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

Background

This property is located south of Capital Avenue and the outfall ditch and west of the Central Nebraska Railroad line north of 12th Street in northeast Grand Island. There are 180 total lots on 25 acres. The street widths for 19th, 14th, and 13th and Apple Streets have been increased to 37 ft. The developer is requesting a 32' street on Peach Street between 13th Street and 19th Street except for that section of street adjacent to the park and community building that will be constructed with a width of 37 feet. Some of these changes were made after the planning commission meeting described below.

As shown, neither the developer nor city staff believes there are any significant conflicts with parking on both sides of the street. The driveways offset parking leaving only one side with parking available. A copy of the plat with the proposed parking and driveways is attached.

Discussion

The preliminary plat for The Orchard Subdivision was considered by the Regional Planning Commission at the September 5, 2018 meeting.

Nabity went over the lay out of the area of the subdivision. He also mentioned that 17th Street as shown on the plat will be 19th Street. This does blend itself well for future developments of a property owned by Zillers. The subdivision is designed to give some ability for some development along the south side of the drainage way. Nabity stated the streets Apple and Peach are planned as 32 ft. streets. There are some issues and Nabity recommends before approval the City Council that the applicant address the specific issues with parking conflicts. This development will start to on the north end proceed around 19th Street to Peach Street and all the way down to 14th Street. The second phase will extend Apple Street south to 14th Street. The third phase will be the loop at the south end of the development.

There are 180 total lots on 25 acres. The street width for 19th, 14th, and 13th Streets was increased to 37 ft. There are parking conflicts on the north end. Ruge asked if the board should approve item as is or ask for an update of the drawing before approving the item. Randone suggested to approve the item with conditional fixes to keep the item moving.

A motion was made by Randone and seconded by Rainforth to approve the Preliminary Plat – Orchard Subdivision subject to zoning change being approve and that the parking issues are fixed/addressed with the final plat.

The motion was carried with eight members voting in favor (Allan, Ruge, Robb, Rainforth, Rubio, Hedricksen, Randone, and Kjar) with no members voting no.

Alternatives

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

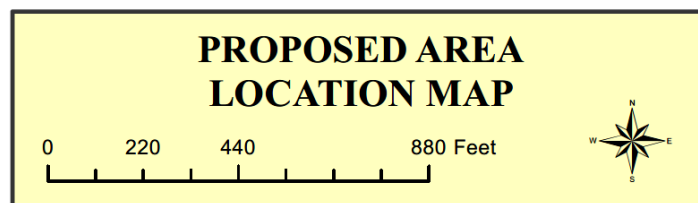
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner

The Orchard/Hoppe Home PC

To create 180 lots south of north of 12th street and west of the Central Nebraska lot east the Central Nebraska Railroad line in Grand Island, Nebraska.

Size: 23.83 acres

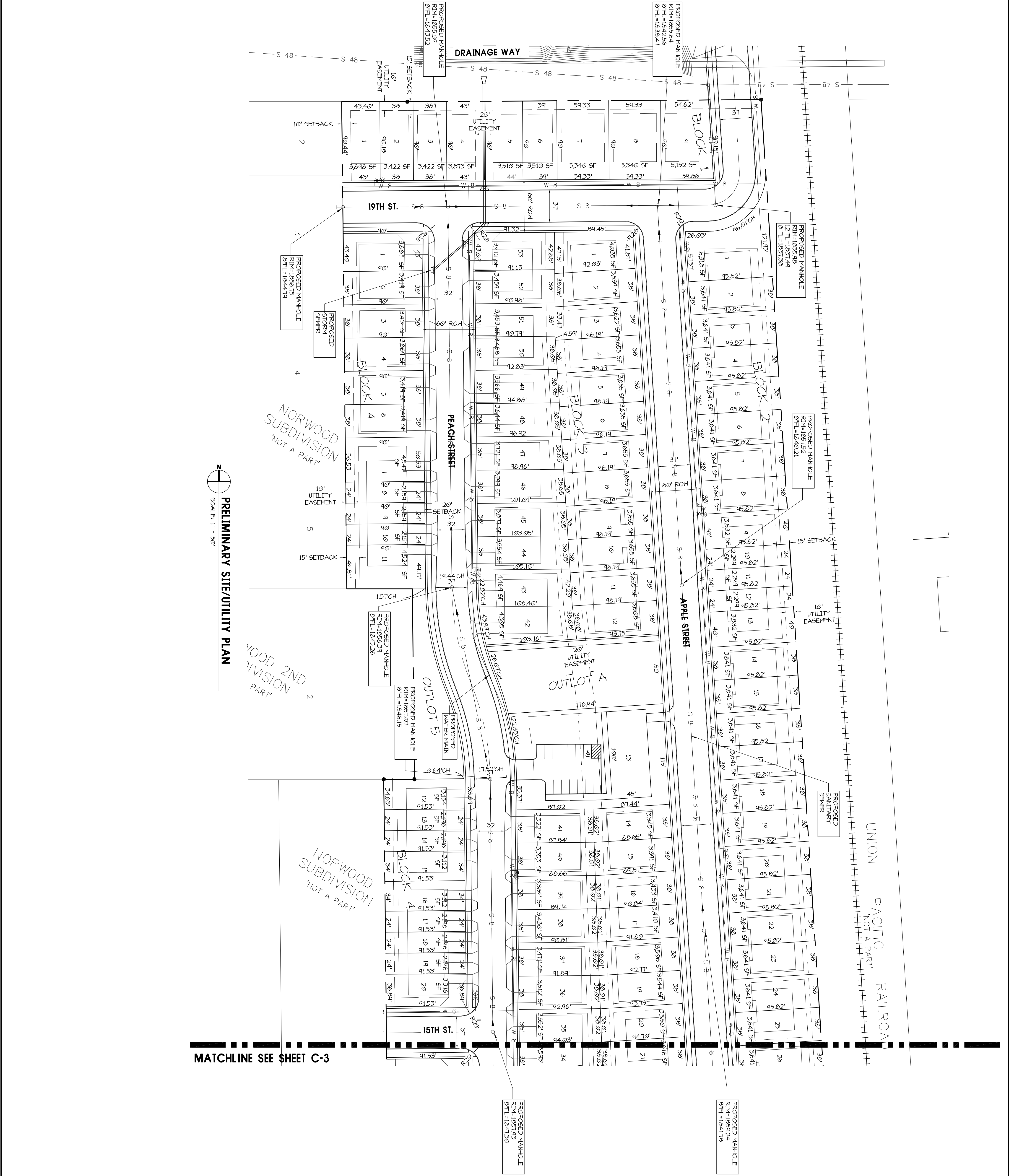
Zoning: R-3SL Medium Density Small Lot Residential

Road Access: All streets except Peach Street between 19th and 13th are planned to be constructed as 37 foot wide Public Streets. Peach Street from 19th to 13th is planned as a 32 foot wide street with parking offset by driveways.

Water Public: City water is available and will be extended throughout the subdivision.

Sewer Public: City sewer is available and will be extended throughout the subdivision.





sheet no.

C-2

Design Associates

of Lincoln, Inc.

ARCHITECTS • ENGINEERS • PLANNERS

PERSHING SQUARE 1609 "N" STREET LINCOLN NEBRASKA 68508
Voice:402-474-3000 office@DaofLincoln.com Fax:402-474-4045

project no.

sheet name

PROPOSED
SITE PLAN

THE ORCHARD SUBDIVISION

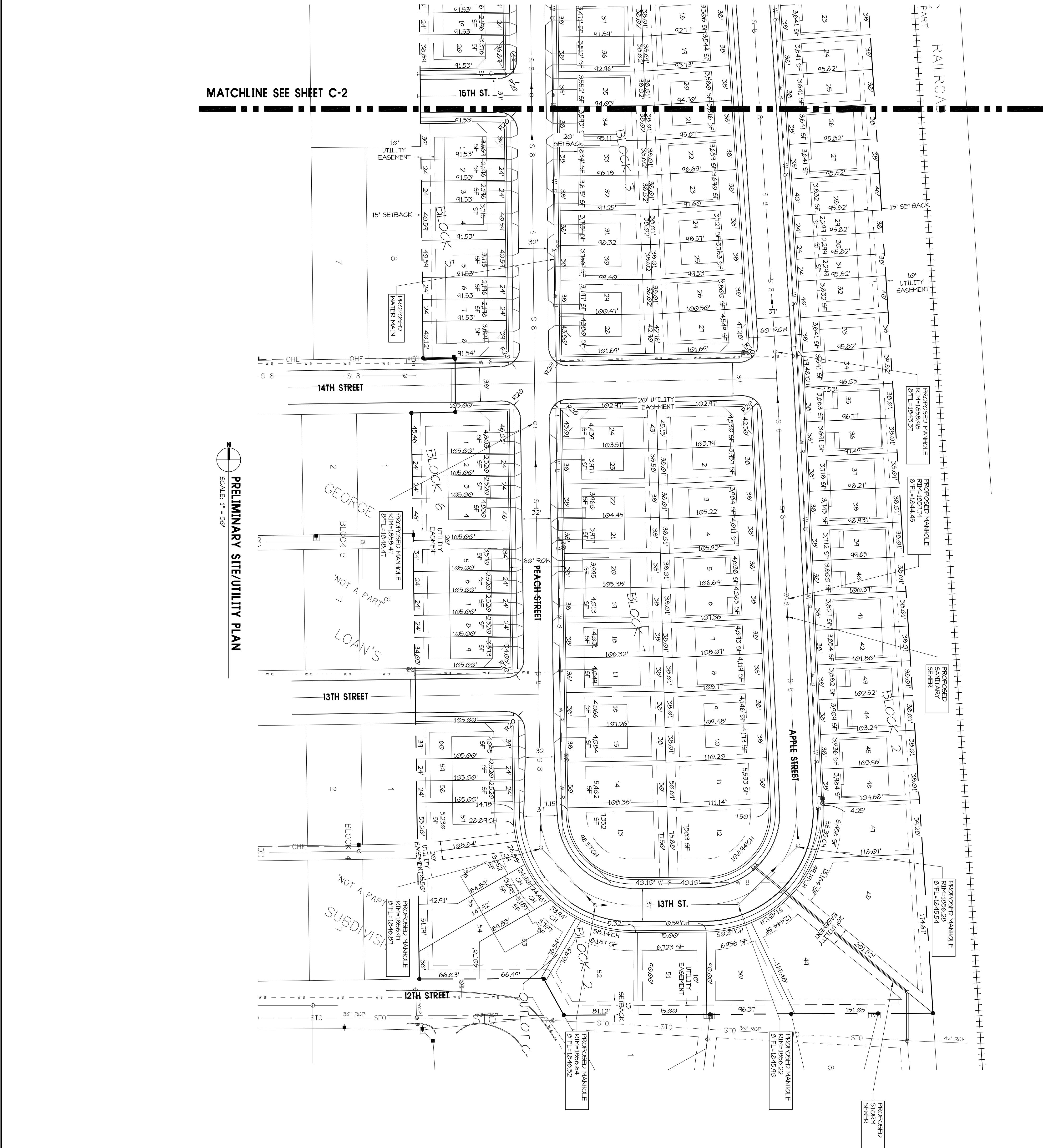
PRELIMINARY STUDY

GRAND ISLAND, NEBRASKA

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11 APR 2019

11 APR 2019



C-3

Design Associates
of Lincoln, Inc.
ARCHITECTS • ENGINEERS • PLANNERS
PERSHING SQUARE 1609 "N" STREET LINCOLN NEBRASKA 68508
Voice:402-474-3000 office@DofLincoln.com Fax:402-474-4045

Project no: _____

Sheet name: PROPOSED SITE PLAN

THE ORCHARD SUBDIVISION
PRELIMINARY STUDY
GRAND ISLAND, NEBRASKA

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1 APR 2019

Page 85 / 254



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-4

#2019-119 - Approving Request from Luisa M. Lovato dba Ritmos Nightclub, 611 East 4th Street for a Change of Location for Class “I-108549” Liquor License to 316 East 2nd Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-119

WHEREAS, an application was filed by Luisa M. Lovao, doing business as Ritmos Nightclub, 611 East 4th Street for a Change of Location to their Class "I-108549" Liquor License to 316 East 2nd Street; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 30, 2019; such publication cost being \$18.49; and

WHEREAS, a public hearing was held on April 9, 2019 for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-5

#2019-120 - Approving Request from Jarhead, Inc. dba Texas T-Bone Steakhouse, 1027 E. Bismark Road for a Change of Location for Class “C-111559” Liquor License to 1600 South Locust Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-120

WHEREAS, an application was filed by Jarhead, Inc., doing business as Texas T-Bone Steakhouse, 1027 E. Bismark Road for a Change of Location to their Class "C-111559" Liquor License to 1600 South Locust Street; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 30, 2019; such publication cost being \$18.99; and

WHEREAS, a public hearing was held on April 9, 2019 for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-6

#2019-121 - Approving Request from Luis Jacobo dba Tucan Express, 2120-2124 N. Webb Road for a Class “C” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-121

WHEREAS, an application was filed by Luis Jacobo doing business as Tucan Express, 2120-2124 N. Webb Road for a "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 30, 2019; such publication cost being \$17.51; and

WHEREAS, a public hearing was held on April 9, 2019 for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
April 5, 2019	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-7

#2019-122 - Approving Purchase of Dell Laptops and Docking Stations for Patrol Fleet

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: April 9, 2019

Subject: Purchase of Patrol Fleet Laptop Computers and Docking Stations

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department is requesting approval to replace eight (8) older model Dell Latitude laptop computers with eight (8) of the newest model Dell Latitude 12 Rugged Extreme 7214 laptops. We are also requesting approval to purchase two (2) Dell Havis docking stations so the City IT Department has extras for situations when we have issues with current docking stations. The cost for each of the new Dell Latitude laptop computers is \$3,134.36 for a total of \$25,074.88 for the eight (8) units. The cost for each of the new Dell Havis docking stations is \$451.81 for a total of \$903.62 for the two (2) units. Total cost for this purchase will be \$25,978.50.

This purchase is being made under the State of Nebraska contract number 14252 OC. Part of this purchase, in the amount of \$14,580, will be covered by our 2017 Justice Assistance Grant (JAG). The remaining amount of this purchase, \$11,398.50, will be covered in the Police Department's General Fund.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of eight (8) Dell Latitude 12 Rugged Extreme computer laptops and two (2) Dell Havis docking stations for a total of \$25,978.50 under State contract number 14252 OC with Dell, Inc. of Round Rock, Texas.

Sample Motion

Move to approve the purchase of eight (8) Dell Latitude 12 Rugged Extreme computer laptops and two (2) Dell Havis docking stations for a total of \$25,978.50 under State contract number 14252 OC with Dell, Inc. of Round Rock, Texas.



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$25,978.50

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000033339207.1	Feb. 8, 2019	Jun. 1, 2019	16357860
Company name:	Customer number:	Phone:	
CITY OF GRAND ISLAND	57684	(308) 385-5469	
Sales rep information:	Billing Information:		
Danielle Thompson	CITY OF GRAND ISLAND		
Danielle_D_Thompson@Dell.com	PO BOX 1968		
(800) 456-3355	GRAND ISLAND		
Ext: 80000	NE 68802-1968		
	US		
	(308) 385-5469		

Pricing Summary

Item	Qty	Unit Price	Subtotal
Latitude 12 Rugged Extreme 7214	8	\$3,134.36	\$25,074.88
Havis DS-DELL-401 Advanced Port Replication - docking station - VGA, HDMI	2	\$451.81	\$903.62
Subtotal:			\$25,978.50
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$25,978.50
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$25,978.50

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Danielle Thompson

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
STEPHANIE GOSDA	(308) 389-0167	Standard Delivery	100 E 1ST ST GRAND ISLAND NE 68801-6023 US

SKU	Description	Qty	Unit Price	Subtotal
	Latitude 12 Rugged Extreme 7214	8	\$3,134.36	\$25,074.88
	Estimated delivery date: Feb. 28, 2019			
	Contract No: WN20AGW			
	Customer Agreement No: MNWNC-108 /14252			
210-AJRS	Dell Latitude 7214 Rugged Extreme, XCTO	8	-	-
338-BJKE	Intel Core i7-6600U Processor (4MB Cache, 2.60 GHz)	8	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	8	-	-
340-CKSZ	No AutoPilot	8	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	8	-	-
631-AAYZ	No Out-of-Band Systems Management	8	-	-
370-ACDD	8GB (1x8GB) DDR4 2133MHz Memory	8	-	-
400-ANIO	256GB Mobility Solid State Drive	8	-	-
490-BBTM	Intel [R] Integrated HD Graphics 520	8	-	-
391-BCSF	29.5cm (11.6") HD (1366x768) Touch Display with Microphone Camera with Privacy Shutter	8	-	-
389-BKMY	Regulatory Label, W/GS, No Rubber coating	8	-	-
580-ABYR	Sealed Internal RGB Backlit English Keyboard	8	-	-
570-AADK	No Mouse	8	-	-

555-BCZH	Intel Dual-Band Wireless-AC 8260 Driver	8	-	-
555-BCXB	Intel Dual-Band Wireless-AC 8260 Wi-Fi + BT 4.1 Wireless Card (2x2)	8	-	-
389-BKOT	Regulatory Label,WAN,GS/NGS, C2	8	-	-
395-BBBK	Antenna Handle, LTE, 7214	8	-	-
556-BBPJ	DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon (Windows 10/8.1)	8	-	-
451-BBWO	4-cell (56Wh) Lithium Ion Battery With ExpressCharge	8	-	-
492-BBEM	65W AC Adapter, 3-pin	8	-	-
346-BBXW	No Fingerprint Reader	8	-	-
817-BBBB	No FGA	8	-	-
450-AAEJ	US Power Cord	8	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	8	-	-
340-BEXO	Quick Setup Guide (English)	8	-	-
387-BBCE	No Energy Star	8	-	-
328-BBMU	Shipping Box Shuttle for DAO	8	-	-
340-AAFC	System Shipment	8	-	-
332-1286	US Order	8	-	-
389-BKKW	Regulatory label	8	-	-
800-BBGS	BTO Standard Shipment (M)	8	-	-
340-ACQQ	No Option Included	8	-	-
575-BBCH	No Stand included	8	-	-
460-BBEX	No Carrying Case	8	-	-
389-BJTI	Intel Core i7 Processor Label	8	-	-
340-ADFZ	Dell Power Manager	8	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	8	-	-
525-BBCL	SupportAssist	8	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	8	-	-
640-BBQC	System Driver, Dell Rugged Extreme 12	8	-	-

658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	8	-	-
658-BBNF	Waves Maxx Audio Royalty	8	-	-
658-BCUV	Dell Developed Recovery Environment	8	-	-
429-AAYP	No Optical Drive	8	-	-
389-BDCE	No UPC Label	8	-	-
620-AAOH	No Media	8	-	-
540-BBFB	Express Card Reader (Replaces 8-in-1 Memory Card Reader and one USB 3.0 port)	8	-	-
319-BBEB	Bottom Camera with Flash	8	-	-
340-ACQQ	No Option Included	8	-	-
340-ACQQ	No Option Included	8	-	-
804-0513	ProSupport Plus: Next Business Day Onsite, 3 Years	8	-	-
997-6988	Dell Limited Hardware Warranty Initial Year	8	-	-
997-7005	ProSupport Plus: Accidental Damage Service, 3 Years	8	-	-
997-7006	ProSupport Plus: Keep Your Hard Drive, 3 Years	8	-	-
997-7040	ProSupport Plus: 7x24 Technical Support, 3 Years	8	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	8	-	-
365-0896	Client ProSupport Plus Asset Label without Company Name	8	-	-
377-8262	CFI,Information,VAL,CHASSISDEF,Factory Install	8	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Havis DS-DELL-401 Advanced Port Replication - docking station - VGA, HDMI	2	\$451.81	\$903.62
	Estimated delivery date: Feb. 18, 2019			
	Contract No: WN20AGW			
	Customer Agreement No: MNWNC-108 /14252			
A8007905	Havis DS-DELL-401 Advanced Port Replication - docking station - VGA, HDMI	2	-	-

Subtotal:	\$25,978.50
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$25,978.50

Unless you have a separate written agreement that specifically applies to this order, your order is subject to [Dell's Terms of Sale](#) (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 03/23/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2017 THROUGH MARCH 31, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

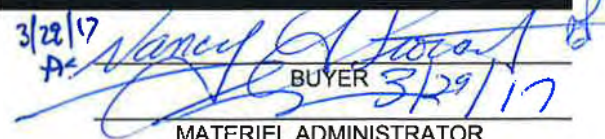
The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

3/22/17
As 
BUYER 3/22/17
MATERIEL ADMINISTRATOR

R43500|NISC0001|NISC0001 20150901

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 2 of 2	ORDER DATE 03/23/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: Sadie Robbins
Address: One Dell Way, Round Rock, TX 78682
Phone: 515-723-6961
Email: Sadie.Robbins@Dell.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED (ss 3/23/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET,	12,100,000.0000	\$	1.0000



BUYER INITIALS

R43600|NISC0001|NISC0001: 20150901

PARTICIPATING ADDENDUM
Amendment Two
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

Page 1 of 3

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective April 1, 2017

1. **CHANGES:** The purpose of this Amendment One is as follows:

- a. Contract Period: Extended from April 1, 2017 through March 31, 2020
- b. Delete Section ss in its entirety and replace with the following:

ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION
All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

PARTICIPATING ADDENDUM
Amendment Two
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

Page 2 of 3

- c. Delete and replace the following Contractor information from # 5:

Contractor

Name	Sadie Robbins
Address	One Dell Way, Round Rock, TX 78682
Telephone	515-723-6961
E-mail	Sadie.robbsins@dell.com

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.



PARTICIPATING ADDENDUM
Amendment Two
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By: 	By: 
Name: Bo Botelho	Name: Dudley McClellan
Title: Materiel Administrator	Title: Contracts Manager, Dell Legal
Date: 3/29/17	Date: March 21, 2017

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 01/24/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES PO BOX 149254 AUSTIN TX 78714-9254	

THE CONTRACT PERIOD IS:

OCTOBER 15, 2015 THROUGH MARCH 31, 2017

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

Nancy Storant
PK
BUYER
1/24/17
MATERIEL ADMINISTRATOR
H43500JNISM0001JNISM0001 20150901

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 2 of 2	ORDER DATE 01/24/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: Cyndi Radel
Address: One Dell Way, MS RR1-33, Round Rock, TX 78682
Phone: 231-747-9294
Email: Cyndi.Radel@Dell.com

(djo 10/13/15)

AMENDMENT ONE AS ATTACHED (ss 1/24/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET,	12,100,000.0000	\$	1.0000


BUYER INITIALS

R43503|NISM0001|NISM0001 20150901

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code WN20AGW

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THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective January 1, 2017

1. **CHANGES:** The purpose of this Amendment One is as follows:

a. Section 6, Contractor. Of the PA will be deleted and replaced by the following:

Name: Cyndi Radel
Address: One Dell Way, MS RR1-33, Round Rock, TX 78682
Telephone: 231-747-9294
e-mail: Cyndi.Radel@dell.com

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.


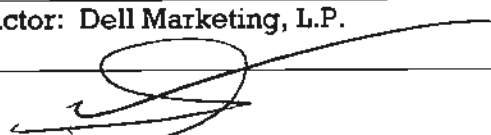
PARTICIPATING ADDENDUM
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By: 	By: 
Name: Bo Botelho	Name: Cynthia B. Radel
Title: Materiel Administrator	Title: Contract Program Manager, Legal
Date: 1/27/17	Date: January 19, 2017

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 10/13/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES PO BOX 149254 AUSTIN TX 78714-9254	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 15, 2015 THROUGH MARCH 31, 2017

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slgl/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

10/14/15
PKS
BUYER
MATERIAL ADMINISTRATOR
R43500;NISC0001;NISC0001;20150901

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

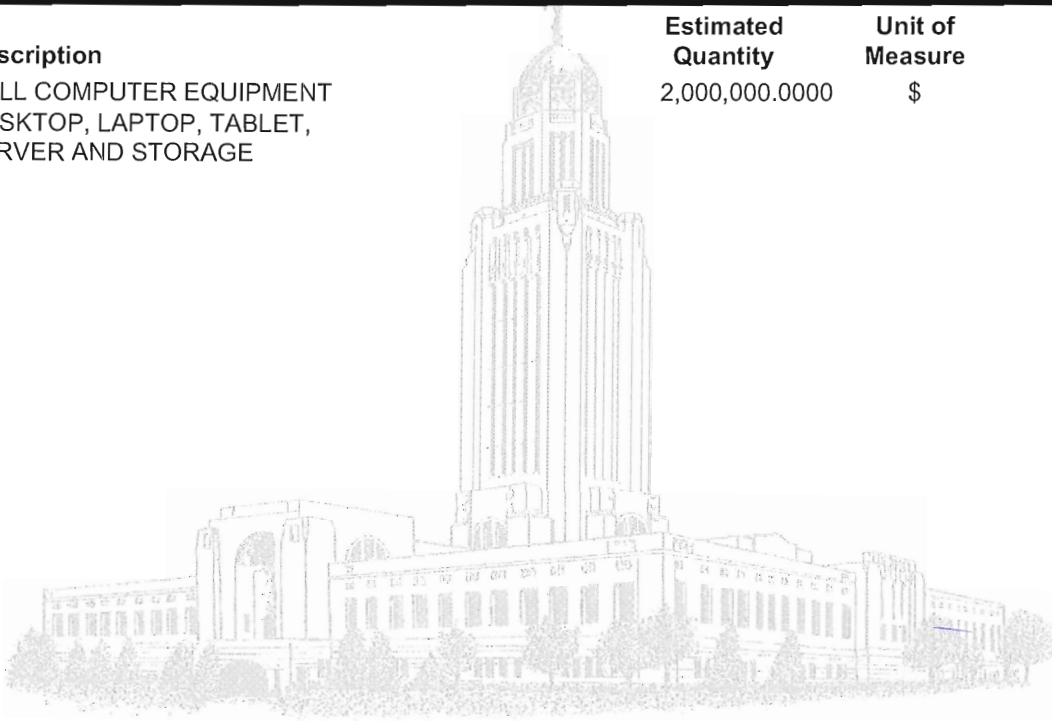
PAGE 2 of 2	ORDER DATE 10/13/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: David White
Phone: 512-725-3702
Email: David_F_White@Dell.com

(djo 10/13/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET, SERVER AND STORAGE	2,000,000.0000	\$	1.0000



BUYER INITIALS

R43500|NISC0001|NISC0001 20150901

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

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1. Scope: This addendum covers the NASPO ValuePoint Computer Equipment contracts led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in

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the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications, or Additions to Master Agreement:

- a. **CONTRACT PERIOD:** October 15, 2015 through March 31, 2017. If the Master Agreement is extended in accordance with its terms, then the parties have the option to extend the contract up to 36 months upon agreement by both parties.
- b. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY
EMPLOYMENT / NONDISCRIMINATION**
The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor will comply with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. Contractor is responsible for the compliance of all of its subcontractors.

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- c. **PERMITS, REGULATIONS, LAWS**
The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.
- d. **OWNERSHIP** Please see Master Agreement Exhibit A, B30, Terms and Conditions,
- e. **INDEPENDENT CONTRACTOR**
It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims except to the extent that the claims arise from acts or omissions of the State. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

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f. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the parties enter into a Statement of Work for Services where the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation, as applicable, must be clearly defined in the contract. The contractor shall agree that it will not utilize any subcontractors not specifically included in this contract, in the performance of the contract, without the prior written authorization of the State. Subcontractors retained by contractor from time to time in the ordinary course of business to perform custom factory integration (CFI), warranty, break/fix, administrative and back office services who will not have access to any confidential data other than billing and contact information, may be retained without the State's prior written authorization, however, the State reserves the right to reject these subcontractors. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

g. CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or authorized subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

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If the parties enter into a Statement of Work for Services where key personnel are identified, the Statement of Work will set forth the parties agreement regarding changes in personnel and Dell will use commercially reasonable efforts to accommodate the State's requests with the understanding that Dell is ultimately responsible for the performance of Services and the method of performance.

In respect to its employees, the contractor agrees to be responsible for the following:

- 1) any and all employment taxes and/or other payroll withholding;
- 2) any and all vehicles used by the contractor's employees, including all insurance required by state law;
- 3) damages incurred by contractor's employees within the scope of their duties under the contract;
- 4) maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- 5) determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

h. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, at any time, recruit or employ any State employee or identified legal agent who is working with Contractor under the contract or in relation to this contract during the preceding 12 months. To the extent the following restrictions are not prohibited by law, without the prior written consent of Dell, Customer will not, directly or indirectly, solicit for employment or hire or otherwise retain the services of any employee of Dell

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with whom the State came into contact in connection with the activities under this PA during the preceding 12 months. This prohibition on soliciting and hiring shall extend for 90 days after the termination of the employee's employment if such employee voluntarily resigns. Neither (i) the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation, or (ii) a solicitation that targets individuals with particular work experience or skills based on information available to subscribers, members or the general public on professional or social network websites or job boards, nor the consideration and hiring of persons responding to such advertisements or solicitation shall be deemed a breach of this Section, unless the advertisement, solicitation or other recruiting activity is undertaken as a means to circumvent or conceal a violation of this provision

i. **CONFLICT OF INTEREST**

The contractor certifies that there does not now exist any relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

j. **ERRORS AND OMISSIONS**

The contractor shall not take advantage of any errors and/or omissions in this contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

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- k. **ASSIGNMENT BY THE STATE**
The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder. .
- l. **ASSIGNMENT BY THE CONTRACTOR**
The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.
- m. **GOVERNING LAW**
The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.
- n. **ATTORNEY'S FEES**
In the event of any litigation, appeal or other legal action to enforce any provision of the contract, each party agrees to pay all of its expenses of such action, including attorney's fees and costs.
- o. **ADVERTISING**
The contractor agrees not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

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p. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

q. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. The State shall provide contractor with a copy of all site rules and regulations prior to contractor's performance. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

r. EARLY TERMINATION

The contract may be terminated as follows:

- 1) The State and the contractor, by mutual written agreement, may terminate the contract at any time.

The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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- 2) The State may terminate the contract immediately for any of the following reasons:
- a) if directed to do so by statute;
 - b) contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c) a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e) an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f) a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g) contractor intentionally discloses confidential information;
 - h) contractor has or announces it will discontinue support of the deliverable;
 - i) second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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s. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination. Except for purchase orders for which products have already shipped, all obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been completed in compliance with the contract, and to receive payment for all conforming product shipped as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

t. **BREACH BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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u. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State, the contractor shall deliver assurances as reasonably requested by the State. Said assurances shall be sufficient to meet requirements of contract and agreed to by both parties at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

v. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, fire, riot, Acts of God, war or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Except for industry wide strikes directly impacting this agreement, labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

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w. PRODUCT DELIVERY

The contractor agrees to use commercially reasonable efforts to deliver Products to the State of Nebraska within thirty (30) days after receipt of a valid Purchase Order, or otherwise in accordance with the schedule contained in the Purchase Order accepted by Dell.

x. PROHIBITION AGAINST ADVANCE PAYMENT

Payments for contractual deliverable(s) shall not be made until such contractual deliverable(s) are received and accepted by the State.

y. PAYMENT

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor in accordance with Master Agreement, Exhibit A, B28. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the contractor prior to receipt, and the contractor hereby waives any claim or cause of action for any such services/goods.

z. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services/goods with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice in conflict with the contract shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such conflicting term or

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condition, unless the conflicting invoice term or condition has been previously agreed to by the State as an amendment to the contract.

aa. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall return to the State all overpayments made inconsistent with the contract for which an audit exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

bb. TAXES

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m). Exemption by statute precludes the furnishing of State exemption certificates.

cc. INSPECTION AND APPROVAL

Final inspection and approval of all work required and/or goods received under the contract shall be performed by the designated State officials and shall be subject to the terms of Section 28 of the Master Agreement.

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dd. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time.

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contract and agreed to in an applicable change order.

Corrections of any deliverable services/goods or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

ee. LEASE AGREEMENTS

No Leasing is authorized under this Addendum for State Agencies. This restriction does not apply to other Participating Purchasers. Any assignment by a Participating Purchaser of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by contractor and shall not relieve the Purchasing Entity of its obligations hereunder

ff. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and

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obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

gg. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, the terms of the Master Agreement, and the contractor's ethical standards. The contractor must ensure the confidentiality of such materials or information in accordance with the foregoing. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

To the extent applicable to contractor's performance under the contract, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

hh. LIMITATION OF LIABILITY

See Master Agreement Exhibit A, Terms and Conditions, B.33

The State of Nebraska agrees with the Limitation of Liability as stated in the Master Agreement to the extent allowed under State of Nebraska law.

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ii. INDEMNIFICATION

1) GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), asserted against the State for personal injury, including death, and damage to tangible personal property, arising out of, resulting from, or attributable to the willful misconduct or negligence of the contractor, its employees, subcontractors, consultants, representatives, and agents, in performance of this contract, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2) INTELLECTUAL PROPERTY INDEMNIFICATION: Please see WSCA-NASPO Master Agreement, Exhibit A.C18 of the Terms and Conditions.

3) PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any third party claim with respect to withholding taxes, worker's compensation, employee benefits, or insurance relating to any of the employees provided by the contractor to the extent caused by contractor's failure to pay such taxes, compensation, benefits or insurance; provided that an indemnified party (i) has not interfered with contractor's supervision of its personnel, (ii) promptly notifies contractor of each such claim when and as it comes to an indemnified party's attention, (iii) cooperates with contractor, at contractor's expense, in the defense and resolution of

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such claim, and (iv) grants contractor sole control of the defense and resolution of such claim. Notwithstanding the foregoing, contractor shall bear no responsibility or otherwise be liable for any determination regarding the status of its personnel which is based on factors beyond its reasonable control or where contractor is without fault.

This section states the indemnified parties' exclusive remedies for any third-party claim or action relating to contractor's alleged failure to pay wages, salaries and contractor benefits to contractor's employees, and nothing in this contract or elsewhere will obligate contractor to provide any greater indemnity to the indemnified parties.

jj. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and will assist customer with identifying products and/or services that comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

kk. ANTITRUST

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

ll. PERFORMANCE

The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

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mm. DRUG POLICY

Contractor certifies that it will comply with the Drug Free Workplace Act to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

nn. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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- oo. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**
The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). Contractor validates its subcontractor database against various prohibited parties lists and does not knowingly do business with subcontractors who are debarred. The contractor also agrees to include similar requirements that have the same intent and effect as above in any and all subcontracts into which it enters. The contractor shall notify the Department within in seven (7) days if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
- pp. **POLITICAL SUB-DIVISIONS**
Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.
- qq. **REPORTS**
The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing information as set forth in the Master Agreement, which at a minimum, shall include the following information pertaining to State of Nebraska Utilization:

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- 1) Purchase order number;
- 2) Description;
- 3) Quantity; and
- 4) Price

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These reports will be provided in Excel format as prescribed in the Master Agreement and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

rr. ADMINISTRATIVE FEE /REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one percent (1%) the net sales (net of any returns, credits, or adjustments under this Addendum) for the quarterly period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

<u>Period End</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide an Administrative Fee report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

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- ss. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION
All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

- tt. CONTRACT MONITORING
The Contractor is obligated under the NASPO ValuePoint Master Price Agreement to furnish audit information to the Lead State to confirm if the Purchasing Entity paid the Product and Service Schedule (PSS) discount price or lower in accordance with Section 4 of Exhibit B - Pricing. Upon request in support of an audit, Contractor agrees to provide the same information as submitted to the Lead State directly to the State. . Such requests shall not exceed four (4) per calendar year unless requests are mutually agreed to by both parties.
- uu. WARRANTY
Contractor's warranties for products are located at <http://www.dell.com/WarrantyTERMS>, a hard copy of which will be provided to the State of Nebraska upon signature of the participating addendum upon request.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

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5. Contractor Modifications or Additional Terms and Conditions to the Master Agreement:

- a. Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by contractor.

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	David White
Address	One Dell Way, Mailstop RR2-33, Round Rock, TX 78682
Telephone	512-725-3702
E-mail	David_F_White@dell.com

Participating Entity

Name	Nancy Storant
Address	Nebraska Administrative Services Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508
Telephone	402-471-0974
Fax	402-471-2089
E-mail	nancy.storant@nebraska.gov

7. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners'

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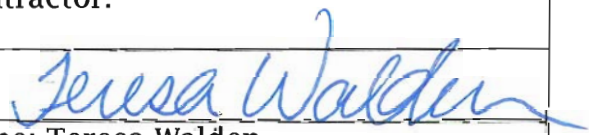
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participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Any approved partners will be listed on the Contractor's State/Entity's website.

8. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

9. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN20AGW and the Master Agreement number MNWNC-108 on the order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: 
Name: Marilyn Bottrell	Name: Teresa Walden
Title: Materiel Administrator	Title: Sr. Contract Manager
Date: 10-14-15	Date: 10-9-2015

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation and posting in
appropriate data bases]

RESOLUTION 2019-122

WHEREAS, the Police Department has grant funds and budget authority for the purchase of new laptop computers and docking stations for the Patrol Division vehicle fleet; and

WHEREAS, the Police Department has a need to purchase eight Dell Latitude 12 Rugged Extreme laptops and two Dell Havis docking stations; and

WHEREAS, the State of Nebraska has a contract, 14252 OC, for the purchase of the Dell laptops and docking stations; and

WHEREAS, the cost of eight Dell Latitude 12 Rugged Extreme laptops is \$25,074.88 and the cost of two Dell Havis docking stations is \$903.62 for a total cost of \$25,978.50.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of eight Dell Latitude 12 Rugged Extreme laptops for \$25,074.88 and two Dell Havis docking stations for \$903.62 for a total cost of \$25,978.50 from Dell, Inc. of Round Rock, Texas is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-8

#2019-123 - Approving Acquisition of Utility Easement - 1405 W. Koenig - Bosselman Properties, Inc.

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-123

WHEREAS, a public utility easement is required by the City of Grand Island from Bosselman Properties, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on April 9, 2019, for the purpose of discussing the proposed acquisition of a twenty-two (22.0) foot utility easement located through a part of Fractional Lot Five (5) and Fractional Lot Six (6) Block Twenty-Four (24), together with part of vacated alley and part of vacated Jefferson Street, all in Charles Wasmer's Addition to the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at the Northwest corner of Lot One (1), Francis Court Subdivision; thence southerly along the westerly line of said Francis Court Subdivision, a distance of two hundred eighty-one and fifty-six hundredths (281.56) feet to a point on the northerly right-of-way line of Charles Street; thence westerly along the northerly line of said Charles Street, a distance of twenty-two (22.0) feet; thence northerly and parallel with the westerly line of said Francis Court Subdivision, a distance of two hundred eighty-one and fifty-six hundredths (281.56) feet to a point on the southerly right-of-way line of Koenig Street; thence easterly along the southerly line of said Koenig Street, a distance of twenty-two (22.0) feet to the Northwest corner of Lot One (1), Francis Court Subdivision being the said Point of Beginning.

The above-described easement and right-of-way containing a combined total of .14 acres more or less as shown on the plat dated 3/11/2019, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

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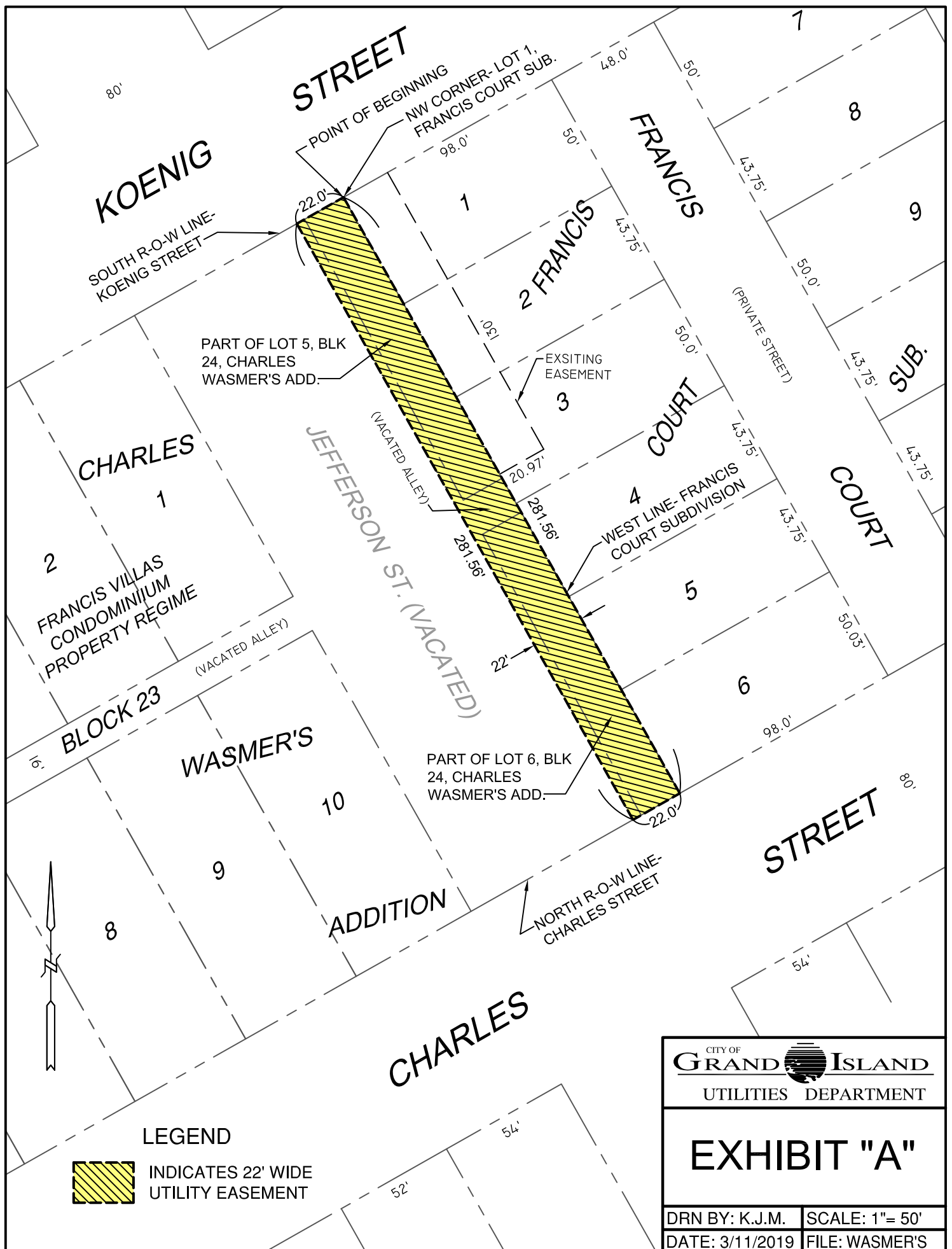
Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
April 5, 2019	<input type="checkbox"/>	City Attorney





City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-9

#2019-124 - Approving Acquisition of Utility Easement - 2620 W. Faidley Avenue - Saint Francis Medical Center

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-124

WHEREAS, a public utility easement is required by the City of Grand Island from Saint Francis Medical Center, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on April 9, 2019, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of Lot One (1), Saint Francis Medical Center Third Subdivision, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southwest corner of Lot One (1), Saint Francis Medical Third Subdivision, in the City of Grand Island, Hall County, Nebraska; thence running along the westerly line of said Lot One (1) on an assumed bearing of N0°58'29"W, a distance of one hundred five and sixty-two hundredths (105.62) feet to the ACTUAL Point of Beginning; thence continuing along the westerly line of said Lot One (1) on a bearing of N0°58'29"W, a distance of twenty-two and forty-eight hundredths (22.48) feet; thence S63°46'59"E, a distance of two hundred nine and eighty-eight hundredths (209.88) feet; thence N89°54'35"E, a distance of one hundred sixty nine and ninety hundredths (169.90) feet; thence N0°16'31"W, a distance of eighty one and sixty-seven hundredths (81.67) feet; thence N89°43'29"E, a distance of twenty (20.0) feet; thence S0°16'31"E, a distance of one hundred sixteen and sixty-eight hundredths (116.68) feet to a point on the southerly line of said Lot One (1); thence running along the southerly line of said Lot One (1), on a bearing of S89°53'23"W, a distance of twenty (20.0) feet; thence N0°16'31"W, a distance of fourteen and ninety-five hundredths (14.95) feet; thence S89°54'35"W, a distance of one hundred seventy-four and sixty-four hundredths (174.64) feet; thence N63°46'59"W, a distance of two hundred four and twenty-eight hundredths (204.28) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.23 acres more or less as shown on the plat dated 2/12/2019, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

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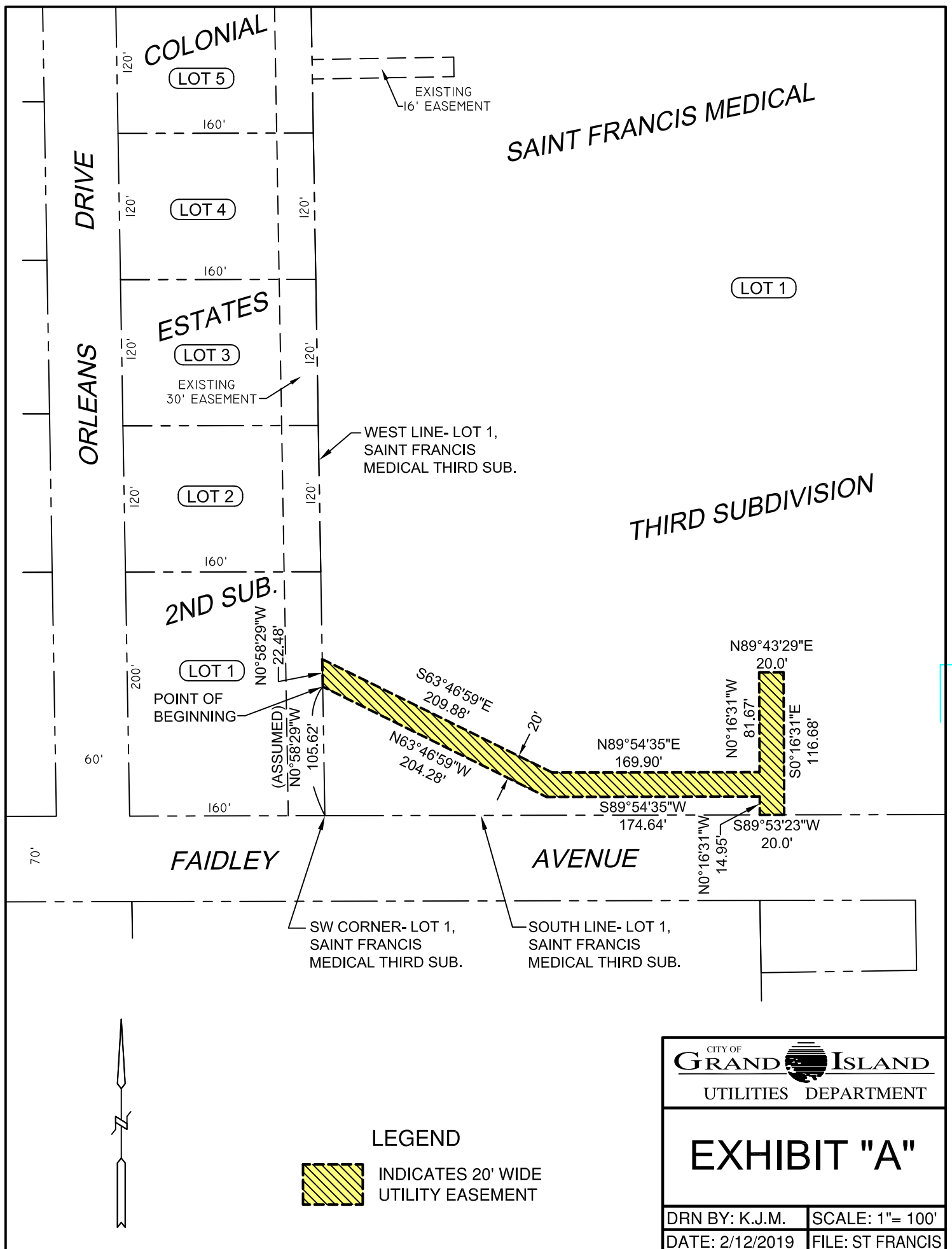
Approved as to Form	by _____
April 5, 2019	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-10

#2019-125 - Approving Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 543; Willow Street at 511 Congdon Avenue (Weinrich Development, Inc.) and 515 Congdon Avenue (Galvan)

This item relates to the aforementioned Public Hearing item E-7.

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

RESOLUTION 2019-125

WHEREAS, public utility easements are required by the City of Grand Island for the Sanitary Sewer District No. 543; Willow Street, to construct and maintain such project; and

WHEREAS, acquisition of the public utility easements is as follows:

<i>Property Owner</i>	<i>Legal Description</i>
Michael Galvan and Marilyn Galvan	A PARCEL OF LAND LOCATED IN LOT 9, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S60°54'35"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 18.77 FEET; THENCE N29°35'53"W, A DISTANCE OF 20.00 FEET; THENCE N60°54'35"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 18.81 FEET TO THE EAST LINE SAID LOT 9; THENCE S29°27'47"E ON SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 375 SQUARE FEET, MORE OR LESS.
Weinrich Development, Inc.	A PARCEL OF LAND LOCATED IN LOT 10, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 10, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S60°54'35"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 18.77 FEET; THENCE S29°35'53"E, A DISTANCE OF 112.56 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE N60°47'43"E ON SAID SOUTH LINE, A DISTANCE OF 18.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE N29°32'58"W ON THE EAST LINE OF SAID LOT 10, A DISTANCE OF 112.53 FEET TO THE POINT OF BEGINNING, CONTAINING 2,106 SQUARE FEET, MORE OR LESS.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney



PERMANENT EASEMENTS EXHIBIT



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-11

#2019-126 - Approving Temporary Construction Easement for Sanitary Sewer District No. 543; Willow Street at 511 Congdon Avenue (Weinrich Development, Inc.), 515 Congdon Avenue (Galvan), and 611 Willow Street (JH Holdings, Inc.)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 9, 2019

Subject: Approving Temporary Construction Easement for Sanitary Sewer District No. 543; Willow Street at 511 Congdon Avenue (Weinrich Development, Inc.), 515 Congdon Avenue (Galvan), and 611 Willow Street (JH Holdings, Inc.)

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

Background

Sanitary Sewer District No. 543 was continued by City Council through Resolution No. 2019-88 at their March 12, 2019 meeting.

Temporary Construction easements are needed to accommodate the extension of sanitary sewer to serve an area previously unserved that is located north of 4th Street, east of Congdon Avenue (see attached sketch), which must be approved by City Council. The temporary construction easements will allow for the installation of sanitary sewer to this area.

A sketch is attached to show the temporary construction easement areas.

Discussion

Temporary construction easements are needed from three (3) property owners for Sanitary Sewer District No. 543; Willow Street to be constructed.

There is no cost for temporary use of such property has been agreed upon between the City and the property owners.

<i>Property Owner</i>	<i>Legal Description</i>
Michael Galvan and Marilyn Galvan	A PARCEL OF LAND LOCATED IN LOT 9, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 9, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND

	ISLAND, HALL COUNTY, NEBRASKA; THENCE S60°54'35"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 18.77 FEET TO THE POINT OF BEGINNING; THENCE N29°35'53"W, A DISTANCE OF 20.00 FEET; THENCE S60°54'35"W, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 50.00 FEET; THENCE S29°35'53"E, A DISTANCE OF 20.00 FEET TO SAID SOUTH LINE; THENCE N60°54'35"E ON SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,000 SQUARE FEET, MORE OR LESS.
Weinrich Development, Inc.	A PARCEL OF LAND LOCATED IN LOT 10, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF LOT 10, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S60°54'35"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 18.77 FEET TO THE POINT OF BEGINNING; THENCE S29°35'53"E, A DISTANCE OF 112.56 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE S60°47'43"W ON SAID SOUTH LINE, A DISTANCE OF 50.00 FEET; THENCE N29°35'53"W, A DISTANCE OF 112.66 FEET TO SAID NORTH LINE; THENCE N60°54'35"E ON SAID NORTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5,631 SQUARE FEET, MORE OR LESS.
JH Holdings, Inc.	A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF LOT TWO (2), COTTAGE GROVE THIRD SUBDIVISION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHERLY 20.00 FEET OF SAID LOT TWO (2), COTTAGE GROVE THIRD SUBDIVISION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM AN EXISTING UTILITY EASEMENT MORE PARTICULARLY DESCRIBED IN INSTRUMENT #201104830 AS RECORDED IN THE HALL COUNTY REGISTER OF DEEDS OFFICE, HALL COUNTY, NEBRASKA. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 3902.66 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for Sanitary Sewer District No. 543; Willow Street.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2019-126

WHEREAS, temporary construction easements are required by the City of Grand Island for the Sanitary Sewer District No. 543; Willow Street, to construct such project; and

WHEREAS, acquisition of the temporary easements is as follows:

<i>Property Owner</i>	<i>Legal Description</i>
Michael Galvan and Marilyn Galvan	<p>A PARCEL OF LAND LOCATED IN LOT 9, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE SOUTHEAST CORNER OF LOT 9, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S60°54'35"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 18.77 FEET TO THE POINT OF BEGINNING; THENCE N29°35'53"W, A DISTANCE OF 20.00 FEET; THENCE S60°54'35"W, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 50.00 FEET; THENCE S29°35'53"E, A DISTANCE OF 20.00 FEET TO SAID SOUTH LINE; THENCE N60°54'35"E ON SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,000 SQUARE FEET, MORE OR LESS.</p>
Weinrich Development, Inc.	<p>A PARCEL OF LAND LOCATED IN LOT 10, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE NORTHEAST CORNER OF LOT 10, LAMBERT'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S60°54'35"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 18.77 FEET TO THE POINT OF BEGINNING; THENCE S29°35'53"E, A DISTANCE OF 112.56 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE S60°47'43"W ON SAID SOUTH LINE, A DISTANCE OF 50.00 FEET; THENCE N29°35'53"W, A DISTANCE OF 112.66 FEET TO SAID NORTH LINE; THENCE N60°54'35"E ON SAID NORTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5,631 SQUARE FEET, MORE OR LESS.</p>
JH Holdings, Inc.	<p>A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF LOT TWO (2), COTTAGE GROVE THIRD SUBDIVISION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>THE NORTHERLY 20.00 FEET OF SAID LOT TWO (2), COTTAGE GROVE THIRD SUBDIVISION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM AN EXISTING UTILITY EASEMENT MORE PARTICULARLY DESCRIBED IN INSTRUMENT #201104830 AS RECORDED IN THE HALL COUNTY REGISTER OF</p>

Approved as to Form ☐ _____
 April 5, 2019 ☐ City Attorney

	DEEDS OFFICE, HALL COUNTY, NEBRASKA. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 3902.66 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.
--	---

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



TEMPORARY EASEMENTS EXHIBIT



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-12

#2019-127 - Approving Berkshire Hathaway Home Services Da-Ly Realty for Real Estate Broker Services for the Sale of 3231 West Schimmer Drive (Parcel No. 400401746)

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: April 9, 2019

Subject: Approving Berkshire Hathaway Home Services Da-Ly Realty for Real Estate Broker Services for the Sale of 3231 West Schimmer Drive (Parcel No. 400401746)

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

Background

A Request for Qualifications (RFQ) for real estate broker services at 3231 West Schimmer Drive (Parcel No. 400401746) was advertised in the Grand Island Independent on February 10, 2019. The RFQ was also sent to seven (7) real estate broker firms by Public Works Administration.

Discussion

Two (2) submittals were received and opened on March 5, 2019.

The submittal received from Tracy Babcock of Berkshire Hathaway Home Services Da-Ly Realty of Grand Island, Nebraska was scored as the top firm, based on the established selection criteria listed in the Request for Qualifications. Ms. Babcock and her firm have experience in the marketing and sale of commercial/industrial properties in the Grand Island area. Public Works Administration recommends the execution of the listing agreement with Berkshire Hathaway Home Services Da-Ly Realty by the Mayor for the property at 3231 West Schimmer Drive.

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 execution of the listing agreement with Berkshire Hathaway Home Services Da-Ly Realty of Grand Island, Nebraska by the Mayor for the property at 3231 West Schimmer Drive.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
REAL ESTATE BROKER SERVICES FOR 3231 WEST SCHIMMER DRIVE**

RFP DUE DATE: March 5, 2019 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: February 10, 2019

NO. POTENTIAL BIDDERS: 7

PROPOSALS RECEIVED

Berkshire Hathaway HomeServices Da-Ly Realty
Tracy Babcock-Realtor, Associate Broker
Grand Island, NE

Century 21 – Premier Home Sales
Zachary Z. Zoul – Owner/Broker
Grand Island, NE

cc: John Collins, Public Works Director
Brent Clark, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Shannon Callahan, Street Superintendent

P2109

Agency Disclosure Information for Buyers and Sellers

Company Berkshire Hathaway HomeServices Da-Ly Realty Agent Name Tracy Babcock

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered. For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

☒ **Limited Seller's Agent**

- *Works for the seller*
- *Shall not disclose any confidential information about the seller unless required by law*
- *May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property*
- *Must present all written offers to and from the seller in a timely manner*
- *Must exercise reasonable skill and care for the seller and promote the seller's interests*

A written agreement is required to create a seller's agency relationship

Limited Buyer's Agent

- *Works for the buyer*
- *Shall not disclose any confidential information about the buyer unless required by law*
- *May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction*
- *Must present all written offers to and from the buyer in a timely manner*
- *Must exercise reasonable skill and care for the buyer and promote the buyer's interests*

A written agreement is **not** required to create a buyer's agency relationship

Limited Dual Agent

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

A written disclosure and consent to dual agency
required for all parties to the transaction

Customer Only (list of services

provided to a customer, if any, on reverse side)

- **Agent does not work for you**, agent works for another party or potential party to the transaction as:
 - ___ Limited Buyer's Agent
 - ___ Limited Seller's Agent
 - ___ Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
 - about a property to you as a buyer/customer
 - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

Common Law Agent for _____ Buyer _____ Seller (complete and attach Common Law Agency addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure

(Including Information on back of form)

(Client or Customer Signature) _____
(Date)

(Client or Customer Signature) (Date)

(Print Client or Customer Name)

(Print Client or Customer Name)

1. Agent(s) name(s) and phone number(s): Tracy Babcock (308) 390-5904

2. Team name, Team Leader name and phone number (only if applicable):

4. Designated Broker name, name designated broker does business under (if different), and phone number: **Jeffrey Reed (308) 380-6788**

1. Explain the home buying process. Assess your wants and needs in a property.
2. Conduct previews and showings of multiple properties.
3. Assist in determining financial ability to purchase.
4. Assist in selection of properties best fitting your needs.
5. Provide information on available financing.
6. Provide estimate of total investment and monthly investment required, based on the offer.
7. Provide estimate of closing costs at the time of completing the offer to purchase.
8. Review and explain clauses in the sales contract.
9. Provide background information you wish given to the seller regarding the terms of the offer.
10. Present offers to the seller and counter-offers from the seller.
11. Provide follow-up services, including arranging inspections, appraisal, and delivering documents and copies.
12. Keep in contact with lenders, inspectors, and sellers while awaiting closing and report progress.

1. Explain the home selling process.
2. Provide background information, except that required to be confidential, relating to the buyer's ability to perform under the proposed terms of an offer.
3. Review and explain clauses in the offer.
4. Provide estimate of closing costs based on the proposed terms of an offer.
5. Provide market data that justifies the buyer's offer.
6. Present sellers counter-offers to the buyer.
7. Provide follow-up services, including coordinating inspections, appraisals, surveys, etc.
8. Assist with utilities changes.
9. Assist with preparation and filing of documents.
10. Provide referral services, if relocating.

Client or Customer name(s): _____, _____

Nebraska Real Estate Commission/Agency Disclosure Form Page 2 of 2 7/1/2017

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE
The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association
And as such is governed by its Code of Ethics and Rules and Regulations.



**FARM, RANCH AND LAND
EXCLUSIVE RIGHT TO SELL OR EXCHANGE LISTING**

City of Grand Island (Seller)
appoint(s) BHHS Da-Ly Realty (REALTOR®) as Seller's exclusive agent for the purposes and under the terms
(Firm Name)
set forth below, with my specific limited Seller's Agent to be Tracy Babcock. Seller also appoints
designated broker as limited Seller's

Agents and such other affiliated licensees of REALTOR® as may be assigned by REALTOR®, in writing, if needed, as Seller's exclusive, limited Seller's Agents. The Agents named in this paragraph and the Seller's Agents who may be appointed by the Broker for REALTOR® are collectively referred to in this Listing Agreement as Seller's Agents. All responsibilities and duties of REALTOR® shall also be the responsibilities and duties of Seller's Agents.

1. Purpose of Agency. The purpose of this sole and exclusive right to sell agency contract (Listing) is to engage the efforts of REALTOR® to accomplish the sale or exchange of the real property legally described as (please print clearly) PLATTE VALLEY INDUSTRIAL PARK
THIRD SUB TO THE CITY OF GRAND ISLAND LT 2

also known as 3231 West Schimmer Drive, Grand Island, NE 68803 (Property).
(Street Address)

2. Effect of this Listing. By appointing REALTOR® as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale of the Property through REALTOR® and refer to REALTOR® all inquiries received in any form from any source during the term of this Agreement.

3. Duties and Obligations of a Seller's Agent. A REALTOR® representing a Seller as a Seller's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - (i) Seeking the price and terms which are acceptable to Seller except that REALTOR® shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to Seller in a timely manner regardless of whether the Property is subject to a contract for sale or lease or letter of intent to lease;
 - (iii) Disclosing in writing to Seller all adverse material facts actually known by REALTOR® and
 - (iv) Advising Seller to obtain expert advice as to material matters of that which REALTOR® knows but the specifics of which are beyond the expertise of REALTOR®
- (d) To account in a timely manner for all money and property received.
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and/or regulations.

4. Duties and Obligations of Buyer's Agent. A REALTOR® representing a Buyer as Buyer's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interests of the client with the utmost good faith, loyalty and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to the client, except that the REALTOR® shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - (iii) Disclosing in writing to the client adverse material facts actually known by the REALTOR® and
 - (iv) Advising the client to obtain expert advice as to material matters about which the REALTOR® knows but the specifics of which are beyond the expertise of the REALTOR®
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and/or regulations.

5. Confidential Information. A REALTOR® acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the Client without the Client's written permission unless disclosure is required by statute, rule, or regulation, or failure to disclose information would constitute fraudulent misrepresentation. No cause of action shall arise against a REALTOR® acting as a Buyer's Agent or as a Seller's Agent for making any required or permitted disclosure.

6. Disclosure of Motivating Factors. Seller authorizes the disclosure of motivating factors unless initialed here (Seller's initials _____).

7. The Listing Period. This Agreement shall begin April 16, 2019, and shall continue through October 18, 2019.

© 2012 Nebraska REALTORS® Association

CENTURY 21 Da-Ly Realty South, 2514 S Locust St Grand Island NE 68801
Phone: 308-384-1101 Fax: 308-384-9647 Tracy Babcock

City of Grand

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE
The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association
And as such is governed by its Code of Ethics and Rules and Regulations.

**FARM, RANCH AND LAND
EXCLUSIVE RIGHT TO SELL OR EXCHANGE LISTING**

8. **Price and Terms.** The listing price for the Property shall be \$ 165,860.00 on the following terms: cash or other terms acceptable to Seller. The price and terms shall include all fixtures. Seller's mineral rights are ☒ or are not ☐ included. (check one). The following personal property is also included none.

9. **Survey** of the real estate ☐ shall ☒ shall not, be made prior to the closing hereof and if one is to be made it shall be at the expense of the ☐ Seller ☒ Buyer.

10. **Title.** Seller represents to REALTOR® that marketable title to the Property is solely in Seller's name. Seller agrees to convey marketable title to Buyer by warranty deed evidenced by a policy of title insurance or an abstract certified to date. ☐ (if checked) subject to the rights of persons in possession. Seller agrees to pay customary closing costs including prepayment penalty and taxes to date of closing.

11. **Possession.** Possession of the Property shall be delivered to Buyer on date of closing.

12. **Representations and Indemnification.** Seller represents that to the best of Seller's knowledge; there are no termites or wood destroying insects or damage therefrom on the premises or in the buildings thereon; there are no known encroachments, unrecorded assessments, adverse material facts, latent (non-apparent) defects, or, local improvements installed, under construction or ordered constructed by public authority affecting this Property except: none.

Seller further states that all representations made to the REALTOR® (Listing Company) are accurate. Seller/lessor agrees to indemnify and hold harmless REALTOR® (Listing Company) and any subagents from any claim that may be made against the Listing Company or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller/lessor agrees to pay attorney fees and associated costs reasonably incurred by REALTOR® to enforce this indemnity.

13. **Compensation of REALTOR®.** In consideration of services to be performed for Seller by REALTOR®, a fee of \$ 100.00 plus 5.000 percent of the gross sale price upon sale or of the exchange price set forth above upon the exchange of the property shall be payable to REALTOR® payable upon the happening of any of the following:

- (a) If, during the term of the Listing, Seller, REALTOR® or any other person:
 - (i) sells/exchanges the Property; or
 - (ii) finds a Buyer/Exchangor who is ready, willing and able to purchase/exchange the Property at the above price and terms or for any other price and terms which Seller agrees to accept; or
 - (iii) finds a Buyer/Exchangor who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised; or
- (b) If this agreement is revoked or violated by Seller; or
- (c) If REALTOR® is prevented in closing a sale or exchange of this Property by existing claims, liens, judgments, or suits pending against this Property; or Seller thereof; or
- (d) If REALTOR® is unfairly hindered by Seller in showing or attempting to sell or exchange this Property; or
- (e) If within 90 days after the expiration of this Listing Agreement, Seller sells/exchanges this Property to any person found during the term of this listing, or due to REALTORS® efforts or advertising, under this Listing Agreement, unless this Property is listed with another REALTOR®.

Upon closing of sale or exchange for which the REALTOR® earns compensation under this paragraph or the closing of any sale or exchange within the listing period set forth in paragraph 7, compensation is due and Seller hereby irrevocably authorizes and directs REALTOR® (if closing is handled by REALTOR®) or Escrow Agent (if closing is handled by Escrow Agent) to pay REALTOR® the commission due as set forth in this agreement from the Seller's proceeds of the sale or exchange. Seller gives to REALTOR® an assignment of proceeds to the extent of the commission due. Seller agrees that the closing of a contract for sale or exchange of the Property executed during the listing period is prima facie evidence that REALTORS® due compensation under the terms of this agreement.

14. **Limitation on REALTORS® Compensation.** REALTOR® shall not accept compensation from the Buyer, Buyer's Agent, or any entity participating in or providing services for the Sale without written disclosure to Seller.

15. **Cooperating with other REALTOR®.** REALTOR® may accept the assistance and cooperation of other brokers who will be acting as subagents of the Seller or as agent for a Buyer. Seller agrees to allow REALTOR® to share his/her compensation with subagents of the Seller or agents representing the Buyer (Buyer's Agent). If REALTOR® participates in a local multiple listing service, REALTOR® shall submit the Property to such listing service.

16. **Dual Agency Disclosure.** Seller understands that REALTOR® currently serves as the agent for both Sellers and Buyers for the purpose of sale of real property, and Seller is aware that REALTOR® may be the agent for a Buyer of property listed by Seller. If Buyer becomes interested in a property listed with REALTOR®, REALTOR® shall immediately notify Seller that REALTOR® is serving as the agent of the Buyer of the property. Seller consents that REALTOR® may act as a Dual Agent in the sale of the listed property. If REALTOR® serves as a Dual Agent, REALTOR® shall make no representations to Seller of the price Buyer is willing to pay for the property except as set forth in the Purchase Agreement submitted by Buyer, nor any representation to Buyer of the price Seller is willing to accept for the property except as set forth in the Listing Agreement. REALTOR® shall not make any other representations to Seller that would violate REALTORS® agency relationship with Buyer, nor any representations to Buyer that would violate REALTORS® agency relationship with Seller. Seller acknowledges that if a Dual Agency exists, the ability of REALTOR® to represent either party fully and exclusively is limited. If a Dual Agency situation develops, Seller agrees to sign a Consent to Dual Agency. Except for limitations on disclosure of confidential information discussed in paragraph 5, a dual agent has the same duties and responsibilities of a limited agent to a buyer as stated in paragraph 4 and to a seller as stated in paragraph 3.

17. **Forfeiture of Earnest Money.** In the event of forfeiture of earnest money made by a prospective Buyer, the moneys received, after expenses incurred by REALTORS®, shall be divided between REALTOR® and Seller, one-half thereof to REALTOR® but not to exceed the commission agreed upon herein, and the balance to Seller.

18. **Cost of Services.** REALTOR® shall bear all expenses incurred by REALTOR® if any, to market the Property and to compensate cooperating brokers, if any. REALTOR® will not obtain or order any products or services to be paid by Seller unless Seller agrees. REALTOR® shall not be obligated to advance funds for the benefit of Seller.

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Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

City of Grand

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE
The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association
And as such is governed by its Code of Ethics and Rules and Regulations.

**FARM, RANCH AND LAND
EXCLUSIVE RIGHT TO SELL OR EXCHANGE LISTING**

19. **Maintenance of the Property.** Seller agrees to maintain until the delivery of possession, the heating, air conditioning, water heater, sewer, plumbing and electrical systems and any built-in appliances in good and reasonable working condition. Seller further agrees to hold REALTOR® harmless from and all causes of action, loss, damage, or expenses REALTOR® may be subjected to arising in connection with this section. Seller also agrees that REALTOR® shall not be responsible for maintenance of the Property.
20. **Nondiscrimination.** Seller and REALTOR® agree not to discriminate against any prospective Buyer/Exchangor because of Buyer's/Exchangor's race, color, sex, religion, familial status, handicap, or national origin.
21. **Escrow Closing.** Seller agrees that the closing of any sale or exchange made by REALTOR® may be handled by an Escrow Agent at a fee not to exceed \$ 150.00.
22. **Compliance with Law.** Seller agrees to bring the property into compliance with the law as required for the sale/exchange of the property unless otherwise lawfully delegated to the buyer in the purchase agreement, which includes installing a smoke detector if necessary.
23. **"For Sale" Sign Permitted.** Seller gives permission to REALTOR® to place a "For Sale" and a "Sold" sign on the Property and to use a "Lock Box".
24. **Modification of this Listing Agreement.** No modification of this Listing Agreement shall be valid, unless made in writing and signed by all parties.
25. **Protection of Valuables.** REALTOR® is not responsible for items which are lost or stolen during showings. Seller is responsible for placing all valuables in a safe and concealed location when preparing the Property for showings.
26. **Authorization of Advertising and Release of Photographic Information.** REALTOR® and its agents may advertise/market the property in any media, including radio, newspaper, TV, the Internet, electronic media and computer information networks and may use digital, video or photographic images and/or representations of the Property (along with incidental images of personal property therein) for the purpose of advertising or sales promotion. Seller forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise out of or are connected to such use and grants REALTOR® and its employees and agents a reasonable time to remove such advertising after termination of listing or closing.
27. **Release of Information.** Seller authorizes REALTOR® to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction. Seller's Loan Company _____ Loan Number _____
28. **Entire Agreement.** This Listing Agreement constitutes the entire agreement between the parties and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Agreement.
29. **Copies of Agreement.** This Listing Agreement is executed in multiple copies and Seller acknowledges receipt of a copy signed by the REALTOR® or REALTOR® agent.
30. ☐ IF CHECKED SEE ATTACHED DOCUMENT
31. **Other:** _____

32. **Authority to Sign.** Seller represents to REALTOR® that title to the Property is solely in the below-signed Seller's name(s) and that the undersigned is duly empowered and/or authorized, whether individually, on behalf of any entity or as a properly authorized fiduciary, to enter into this Listing Agreement and create a valid and binding contract, and to transfer title to the Property upon sale.

Signed this 16th day of April, 2019

BHHS Da-Ly Realty
(Name of REALTOR® or Firm)
2514 S. Locust Street
Grand Island, NE 68801
(Address)

(Phone)

By _____ (Agent's signature) (Date)
Tracy Babcock

City of Grand Island
(Name of Seller(s) Typed or Printed)

(Seller Signature) (Date)

(Seller Signature) (Date)

100 E. 1st Street
(Seller(s) Address)

Grand Island NE 68801
(City) (State) (Zip)

(Home Phone) (Work Phone)

Estimated Real Estate Closing Statement Seller's Settlement Sheet



Date Prepared March 25, 2019 Property 3231 West Schimmer Drive, Grand Island, NE 68803

Name of Seller City of Grand Island Estimated Closing Date July 31, 2018

SALES PRICE \$ 165,860.00

LESS SELLING EXPENSES:

Discount Points - Fees	\$	
Cost of Title Insurance <u>1/2 of \$539.50</u>		<u>269.75</u>
Recording Fees - Mortgage Release		
State Documentary Tax (\$ <u>2.25</u> /1000)		<u>373.19</u>
Deed Preparation		
Escrow Closing Fee <u>1/2 of \$300</u>		<u>150.00</u>
Termite Inspection Fee (VA Loan)		
Termite Treatment		
Prepayment Penalty		
Warehouse & Tax Service Fees (NIFA Loan)		
Home Warranty		
Seller Repairs		
Homeowner's Assn Fee (<u> </u> days at \$ <u>0.00</u> /day)		
Other <u>admin fee</u>		<u>100.00</u>
Other		

PROFESSIONAL SERVICE FEES:

Listing Broker <u>5% commission</u>		<u>8,293.00</u>
Selling Broker		

TOTAL SELLING EXPENSES \$ 9,185.94

OTHER COSTS:

Mortgage Balance		
Interest to Closing (<u> </u> days at \$ <u>0.00</u> /day)		

TOTAL MORTGAGE PAYOFF \$

TAXES:

Prior Years		
Current Year (<u> </u> days at \$ <u>0.00</u> /day)		
Special Assessments		

TOTAL

(Escrow refund may be direct from loan company after closing.)

TOTAL TAXES & OTHER LIENS \$

APPROXIMATE FINAL NET \$ 156,674.06

Remarks: Seller agrees to pay all outstanding utility bills. Seller authorizes Listing Firm to disclose pertinent details of the above transaction. The above estimated closing statement, prepared by the Listing Firm, has been received, read and approved by the undersigned.

Copy received by: City of Grand Island ✓ Date Prepared by: Tracy Babcock ✓ Date

(RETAIN FOR INCOME TAX PURPOSES)

RESOLUTION 2019-127

WHEREAS, the City of Grand Island invited submittals for Real Estate Broker Services for the sale of 3231 West Schimmer Drive, according to the Request for Qualifications (RFQ) on file with the Administration Division of the Public Works Department; and

WHEREAS, on March 5, 2019, submittals were received, reviewed and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Berkshire Hathaway Home Services Da-Ly Realty of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the listing agreement from Berkshire Hathaway Home Services Da-Ly Realty of Grand Island, Nebraska 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, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-13

**#2019-128 - Approving Bid Award for Curb Ramp Project No.
2019-CR-2 CDBG**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 9, 2019

Subject: Approving Bid Award for Curb Ramp Project No. 2018-CR-2 CDBG

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

Background

On March 13, 2019 the Engineering Division of the Public Works Department advertised for bids for the second curb ramp project, known as Curb Ramp Project No. 2019-CR-2 CDBG. Such project will improve curb ramps at various intersections in the City. This project is partially funded by a Community Development Block Grant (CDBG) in the amount of \$145,500.00, of which \$11,000.00 will go towards Public Works engineering efforts and the remainder of \$134,500.00 to construction.

The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

Discussion

Two (2) bids were received and opened on March 28, 2019. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BIDDER</i>	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
Galvan Construction, Inc. of Grand Island, NE	None	\$152,212.00*
The Diamond Engineering Co. of Grand Island, NE	None	\$188,236.20

*corrected bid

Alternatives

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

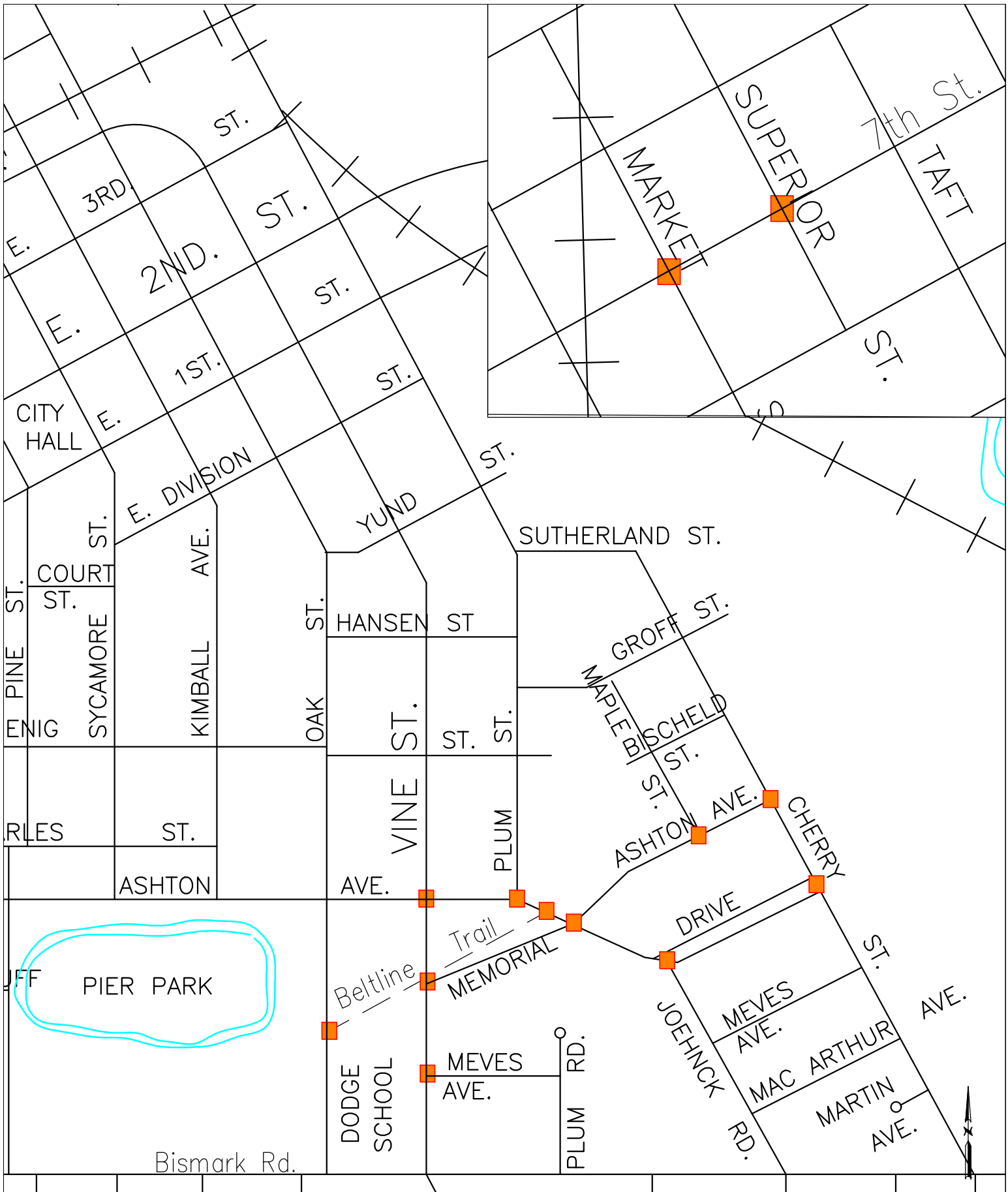
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$152,212.00.

Sample Motion

Move to approve the bid award.





Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 28, 2019 at 2:00 p.m.
FOR: Curb Ramp Project No. 2019-CR-2 CDBG
DEPARTMENT: Public Works
ESTIMATE: \$180,000.00
FUND/ACCOUNT: 21000001-2100-40004
PUBLICATION DATE: March 13, 2019
NO. POTENTIAL BIDDERS: 11

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Galvan Construction, Inc.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Western Surety Co.
Exceptions:	None	None
Bid Price:		
Section A:	\$155,815.30	\$124,538.68
Section B:	\$ 3,368.30	\$ 3,752.35
Section C:	\$ 15,216.80	\$ 12,922.00
Section D:	<u>\$ 13,835.80</u>	<u>\$ 10,999.00</u>
Total Bid:	\$188,236.20	\$152,212.03

cc: John Collins, Public Works Director
Brent Clark, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Tim Golka, PW Engineer

P2119

RESOLUTION 2019-128

WHEREAS, the City of Grand Island invited sealed bids for Curb Ramp Project 2019-CR-2 CDBG, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on March 28, 2019 bids were received, opened, and reviewed; and

WHEREAS, Galvan Construction, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$152,212.00; and

WHEREAS, Galvan Construction, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$152,212.00 for Curb Ramp Project 2019-CR-2 CDBG 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, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-14

**#2019-129 - Approving Bid Award for Curb Ramp Project No.
2019-CR-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 9, 2019

Subject: Approving Bid Award for Curb Ramp Project No. 2019-CR-1

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

Background

On March 3, 2019 the Engineering Division of the Public Works Department advertised for bids for the construction of curb ramps at various intersections in the City. The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

The attached map shows the locations for this year's work.

Discussion

Three (3) bids were received and opened on March 21, 2019. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BIDDER</i>	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
The Diamond Engineering Co., Grand Island, NE	None	\$119,098.00
Galvan Construction of Grand Island, NE	None	\$133,026.80
Van Kirk Bros. Contracting of Sutton, NE	None	\$178,618.50

Alternatives

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

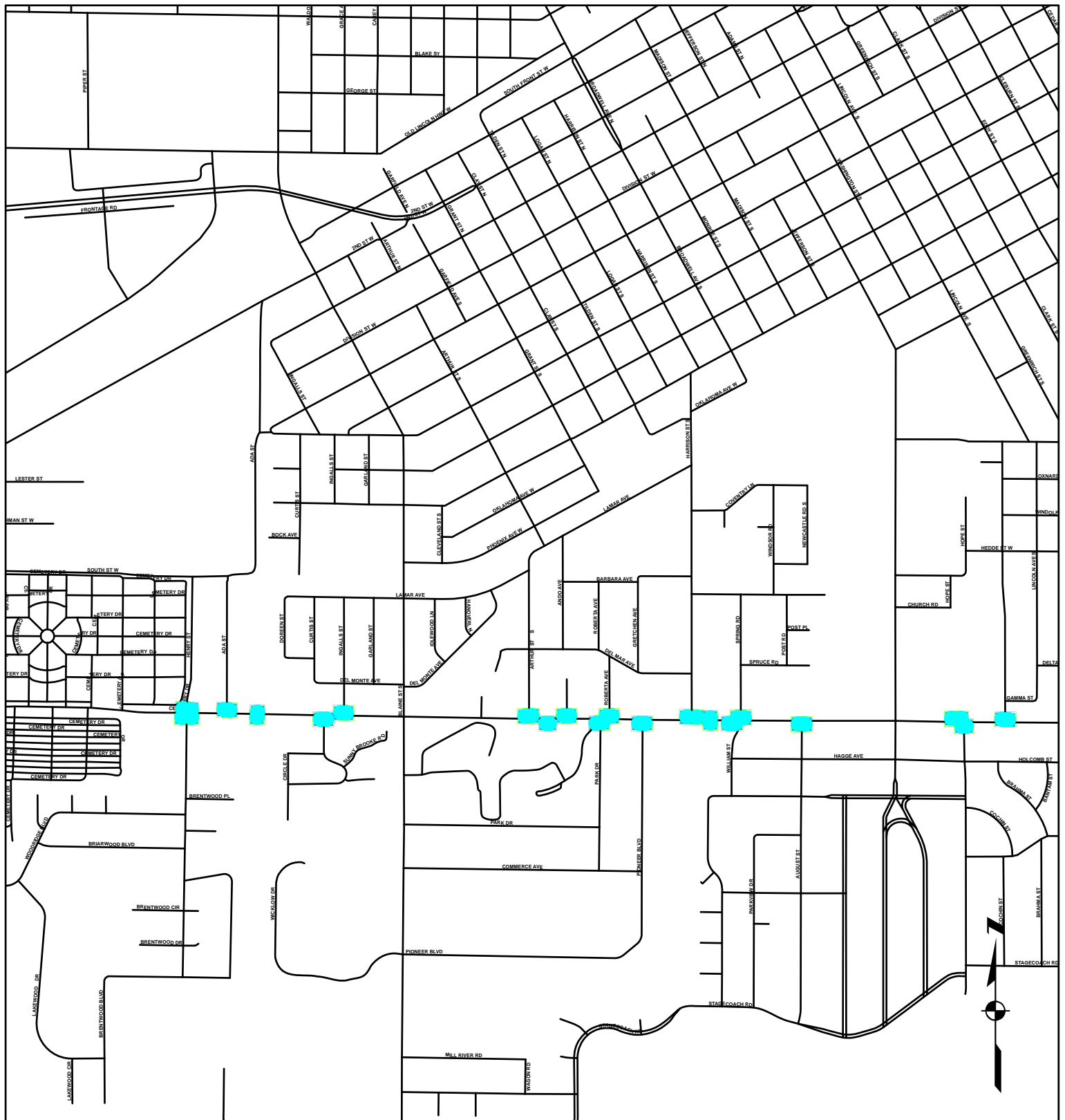
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$119,098.00.

Sample Motion

Move to approve the bid award.



Locations

Stolley Park Rd & Webb Rd	Stolley Park Rd & Roberta
Stolley Park Rd & Brentwood/Henry	Stolley Park Rd & Pioneer
Stolley Park Rd & Ada	Stolley Park Rd & Harrison
Stolley Park Rd & St Joe Trail	Stolley Park Rd & Spring
Stolley Park Rd & Circle Dr	Stolley Park Rd & August
Stolley Park Rd & Ingalls	Stolley Park Rd & Riverside
Stolley Park Rd & Arthur	Stolley Park Rd & Sylvan
Stolley Park Rd & Stolley Park Circle	
Stolley Park Rd & Park Drive	
Stolley Park Rd & Stolley Park School	

ADA Curb Ramp 2019-CR-1



PUBLIC WORKS DEPARTMENT

04-02-2019



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 21, 2019 at 2:15 p.m.
FOR: Curb Ramp Project No. 2019-CR-1
DEPARTMENT: Public Works
ESTIMATE: \$178,000.00
FUND/ACCOUNT: 21000001-2100-40004
PUBLICATION DATE: March 3, 2019
NO. POTENTIAL BIDDERS: 11

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u>	Bidder:	<u>Galvan Construction</u>
	Grand Island, NE		Grand Island, NE
Bid Security:	Universal Surety Company	Bid Security:	Western Surety Company
Exceptions:	None	Exceptions:	None
Bid Price:	\$119,098.00	Bid Price:	\$133,026.80
Bidder:	<u>Van Kirk Bros. Contracting</u>		
	Sutton, NE		
Bid Security:	Universal Surety Company		
Exceptions:	None		
Bid Price:	\$178,618.50		

cc: John Collins, Public Works Director
Brent Clark, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Tim Golka, PW Engineer

P2118

RESOLUTION 2019-129

WHEREAS, the City of Grand Island invited sealed bids for Curb Ramp Project 2019-CR-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on March 21, 2019 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$119,098.00; and

WHEREAS, The Diamond Engineering Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$119,098.00 for Curb Ramp Project 2019-CR-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
April 5, 2019	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-15

**#2019-130 - Approving Agreement for Traffic Engineering Services
– Traffic Study Various Locations**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 9, 2019

Subject: Approving Agreement for Traffic Engineering Services–
Traffic Study Various Locations

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

Background

A Request for Qualifications (RFQ) for Traffic Engineering Services - Traffic Study Various Locations was advertised in the Grand Island Independent on September 8, 2018. The RFQ was also sent to eighteen (18) potential firms by the Engineering Division of the Public Works Department.

To accommodate both vehicle and pedestrian performance this traffic study will look at operating conditions at several locations in town; US Highway 30 and Lincoln Avenue, Louise Street and Blaine Street, Anna Street and Eddy Street 4-way stop/flashing beacon evaluation, as well as other areas that become known as the study progresses.

Discussion

Two (2) submittals were received on September 25, 2018, with evaluation of each by Public Work staff based on established criteria in the RFP.

Olsson, Inc. of Lincoln, Nebraska was selected as the best qualified firm to perform the requested services. An agreement was negotiated for the services to be performed at actual costs with a maximum amount of \$55,285.59. It is anticipated that all work will be completed before the end of this fiscal year.

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, Inc. of Lincoln, Nebraska for the 2019 Traffic Engineering Services - Traffic Study Various Locations project with services to be performed at actual costs at a maximum amount of \$55,285.59.

Sample Motion

Move to approve the agreement.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

March 20, 2019

City of Grand Island, Nebraska
Attn: Keith Kurz, P.E.
Assistant Public Work Director - Engineering
P.O. Box 1968
Grand Island, Nebraska 68802-1968

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
2019 CIP Project 4 (the "Project")
Grand Island, Nebraska

Dear Mr. Kurz:

It is our understanding that the City of Grand Island, Nebraska ("Client") requests Olsson, 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

See Attached Exhibit A.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Fifty-Five Thousand, Two Hundred Eighty-Five Dollars and Fifty-Nine Cents (\$55,285.59). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

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 Keith Kurz.

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, INC.

By Shane A. King
Shane King, PE, PTOE
Vice President

By Justin P. Petersen
Justin Petersen, PE, PTOE
Vice President

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, NEBRASKA

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services
Exhibit A – Work Schedule
Exhibit B – Fee Estimate
General Provisions

G:\Lincoln\Admin\LETPROP\TFTC\2019\Grand Island\Traffic Engineering Study On-Call - 2019 CIP Project 4\Letter Agreement.docx

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 20, 2019 between the City of Grand Island, Nebraska ("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 Description: 2019 CIP Project 4
Project Location: Grand Island, Nebraska

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Anna and Eddy Study

Task 1 – Project Management. Project management and technical oversight of the project, by the Consultant, will be provided throughout the duration of the contract. This task includes necessary modifications to the project work plan and schedule based on discussion with City staff and on-going project needs. The Consultant project manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. The Consultant project manager will maintain frequent and effective communication with the City of Grand Island project manager. Monthly progress reports and invoices will be prepared documenting project progress, issues encountered, corrective strategies and planned work for the next month.

Quality control will be conducted throughout the project and prior to submittal of all project deliverables.

Task 2 – Kick-Off Meeting (1). Once notice to proceed has been received, the Consultant will schedule, coordinate, and attend a kick-off meeting with City of Grand Island, and other project stakeholders as identified by the City of Grand Island. The Consultant project manager will develop and distribute meeting agendas at least 48 hours prior to all progress/review meetings. The Consultant will prepare and distribute meeting minutes within seven (7) days of the meeting. The meeting will occur at the City of Grand Island offices. *Scope assumes joint kick-off meeting for all three phases. See Phase 200 for meeting hours.*

Task 3 – Review Meetings (1). The Consultant will participate in one meeting with the City of Grand Island upon the completion of the Draft Study to review the results of the traffic analysis and draft recommendations. The Consultant project manager will develop and distribute meeting agendas at least 48 hours prior to all progress/review meetings. The Consultant will prepare and distribute meeting minutes within seven (7) days of the meeting. The meeting will occur at the City of Grand Island offices. *Scope assumes joint review meeting for all three phases. See Phase 200 for meeting hours.*

Task 4 - Data Collection. Olsson will collect weekday turning movement counts (6:30 AM to 6:30 PM), including pedestrians and bicyclists at the crosswalks and on-street bicyclists, at the study intersections:

- Anna Street & Eddy Street (existing 4-way stop w/ flashing beacon)
- Anna Street & Adams Street (existing 2-way stop)

A request will be made to the City of Grand Island for a 3-year crash history at the study intersections. In addition, the most recent aerial imagery will be requested from the City of Grand Island for use during concept design.

The data collection will include a site visit by a Traffic Engineer to document intersection geometry, witness peak traffic conditions when normal vehicular and pedestrian movements are expected during the school year and document physical restraints that may impact proposed recommendations.

Task 5 - Existing Conditions Analysis. Intersection capacity analysis will be performed for the study intersections based on existing traffic volumes and intersection geometrics / characteristics. This step will identify current delays and vehicle queues. Analysis will be conducted for weekday peak hours. The analyses will be performed in accordance with the Highway Capacity Manual 6th Edition (HCM) methodologies using Synchro 10.0. Intersection Level of Service (LOS) results will be evaluated and any deficiencies in existing lane configurations noted.

A crash summary will also be prepared to identify existing patterns, including crash pattern diagrams, that may require mitigation.

Task 6 – Traffic Control Evaluation. Traffic signal warrants provided in the Manual on Uniform Traffic Control Devices (2009 Edition) will be evaluated at the study intersections using existing traffic volumes. Traffic signal warrants to be evaluated shall include the following:

- Warrant 1: Eight-Hour Vehicular Volume Warrant
- Warrant 2: Four-Hour Vehicular Volume Warrant
- Warrant 3: Peak-Hour Vehicular Volume Warrant
- Warrant 4: Pedestrian Volume

A multiway stop evaluation will be completed for both intersections to confirm if this application is appropriate at either intersection.

In addition, if requested by the Client, an evaluation of a roundabout at the study intersection(s) can be conducted.

Task 7 - Geometrics / Pedestrian and Bicycle Evaluation. Based on turning movement volumes at the study intersections, turn lane storage bay requirements for queued turning vehicles will be evaluated per applicable design criteria. In addition, a pedestrian and bicycle evaluation of the intersections will be completed. As part of this analysis, recommendations for potential intersection treatments to improve the safety for pedestrians and bicyclist using the study intersections will be provided.

Task 8 - Develop Recommendations. Based on analysis results, City policies, design standards, and engineering judgment, recommendations will be made to mitigate noted

concerns at the study intersections and to provide safe and acceptable traffic/bike/pedestrian operations within the study area. Pending results, these recommendations may or may not include geometrics changes, changes to intersection traffic control, relocation of pedestrian treatments and/or multiple recommendations in order of preference.

Task 9 - Study Documentation. A complete traffic report will document the study process and be accompanied by the concept designs with supporting documentation. It will detail the tasks performed and the resulting impacts. A draft version will be produced for City review. A final report will incorporate review comments.

Task 10 – Concept Design. The Consultant will develop and evaluate recommended improvements to determine the most efficient and effective design as well as identify costs associated with any improvements. The intersection concepts shall be reviewed and evaluated with respect to vehicular and pedestrian movement, safety, impacts to adjacent property and environmental concerns. The design will be concept in nature but provide enough detail to make a determination on right-of-way needs, impacts to access, and allow for the development of planning level cost estimates for each alternative. No final engineering drawings will be produced by this contract.

Phase 200 – Highway 30 and Lincoln Avenue Intersection Study

Task 1 – Project Management. Project management and technical oversight of the project, by the Consultant, will be provided throughout the duration of the contract. This task includes necessary modifications to the project work plan and schedule based on discussion with City staff and on-going project needs. The Consultant project manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. The Consultant project manager will maintain frequent and effective communication with the City of Grand Island project manager. Monthly progress reports and invoices will be prepared documenting project progress, issues encountered, corrective strategies and planned work for the next month.

Quality control will be conducted throughout the project and prior to submittal of all project deliverables.

Task 2 – Kick-Off Meeting (1). Once notice to proceed has been received, the Consultant will schedule, coordinate, and attend a kick-off meeting with City of Grand Island, Nebraska Department of Transportation (NDOT), and other project stakeholders as identified by the City of Grand Island. The Consultant project manager will develop and distribute meeting agendas at least 48 hours prior to all progress/review meetings. The Consultant will prepare and distribute meeting minutes within seven (7) days of the meeting. The meeting will occur at the City of Grand Island offices. *Scope assumes joint kick-off meeting for all three phases.*

Task 3 – Review Meetings (1). The Consultant will participate in one meeting with the City of Grand Island and NDOT upon the completion of the Draft Study to review the results of the traffic analysis and draft recommendations. The Consultant project manager will develop and distribute meeting agendas at least 48 hours prior to all progress/review meetings. The Consultant will prepare and distribute meeting minutes within seven (7) days of the meeting. The meeting will occur at the City of Grand Island offices. *Scope assumes joint review meeting for all three phases.*

Task 4 - Data Collection. Olsson will collect weekday turning movement counts (6:30 AM to 6:30 PM), including pedestrians and bicyclists at the crosswalks and on-street bicyclists, at the study intersections:

- Hwy 30 & Lincoln Avenue
- Hwy 30 & Washington Street

A request will be made to the City of Grand Island for a 3-year crash history at the study intersections. In addition, the most recent aerial imagery will be requested from the City of Grand Island for use during concept design.

The data collection will include a site visit by a Traffic Engineer to document intersection geometry, witness peak traffic conditions when normal pedestrian movements are expected in the vicinity of the City Library and, review City Library circulation patterns and document physical restraints that may impact proposed recommendations.

Task 5 - Existing Conditions Analysis. Intersection capacity analysis will be performed for the study intersections based on existing traffic volumes and intersection geometrics / characteristics. This step will identify current delays and vehicle queues. Analysis will be conducted for weekday peak hours. The analyses will be performed in accordance with the Highway Capacity Manual 6th Edition (HCM) methodologies using Synchro 10.0. Intersection Level of Service (LOS) results will be evaluated and any deficiencies in existing lane configurations noted.

A crash summary will also be prepared to identify existing patterns, including crash pattern diagrams, that may require mitigation.

Task 6 – Traffic Control Evaluation. Traffic signal warrants provided in the Manual on Uniform Traffic Control Devices (2009 Edition) will be evaluated at the study intersections using existing traffic volumes. Traffic signal warrants to be evaluated shall include the following:

- Warrant 1: Eight-Hour Vehicular Volume Warrant
- Warrant 2: Four-Hour Vehicular Volume Warrant
- Warrant 3: Peak-Hour Vehicular Volume Warrant
- Warrant 4: Pedestrian Volume

In addition, if requested by the Client, an evaluation of a roundabout at the study intersection(s) can be conducted.

Task 7 - Geometrics / Pedestrian and Bicycle Evaluation. Based on turning movement volumes at the study intersections, turn lane storage bay requirements for queued turning vehicles will be evaluated per applicable design criteria. In addition, a pedestrian and bicycle evaluation of the intersections will be completed. As part of this analysis, recommendations for potential intersection treatments to improve the safety for pedestrians and bicyclist using the study intersections will be provided.

Task 8 - Develop Recommendations. Based on analysis results, City and NDOT policies, design standards, and engineering judgment, recommendations will be made to mitigate noted concerns at the study intersections and to provide safe and acceptable traffic/bike/pedestrian operations within the study area. Pending results, these recommendations may or may not

include roadway realignment, changes to intersection traffic control, relocation of pedestrian treatments and/or multiple recommendations in order of preference.

Task 9 - Study Documentation. A complete traffic report will document the study process and be accompanied by the concept designs with supporting documentation. It will detail the tasks performed and the resulting impacts. A draft version will be produced for City and NDOT review. A final report will incorporate review comments.

Task 10 – Concept Design. The Consultant will develop and evaluate recommended improvements to determine the most efficient and effective design as well as identify costs associated with any improvements. The intersection concepts shall be reviewed and evaluated with respect to vehicular and pedestrian movement, safety, impacts to adjacent property and environmental concerns. The design will be concept in nature but provide enough detail to make a determination on right-of-way needs, impacts to access, and allow for the development of planning level cost estimates for each alternative. No final engineering drawings will be produced by this contract.

Phase 300 – Louise and Blaine Street Pedestrian Study

Task 1 – Project Management. Project management and technical oversight of the project, by the Consultant, will be provided throughout the duration of the contract. This task includes necessary modifications to the project work plan and schedule based on discussion with City staff and on-going project needs. The Consultant project manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. The Consultant project manager will maintain frequent and effective communication with the City of Grand Island project manager. Monthly progress reports and invoices will be prepared documenting project progress, issues encountered, corrective strategies and planned work for the next month.

Quality control will be conducted throughout the project and prior to submittal of all project deliverables.

Task 2– Kick-Off Meeting (1). Once notice to proceed has been received, the Consultant will schedule, coordinate, and attend a kick-off meeting with City of Grand Island and other project stakeholders as identified by the City of Grand Island. The Consultant project manager will develop and distribute meeting agendas at least 48 hours prior to all progress/review meetings. The Consultant will prepare and distribute meeting minutes within seven (7) days of the meeting. The meeting will occur at the City of Grand Island offices. *Scope assumes joint kick-off meeting for all three phases. See Phase 200 for meeting hours.*

Task 3 – Review Meetings (1). The Consultant will participate in one meeting with the City of Grand Island upon the completion of the Draft Study to review the results of the traffic analysis and draft recommendations. The Consultant project manager will develop and distribute meeting agendas at least 48 hours prior to all progress/review meetings. The Consultant will prepare and distribute meeting minutes within seven (7) days of the meeting. The meeting will occur at the City of Grand Island offices. *Scope assumes joint review meeting for all three phases. See Phase 200 for meeting hours.*

Task 4 - Data Collection. Olsson will collect weekday turning movement counts (6:30 AM to 6:30 PM), including pedestrians and bicyclists at the crosswalks and on-street bicyclists, at the study intersections:

- Louise Street & Blaine Street
- Charles Street / Ingalls Street & Louise Street
- Charles Street & Blaine Street
- John Street & Blaine Street

A request will be made to the City of Grand Island for a 3-year crash history at the study intersections. In addition, the most recent aerial imagery will be requested from the City of Grand Island for use during concept design.

The data collection will include a site visit by a Traffic Engineer to document intersection geometry, witness peak traffic conditions when normal pedestrian movements are expected in the vicinity of the adjacent Gates Elementary School, review ingress and egress circulation patterns around the school and document physical restraints that may impact proposed recommendations.

Additionally, based on Client preference, a one on one meeting with school leadership is recommended to understand their thoughts on pedestrian safety and existing pedestrian flow patterns both before and after school. If a school route plan exists for the elementary school district boundary it will be requested in this meeting.

Task 5 - Existing Conditions Analysis. Intersection capacity analysis will be performed for the study intersections based on existing traffic volumes and intersection geometrics / characteristics. This step will identify current delays and vehicle queues. Analysis will be conducted for weekday peak hours. The analyses will be performed in accordance with the Highway Capacity Manual 6th Edition (HCM) methodologies using Synchro 10.0. Intersection Level of Service (LOS) results will be evaluated and any deficiencies in existing lane configurations noted.

A crash summary will also be prepared to identify existing patterns, including crash pattern diagrams, that may require mitigation.

Task 6 Traffic Control Evaluation. Traffic signal warrants provided in the Manual on Uniform Traffic Control Devices (2009 Edition) will be evaluated at the study intersections using existing traffic volumes. Traffic signal warrants to be evaluated shall include the following:

- Warrant 1: Eight-Hour Vehicular Volume Warrant
- Warrant 2: Four-Hour Vehicular Volume Warrant
- Warrant 3: Peak-Hour Vehicular Volume Warrant
- Warrant 4: Pedestrian Volume
- Warrant 5: School Crossing

As part of this task, warrants for alternate mid-block locations will potentially be completed.

Task 7 - Pedestrian Evaluation. Based on vehicle turning movement and pedestrian volumes at study intersections, a pedestrian and bicycle evaluation of the intersections will be completed. As part of this analysis, recommendations for potential alternate crossing locations to improve the safety for pedestrians and bicyclists using the crossing will be provided. This task will include a school route plan for the streets surrounding the school and evaluate all existing signage for conformance with the MUTCD.

Task 8 - Develop Recommendations. Based on analysis results, City policies, design standards, and engineering judgment, recommendations will be made to mitigate noted concerns at the study intersections and to provide safe and acceptable traffic/bike/pedestrian operations within the study area. Pending results, these recommendations may or may not include changes to intersection traffic control, type of pedestrian treatment, relocation of pedestrian treatments and/or multiple recommendations in order of preference.

Task 9 - Study Documentation. A complete traffic report will document the study process and be accompanied by the concept designs with supporting documentation. It will detail the tasks performed and the resulting impacts. A draft version will be produced for City review. A final report will incorporate review comments.

Task 10 – Concept Design. The Consultant will develop and evaluate recommended improvements to determine the most efficient and effective design as well as identify costs associated with any improvements. The concepts shall be reviewed and evaluated with respect to vehicular and pedestrian movement, safety, impacts to adjacent property and environmental concerns. The design will be concept in nature but provide enough detail to make a determination on right-of-way needs, impacts to access, and allow for the development of planning level cost estimates for each alternative. No final engineering drawings will be produced by 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.

APPENDIX A - WORK SCHEDULE

Owner: City of Grand Island, Nebraska
Engineer: Olsson
Project: 2019 CIP Project 4

TIME OF PERFORMANCE (Anna & Eddy)

Service performed under this agreement will be completed according to the following schedule.

Notice to Proceed:	April 5, 2019
Kickoff Meeting:	April 9, 2019
Data Collection:	April 16, 2019
Draft Submittal:	July 26, 2019
Review Meeting:	August 7, 2019
Final Submittal:	August 30, 2019

TIME OF PERFORMANCE (Hwy 30 & Lincoln)

Service performed under this agreement will be completed according to the following schedule.

Notice to Proceed:	April 5, 2019
Kickoff Meeting:	April 9, 2019
Data Collection:	June 11, 2019
Draft Submittal:	September 27, 2019
Review Meeting:	October 9, 2019
Final Submittal:	October 25, 2019

TIME OF PERFORMANCE (Louise & Blaine)

Service performed under this agreement will be completed according to the following schedule.

Notice to Proceed:	April 5, 2019
Kickoff Meeting:	April 9, 2019
Data Collection:	April 16, 2019
Draft Submittal:	July 26, 2019
Review Meeting:	August 7, 2019
Final Submittal:	August 30, 2019

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 20, 2019 between City of Grand Island, Nebraska ("Client") and Olsson, 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.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

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.

3.8.4 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.

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.

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 "Opinion of Probable Cost": 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 Opinion of Probable Cost

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 Opinion of Probable Cost 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 Opinion of Probable Cost. 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 Opinion of Probable Cost 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 Opinion of Probable Cost 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 Opinion of Probable Cost, 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 Opinion of Probable Cost.

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, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

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 Prior to the start of construction on the Project, 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 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 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.

7.9.7 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.

7.9.8 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 7.13.2 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.

RESOLUTION 2019-130

WHEREAS, on September 8, 2018 the Engineering Division of the Public Works Department for the City of Grand Island, advertised for Request for Qualifications for the 2019 Traffic Engineering Services - Traffic Study Various Locations project; and

WHEREAS, on September 25, 2018 submittals for such services were opened and evaluated by Public Works staff based on established criteria; and

WHEREAS, the proposal submitted by Olsson, Inc. of Lincoln, Nebraska received the highest ranking based on the established criteria; and

WHEREAS, such work will accommodate both vehicle and pedestrian performance at several locations in town; and

WHEREAS, the agreement was negotiated for the work to be performed at actual costs with a maximum amount of \$55,285.59.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Olsson, Inc. of Lincoln, Nebraska for actuals costs with a maximum amount of \$55,285.59 for the 2019 Traffic Engineering Services - Traffic Study Various Locations project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-16

#2019-131 - Approving Public Transportation Interlocal Agreement with Hall County

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

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: April 9, 2019

Subject: Approving Public Transportation Interlocal Agreement with Hall County

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

Background

On April 12, 2016, via Resolution No. 2016-87, Grand Island City Council approved the Interlocal Agreement with Hall County for Public Transportation Services.

Discussion

The current Interlocal Agreement with Hall County pertaining to Public Transportation Services expires April 12, 2019. It is recommended to renew the interlocal agreement for a term of one (1) year commencing March 1, 2019, with an automatic renewal thereafter for successive terms of one (1) year each unless either party provides written notice not less than ninety (90) days prior to the termination of the then current term.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Resolution approving the Interlocal Agreement with Hall County for Public Transportation Services.

Sample Motion

Move to approve the resolution.

INTERLOCAL AGREEMENT
BY AND BETWEEN THE COUNTY OF HALL, NEBRASKA AND THE CITY OF
GRAND ISLAND, NEBRASKA
FOR PUBLIC TRANSPORTATION SERVICES

This agreement dated this ____ day of _____, 2019, is by and between the County of Hall, Nebraska (“County”) and the City of Grand Island (“City”).

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

WHEREAS, the Parties hereto desire to enter into such a contractual agreement for the County and the City to undertake to cooperatively provide public transportation services within the jurisdictional boundaries of the City and County.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, County of and City agree as follows:

1. Purpose. The purpose of this Agreement is for County and City to provide public transportation services within the jurisdictional boundaries of County and City.
2. Term. This Agreement shall be for a term of one year commencing March 1, 2019 and shall automatically renew thereafter for successive terms of 1 year each unless either party provides written notice not less than 90 days prior to the termination of the then current term.
3. Funding.
 - 3.1. City shall apply for transportation funds available from the Federal Transit Administration which, together with matching City provided funding, shall provide the source of funds for operation of the public transportation system for trips originating or terminating within the urbanized area of the City of Grand Island. Funds provided for public transportation by City and the grant funds provided from Federal Transit Administration shall together be referred to as “City Transportation Funds.”
 - 3.2. County shall apply for transportation funds available from the Nebraska Department of Transportation which, together with matching County provided funds, shall provide the source of funds for operation of the public transportation system for trips originating or

terminating within the area of Hall County that is not included within the urbanized area of the City of Grand Island. Funds provided for public transportation by County and the grant funds provided from Nebraska Department of Roads shall together be referred to as “County Transportation Funds.”

- 3.3. City Transportation Funds and County Transportation Funds shall be utilized to provide a funding for a single public transportation provider contracted to provide public transportation services as defined herein. The parties shall provide accounting procedures and systems necessary to ensure and provide documentation of appropriate utilization of the City Transportation Funds and the County Transportation Funds.
4. Public Transportation Services; Objectives. The basic objectives of the Public Transportation Services program include:
- a) Provide curb-to-curb/portal-to-portal public transportation in Hall County and the urbanized area of Grand Island;
 - b) Meet performance objectives established by the City;
 - c) Provide service that is safe, reliable, compliant with all service requirements, the Americans with Disabilities Act, and federal, state, and local regulations; and
 - d) Provide service in the most cost-effective and efficient manner.
5. Buses. County’s current fleet of buses used to provide public transportation services shall be available for use by the contracted Public Transportation Services Provider to provide public transportation services within County and the urbanized area of the City of Grand Island. City shall seek available funding for additional and replacement buses for use within the urbanized area of the City of Grand Island.
- 5.1. Insurance. The Public Transportation Service Provider (“Provider”) shall be required to (i) obtain and maintain for the applicable contract term insurance on each Bus against all risks of loss or damage in an amount not less than the replacement cost of the Buses, without deductible and without co-insurance, (ii) obtain and maintain for the applicable contract term, comprehensive liability insurance covering personal injury of at least \$1,000,000 per person and property damage of at least \$1,000,000 per occurrence, and such insurance shall otherwise be in a form and with companies reasonably satisfactory to County and City. Provider shall designate County and City, as their interests may appear, as loss payee on property insurance, and shall designate County and City

additional insureds on liability insurance. Provider shall pay all premiums for such insurance and cause delivery to County and City of certificates evidencing such insurance in effect through the contract term identifying the vehicle identification number of each Bus, as applicable, along with, if requested by County or City, evidence satisfactory to County and City, of the payment of the premiums for such insurance. All insurance shall provide for at least thirty (30) days advance written notice to County and City before any cancellation, expiration or material modification thereof. No act or default of Provider, its officers, agents and employees, will affect County's or City's right to recover under such policy or policies in case of loss. Provider shall deliver prompt written notice to County and City of (1) loss, theft, or destruction of any Bus, (2) any damage to any Bus exceeding one thousand dollars (\$1,000), and (3) any claim arising out of the ownership, operation, maintenance, or use of any Bus. In the event of damage to or loss or destruction of a Bus (or any component thereof), Provider shall, at the option of County and City, (a) promptly place such Bus in good repair, condition and working order, or (b) replace the Bus with a bus in good repair, condition and working order, acceptable to County and City, and shall transfer clear title to such Bus to the entity, County or City, holding title to the bus damaged, lost, or destroyed, whereupon such bus shall be subject to the applicable contract term. Liability coverage shall include coverage for loading and unloading passengers.

- 5.2. Indemnification. The Public Transportation Service Provider shall be required to indemnify, defend, and hold harmless County and City, and their officers, agents and employees, from any claim, suit, or cause of action, including claims for court costs and attorney fees, arising out of or related to the operation of the public transportation system and the operation of the buses pursuant to the approved public transportation services agreement.
- 5.3. Maintenance. The Public Transportation Services Provider shall be required to maintain the bus fleet in a state of good repair.
- 5.4. Workers Compensation. The Public Transportation Services Provider shall maintain workers compensation coverage as required by law.
6. Grant Administration. Each party hereto shall be responsible for management of its transit grant funding, including but not limited to grant applications, accountability, and reports.

7. Procurement of Transportation Service Provider. City, on behalf of itself and as purchasing agent for County, shall take all necessary action for the solicitation of proposals, selection, and contracting with a transportation services provider to provide the public transportation services within the boundaries of County and the urbanized area of the City of Grand Island.
8. Public Transportation Services Provider; Scope of Work; Minimum Requirements. In addition to the requirements set forth herein, the Public Transportation Services provided hereunder and the Public Transportation Services Provider shall meet or exceed the requirements as set forth in "Attachment A," attached hereto.
9. Records. City and County shall each maintain such periodic and special reports as required by the party's respective governing body.
10. Amendment. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
11. Assignment. No Party may assign its rights under this Agreement without the express prior written consent of the other Party.
12. Captions. Captions used in this Agreement are for convenience and not to be used in the construction of this Agreement.
13. Waiver. Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
14. Notice. In further consideration of the mutual covenants contained herein, the Parties hereto expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following designated officers shall be the authorized representatives of the Parties:

For City: City of Grand Island, Attn: Mayor, PO Box 1968, Grand Island, NE 68802.

For County: County Clerk, 117 South Pine Street, Grand Island, NE 68801

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

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
16. Nondiscrimination. The Parties agree that in accordance with the Nebraska Fair Employment Act, NEB. REV. STAT. §48-1122 *et seq.*, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant, nor will they knowingly permit the selected public transportation service provider to do so. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
17. No Third Party Rights. This Agreement is not intended to, nor shall it provide third Parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege, except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
18. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that a Party or a Party's personnel, employees, agents, contractors or servants perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of another Party. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
19. Acquisition, Ownership And Disposal Of Personal Property. All property acquired and used in furtherance of the Program shall be owned by the entity which pays for said personal property. In the event the Program is terminated or is not superseded by another Interlocal

Cooperation Agreement, the parties shall take possession of their respective property.

20. Separate Entity. The parties agree that no separate entity is created by this Agreement.

21. Choice Of Laws. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, NEB. REV. STAT. §13-801 *et seq.*, as amended.

22. Entire Agreement. This Agreement shall constitute the entire agreement between the City and County relating to the public transportation services provided by and through this agreement. This agreement may be amended only in writing, duly approved, adopted and executed by the respective governing bodies of each Party. Neither Party is empowered to alter any of the terms hereof except as provided herein.

23. Execution. This Agreement of the Parties hereto is expressed by the approval in open meeting by the City Council and County Board, and the following execution by the respective authorized representatives.

City of Grand Island, Nebraska

County of Hall

By: _____
Roger G. Steele, Mayor

By: _____
Pamela Lancaster, Chairperson
Hall County Board of Supervisors

Dated: _____

Dated: _____

[attest]

[attest]

RaNae Edwards, City Clerk

Marla Conley, County Clerk

Approved as to form:

Martin Klein
Hall County Attorney

Approved as to form:

Jerom E. Janulewicz
Grand Island City Attorney

RESOLUTION 2019-131

WHEREAS, on April 12, 2016, via Resolution No. 216-87, Grand Island City Council approved the Interlocal Agreement with Hall County for Public Transportation Services; and

WHEREAS, such agreement expires April 12, 2019; and

WHEREAS, it is recommended to renew such agreement for a term of one (1) year commencing March 1, 2019, which shall then automatically renew thereafter for successive terms of one (1) year each unless either party provides written notice not less than ninety (90) days prior to the termination of the then current term; and

WHEREAS, the cooperative public transportation services will be funded by Hall County utilizing rural transportation funds it will receive from the State of Nebraska and by the City utilizing urban transportation funds it will receive from the Federal Transit Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Interlocal Agreement with Hall County for Public Transportation Services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 5, 2019	▣ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-17

#2019-132 - Approving Purchase of 2019 Chevrolet Malibu for Building Department

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: April 9, 2019

Subject: Purchase of 2019 Chevrolet Malibu for Building Department

Presenter(s): Craig Lewis, Building Department Director

Background

On February 13, 2019 a City inspection vehicle was involved in an accident at 2nd and Broadwell streets. The accident was not the fault of City personal but was caused by a client of State Farm Insurance. The insurance carrier has inspected the vehicle, a 2008 Chevrolet Impala, and determine the cost to repair the vehicle exceeded the market value of the vehicle and has offered the City a cash settlement of \$6,578.73 and surrender of the vehicle.

Estimates received for repairs were, \$4,197.28, \$4,339.88, and \$4,864.36. Repairing the vehicle would create salvage title and future insurance issues.

State vehicle bids were reviewed and a replacement purchase of a 2019 Chevrolet Malibu in the amount of \$17,457 is requested.

Discussion

The Department is requesting approval of the purchase of a 2019 Chevrolet Malibu from Husker Auto Group the vendor of a State Contract number 14859 OC to replace the 2008 Chevrolet Impala involved in the accident and determined totaled by the insurance company. The amount of the purchase price is \$17,457.00.

There were no funds included within the 2018-2019 budget for any capital purchases but the next budget year it is expected to begin with the scheduled replacement of seven inspection vehicles, one each for the next seven years.

Replacing the vehicle this year will allow inspections to proceed uninhibited by the loss of a vehicle and the cost are anticipated to be absorbed within the total departmental budget by cost savings in other line accounts.

Alternative

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

1. Approve the request.
2. Disapprove or /Deny the request.
3. Modify the request to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the request and authorize the purchase of the identified vehicle on the State awarded contract.

Sample Motion

Move to approve the request for purchase of an inspection vehicle from the State Contract #14859 OC with Husker Auto Group of Lincoln, Nebraska in an amount of \$17,457.00.

RESOLUTION 2019-132

WHEREAS, a City owned vehicle was involved in an accident on February 13, 2019 and determined to be a total loss; and

WHEREAS, the responsible insurance company has paid the city for the loss of the vehicle; and

WHEREAS, the City is in need of a replacement inspection vehicle to facilitate inspection services and the State of Nebraska contract award number 14859OC provides for the purchase of a 2019 Chevrolet Malibu at a price of \$17,457.00,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order be approved to acquire a replacement vehicle on the State of Nebraska contract award number 14859 OC from vendor Husker Auto Group of Lincoln, Nebraska for a 2019 Chevrolet Malibu at the contract price of \$17,457.00. Funds are anticipated to be provided from the 2018-2019 Building Department budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019

Roger Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 5, 2019	▣ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-18

**#2019-133 - Approving Development Agreement with Menard, Inc.
for Fire Station No. 4**

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: April 9, 2019

Subject: Fire Station #4 Development Agreement

Presenter(s): Jerry Janulewicz, City Attorney

Background

By adoption of Ordinance 9666, Council approved the Purchase Sale Agreement (the “Agreement”) with Menard, Inc., for the sale of Lot One in State Subdivision in the City of Grand Island, Hall County, Nebraska, in consideration of \$103,015.00 cash consideration paid at closing. As additional consideration for the sale of the city property, within two years of closing Menard shall construct and convey to City, at Menard’s cost, a new fire station.

As provided by law, notice of the sale and the terms of sale was published for three consecutive weeks in a newspaper published for general circulation in the City of Grand Island. No public remonstrance was received.

Discussion

After a lengthy period of discussions and plan revisions, construction plans, specifications, and a development agreement for the new fire station have been approved by City Staff. Upon approval of the same by the City Council and Mayor, closing of the sale of the city-owned real estate on State Street can proceed. Pursuant to the Purchase/Sale Agreement, the existing Fire Station #4 on State Street will remain occupied by the City’s Fire Department until construction of the new station is complete. The proposed Resolution, if adopted, approves the building and site plans, specifications, and development agreement; authorizes execution of the development agreement and deed of conveyance, and authorizes the City’s Mayor to take such other actions as is necessary to close the real estate transaction conveying to Menard, Inc., the above-described real estate.

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 adopt the Resolution.

Sample Motion

Move to approve the Resolution.

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the “**Agreement**”) is entered into on this ____ day of _____, 2019, (the “**Effective Date**”) by and between **MENARD, INC.** (“**Menard**”) and the **CITY OF GRAND ISLAND, NEBRASKA** (“**City**”). The foregoing are hereinafter sometimes individually referred to as a (“**Party**”) and collectively referred to as the (“**Parties**”).

RECITALS:

WHEREAS, Menard and City entered into a Purchase and Sale Agreement dated December 13, 2017 (the “**PSA**”) for the sale of property identified in the attached Exhibit A (the “**Menard Parcel**”).

WHEREAS, City is the owner of a parcel of land identified on the attached Exhibit B (“**City Parcel**”).

WHEREAS, as part of the consideration for City selling the Menard Parcel to Menard, Menard has agreed to construct a new fire station building on the City Parcel in accordance with the Development requirements listed in Article II below (“**Improvement(s)**”) pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties now desire to enter into this Agreement in order to establish their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

ARTICLE I - INCORPORATION

SECTION 1.1 All of the above Recitals are incorporated herein by reference in this Paragraph as if fully restated herein.

ARTICLE II – DEVELOPMENT

SECTION 2.1 Project Area. Menard has agreed, at its sole cost unless otherwise specified in this Agreement, to perform and is responsible for constructing the Improvements upon the City Parcel in accordance with the plans, specifications, requirements and timelines established by this Agreement.

SECTION 2.2 Improvements. It is understood and agreed by and among the parties that the Improvements shall consist of a new fire station with a split face block exterior, as depicted and specified in the following documents: GEC Plan Sets Dated March 21, 2019; Grand Island Fire Station #4 Construction Specifications dated March 21, 2019; Grand Island Fire Station construction Signed Set dated January 14, 2019; Grand Island Fire Station Specifications PME dated March 21, 2019; and Grand Island Fire Station #4 Site Civil Plans (collectively, the “**Site Improvement Plans**”). The foregoing is subject to the receipt of all necessary government approvals.

2.2.1 City’s Due Diligence Materials. City, at its sole cost, shall deliver to Menard a geotechnical report, Phase I environmental report and a topographical survey of

the City Parcel prior to Menard beginning construction activities on the City Parcel.

2.2.2 Fire Station Construction. Menard at its sole cost and expense will design and construct the Improvements on the City Parcel. The construction of the fire station shall be in accordance with the Site Improvement Plans using Menard-provided materials and supplies. Construction of the fire station shall include the construction of the building, the paved drives, the parking areas, utility extensions from the right of way, and the landscaping. Pursuant to and in accordance with a schedule approved by City's Fire Chief, City equipment identified in Exhibit C shall be removed from the Menard Parcel and installed at the Fire Station constructed upon the City Parcel at Menard's sole cost and expense.

2.2.3 Costs of Construction. Menard shall be responsible for all charges, fees and expenses in relation to materials, labor, architect fees (excepting those fees relating to City's review of the Menard created plans), utilities, site preparation, and landscaping, excepting that the City shall be responsible for the cost of upgrading the exterior of the Improvements to tan split face block at a cost not to exceed Fifty Two Thousand Seven Hundred Thirty Eight AND NO/100 Dollars (\$52,738.00). Any costs relating to revisions of the plans shall be the sole cost of City. Any costs relating to required expansion of public rights of way, offsite utility extensions, and any other work in addition to those items contained in the Site Improvement Plans shall be completed at the sole cost of City.

2.2.4 Warranty. Menard or its contractors shall provide to City a one (1) year warranty from the date Menard completes the work contemplated herein.

SECTION 2.3 Material Modifications. In the event the City requires any material modifications to the location, size or character of the Improvements, City shall notify Menard of such changes and the Parties shall work in good faith to modify the plans to accommodate the City's requirements to the reasonable satisfaction of Menard and City. Any increase in the cost of completing the Improvements due to such material modification shall be the sole responsibility of City.

SECTION 2.4 Project Management. Menard will undertake typical project management responsibilities for the design and installation of the Improvements and shall oversee the construction of the Improvements. Menard shall comply with all local, state, and federal laws during construction of the Improvements.

SECTION 2.5 Timing, Completion and Approval. Menard shall construct the Improvements within 2 years of the date of this Agreement (the "**Construction Deadline**"). If Menard has begun construction of the Improvements, but has not completed the Improvements by the Construction Deadline, Menard shall be allowed to extend the Construction Deadline for a period of sixty (60) days. Upon completion of the construction by Menard, City shall have thirty (30) days to inspect the Improvements for any items that are not in accordance with the Site Improvement Plans (the "**Improvement Review Period**"). If any are found, City shall compile a complete list of items not conforming to the Site Improvement Plans (the "**Improvement Correction List**"); if City fails to deliver the Improvement Correction List within the Improvement Review Period, City shall be deemed to have accepted and approved the Improvements. Upon receipt of the Improvement Correction List, Menard shall have thirty

(30) days to correct such deficiencies (the “**Improvement Correction Period**”). Upon Menard’s completion of the items outlined on the Improvement Correction List, City shall have an additional thirty (30) days to review and object to Menard’s remedial work (the “**Remedial Review Period**”). City shall not, during the Remedial Review Period, add additional items outside the scope of those outlined on the Improvement Correction List. Menard shall have an additional thirty (30) days, or a mutually agreed upon reasonable amount of time, to correct any further remedial work requested by the City (the “**Remedial Correction Period**”). Upon approval of the Improvements by City, or the conclusion of the Remedial Correction Period, Menard shall turn over possession of the Improvements to City.

SECTION 2.6 Failure to Construct Improvements. In the event that Menard fails to construct the Improvements, and has not begun its construction of such Improvements pursuant to this Agreement, the City and Menard shall have the option, upon mutual written agreement, to extend this Agreement for a term of one (1) year. If, upon the expiration of this agreement and any extensions, Menard fails to construct the Improvements, the following shall occur:

- (A) Ownership of the Menard Parcel shall revert back to the City, and, within ninety (90) days, any warehouse improvements placed on the Menard Parcel pursuant to Section 3.7 below shall be removed at the sole cost and expense of Menard;
- (B) The City shall return the purchase price outlined in the PSA to Menard; and
- (C) All Parties shall thereupon be relieved of any and all responsibilities under this Agreement.

SECTION 2.7 Licenses For Construction. City hereby grants to Menard, and its contractors, employees, agents, and representatives, a nonexclusive license for the term of this Agreement to enter upon the City Parcel for the performance of all work required or permitted to be performed by Menard under this Agreement. The License and permit granted hereby is limited to a license for entry upon the City Parcel and does not include the granting of or waiver of any professional licensure, i.e. plumber electrician, etc., required by state or local law or regulation. Menard shall provide City with seven days prior notice before the commencement of construction.

SECTION 2.8 Insurance and Indemnification.

2.8.1 Insurance . During construction of the Improvements, Menard agrees to provide and maintain, and cause its contractors and subcontractors to provide and maintain throughout the period of construction of the Improvements, general liability insurance in the minimum amounts of:

\$1,000,000.00 for property damage to any one person;
\$1,000,000.00 for property damage in any one accident;
\$1,000,000.00 for personal bodily injury or death to any one person or individual; \$1,000,000.00 for personal bodily injury or death in any one accident.

Said insurance shall name City as an additional insured.

2.8.2 Liens. Menard shall not cause (or allow its contractors to cause) any mechanics' lien or any other interest to attach to the City Parcel. In the event of such lien or interest, Menard shall within thirty (30) days’ notice from City pay such amount owed and cause the lien to be removed or Menard shall bond

over the lien in accordance with common practices for providing such a security prevailing and accepted in the locality of Grand Island, Nebraska.

ARTICLE III – MISCELLANEOUS PROVISIONS

SECTION 3.1 Agreement Binding. Except as set forth below, this Agreement is binding on the parties and neither party may assign or delegate its obligations hereunder (except to a construction company or similar entity for purposes of constructing the Improvements), without the prior written consent of the other party.

SECTION 3.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

SECTION 3.3 Permits. Menard's obligation to construct the Improvements is subject to Menard receiving, at City's cost, a building permit for its development of the City Parcel and receiving all necessary governmental permits and approvals for the Improvements.

SECTION 3.4 Severability. If any part, term, or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

SECTION 3.5 Enforceability. The enforceability of this agreement is contingent upon Menard and the City closing on the Menard Parcel transaction as agreed upon in the PSA.

SECTION 3.6 Waiver. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, nor constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by the Parties, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. Also, no delay or omission by any of the parties to exercise any right, privilege or power accruing upon any failure of performance shall impair any such right or privilege or shall be construed a waiver thereof.

SECTION 3.7 Menard Parcel Construction. Following closing on the purchase of the Menard Parcel and the commencement of the construction of the Improvements outlined herein, Menard shall have the right to begin construction of warehouse improvements upon the Menard Parcel, so long as such construction does not interfere with the City's continued use and enjoyment of the Menard Parcel until that point in time that the City vacates the Menard Parcel.

SECTION 3.8 No Partnership. This Agreement shall not create an association, partnership, joint venture or principal and agency relationship or similar other legal relationship under the laws of any state or the federal government, or to render them liable for the debts or obligations of the others, except as otherwise expressly provided in this Agreement. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.

SECTION 3.9 Notice. Any notice, demand, request or other communication which may or shall be given or served by the Parties shall be deemed to have been given or served on the date the same is: deposited in the United States Mail, standard, registered or certified, return receipt requested, postage prepaid; sent by electronic or facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

If to the Menard:

Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703
Phone: (715) 876-2532
Fax: (715) 876-5998
Email: properties@menard-inc.com

If to City:

City of Grand Island
Attn: Mayor
100 East First Street
Grand Island, NE 68802
Phone: (308) 385-5444
Fax:
Email:

The above addresses may be changed at any time by the parties by notice given in the manner provided above.

SECTION 3.10 Counterparts; Modification. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

SECTION 3.11 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Nebraska.

SECTION 3.12 Captions. The captions herein are inserted only for reference, and in no way define, limit or describe the scope of this Agreement or the meaning of any provision hereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Parties do hereby covenant and agree as follows:

MENARD, INC.

By: _____
Theron J. Berg
Real Estate Manager

Date: _____, 2019

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

On this ____ day of _____, 2019, before me a Notary Public within and for this County and State, personally appeared Theron J. Berg to me personally known, who, being by me duly sworn did say that he is the Real Estate Manager of Menard, Inc., the corporation named in the foregoing instrument, and that this instrument was signed on behalf of the corporation and that Theron Berg, Real Estate Manager acknowledged this instrument to be the free act and deed of Menard, Inc.

Notary Public _____ County
My Commission _____

City of Grand Island, Nebraska

By: _____
Roger G. Steele, Mayor

Date: _____, 2019

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

On this ____ day of _____, 2019, before me a Notary Public within and for said County and State, personally appeared Roger G. Steele to me personally known, who, being by me duly sworn did say that he is the Mayor of City of Grand Island, Nebraska, the entity named in the foregoing instrument, and that the instrument was signed on behalf of the city and Roger G. Steele acknowledged the instrument to be the free act and deed of the city.

Notary Public

This Instrument Is Drafted by:
Pat Wewel
Corporate Counsel Menard,
Inc.
5101 Menard Drive
Eau Claire, WI 54703

Exhibit A Menard Parcel

Lot One (1), State Subdivision in the City of Grand Island, Hall County, Nebraska.

DRAFT

Exhibit B City Parcel

Lot 1, Hanover Third Subdivision in the City of Grand Island, Hall County, Nebraska.

DRAFT

Exhibit C

[Attached on following page(s)]

Plymovent (vehicle exhaust capture system)

Commercial washer and dryer

Bunker Gear racks

Breathing Air Compressor and bottles

Breathing Air fill station

Communication system: telephone and radio

[Attached on following page(s)]

DRAFT

LIMITED LICENSE AGREEMENT

This Limited License Agreement ("Agreement") is made as of this _____ day of _____, 2018, by and between MENARD, INC. ("Licensor") and the CITY OF GRAND ISLAND, NEBRASKA ("Licensee"). The foregoing are hereinafter sometimes collectively referred to as the ("Parties")

RECITALS

WHEREAS, Licensor and Licensee have entered into a Purchase and Sale Agreement with an effective date of December 17, 2017, (the "PSA") for the sale of that certain parcel of land located in the City of Grand Island, Hall County, Nebraska, more fully described as: Lot One in State Subdivision in the City of Grand Island, Hall County, Nebraska (the "Property").

WHEREAS, Licensee desires to use a portion of the aforementioned parcel (the "Licensed Area"), generally as crosshatched on the attached Exhibit A, following the closing on the Property pursuant to the PSA, for the continued operation of a fire station.

WHEREAS, Licensor is willing to grant and Licensee wishes to receive a revocable, limited, exclusive license over the Licensed Area for the benefit of Licensee all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The license granted herein to Licensee shall commence on the closing of the Property pursuant to the PSA and terminate on the sooner of the expiration of 30 days following the Licensee's acceptance of the Improvements outlined in that certain Development Agreement entered into between the Licensor and Licensee with an effective date of _____, 2018 (the "Development Agreement"), or upon the Construction Deadline outlined in the Development Agreement (the "Term"). In the event that this Agreement expires on the Construction Deadline, Licensor and Licensee shall have the option to extend this Agreement for two (2) sixty (60) day periods pursuant to an instrument in writing signed by the Parties.

2. Licensor hereby grants to Licensee an exclusive limited license to enter upon the Licensed Area during the Term solely for the purpose of operating a fire station, and for no other purpose without the prior express written consent of Licensor. Licensee acknowledges and agrees that any and all activities conducted by Licensee or Licensee's employees, agents, representatives or contractors shall be solely at the risk of Licensee.

3. Throughout the term of this Agreement, Licensee shall solely be responsible for all property bills, maintenance bills, water bills and utility bills associated with the Property; additionally, the foregoing bills shall be paid in full upon termination

of this Agreement. Following Licensee's acceptance of the Improvements outlined in the Development Agreement, and Licensee's vacation of the property, Licensee shall transfer all utilities, property bills and any warranties associated with the Property to the Licensor. Licensee shall additionally turn over any keys, combinations, security codes, garage door openers and equipment manuals related to the improvements existing on the Property

4. Licensor shall withhold and place in escrow 10% of the purchase price, as outlined in the PSA, until that time that the Licensee vacates the Property. Upon termination of this Agreement, Licensor shall, within 30 days after receipt of a written request by Licensee, authorize release of the escrowed funds contingent on Licensee fulfilling all obligations of Licensee outlined in Section 3 of this Agreement.

5. Licensee agrees not to cause or permit any lien to be filed against the Licensed Area and shall indemnify and hold Licensor harmless from and against any and all such claims and liens arising out of the activities of Licensee, its employees, agents, representatives or contractors at or upon the Licensed Area.

6. Licensee shall, at its sole cost, obtain and maintain in effect all licenses, permits, consents and authorizations of federal, state and local authorities which may be necessary, required or appropriate for all activities of Licensee and its employees, agents, representatives and contractors at or upon the Licensed Area.

7. **Licensor makes no representations, warranties or covenants of any nature whatsoever regarding the condition of the Licensed Area or its suitability for the activities planned by Licensee, and Licensee accepts the Licensed Area in "as is" condition with all faults latent or apparent. Licensee agrees that Licensor shall not be required to undertake or exercise any duty of care or other safeguards with respect to the Licensed Area or for the safety of persons or for the prevention of damage to property in connection with any activities of Licensee on or about the Licensed Area.**

8. Any equipment or facilities temporarily placed on the Licensed Area by or for Licensee shall be installed, kept and maintained by Licensee in a safe and secure condition and in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders. All activities of Licensee and its employees, agents, representatives and contractors on and about the Licensed Area shall be conducted in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders.

9. At all times during the Term, Licensee shall keep the Licensed Area and everything thereon in a clean, safe and orderly condition and shall keep the Licensed Area and its surroundings clean and free from trash, rubbish, waste and debris. **Before expiration of the Term, Licensee shall remove all materials, equipment, personal property and other items of any nature within the Licensed Area; and Licensee shall leave and surrender the Licensed Area in the same or better condition as it was at the beginning of the Term.** If any repairs or restoration should be necessary in order to

return the Licensed Area or any part thereof to such condition, such work shall be promptly performed by Licensee, at its sole cost and to Licensor's satisfaction.

10. Licensee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Licensed Area by Licensee, Licensee's agents, employees, contractors or invitees, without first obtaining Licensor's written consent. If Hazardous Substances other than those approved by Licensor herein are used, stored, generated or disposed of on or in the Licensed Area, or if the premises become contaminated in any manner for which Licensee is liable, Licensee shall indemnify and hold harmless Licensor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney fees, consultant and expert fees) arising during or after the Term and arising as a result of such contamination by Licensee. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Licensee causes or permits the presence of any Hazardous Substance on the Licensed Area and such result in contamination, Licensee shall promptly, at its sole expense, take any and all necessary actions to return the Licensed Area to the condition existing prior to the presence of any such Hazardous Substance on the Licensed Area. Licensee shall first obtain Licensor's approval of any such remedial action. As used herein, "Hazardous Substance" includes any and all material or substances which are classified as "hazardous waste," "extremely hazardous waste," "hazardous materials," "hazardous substance," or any equivalent classification pursuant to state, federal, or local governmental law.

11. At its sole cost, Licensee shall maintain Comprehensive General Liability Insurance and shall maintain it in force and effect throughout the Term of this Agreement. This insurance shall insure Licensor and Licensee from all claims, demands, or actions made by or on behalf of any person or entity arising from, related to, or connected with the conduct and operation of Licensee's business on the Licensed Area. This insurance shall have minimum limits of not less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$2,000,000 per occurrence and \$3,000,000 aggregate. This insurance shall be the Primary Policy for any and all claims arising out of or relating to Licensee's use of the Licensed Area. Any insurance held by Licensor shall be used only to cover claim amounts in excess of the required limits of the Primary Policy. **Prior to occupying the Licensed Area, Licensee shall furnish Licensor with certificates showing compliance with this provision and naming Licensor as a primary and non-contributory additional insured.** In addition, throughout the Term Licensee shall maintain any and all worker's compensation insurance required by statute.

12. Licensee shall be liable for, and shall defend, indemnify and hold harmless Licensor, its shareholders, directors, officers, employees and agents (collectively, the "Indemnitees"), from and against any and all liability, claims, suits, judgments, damages,

losses, costs and expenses (including costs of defense and reasonable attorney's fees), which any or all of said Indemnitees may suffer, incur, be exposed to, be responsible for or pay, on account of any injury to or death of any person, or damage to or loss or destruction of any property, to the extent caused by Licensee (or any of its employees, agents, representatives or contractors) and arising out of or in connection with this License or the exercise of any license or privilege herein granted or the conduct of any activity on or about the Licensed Area or any act or omission of Licensee (or any of its employees, agents, representatives or contractors).

13. This Agreement is an independent agreement between the parties hereto and it shall not be deemed or construed to be an agreement to lease or purchase the Licensed Area.

14. Licensee may not and shall not assign this Agreement or the license and privileges hereunder, or delegate any of the Licensee's duties and obligations hereunder, without the prior written consent of Licensors and any attempted assignment or delegation without such prior written consent of Licensors shall be void.

15. This Agreement shall not become effective or binding unless and until the Parties close pursuant to the PSA and this Agreement has been signed by or on behalf of each of the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic transmission of this Agreement, signed by either or both parties hereto shall be considered to have the same legal effect as the original and shall be treated in all manner and respects as if the original had been delivered at the time of such facsimile or electronic transmission.

16. Any notices, deliveries and other communications required under this Agreement, and any other communication which either Licensors or Licensee may desire to deliver to the other, shall be in writing and shall be sent by either certified mail (return receipt requested), by nationally-recognized overnight courier, or by facsimile transmission provided that the original is immediately sent by another method specified herein, in each instance directed, addressed and transmitted or sent as follows:

If to Licensors: Menard, Inc.
 Attn: Properties Division
 5101 Menard Drive
 Eau Claire, WI 54703
 Facsimile Number: (715) 876-5998
 Phone Number: (715) 876-2532

If to Licensee: City of Grand Island
 Attn: Mayor
 100 East First Street
 Grand Island, NE 68802
 Phone Number: (308) 385-5444

Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or given for all purposes hereunder at the time they shall be mailed by United States certified mail, overnight courier or facsimile as aforesaid. Notwithstanding the foregoing, at Licensor's option monthly account statements, invoices, and similar correspondence may be delivered to Licensee via email.

17. Licensee shall be in default in the event that Licensee: fails in the payment of utilities or taxes or fails in any other charge hereunder; or fails to comply with any other term or condition of this Agreement; or fails to leave the Licensed Area at the end of the Term in the original or better condition; or permits a lien to be filed against the Licensed Area. In the event of any default Licensor shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licensor. Licensor will charge Licensee a monthly delinquency charge of 1 1/2% per month (186% A.P.R.) on any fees, taxes or other charges to be paid by Licensee under this Agreement that are overdue and such charge will be paid by Licensee. In addition, Licensor shall also be entitled to receive from Licensee collection costs and attorney fees totaling not less than fifteen percent (15%) of the unpaid balance if delinquencies are referred for collection. In the event that Licensee is in default under any other agreement entered into between Licensor and Licensee, then Licensee shall also be in default under this Agreement and Licensor shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licensor.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, each of the parties hereto has caused this Limited License Agreement to be signed and executed on its behalf as of the day and year first above written.

Date: _____, 2018 LICENSEE: CITY OF GRAND ISLAND

By: _____

Name: _____

Its: _____

Date: _____, 2018 LICENSOR: MENARD, INC.

By: _____
Theron J. Berg
Real Estate Manager

EXHIBIT A

RESOLUTION 2019-133

WHEREAS, on November 14, 2017, Council approved and adopted Ordinance No. 9666 regarding the sale of the following-described real estate to Menard, Inc.:

Lot One (1) in State Subdivision in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, notice of the sale was published as required by law and no or insufficient remonstrance was received; and

WHEREAS, the sale and closing is contingent upon the parties mutual agreement to the plans, specifications, and development agreement for a new Fire Station and appurtenances to be constructed by Menard, Inc., at its sole cost, upon City-owned property located at 13th Street and North Road; and

WHEREAS, City Staff have reviewed and approved the building and site improvement plans, specifications, and development agreement and recommend approval of the same by Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the building and site improvement plans, specifications, and development agreement for Fire Station #4 to be constructed at 13th Street and North Road are approved. The Mayor of Grand Island should be, and hereby is, authorized to execute said development agreement, the limited license agreement, and to execute a deed conveying to Menard, Inc., the above-described real estate, and to take such other necessary actions with respect to closing the real estate transaction including, but not limited to, delivery of a properly executed warranty deed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 5, 2019	☐ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item G-19

**#2019-101 - Approving Preliminary Plat, Final Plat and
Subdivision Agreement for Talon Apartments Second Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 9, 2019

Subject: Talon Apartments Second Subdivision – Preliminary and Final Plat

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

Background

This property is located north of U.S. Highway 34 and east of Locust Street in Grand Island, Nebraska. (14 lots, 13.820 acres). A replat of Part of Lot 1, Dessert Rose Subdivision, and all of Talon Apartments First Subdivision, Grand Island, Hall County, Nebraska. This property is zoned RD Residential Development Zone.

Discussion

The preliminary and final plats for Talon Apartments Second Subdivision was considered by the Regional Planning Commission at the March 13, 2019 meeting.

A motion was made by Ruge and second by Rainforth to approve the rezone of Talon Apartments First Subdivision as shown on the proposed development plan from RD Residential Development Zone to Amended RD Residential Development Zone including the preliminary and Final Plat.

The motion carried with ten members in favor (Nelson, Allan, O'Neill, Ruge, Maurer, Robb, Rubio, Monter, Rainforth and Kjar) no members voting no.

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

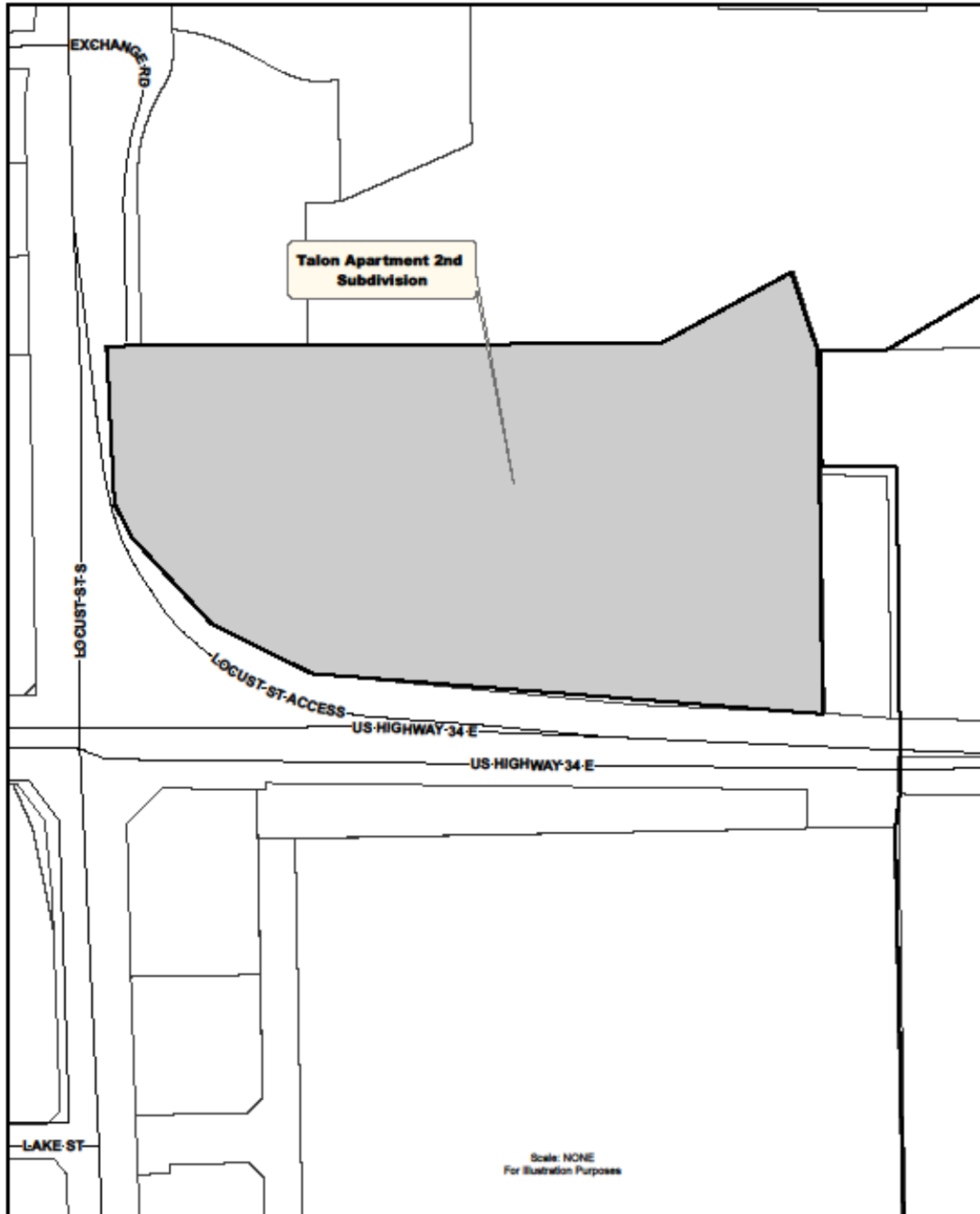
Recommendation

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

Sample Motion

Move to approve as recommended.

PROPOSED AREA LOCATION MAP



Developer/Owner

Talon Apartments INC.
1603 Coventry Lane
Grand Island, NE 68801

To create reconfigure 6 lots into 7 lots and Outlot A lots west of Locust Street and north of Husker Highway in the Grand Island, Nebraska.

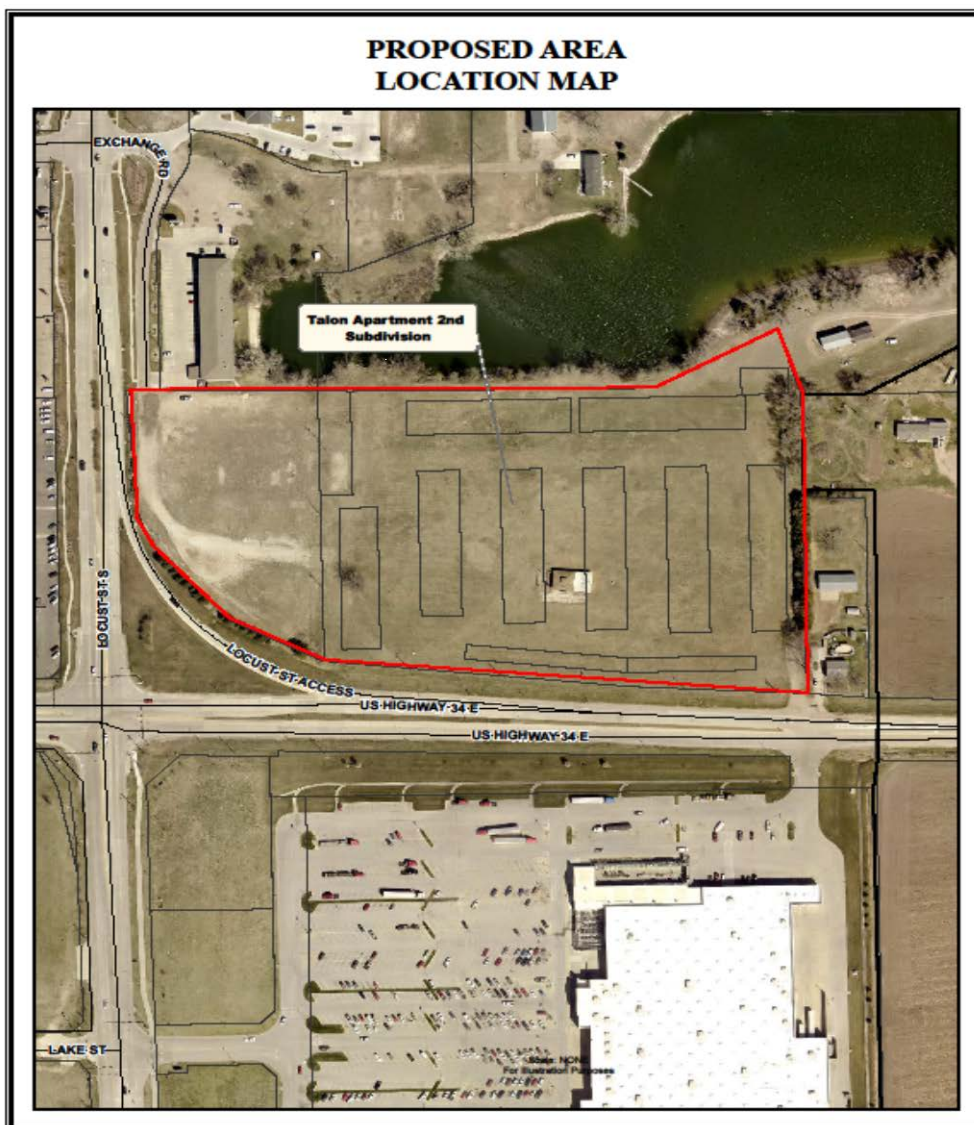
Size: 14 lots 13.820 acres

Zoning: RD Residential Development

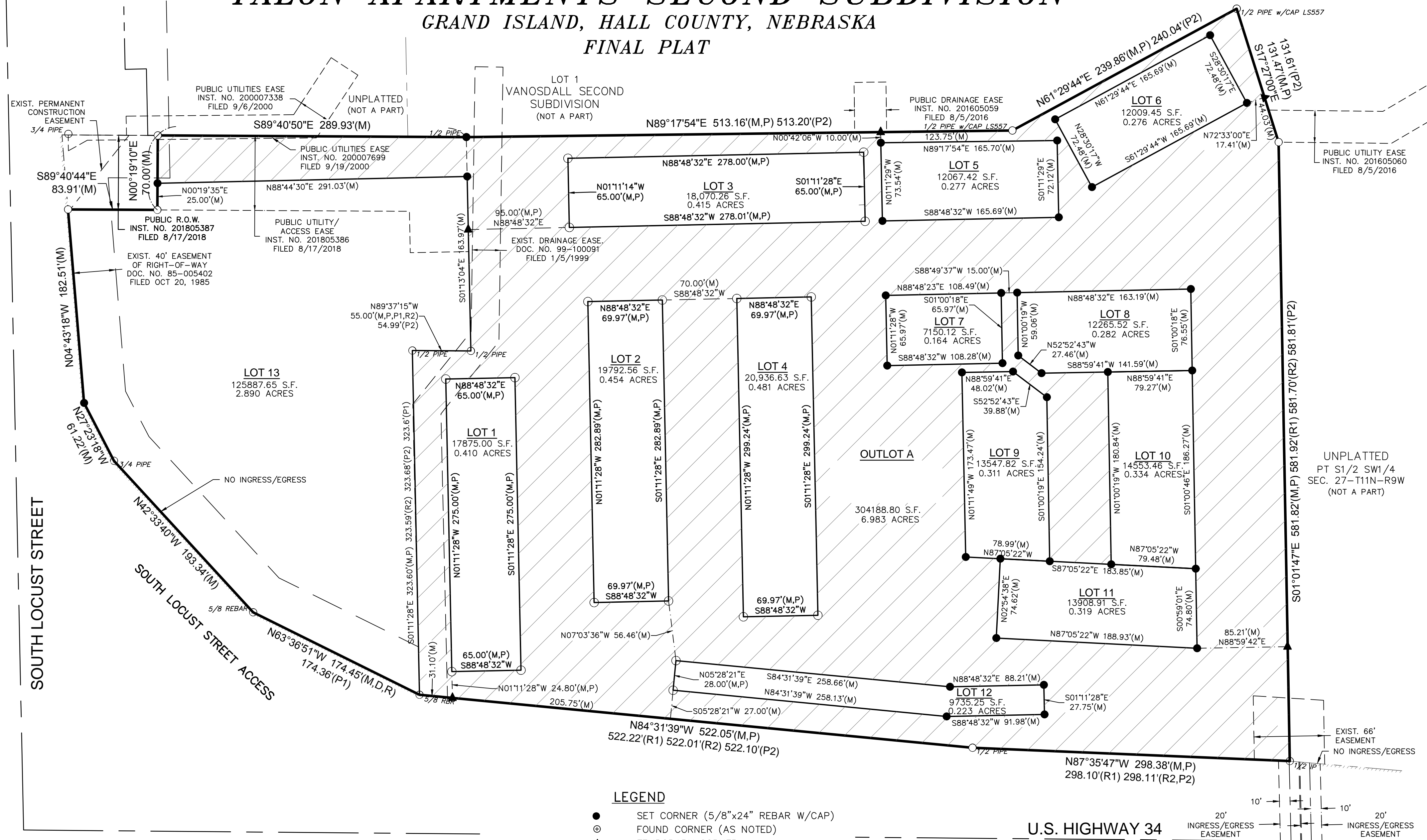
Road Access: All Access is from existing City Streets and internal private drives.

Water Public: City water is available.

Sewer Public: City sewer is available.



GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



OWNERS: TALON APARTMENTS, INC., AND COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND ISLAND
SUBDIVIDER: TALON APARTMENT INC., AND COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND ISLAND
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 13
NUMBER OF OUTLOTS: 1

SHEET 1 OF 2



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

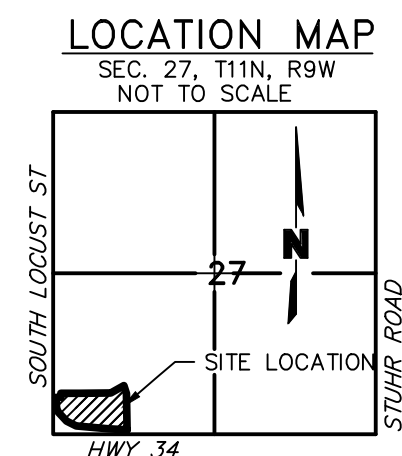
PROJECT NO. 2019-0094
TALON APARTMENTS SURVEY
FB GI 2016-1



- LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
 ⊕ FOUND CORNER (AS NOTED)
 ▲ TEMPORARY CORNER
 — PROPERTY LINE
 — PROPOSED SUBDIVISION LINE
 — SECTION LINE
 — EASEMENT LINE
 M MEASURED DISTANCE
 D DEEDED DISTANCE
 P TALON APARTMENTS FIRST SUBDIVISION
 P1 DESERT ROSE SUB
 P2 VANOSDALL SECOND SUB
 R CHARLES B. BEER LS#192 DATED JAN. 27, 1969
 R1 CHARLES B. BEER LS#192 DATED SEPT. 12, 1984
 R2 LEE D. WAGNER LS#557 DATED SEPT. 21, 2009
 □ PROPOSED DRAINAGE/ACCESS EASEMENT (OUTLOT A)

U.S. HIGHWAY 34



TALON APARTMENTS SECOND SUBDIVISION
GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGAL DESCRIPTION

A REPLAT OF PART OF LOT 1, DESSERT ROSE SUBDIVISION, AND ALL OF TALON APARTMENTS FIRST SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TALON APARTMENTS FIRST SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N87°35'47"W, ALONG THE SOUTH LINE OF SAID TALON APARTMENTS FIRST SUBDIVISION AND ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 34, A DISTANCE OF 298.38 FEET; THENCE N84°31'39"W, ALONG SAID SOUTH LINE AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 522.05 FEET TO THE SOUTHEAST CORNER OF DESERT ROSE SUBDIVISION; THENCE N63°36'51"W, ALONG THE SOUTHWESTERLY LINE OF DESERT ROSE SUBDIVISION AND ALSO BEING THE NORTHEASTERLY SOUTH LOCUST RIGHT-OF-WAY, A DISTANCE OF 174.45 FEET; THENCE N42°33'40"W, ALONG SAID SOUTHWESTERLY LINE OF DESERT ROSE SUBDIVISION AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 193.34 FEET; THENCE N27°23'18"W, ALONG SAID SOUTHWESTERLY LINE OF DESERT ROSE SUBDIVISION AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 61.22 FEET; THENCE N04°43'18"W, ALONG THE WEST LINE OF SAID DESERT ROSE SUBDIVISION AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 182.51 FEET TO THE SOUTHWEST CORNER OF A PUBLIC RIGHT-OF-WAY, INST. NO. 201805387, FILED 8/17/2018; THENCE S89°40'44"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 83.91 FEET; THENCE N00°19'10"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 70.00 FEET; THENCE S89°40'50"E A DISTANCE OF 289.93 FEET TO THE NORTHEAST CORNER OF LOT 1, DESERT ROSE SUBDIVISION AND ALSO BEING THE NORTHWEST CORNER OF SAID TALON APARTMENTS FIRST SUBDIVISION; THENCE N89°17'54"E, ALONG THE SOUTH LINE OF VANOSDALL SECOND SUBDIVISION AND THE NORTH LINE OF SAID TALON APARTMENTS FIRST SUBDIVISION, A DISTANCE OF 513.16 FEET; THENCE N61°29'44"E, ALONG SAID SOUTH LINE OF VANOSDALL SECOND SUBDIVISION AND SAID NORTH LINE OF TALON APARTMENTS FIRST SUBDIVISION, A DISTANCE OF 239.86 FEET TO THE NORTHEAST CORNER OF SAID TALON APARTMENTS FIRST SUBDIVISION; THENCE S17°27'00"E, ALONG THE EAST LINE OF SAID TALON APARTMENTS FIRST SUBDIVISION, A DISTANCE OF 131.47 FEET; THENCE S01°01'47"E, ALONG SAID EAST LINE OF TALON APARTMENTS FIRST SUBDIVISION, A DISTANCE OF 581.82 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 602,059.96 SQUARE FEET OR 13.821 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2019, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF PART OF LOT 1, DESSERT ROSE SUBDIVISION, AND ALL OF TALON APARTMENTS FIRST SUBDIVISION, 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

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.

CHAIRPERSON DATE

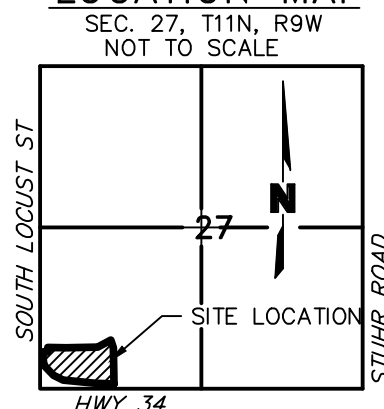
APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2019.

MAYOR

CITY CLERK

LOCATION MAP



DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT TALON APARTMENTS, INC., BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "TALON APARTMENTS SECOND SUBDIVISION" A REPLAT OF PART OF LOT 1, DESSERT ROSE SUBDIVISION, AND ALL OF TALON APARTMENTS FIRST SUBDIVISION, 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, AT _____, NEBRASKA, THIS ____ DAY OF _____, 2019.

MARK OTTO, ORGANIZER
TALON APARTMENTS, INC.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, THIS ____ DAY OF _____, 2019.

BY TOM GDOWSKI, CHAIRPERSON
COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL

ON THIS ____ DAY OF _____, 2019, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MARK OTTO, ORGANIZER - TALON APARTMENTS, INC., 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 _____, 2019, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED TOM GDOWSKI, CHAIRPERSON, COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, 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

OWNERS: TALON APARTMENTS, INC., AND COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND
SUBDIVIDER: TALON APARTMENT INC., AND COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 13
NUMBER OF OUTLOTS: 1

SHEET 2 OF 2



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

PROJECT NO. 2019-0094
TALON APARTMENTS SURVEY
FB GI 2016-1

RESOLUTION 2019-101

WHEREAS Talon Apartments, INC, being the said owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “TALON APARTMENTS SECOND SUBDIVISION”, a replat of part of lot 1, Dessert Rose Subdivision, and all of Talon Apartments First Subdivision, 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 TALON APARTMENTS 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, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 25, 2019	☐ City Attorney



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item I-1

#2019-134 - Consideration of Amendment to the Redevelopment Plan for CRA No. 1 located at 304 West Third Street (Amur Real Estate 1)

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

Staff Contact: Chad Nabity

RESOLUTION 2019-134

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to acquire, rehabilitate and reconstruct the center portion of the Wells Fargo Building 304-306 W 3rd Street in Grand Island for commercial uses. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	▣ _____
April 5, 2019	▣ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file or cause to be filed with the Treasurer and Assessor of Hall County, Nebraska, an

Allocation Agreement and Notice of Pledge of Taxes with respect to each
Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 9, 2019

Council Session

Item I-2

#2019-135 - Consideration of Referring Un-annexed Area of the Central Nebraska Veterans Home Property to the City Council for Consideration of Annexation

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: April 9, 2019

Subject: Consideration of Annexation of Portions of the Central Nebraska Veterans Home Property in Section 5, Township 11 North Range 9 West of the 6th P.M. and adjacent Right-of-Way not already in the City Limits

Presenter(s): Chad Nabity, Regional Planning Director

Background

In March of 2016 the Grand Island City Council approved a Memorandum of Agreement with the State of Nebraska to accept the Central Nebraska Veteran's Home property in two phases. The Phase 1 property was received by the City of Grand Island on April 20, 2016 and the deed to the property was recorded.

Any owner of property located adjacent to or contiguous with the municipal limits of the City of First Class may request that such property be annexed into the City. The City of Grand Island as the owner of the property in question may petition the City Council to consider annexation. Portions of this property have been previously annexed but one portion in north of the rail road tracks and west of Eagle Scout Park and the Veteran's Ball Fields remains outside the city limits.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation. Since the City is the owner of this property and as the owner is requesting this annexation, the City can consider an ordinance to annex this property at a future meeting. Based on the requirements outlined in §16-117 (7) the City can consider an ordinance for annexation and pass that ordinance after three reading by Council. City staff will prepare an annexation ordinance for consideration at the meetings schedule for April 23, 2019, May 14, 2019 and May 28, 2019.

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

Administration recommends that the City, as owner of the property, petition for annexation of the property owned by the City and that the Council direct staff to bring forward an annexation ordinance for this property following the procedures outlined in Nebraska Revised Statute §16-117.

Sample Motion

Move to petition for annexation and direct Staff to prepare an ordinance to that effect.

RESOLUTION 2019-135

WHEREAS, in March of 2016 the Grand Island City Council approved a memorandum of agreement with the State of Nebraska providing for conveyance of the Phase 1 property of the Central Nebraska Veterans Home; and

WHEREAS, the City is the current owner of the Phase I Property, including the property identified and described in Exhibit A; and

WHEREAS, the property described in Exhibit A is adjacent to and contiguous with the Municipal Limits of the City of Grand Island; and

WHEREAS, pursuant to Nebraska State Statute §16-117 (7), the owner of property that is adjacent to and contiguous with the Municipal Limits of a City of the First Class may petition for annexation of said property; and

WHEREAS, the City of Grand Island, as owner of record, hereby petitions for annexation of the property identified as described in Exhibit A and as shown on the map Exhibit B including all property owned by the City of Grand Island along with any adjacent road right-of-way as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the annexation petition is hereby approved, with an annexation ordinance to be brought forward at a future council meeting.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2019.

Roger G. Steele, Mayor

Attest:

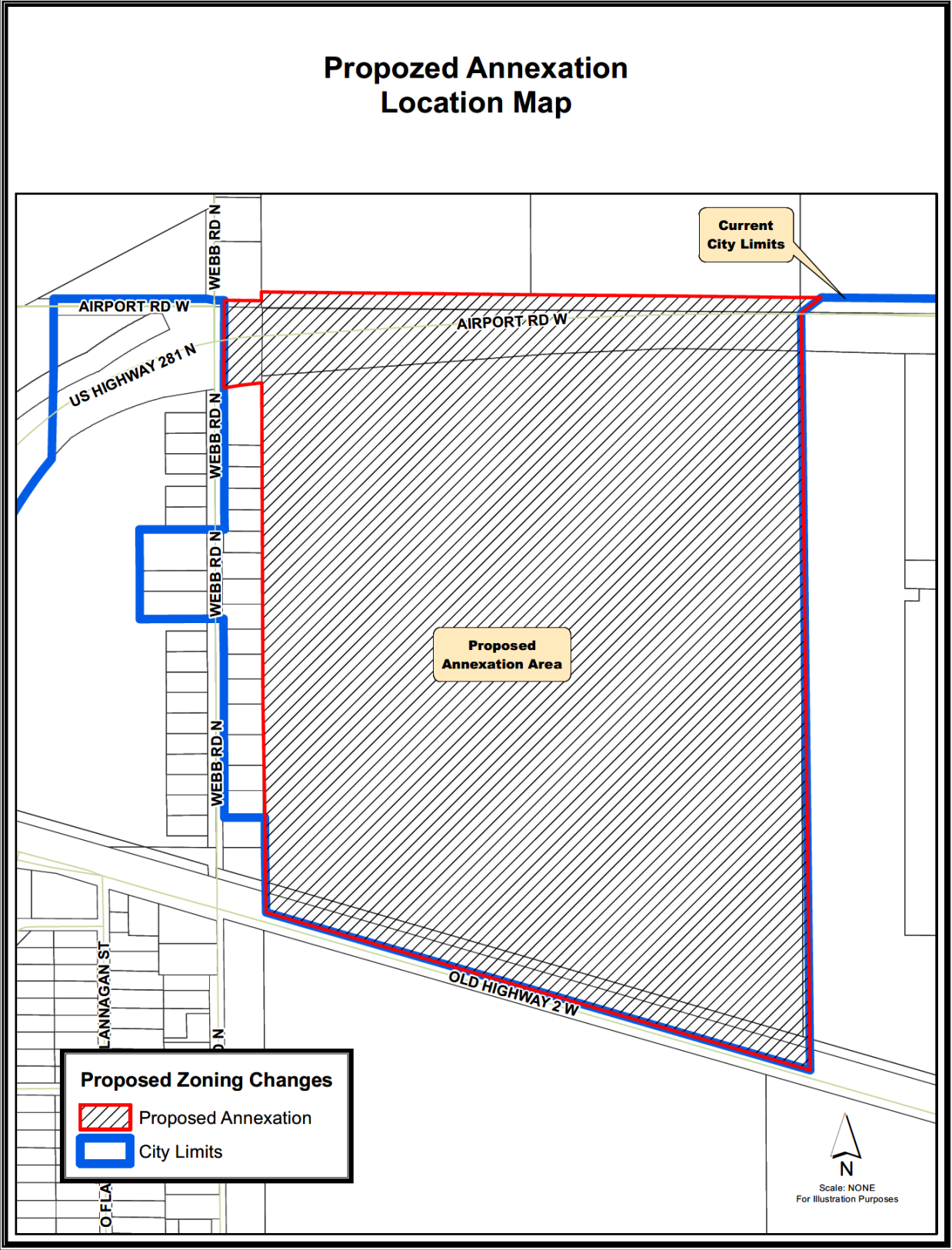
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 4, 2019	☐ City Attorney

Exhibit A

A description of the property owned by the City of Grand Island located in Section 5, Township 11 north Range 9 west of the 6th P.M. in Hall County Nebraska along with all adjacent road rights-of-way more particularly described as:

Beginning at the northeast property corner of Lot 2 Schumman Subdivision and proceeding in a northerly direction along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the northeast corner of Lot 1 Lawton Subdivision, thence in a westerly direction to the northwest corner of Lot 1 Lawton Subdivision the edge of the Webb Road right of way, thence northerly along the Webb Road right of way to the Intersection of the Webb Road and Airport Road right of way, thence easterly to the west line of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence north to the northwest corner of the Nebraska Department of Transportation right of way, thence easterly along the north right of way line to the current municipal limits of the City of Grand Island, thence in a southwesterly direction to a point at the southeast corner of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence in a southerly direction along the municipal limits line of the City of Grand Island to the northerly right of way line of Old Nebraska Highway 2, thence in a northwesterly direction along the north right of way line of Old Nebraska Highway 2 to the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M., thence north along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the point of beginning.





City of Grand Island

Tuesday, April 9, 2019
Council Session

Item J-1

Approving Payment of Claims for the Period of March 27, 2019 through April 9, 2019

*The Claims for the period of March 27, 2019 through April 9, 2019 for a total amount of \$3,856,406.90.
A MOTION is in order.*

Staff Contact: Patrick Brown