
City of Grand Island



Tuesday, October 8, 2019 Council Session Agenda

City Council:

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

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

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 - Pastor Todd Bowen, Grace Covenant Church, 418 West 12th 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, October 8, 2019

Council Session

Item C-1

Presentation Regarding Commercial - Property Assessed Clean Energy (C-PACE)

Consultant Keirstin Beck with Integro and Plant Manager Zachary Ireland with JBS will explain the Commercial - Property Assessed Clean Energy (C-PACE) program and how JBS would use it for their plant expansion.

Staff Contact: Jerry Janulewicz

Commercial Property Assessed Clean Energy

Presentation to

City of Grand Island Nebraska Plant Expansion

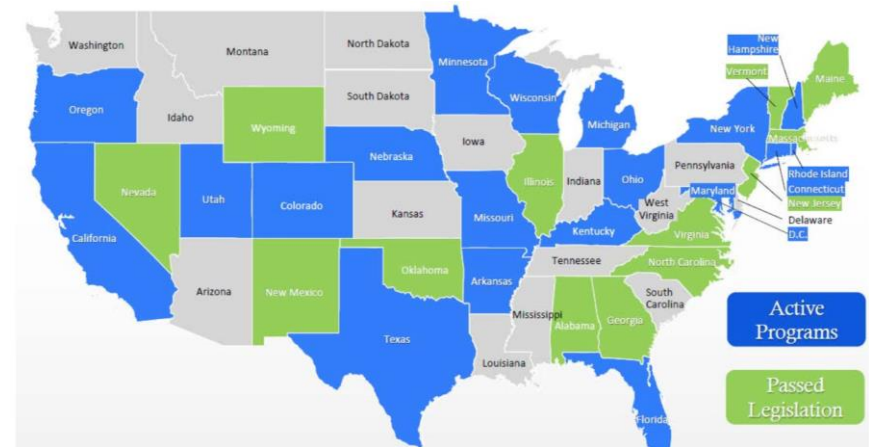


Keirstin Beck – Integro consultant to JBS & Zachary Ireland JBS Plant Manager



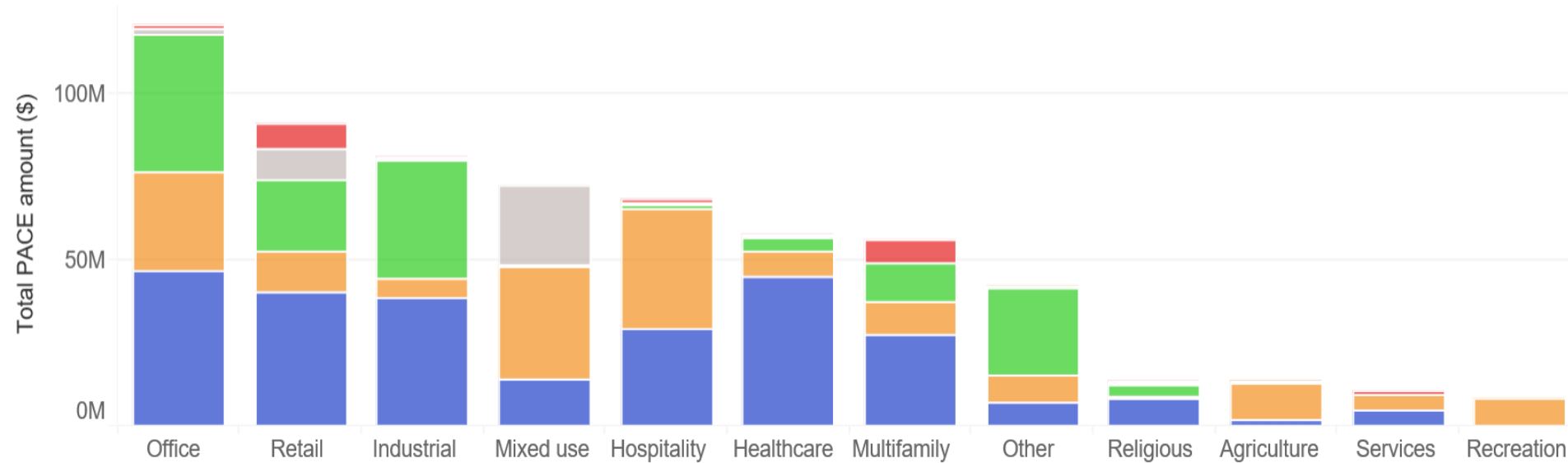
Commercial - Property Assessed Clean Energy (C-PACE)

- C-PACE was established to provide, industrial and agricultural property owners to utilize a financial incentive to install energy efficient, renewable and conservation measures.
- Similar to utilization of special assessments from a business improvement district or a sewer project, PACE special assessments are repaid as part of property taxes.
- First PACE program established in 2008 (CA)
 - **Now 36 states (+DC)** have PACE enabling legislation 20 have active programs.
 - Over \$1.1B in C-PACE projects funded to date across the country
 - 2,020 commercial projects
 - 16,600 jobs created



C-PACE Product Types

Twelve different real estate product types have utilized C-PACE Funds. Office and Retail have deployed the most C-PACE, but over the coming years Industrial and Hospitality will also use a considerable amount of C-PACE funding.



C-PACE Information

- **Nebraska Legislation** passed C-PACE in 2016, with amendments in 2017 and 2018.
- **Municipalities** are authorized to create a C-PACE under the statute
- **Similar to JBS**, property owners are often requesting a program is created where their properties are located due to the economic benefits of using C-PACE
- **Educated Lenders** are comfortable with C-PACE for two main reasons.
 - No acceleration: C-PACE does not itself accelerate in a default nor does it accelerate the Senior lender in a default situation. Acts as a “quiet” senior.
 - Limited risk: Only annually levied property tax payments, if unpaid, would be considered “senior” to a mortgage in a foreclosure situation.
- **Lender Consent**, as required by the Nebraska PACE Statute, obtained through a simple “lender consent” form. No inter-creditor required.
- **Already working with JBS** on similar projects in Illinois and Pennsylvania

Implementing the Nebraska PACE statute in Grand Island

City must adopt PACE ordinance

In compliance with Nebraska PACE Act, city must enact ordinance, adopt Program Report and required documents.

Designate property owner and capital provider to complete application that will meet requirements of program and statute

City can designate itself, like Lincoln and Omaha, as program administrator

Form documents adapted for Grand Island, including ordinance, program guide, and application, have been provided and are based on Lincoln, Omaha and LaVista programs. City will recoup costs of program administration by charging program fee to the property owner/applicant

Fee to City of Grand Island 1% capped at \$25,000

Grand Island Project for JBS

- **107,000 square feet facility; \$95M expansion project**
- **\$40M in Eligible PACE measures**
- **Overall Scope**
 - improved animal handling facilities, temperature-controlled harvest floor, reconfigured facility designed to improve employee experience/safety, food safety and product quality will result in energy savings (electricity and gas) and improved water treatment processes
- **Construction Completion – March 2021**
- **Operations continue through construction**
- **Continued Partnerships with 670 local producers ongoing**

Efficiency Measures for Grand Island

Motors – from constant speed to variable speed

Process flow – shorter motor loaded duration times

Hydraulics – installing PLC controls on hydraulic driven motors to eliminate energy waste and heat gain

Pumping – installation of controls enables pumps to be in standby mode saving energy

Piping – adequate sized piping and minimized pressure drops

Lighting – installation of efficient LED lighting throughout

Water reclamation – reclaiming water from harvest floor processes

Refrigeration – installation of make-up air units and better exhaust controls

Boiler/Steam – steam piping sizing and insulation and reduced natural gas utilization

Compressed Air – pipe sizing and filter/regulator/lubricant location optimization

Doors/Windows/Roofing – double-paned windows, and insulated doors/roof

Soft Costs – General Contractor general conditions and engineering fees

Community Benefits of C-PACE to Grand Island

Plant upgrade critical to keeping the plant competitive and operational enabling JBS Grand Island to continue sourcing beef within 150 miles of the plant

- Transportation Improvements
 - Less staging on streets, more efficient flow of trucks
- Employee Safety
 - Design of the kill floor has been done with updated employee ergonomics with improved washes and air flow resulting in a safer work environment and food safety
- Temperature controlled kill floor
 - Centrally controlled heating and air conditioning (vs. point control and lack of conditioned air)
- Higher Product Output
 - Expanded output to ensure Grand Island remains the top export plant in the US (over 30 countries)
- Construction Employment
 - General Contractor estimates that there will be 150 workers on site for 18 month construction schedule / directing as much work locally as possible
- Animal Welfare
 - World renowned animal preservation consultant engaged for the re-design
 - Various improvements to the holding pen with focus on animal comfort

Why the City Should Approve C-PACE

➤ **Economic Development Tool**

- **Unique nature** of C-PACE allows property owners to make larger, more effective investments for the long-term operations and value of the property
- **Ample** supply of potential properties that could benefit economically from using C-PACE to improve commercial property values
- **Potential to Increase** construction activities and scope of construction projects

Any questions contact kbock@integralls.com, Zachary.Insland@ibac.com or Michael.Yuki@cleefund.com

GRAND ISLAND PACE DISTRICT

Program Manual

SUMMARY

Property Assessed Clean Energy, or PACE is a financing tool enabling development of clean energy projects and energy efficient buildings and operations. Nebraska State Law {Nebraska Revised Statute Sections 13-3203 and 13-3204(3)} allows for the creation of Clean Energy Districts and defines PACE-eligible projects. City of Grand Island Ordinance no. [] passed by the Grand Island City Council on [] created the Grand Island PACE District (GIPD) and provides further requirements for implementation of a PACE program in Grand Island. The City Ordinance also directs the Mayor as the District Administrator (or his/her designee) to create a program manual that describes the application process, eligibility and other relevant program guidance. This GIPD Program Manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This program manual provides guidance for the program and clarification on topics not specifically addressed by either the State Law or City ordinance.

The intent of this program is to incentivize the reduction of energy, water, wastewater and solid waste usage/generation in our community. The City of Grand Island views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful reductions in energy and water use and waste generation.

Attachment 1 provides a diagram of the relationship of all parties in the GIPD transaction process.

Terminology

It should be noted that references to “energy project”, “energy efficiency” or “energy savings” throughout this document are intended to include projects, efficiencies and savings associated with energy, water, wastewater, solid waste, storm water or other eligible utility projects or equipment under the GIPD program consistent with this section.

Boundaries of the GIPD

Currently, only qualifying projects located within the Grand Island city limits or its extraterritorial jurisdiction (“ETJ”) are eligible for PACE financing. Other local government jurisdictions within the State of Nebraska may join the GIPD upon establishment of an inter-local agreement.

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Eligible Property Types

Although State Law allows for commercial, industrial, residential, and agricultural projects to be eligible for PACE; at this time, the City ordinance and the GIPD program only allows for commercial (including multifamily residential property comprised of more than four dwelling units) and industrial PACE projects.

Eligible Project Types

Projects including new construction and the rehabilitation of existing buildings and operations are eligible for PACE financing in the GIPD. The statute (NEB. REV. STAT. § 13-3203(3) defines energy efficient improvements to mean:

[A]ny acquisition, installation, or modification benefiting publicly or privately owned property that is designed to reduce the electric, gas, water, or other utility demand or consumption of the buildings on or to be constructed on such property or to promote the efficient and effective management of natural resources or storm water

The types of project improvements eligible for PACE financing within the GIPD include, but are not limited to the following:

- (a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
- (b) Storm windows and doors; multi-glazed windows and doors; heat absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (c) Automated energy control systems;
- (d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;
- (e) Caulking, weather-stripping, and air sealing;
- (f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;
- (g) Energy recovery systems;
- (h) Daylighting systems;
- (i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;
- (j) Facilities providing for water conservation or pollutant control;
- (k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;
- (l) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;

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(m) Energy efficiency related items (i.e. demolition/drywall replacement, etc. incident to efficiency equipment or material installation) so long as the cost of the energy efficiency related items financed does not exceed twenty-five percent of the total cost of the energy;

(n) Waste recycling systems and support equipment;

(o) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality;

(p) Renewable energy systems including but not limited to the following:

(i) Nonhazardous biomass;

(ii) Solar and solar thermal energy;

(iii) Wind energy;

(iv) Geothermal energy;

(v) Methane gas captured from a landfill or elsewhere;

(vi) Photovoltaic systems;

(vii) Cogeneration and tri-generation systems;

(viii) Renewable energy system does not include an incinerator;

(ix) Renewable energy resource does not include petroleum, nuclear power, natural gas, coal, or hazardous biomass.

(q) Storm water or other “natural resource” management shall include improvements to buildings or property designed to protect against damage from storm water, and other natural resource management shall include improvements to protect against wind or storm damage.

Timing and Eligibility

While applicants are encouraged to submit an application to the GIPD PACE program prior to or concurrently with the application for a building permit, the GIPD will accept PACE applications for projects with an open building permit and/or not having received a final certificate of occupancy. PACE applications and instructions are available at _____ and is included as Attachment 2. Building permit applications and instructions are available at: <https://GrandIsland.ne.gov/city/build/permits.htm>.

In addition, the GIPD PACE program will accept PACE applications for completed projects – so long as they fulfill all applicable eligibility requirements – that have been completed since the passage and signing into law of the Nebraska Property Assessed Clean Energy Act in 2016, and which are accompanied by a statement that the property owner intended to use PACE but for the availability of PACE within the GIPD.

Annual Assessment and Average Weighted Useful Life

Section 3 (1) of the State law requires an “agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project.” The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 3(3) of the Nebraska State law or other eligible improvement listed under “Eligible Project Types” (above).

Eligible Costs

Section 5(1) of the State law states "the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees that may be incurred by the owner pursuant to the installation."

Savings to Investment Ratio (“SIR”)

Nebraska State Law requires the savings realized by an energy project to equal or exceed the principal cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects. The SIR is generally calculated by dividing the projected energy savings for the life of the improvements, as well as maintenance cost and other property operating savings expected during the financing period, by the cost of the eligible energy efficiency improvements. When calculating the SIR, the SIR for individual discrete components of the project for which PACE funding is being requested must be provided. The GIPD’s approval will be based on the total SIR for the entire project meeting an SIR of 1.0 or greater.

Applicants should include estimated operations and maintenance costs, and projected increases (escalations) in the cost of energy use, in the calculations. In addition, demonstrable savings from MACRS depreciation may be included in the cost savings calculation.

The GIPD will evaluate the methodology used to determine the energy savings calculations. At this time, the GIPD does not favor one methodology over another. However, please include in the application an explanation of the methodology used to determine the SIR. The GIPD may prescribe a methodology at a future date.

Energy Projects and Building Codes

The GIPD requires an energy project to meet all relevant energy and building codes. However, for new construction, only aspects of the energy project that exceed energy and building codes are eligible for PACE financing in the GIPD. Nebraska energy codes are presented at http://www.neo.ne.gov/home_const/iecc/iecc_codes.htm.

Costs associated with building to these requirements are eligible under the GIPD with the exception of new construction which is required to exceed such requirements as referenced above. In both new construction and rehabilitation projects, an engineer must demonstrate that the savings generated by the energy project will exceed the cost of the energy project through the life of the PACE loan, as required by State law for loans of \$250,000 or greater.

Verification of Completed Energy Project

Section 4(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable
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energy system or energy efficiency improvement was properly installed and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the GIPD stating the systems or improvements were properly installed and are operating as intended.

Funding Level and Fees

The GIPD will accept applications for two general types of projects: Large (Class I) and Small (Class II). The criteria and fee structure for each is summarized in the following table:

Loan Type	Minimum Amount	Maximum Amount	Application Fee	Administrative Fee	Annual Fee
Class I	\$250,000.00	N/A	\$1,000.00	1% of loan not to exceed \$25,000.00	\$500.00
Class II	\$50,000.00	<\$250,000.00	\$500.00	1% of loan not to exceed \$2500.00	\$250.00

The application fee is collected at the time of application. This fee is not refundable.

An administrative fee is due upon approval of the PACE project. The administrative fee shall be subject to a 50% reduction for a project requiring submission of Tax Increment Financing (TIF) fees.

The annual administrative fee will be collected throughout the life of the loan.

Class II projects do not require independent engineering review and certification of energy/utility savings. However, the applicant may still require technical assistance in developing the savings information required in the application.

GIPD Application Instructions

The GIPD PACE application is included as Attachment 2 and is also located at the following web address:

[\[REDACTED\]](#), along with other PACE-related resources. A link to the State law and City ordinance appear on this webpage, as well.

Your completed applications should be submitted via email to: [REDACTED]

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments. Attachments providing supporting data, drawings, and calculations are acceptable.

Provided below is clarification for specific sections of the application.

Project Details

Please describe the entire project, not just PACE component of the project. Please include drawings, maps, GIPD Program Manual
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and photographs, when appropriate.

Financing Details

Applicants may add rows to the tables provided in this section.

A Professional Engineer is required to determine/approve the energy savings calculations for Class I applications.

Other Topics

Applying for both PACE and TIF

If the project requires both PACE and TIF funding, applicants should indicate as such on the application.

Who reviews the applications?

City of Grand Island staff will review the applications. Please direct inquiries and submit your application to: fuhlarik@GrandIsland.ne.gov.

Who approves the applications?

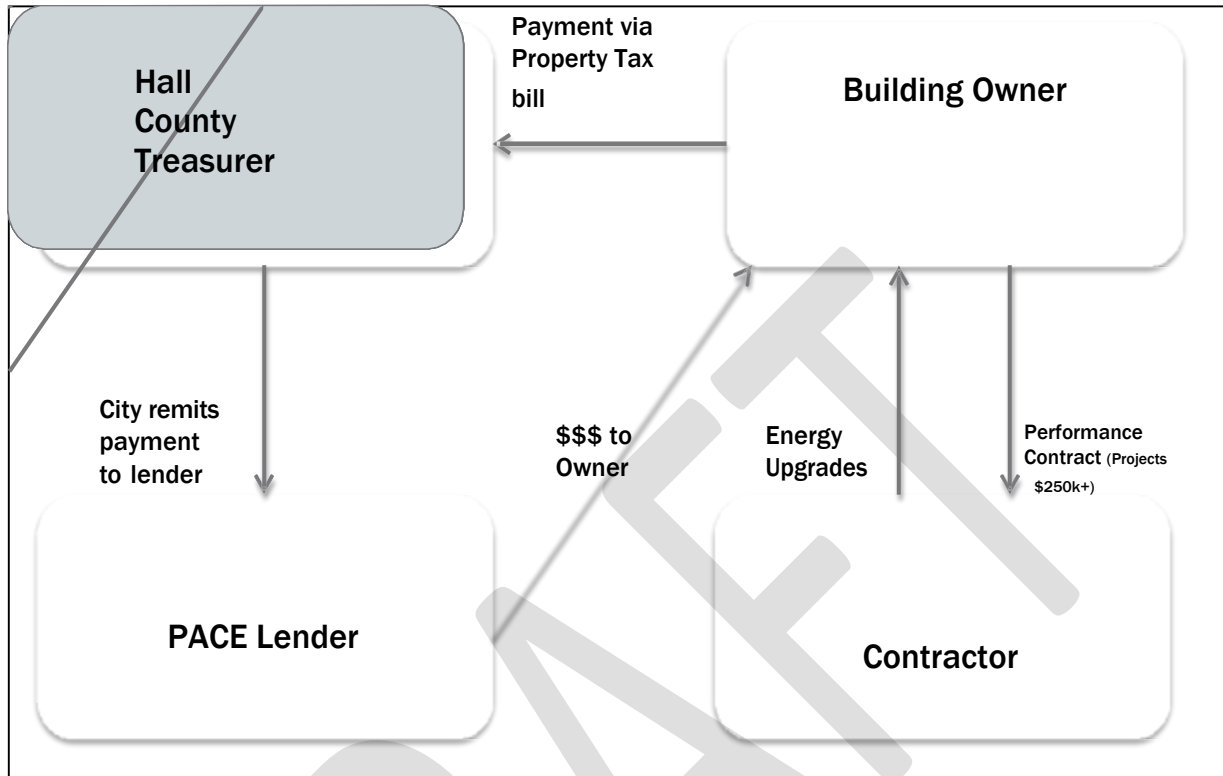
The City/GIPD has designated [] as the designated District Administrator to review and approve applications. The District Administrator may approve or disapprove the applications, or may request additional information from the applicant. When District Administrator approving or disapproving the application, the District Administrator will provide a letter to the applicant with the decision.

3 Attachments

- 1) Transaction Process Diagram
- 2) GIPD Application
- 3) Sample Assessment Contract

ATTACHMENT 1
PACE TRANSACTION DIAGRAM

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ATTACHMENT 2
GIPD APPLICATION

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GRAND ISLAND PACE DISTRICT (GIPD) PROJECT APPLICATION

100 East First Street,

Grand Island, NE

ATTN: []

EMAIL: []

Name of Project:

City where project is located:

County where project is located:

Date final application submitted:

Property Owner Information

Legal name of property owner (Applicant)	
Tax ID number: FEIN or SSN	
Property owner contact person	
Telephone/email of contact person	

Property Information

Address of property	
Property type	
Tax key number (APN#)	
Assessed property value	
Appraised property value	
Building size (sq. feet)	
Year building built	
Legal Description of Property	

Other PACE Projects

Does the property owner hold any other PACE loans and has the property owner previously applied for PACE? ____Yes ____No

If yes, please provide details:

Project Narrative Briefly describe the overall project. *Submit separate sheets if necessary.*

Project Details *Submit separate sheets if necessary*

Measure #	Description /Specification of Energy/Water/Waste Measure
#1	
#2	
#3	
#4	
#5	
#6	

Note: Energy, water and waste savings should be over term of financing period rather than useful life, unless useful life is less than the term.

Measure #	Construction Costs/Bids	Estimated Useful Life (yrs.)	Year #1 Energy, Water & Waste Savings	Year #1 Maintenance & Operational Savings	Over Term Energy, Water & Waste Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + Water + Waste +O&M)
#1							
#2							
#3							
#4							
#5							
#6							
Estimated total energy savings (in kBtu, kwh or therms)							
Estimated total water savings (gal.), and/or waste reduced/recycled (tons)							
On-site renewable capacity (In kW)							
Expected \$ amount of utility incentives, rebates, solar tax credits, other benefits <i>Please specify which</i>							
Name, credentials, contact info of agent determining energy & water savings data							
Total costs of improvements/measures							
Name of General Contractor firm Licensed in NE & bonded? Yes/No							
General contractor contact person Contact person phone Contact person email							
Optional: Energy Subcontractors (if any) <i>(after name, indicate if licensed and bonded)</i>							
Projected Jobs created by PACE Project and Project Environmental Benefits							

Financing Details

PACE capital provider	
PACE consultant (if any)	
Proposed PACE term <i>(in years)</i>	
Proposed interest rate and any Fees	
Annual assessment amount	
GIPD administrative fee	
Financing closing date (est.)	

Mortgage & lien holder information

Signed mortgage or lien holder consent required. (Attach additional pages if more than 1 mortgage or lien holder)

Financial institution name	
Financial institution contact person	
Contact person phone & email	

Approval Criteria

Please mark all that apply. *Note: property owner refers to the legal entity which owns the property.*

- ☐ Applicant owns the property where the project will be located.
- ☐ Proposed improvements will be affixed to the property.
- ☐ The property owner has sufficient resources to complete the project.
- ☐ There are no delinquent ad valorem taxes for this property.
- ☐ There are no delinquent personal property taxes for this property.
- ☐ There are no delinquent special assessments for this property.
- ☐ There are no overdue or delinquent water or sewer charges for this property.
- ☐ There are no involuntary liens, including but not limited to construction liens for this property.
- ☐ There are no notices of default pursuant to any mortgage or deed of trust related to this property.
- ☐ The property owner has not declared bankruptcy in the last 5 years.
- ☐ The property owner is solvent and has no significant pending legal action.
- ☐ There are no unresolved or pending violations or complaints of violations of the Grand Island Municipal Code for this property.
- ☐ The property owner understands that the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal cost of the energy project.
- ☐ The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.
- ☐ All owners of the property are aware of and approve the project.
- ☐ The property owner has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the

imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.

☐ The property owner possesses all legal authority necessary to execute all project documents.

☐ All required permits, consents, approvals and authorizations in connection with the project have been obtained or will be obtained.

If any of these criteria are not met, please attach an explanation.

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Required Application Documents and Information

The following documents and information are needed at time of application submission to obtain approval for funding through GREEN PACE.

- Applicant name and contact information, including property owner and developer.*
- Project location and legal description.*
- Identification of contractor or supplier, including anticipated PACE contractor.*
- Submit a copy of the approved bid for the energy efficiency project (attach signed bid/estimate).
- Project description.*
- Total project cost.*
- Description of proposed improvements.*
- Description of energy efficiency project to be financed.*
- Amount of requested assessment.*
- Interest rate on the PACE assessment and any required fees.*
- Term of assessment.*
- Estimated savings.*
- Title report showing any mortgage or lien holders. (attach title report)
- Lender consent (*attach consent document*)
- Projected jobs created by PACE project.*
- Projected environmental benefits.*
- Energy analysis report (attach engineer's report identifying qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project).
- Funding source.*
- Assessment contract
- Completed application or attachments with required information.

*** included on application form or as attachment.**

Submission Instructions

Submit this application and necessary documents to fuhlarik@GrandIsland.ne.gov

Approval Process

The GIPD will issue a decision (or request additional information) for all projects within 30 calendar days for non - time critical applications. Approval timeline does not begin until a full application is received by GIPD. Review times can be accelerated for time critical applications.

Property Owner Signature

To the best of my knowledge, the statements made above are complete, true and accurate. I hereby certify that I am authorized to submit this application and affix my signature below. I recognize that submission of this application does not guarantee approval for funding.

Signature

Title

Printed name

Date

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ATTACHMENT 3
SAMPLE ASSESSMENT CONTRACT

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ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this “Contract”), is made and entered into this ____ day of _____, 20__ (the “Effective Date”) by and among **THE CITY COUNCIL OF THE CITY OF GRAND ISLAND, AS GOVERNING BODY FOR THE GRAND ISLAND PACE DISTRICT**, a clean energy district and political subdivision of the State of Nebraska (“GIPD”),____, a ____ (“Lender”), and____, a _____ (“Property Owner”), and is made a part of that certain Construction Loan Agreement dated as of the same date made by and between Lender and Property Owner, such Construction Loan Agreement hereafter referred to as the “Loan Agreement.”

W I T N E S S E T H:

WHEREAS, Property Owner is the owner of certain real property located at _____ in the City of _____, Nebraska (the “City”) (as further described on **Exhibit A** attached hereto, the “Property”);

WHEREAS, the City has adopted Ordinance No.____ (the “Ordinance”), an ordinance to enable the Municipality to create a clean energy assessment district pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, inclusive, and known as the “Property Assessment Clean Energy Act,” (the “Act”);

WHEREAS, Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined and this Contract;

WHEREAS, Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. §13-3203(3) of the Act) at the Property, as described on **Exhibit B** attached hereto (the “Project”);

WHEREAS, Lender has agreed to make a loan to Property Owner in the amount of \$_____ (the “Loan”), the proceeds of which will be used to fund the implementation of the Project;

WHEREAS, City has agreed to direct the Lancaster County Treasurer to levy special assessments, collect or cause the collection of the special assessments, record such special assessments as a lien on the Property, as allowed by the Act, and remit payments on such special assessments to Lender to be applied to pay down the Loan, all as more particularly set forth herein;

WHEREAS, City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between Lender, Property Owner and City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lender, Property Owner and City agree as follows:

1. Defined Terms. The words and phrases as specifically defined in NEB. REV. STAT. § 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

“Bi-Annual Installment” means the portion of the Loan Amount that is due in a particular year as more fully described in Sections 2 and 5 hereof and shown on **Exhibit C**, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

“County Treasurer” means the office of the Lancaster County Treasurer.

“Register of Deeds” means the office of the Register of Deeds for Lancaster County.

“Lender Parties” shall have the meaning set forth in Section 13(a) hereof.

“Liabilities” shall have the meaning set forth in Section 12(a) hereof.

“Loan” shall have the meaning set forth in the Recitals above.

“Loan Amount” means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 14 hereof and any and all other administrative fees to be paid to County Treasurer or Lender by Property Owner in connection with the Loan.

“Loan Agreement” shall have the meaning set forth in the Preamble above.

“Note” shall have the meaning given such term in the Loan Agreement.

“PACE Special Assessments” means the aggregate amount of all Bi-Annual Installments of the Loan Amount, which Bi-Annual Installments shall be levied as special assessments pursuant to Section 13-3205(7) of the Act.

“City Parties” shall have the meaning set forth in Section 12(a) hereof.

“Tax Year” means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in Bi-Annual Installments. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Bi-Annual Installments are based on a Loan Amount as of the date of this Contract of \$_____. The Loan shall be fully amortized over the term of the Loan,

and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. Each year during the term of this Contract, Lender shall supply GIPD with the amount of the Bi-Annual Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as **Exhibit D** on or before December 31 of such year. Should Lender fail to deliver a Lender Installment Certificate on or before December 31 of any year, with a copy to the Property Owner, the Bi-Annual Installment shall be presumed to be the same as the Bi-Annual Installment for the applicable year as shown on **Exhibit C**, with any surplus or shortfall to be addressed by adjusting the amount of the subsequent year's Bi-Annual Installment.

3. Consent to PACE Special Assessments.

(a) By entering into the Contract, GIPD hereby agrees to enforce the PACE Special Assessments and impose the Bi-Annual Installments as special assessments pursuant to the Act. Upon execution of this Contract, GIPD will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) Property Owner hereby agrees and acknowledges: (i) that Property Owner has received or will receive a special benefit by financing the Project through GIPD that equals or exceeds the total amount of the PACE Special Assessments (ii) that the Property is subject to the PACE Special Assessments and consents to the levy of the Bi-Annual Installments; (iii) that Property Owner shall pay the Bi-Annual Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; (iv) that Bi-Annual Installments of the PACE Special Assessments are a lien on the Property as provided in the Act and the Ordinance.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Bi-Annual Installments.

(a) During the term of this Contract, GIPD expects to collect the Bi-Annual Installments with the assistance of the County Treasurer. The County Treasurer shall collect the Bi-Annual Installments and GIPD, the Property Owner and the Lender agree that the County Treasurer may deduct from such Bi-Annual Installments a collection fee in such amount as allowed by law (the "County Treasurer Fee").

(b) The aggregate amount of all PACE Special Assessments shall equal the Loan Amount and any such amount as needed to pay the County Treasurer Fee, as shown on **Exhibit C** attached and incorporated by this reference.

(c) Property Owner hereby agrees to pay the property tax bills and Bi-Annual Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default or delinquency in such payment.

(d) If Property Owner fails to pay all or part of any Bi-Annual Installment when due, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Bi-Annual Installments shall accrue in favor of Lender as set forth in the

Note, (ii) such default interest shall be added to the PACE Special Assessments and shall be included as part of the Bi-Annual Installments due thereafter unless and until all such accrued and unpaid default interest is paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of GIPD as a result of Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Bi-Annual Installments shall continue to be levied as special assessments notwithstanding Property Owner's failure to pay all or part of any past Bi-Annual Installment, such that the County Treasurer shall continue to levy Bi-Annual Installments, including default interest to be paid to Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(e) Property Owner hereby acknowledges and agrees that failure to pay any Bi-Annual Installment of the PACE Special Assessments, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of Lender on the amounts due, in addition to penalties and interest that may accrue in favor of GIPD. In addition, GIPD shall record a PACE lien on the Property as a result of any delinquent Bi-Annual Installments of the PACE Special Assessments. Furthermore, Property Owner agrees not to seek a compromise of any delinquent Bi-Annual Installment.

6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Agreement, Lender agrees to disburse to Property Owner the Loan Amount.

(b) Property Owner may only prepay the Loan as set forth in the Construction Loan Agreement. In the event of any permitted prepayment, Lender shall certify to Property Owner and GIPD the aggregate amount due on the Loan, including principal, interest, and fees and any prepayment premium, within thirty (30) days of receipt of a written request for prepayment from Property Owner. GIPD shall certify to Property Owner and Lender any and all amounts collected by GIPD and not yet remitted to Lender within fifteen (15) days of receipt of a written request for prepayment by Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that GIPD has received any funds from Property Owner prior to Property Owner's requested date of prepayment, but has not yet remitted the same to Lender, GIPD shall remit the same to Lender on or before the date of Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by Property Owner or GIPD will be applied to the Loan Amount, unless and until Lender receives the full Loan Amount from GIPD and Property Owner. Property Owner acknowledges that failure of GIPD to remit any funds held by GIPD on or prior to Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of Lender, which consent may be given or withheld in Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may

include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by Lender. Notwithstanding the foregoing, Property Owner shall not be deemed to have made a prepayment if Property Owner decides to pay any Bi-Annual Installment in full, as opposed to payment on an installment basis, for any given year, as applicable.

7. Collection of Bi-Annual Installments; Payments to Lender.

(a) The County Treasurer shall follow reasonable and customary practices to collect the Bi-Annual Installments once levied, including assessing penalties and charging interest.

(b) GIPD agrees to separately account for any Bi-Annual Installment payments collected or otherwise received for the Property. GIPD shall remit the collected Bi-Annual Installment payments to Lender in accordance with the payment schedule set forth in this Contract.

8. Other Obligations Payable from Special Charges. GIPD will not issue or incur any obligations payable from the proceeds of the PACE Special Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Special Assessments or the Bi-Annual Installments, except for administrative fees as provided in this Contract or as allowed by the Act.

9. GIPD Representations regarding Loan and Loan Documents. GIPD hereby represents to Lender and to Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of GIPD, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, and (iii) this Contract and the dollar amount and all other terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance. GIPD shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Special Assessments created by this Contract and all the rights of Lender hereunder against all claims and demands of all other persons whomsoever.

10. Re-L Levy of Special Charge. If GIPD shall have omitted to cause the assessment or collection of any PACE Special Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then GIPD shall either: (i) take all necessary steps to cause new PACE Special Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Special Assessments otherwise to be levied or assessed against the Property.

11. Waiver of Claims Against GIPD.

(a) For and in consideration of GIPD's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from GIPD and any and all officials, agents, employees, attorneys and representatives of GIPD (collectively, the "GIPD Parties"), and fully and irrevocably

releases the GIPD Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the GIPD Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the Bi-Annual Installments, (iv) the imposition of the lien of the PACE Special Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Program (collectively, the "Liabilities"). This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the GIPD Parties. Notwithstanding the foregoing, Property Owner's release under this section shall not extend to Liabilities arising from GIPD's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

12. Waiver of Claims Against Lender.

(a) For and in consideration of Lender's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Lender Parties. Notwithstanding the foregoing, Property Owner's release under this Section shall not extend to Liabilities arising from Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

13. Administrative Fees.

(a) Property Owner agrees to pay a one-time administration processing fee to GIPD in the amount of _ % of the project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or _____ and _/100 Dollars (\$_____). Such payment shall be included in the initial Bi-Annual Installment.

(b) The Bi-Annual Installments shall include a Bi-Annual administrative fee to be collected by GIPD in the amount of \$_____per year as of January 1st of each year. This fee shall be included, on a Bi-Annual basis, in the Bi-Annual Installments to be set forth on Schedule of Bi-Annual Installments attached hereto as **Exhibit C**.

14. Project Completion. Upon completion of the Project, Property Owner will submit to GIPD and Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to GIPD the excess of the amount advanced over such actual cost of the Project and GIPD shall remit the full amount thereof to Lender.

15. Notices.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by registered or certified mail, return receipt requested, postage prepaid; or (c) sent to the parties at their respective addresses indicated herein by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Property Owner, to:

Attn: _____

or to such other person or address as Property Owner shall furnish to Lender and GIPD in writing.

(b) If to Lender, to:

Attn: _____

(with a copy to)

Attn: _____

or to such other person or address as Lender shall furnish to Property Owner and GIPD in writing.

(c) If to GIPD, to:

Attn: _____

(with a copy to)

Attn: _____

or to such other person or address as GIPD shall furnish to Property Owner and Lender in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

16. Assignment or Sale by Lender. Property Owner and GIPD agree that Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents). Property Owner, GIPD and Lender acknowledge and agree that there are no limitations on the right of Lender to assign its interests in the Loan.

17. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

18. Compliance with Laws. Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

19. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

20. Amendment. This Contract may be amended only by a writing signed by Property Owner, Lender and GIPD.

21. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

22. Transferability. Property Owner, Lender and GIPD agree that the obligations of this Contract are covenants that shall run with the land and be binding on all future owners of the Property.

23. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total Bi-Annual Assessment due between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

[Signature Page Follows]

Executed as of the date set forth above.

[_____]

By: _____

Name: _____

Title _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of the _____, a _____, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

My commission expires: _____.

Printed Name: _____

Notary Public in and for said State

Commissioned in _____

By: _____

Name:

Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ a _____ limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Printed Name: _____

Notary Public in and for said State

Commissioned in _____

My commission expires: _____.

GRAND ISLAND PACE DISTRICT

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, a clean energy development board and political subdivision of the State of Nebraska, and that said instrument was signed on behalf of said board by authority of its governing body, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

My commission expires: _____.

EXHIBIT A

Legal Description of Property

DRAFT

EXHIBIT B

Description of Project

DRAFT

EXHIBIT C

SCHEDULE OF BI-ANNUAL INSTALLMENTS

The above Bi-Annual Installments are based on the following assumptions:

1. Interest is calculated on an actual (365 day) year basis, compounded Bi-Annually.
2. There is no Bi-Annual Installment due December 31, 20_. The amount shown above for such date represents capitalized interest.
3. The Lender disburses all Loan proceeds to Property Owner (as defined in the Construction Loan Agreement) on _____, 20_. Interest accrues from the date of disbursement at the interest rate described above. Property Owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until the date of the anticipated receipt of the initial Bi-Annual Installment by Lender (December 31, 20_), shall be disbursed to Lender at Closing.
4. After the initial Bi-Annual Installment, GIPD will adjust the PACE Special Assessments and the subsequent Bi-Annual Installments, if necessary, to reflect the actual PACE Special Assessments due pursuant to the Assessment Contract, as certified to GIPD by Lender.
5. The above Bi-Annual Installments shown above shall include the County Treasurer Fee.

EXHIBIT D

Lender's Form of Installment Certification

Payment Date	Property Tax Key No.	Borrower	Date of PACE Loan	Bi-Annual Installment/Special Charge	Interest Rate for Next Year	Number of Installments Remaining	Outstanding Loan Amount as of date of Installment Certification
12/31/20							
12/31/21							
12/31/22							
12/31/23							
12/31/24							
12/31/25							
12/31/26							
12/31/27							
12/31/28							
12/31/29							
12/31/30							
12/31/31							
12/31/32							
12/31/33							
12/31/34							
12/31/35							
12/31/36							
12/31/37							
12/31/38							
12/31/39							

The undersigned, an authorized representative of the Lender hereby certifies that the information contained in this Installment Certification is true and accurate, and may be relied upon by GIPD in connection with those certain Construction Loan Agreements and those certain Assessment Contracts as detailed above.

LENDER:

By:	Date:
Printed Name:	Title:

DRAFT



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item E-1

Public Hearing on Acquisition of 3505 West Old Potash Highway (Reece Construction Co., Inc.)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 8, 2019

Subject: Public Hearing on Acquisition of 3505 West Old Potash Highway (Reece Construction Co., Inc.)

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

Background

Public Works Engineering staff have established a master plan for the Old Potash Highway corridor from approximately North Road to Webb Road, including intersections to the north and south of Old Potash Highway. The interaction between the various traffic features is complex, making a master plan necessary to ensure that the individual components will function together and address various safety issues. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

To accommodate the widening of Old Potash Highway property acquisition is necessary. The existing driveway that serves 3505 West Old Potash Highway is too close to the intersection of Old Potash Highway and US Highway 281, and the proposed improvements will not allow for this driveway to remain and still provide a safe roadway.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

Engineering staff of the Public Works Department and the Legal Department have worked with the property owner of 3505 West Old Potash Highway, Reece Construction Co., Inc., who has agreed to a purchase price of \$696,000.00 for the City's acquisition. This purchase will allow for the geometric improvements at the intersection of US Highway 281 and Old Potash Highway.

The current business located at 3505 West Old Potash Highway will remain in place until late 2020. The City plans to pay relocation expenses to the affected business upon them vacating the property, and will attempt to salvage the land at a later date.

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of 3505 West Old Potash Highway.

Sample Motion

Move to approve.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between the **CITY OF GRAND ISLAND, NEBRASKA, a body corporate and politic and a political subdivision of the State of Nebraska**, herein referred to as "Purchaser", and **REECE CONSTRUCTION CO., INC., a Kansas corporation**, herein referred to as "Seller" with reference to a certain parcel of land located in the City of Grand Island, County of Hall, and State of Nebraska, more fully described as:

See attached Exhibit "A".

In consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller covenants and agrees to sell, and Purchaser covenants and agrees to purchase the above described property, herein referred to as the "Property", together with all improvements situated thereon together with any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, oil, gas or mineral rights and interests appurtenant to and which benefit the Property and the improvements and the purchase and conveyance contemplated herein will be contingent on and subject to the terms, covenants, conditions and contingencies herein.

2. **PERMITTED ENCUMBRANCES:** The sale of the Property is subject to the following encumbrances (herein referred to as the "Permitted Encumbrances"): building and zoning laws, county and municipal ordinances, state and federal regulations, easements, covenants and restrictions of record accepted in writing by Purchaser.

3. **CONTINGENCIES OF PURCHASER:** Provisions to the contrary herein notwithstanding, performance by the Purchaser is contingent upon satisfaction of all of the following conditions:

- (A) Purchaser obtaining, in accordance with the provisions of Section 8 herein, at Purchaser's cost and expense, current boundary surveys of the Property, which disclose conditions satisfactory to Purchaser.

- (B) Purchaser inspecting the environmental condition of the Property prior to the Closing Date, including the right to conduct environmental, habitat, wetlands and archeological assessments and other studies on the Property, and finding the results of those studies acceptable. If Purchaser's inspection discloses conditions of Property, which, in Purchaser's sole discretion, are unacceptable to Purchaser, Purchaser may terminate this Purchase Agreement.
- (C) Purchaser inspecting the Property prior to closing, including the right to conduct engineering and mechanical studies of the Property, and finding its condition, structure, amenities and systems acceptable. If Purchaser's inspection discloses conditions of the Property which are unacceptable to Purchaser, Purchaser may terminate this Purchase Agreement.
- (D) Purchaser and Seller entering into the post-closing occupancy agreement substantially in the form of that attached to this Agreement as Exhibit B (the "Post Closing Occupancy Agreement").

The Contingencies enumerated above are for Purchaser's benefit only, and the non-occurrence of a state of facts sufficient to satisfy any of the Contingencies above may not be used or pleaded by Seller as a defense to the enforceability of this Agreement.

4. **CONTINGENCIES OF SELLER.** Provisions to the contrary herein notwithstanding, performance by Seller is contingent upon satisfaction of all of the following conditions:

- (A) Purchaser and Seller entering into the post-closing occupancy agreement substantially in the form of that attached to this Agreement as Exhibit C (the "Post Closing Occupancy Agreement").

The Contingencies enumerated above are for Seller's benefit only, and the non-occurrence of a state of facts sufficient to satisfy any of the Contingencies above may not be used or pleaded by Purchaser as a defense to the enforceability of this Agreement.

5. **FAILURE OF CONTINGENCIES:** The expiration of the contingencies listed in Section 3 and 4 shall be Thirty (30) days after last execution of this Agreement or in the event the Thirtieth (30th) day falls on a weekend or holiday the next business day thereafter (the "**Contingency Period**"). In the event any of the contingencies and conditions have not been met or in Purchaser's or Seller's opinion will not be met by the expiration of the Contingency Period or extensions thereof, Purchaser and Seller shall have the right and option to waive any

contingency or condition, or Purchaser or Seller may declare this Agreement terminated. If Purchaser or Seller exercises its option to declare this Agreement terminated, or if this Agreement otherwise becomes terminated, Purchaser and Seller shall have no further obligation or liability under this Agreement. In addition, Seller and Purchaser shall each be solely responsible for and shall hold the other harmless for any expenses, costs, damages, claims, lawsuits and judgments, including and not limited to expenses and attorneys fees, incurred by each of them respectively as a result of this Agreement.

Alternatively, in the event any of the contingencies have not been satisfied or waived by Purchaser and Seller as of the scheduled expiration of the Contingency Period, Purchaser shall have the right to extend the Contingency Period and Closing Date for one (1) thirty (30) day period upon notice to the other party of its intent to so extend no later than the then expiration of the Contingency Period.

6. **DUE DILIGENCE:** Within fourteen (14) days following the date of last execution of this Agreement, Seller shall deliver to Purchaser true, correct and complete copies of the items concerning the Property listed below, to the extent they exist and are in Seller's possession (the "**Due Diligence Items**"):

- (A) Any prior title evidence, such as a current abstract or title policy.
- (B) The most recent survey of the Property in Seller's possession.
- (C) The written results, if any of environmental site assessments, engineering reports, soil boring test samples or other inspections done at or on the Property.
- (D) All permits issued by governmental authorities for the Property.
- (E) Copies of all crop or billboard leases, if applicable.
- (F) Copies of all current maintenance service agreements, if any, relating to the Property.
- (G) All warranties covering the Property and its improvements.

7. **SELLER'S WARRANTIES:** Seller states, warrants, guarantees and represents as follows:

- (A) Seller has and will have on the Closing Date good and marketable fee title to the Property, subject only to the Permitted Encumbrances.
- (B) Seller has and will have on the Closing Date full right and authority to convey the Property, and in regard thereto to execute this Agreement and to execute and deliver all documents required of Seller for the consummation of this Agreement.
- (C) The persons signing this Agreement on behalf of Seller are duly authorized to do so and their signatures bind Seller in accordance with the terms of this Agreement.
- (D) The Property shall be free of tenancies and bill boards on the Closing Date other than the occupancy by the Seller under the Post Closing Occupancy Agreement and the occupancy pursuant to that certain lease between Waitt Outdoor, LLC and Seller dated October 29, 2002, lease #229.
- (E) No person, firm, corporation or entity has any option, right of first refusal or similar right to acquire the Property, or any part thereof, from Seller.
- (F) That Seller is not a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; that Seller is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the “Executive Order”); and that Seller is not acting on behalf of any Person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order.
- (G) Seller has received no notice of, nor has Seller any knowledge of, any violations of any federal, state, county or municipal laws, ordinances, orders, regulations or requirements affecting the Property.
- (H) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code ("IRC"), i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).
- (I) To the best of Seller's knowledge the Property has not at any time been used as a waste dump, nor has it been used for the manufacture, treatment, storage or disposal of hazardous waste, hazardous substances, PCBs, pollutants, contaminants or materials of like import that cause a present or future hazard to the ground water or other parts of the environment, or would cause the Purchaser any liability to any person or persons, natural or corporate, or any governmental body.

- (J) To the best of Seller's knowledge there has not been at any time a release of petroleum products from underground or above-ground petroleum storage tanks and related piping located on the Property. "Release" means any other than minor spillage in the normal course of business, leaking, emitting, discharging, escaping, leaching, or disposing of petroleum from a tank or any overfilling of a tank into ground water, surface water, surface soils, or subsurface soils.

The representations and warranties contained in this section shall be true and correct on the Closing Date and shall survive the Closing and continue in full force and effect notwithstanding the Closing and consummation of the transaction contemplated herein, and the obligation of the Purchaser to close this transaction is expressly conditioned upon said representations.

8. **SURVEYS:** Purchaser, at Purchaser's sole cost and expense, shall obtain its own boundary survey (the "**Survey**").

9. **COMPLIANCE WITH MUNICIPAL OR STATE REGULATIONS:** All violations of law, ordinances or orders of state, county and municipal agencies affecting the Property at the date hereof shall be cured by Seller before the Closing Date, and all notices and warnings of such violation shall be complied with by Seller before that time, and the Property shall be conveyed free of all such notices and warnings. Seller hereby authorizes Purchaser to make and/or have made searches for such violations.

10. **PURCHASE PRICE:** The consideration due from Purchaser to Seller for the Property shall be **SIX HUNDRED NINETY-SIX THOUSAND AND NO/100 DOLLARS (\$696,000.00)** cash upon closing (the "**Purchase Price**").

11. **REAL ESTATE TAXES, ASSESSMENTS AND TRANSFER FEES:** Seller will be responsible for 2018 taxes and assessments levied against the Property which become due prior to the Closing Date. Real estate taxes levied or to be levied in 2019 shall be pro-rated between Buyer and seller on the date of closing based upon the most recent tax levy rate.

Purchaser shall be responsible for payment of deed recording fees and deed stamps due any governmental agency resulting from the transfer of the Property by Seller to Purchaser.

12. **EVIDENCE OF TITLE:** Purchaser shall obtain a commitment for title insurance in the amount of the Purchase Price set out herein, naming the Purchaser as the insured, as its interest may appear (the "**Commitment**"), written by Grand Island Abstract, Escrow & Title Co., 704 W. 3rd Street, Grand Island, Nebraska 68801 (the "**Title Company**").

Within seven (7) days of approval of this Agreement by Purchaser's City Council Purchaser shall advise Seller in writing of any objections it has to the state of title to the Property shown in the Commitment. Seller shall have Thirty (30) days from the date of Purchaser's notice of such objections to make a good faith effort to cure such objections and to furnish a later report showing the objections cured or removed. If such objections cannot be cured within thirty (30) days after the date of Purchaser's notice of such objection, Purchaser may; (i) declare this Agreement null and void and neither party shall have any further obligation or liability under this agreement, (ii) at its election, take the title as it then is (with a right to deduct from the Purchase Price for liens or encumbrances of a definite or ascertainable amount), (iii) maintain its objections to the items uncured and extend Seller's time to cure; or (iv) attempt to cure itself. Purchaser retains the right to update title, object to any new items and have the same remedies mentioned above through the Closing Date.

All costs relating to the issuance of the title policy, including, but not limited to, title search and examination fees, policy premiums and the cost for any required endorsements shall be paid for by Purchaser

13. **POSSESSION:** Subject to the Post Closing Occupancy Agreement, legal possession of the Property shall be delivered to Purchaser on the Closing Date, except as herein provided. On the Closing Date the Property shall be free of trash, debris and refuse free. Purchaser or its agent shall be permitted upon the Property prior to Closing for soil testing, environmental and/or inspections, surveying or other investigations or functions relating to its purchase of the Property. Purchaser agrees to indemnify and hold Seller harmless from any and all loss, claim, action, demand or liability which may arise against the Seller or the Property by virtue of any of Purchaser's actions pursuant to this Agreement. Upon completion of Purchaser's investigations and tests, Purchaser shall restore the Property as reasonably possible to the same condition as it existed before Purchaser's entry upon the Property.

14. **CLOSINGS:** Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of the Title Company insuring the Property. The "**Closing**" of the transaction contemplated hereby shall be held on September ____, 2019, ("**Closing Date**"). Closing may be held prior to such time upon mutual agreement of the parties. Closing costs and escrow fees, if any, charged by the Title Company to close the transaction, shall be paid by Purchaser.

Seller acknowledges that Purchaser may be providing funds by way of a check, and that the Title Company may require said check to clear its bank in order for the funds to become available for disbursement. In the event an extension is warranted for delays in Closing or disbursement caused by Title Company, the Closing Date will be automatically extended without having to amend this Agreement, said extension to be one business day after said delay in Closing

or disbursement caused by the Title Company has been resolved. Possession of the Property shall be delivered simultaneously with the disbursement of Seller's net proceeds.

At Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

- (A) A Warranty Deed, in recordable form, duly executed and acknowledged by Seller, conveying title to the Property to Purchaser, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description except:
 - 1) Permitted Encumbrances specified in Section 2 herein;
 - 2) General real estate taxes and assessments which are a lien but which are not due and payable on the Closing Date, and special assessments caused by Purchaser's activities or improvements;
- (B) Such evidence or documents as may be reasonably required by the Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property;
- (C) A certification in a form to be provided or approved by the Purchaser, signed by Seller under penalties of perjury, containing the following:
 - 1) Seller's U.S. Taxpayer Identification Number;
 - 2) The home address of Seller (or the business address of Seller if Seller is not an individual); and,
 - 3) A statement that Seller is not a foreign person within the meaning of Section 1445 of the IRC i.e., Seller is not a nonresident alien, foreign corporation,

foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).

In the event that Seller fails to deliver such Certification at Closing or Seller delivers such Certification but the Purchaser has actual knowledge that such Certification is false or the Purchaser receives notice that the Certification is false from any agent of the Purchaser or Seller, the Purchaser shall be entitled to withhold from the Purchase Price a sum equal to ten percent (10%) of the total amount which otherwise would have been realized by Seller from such sale, which sum will be paid by the Purchaser to the United States Treasury pursuant to the requirements of Section 1445 of the IRC and the regulations promulgated thereunder.

- (D) An affidavit of title warranting that no outstanding mechanic's lien rights exist, that the Property is not subject to any unrecorded interest or encumbrances, adverse claims, possession or occupancies and is not subject to any leases, oral or written, and that all assessments, utility charges and taxes have been paid to the Closing Date, other than those disclosed and accepted herein.
- (E) Closing Prorations:
 - (i) All adjustments shall be made as of midnight of the day prior to the Closing Date and shall be in accordance with the customs in respect of title closing recommended by the Title Company;
- (F) Post-Closing Occupancy Agreement.
- (G) All additional documents and instruments as in the reasonable opinion of the Purchaser's counsel or the Title Company are necessary to the proper consummation of this transaction.

Unless explicitly stated in this Agreement to the contrary, Purchaser or the Title Company shall be responsible for all costs related to the production and delivery of the required closing documents. Seller and Purchaser shall exchange draft copies of all proposed closing documents at least five (5) business days prior to the scheduled Closing Date. If such documents are not received in a timely manner either party may extend the Closing Date accordingly.

15. **REAL ESTATE BROKERS AND BROKERAGE COMMISSION:** Seller and Purchaser each hereby represent and warrant to the other that this Purchase and Sale Agreement is made and entered into as a result of direct negotiations between parties hereto without the aid or assistance in any fashion of any broker or other agent and each of the parties hereby represents and warrants to the other that they have entered into no agreement or made any undertaking of any kind or character whatsoever as a result of which any claim could properly be brought against the other for any commission, finder's fee or other form of compensation of a similar character as a result of this transaction. Each party hereby agrees to indemnify and hold the other harmless as a result of any misrepresentation or breach of the warranty contained in this section.

16. **SURVIVAL OF COVENANTS:** Any representation, warranty, covenant or agreement herein of either party to this Agreement whether to be performed before or after the Closing Date shall not be deemed to be merged into or waived by the instruments of closing, but shall expressly survive the Closing and shall be binding upon the party obligated thereby.

17. **PARTIAL INVALIDITY:** If any provisions or portions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

18. **NOTICE:** Any notice, demand, request or other communication which may or shall be given or served by Seller to or on the Purchaser, or by the Purchaser to or on Seller, 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 transmission or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

If to Seller:	Reece Construction Co., Inc. P. O. Box 3227 Salina, KS 67402
If to the Purchaser:	City of Grand Island Attn: Public Works Director 100 East First Street Grand Island, Nebraska 68801

The above addresses may be changed at any time by the parties by notice given in the manner provided above.

Seller and Purchaser agree that electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice as that term is used in this Agreement.

19. **AGREEMENT BINDING:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

20. **CHOICE OF LAWS AND SUBMISSION TO JURISDICTION:** This Agreement shall be deemed to have been made in Hall County, Nebraska, and shall be construed in accordance with the laws of the State of Nebraska. All actions or proceedings relating, directly or indirectly, to this Agreement, whether sounding in contract or tort, shall be litigated in a court of competent jurisdiction for Hall County, Nebraska. All parties to this Agreement hereby subject themselves to the jurisdiction of the District Court of Hall County Nebraska.

21. **HEADINGS:** The section titles are for convenience only and do not define, limit or construe the contents of such paragraphs.

22. **DATE:** This Agreement shall be dated and effective and binding as of the date of the last execution.

23. **CONSTRUCTION:** Both parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

24. **CASUALTY:** If prior to the Closing Date the Property or any portion thereof, shall be damaged or destroyed by reason of fire, storm, accident or other casualty, then Seller shall immediately give notice thereof to Purchaser. Upon receipt of such notice Purchaser, at Purchaser's option, shall have the right to:

- (A) Terminate this Agreement as to such portion of the Property damaged by the casualty, whereupon the Purchase Price shall be reduced accordingly; or
- (B) Terminate as to the entire Property, whereupon the Earnest Money shall be paid to Purchaser and all parties shall thereupon be relieved of all further liability hereunder.

If Purchaser does not exercise its right to terminate then Purchaser shall be entitled to all of the insurance proceeds which would have been due Seller and Seller will credit Purchase at Closing with an amount equal to the deductible under the applicable insurance policy.

25. **OPERATION OF THE PREMISES:** During the period between the date hereof and the Closing Date, Seller shall:

- (A) Comply with the material terms, conditions, and provisions of all liens, leases, mortgages, agreements, insurance policies and other contractual arrangements relating to the Property, make all payments due thereunder and suffer no default therein;
- (B) Without written approval of Purchaser, neither negotiate nor enter into any new contract nor modify any existing contract affecting the use or operation of the Property which cannot be terminated without charge, cost, penalty or premium on or before the Closing Date;
- (C) Not, without Purchaser's prior written consent, enter into, amend or terminate any lease, nor institute any proceeding at law or in equity to enforce any lease;
- (D) Not return to any tenants, directly or indirectly, any security deposits except as required by lease, upon the termination of occupancy; and
- (E) Not market the Property to third parties

26. **COUNTERPARTS; MODIFICATION:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart 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.

27. **ENTIRE AGREEMENT:** This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Agreement

shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Agreement.

[Signature to Appear on Following Page(s)]

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

EXECUTED ON:

This 22 day of August, 2019

SELLER:

REECE CONSTRUCTION CO., INC.

By: Marjell Forst

EXECUTED ON:

This ____ day of _____, 2019

PURCHASER:

CITY OF GRAND ISLAND

By: _____
Roger G. Steele, Mayor

THIS INSTRUMENT DRAFTED BY:

Jerom E. Janulewicz
City Administrator-Special Attorney
City of Grand Island
PO Box 1968
Grand Island, Nebraska 68802

Exhibit A

A tract of land comprising a part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Twenty-four (24), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, described as follows: Beginning at a point on the North line of said Section Twenty-four (24), said point being One Thousand Seventy-three and Four Tenths (1,073.4) feet East of the Northwest Corner of said Northeast Quarter (NE1/4); thence Southerly parallel to the West line of said Northeast Quarter (NE1/4) a distance of Six Hundred Eighty-six and Four Tenths (686.4) feet; thence Westerly parallel to the North line of said Section Twenty-four (24) a distance of Four Hundred (400.0) feet; thence Southerly parallel to the West line of said Northeast Quarter (NE1/4) a distance of Six Hundred Forty-four and Five Tenths (644.5) feet to the South line of said Northwest Quarter of the Northeast Quarter (NW1/4NE1/4); thence Easterly along and upon said South line of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) a distance of Seventy-two and Seven Tenths (72.7) feet to the intersection with the Northerly highway right-of-way line; thence Northeasterly along and upon said Northerly highway right-of-way line a distance of Four Hundred Sixty-four and Seven Tenths (464.7) feet; thence Northeasterly along and upon the Westerly highway right-of-way line a distance of One Thousand Ninety-four and Four Tenths (1,094.4) feet to the North line of said Section Twenty-four (24); thence Westerly along and upon the North line of Section Twenty-four (24) a distance of One Hundred Fifty-four and Five Tenths (154.5) feet to the place of beginning, together with a permanent easement and right-of-way extending West Forty (40.0) feet wide, abutting the West side of the above described real estate as the South end of the West line, as more particularly described in the Easement recorded May 21, 1968 in Book 17, Page 423, in the office of the Register of Deeds for Hall County, Nebraska, in which the grantors reserved for themselves, their heirs, executors, administrators, assigns, legal representatives and successors the right at any time to use the roadway or any graded, paved or improved road or street built, maintained or constructed on, over and across the Forty (40) foot width of real estate for any lawful use or purpose.

POST CLOSING OCCUPANCY AGREEMENT

This Post-Closing Agreement ("Agreement") entered into by and between **Reece Construction Co., Inc.** hereinafter referred to as ("Seller"), and **City of Grand Island.** hereinafter referred to as ("Purchaser").

RECITALS

WHEREAS, on _____, 20__ ("Closing Date") the parties completed the sale of land located at 3505 West Old Potash Highway, Grand Island, NE (the "Property") according to the terms of the Purchase and Sale Agreement between Seller and Purchaser effectively dated _____, 20__, ("Purchase Agreement").

WHEREAS, as of the Closing Date, Seller needs additional time after the Closing Date to allow for the construction of a new commercial building and to fully remove all personal property and themselves from the Property.

WHEREAS, in exchange for Purchaser's willingness to allow Seller to stay at the Property post-closing, the parties now desire to enter into this Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, Seller and Purchaser hereby agree as follows:

1. Recitals. The Recitals hereinabove are true and correct and incorporated herein.
2. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the same meaning ascribed thereto in the Purchase Agreement.
3. Post-Occupancy. The Seller shall have the right to remain at the Property until September 1, 2020 under the following conditions:
 - a) Seller shall be responsible for any and all costs of continuing occupancy including all real estate taxes (pro-rated to the date Seller vacates the property), utilities, or other costs of any nature. Seller shall maintain through the term of this Agreement, liability insurance, at-risk insurance and personal property insurance.

- b) Purchaser shall have no obligation to repair and maintain the premises prior to and during Seller's occupancy and Seller shall maintain the premises at current levels.
- c) Seller shall remove all personal property by the date specified herein. On the date Seller vacates the Property, the Property shall be free of refuse, trash and debris and the Improvements shall be in a "broom clean" condition
- d) In the event Seller fails to vacate the premises on or before the date set forth herein, Purchaser shall be entitled to payment for any costs or damages including attorney fees relating to the removal of Seller, its tenants and Seller's and tenant's property as required under this Agreement.
- e) At the completion of this Agreement, Seller shall turn over, to Purchaser, all keys, garage door openers, security codes, and all other items that allow access to the premises.

4. Damages. If Seller fails to complete their obligations under this Agreement, Purchaser shall be allowed to collect actual damages, including attorney's fees, incurred in rectifying such failure from Seller.

5. Indemnity. Seller shall indemnify, defend and hold harmless Purchaser from and against any and all judgments, actions, liens, loss, damages, penalties, fines, liabilities, expenses and claims in connection with any activity performed under this Agreement by or at the instance of Seller.

6. Facsimile. Any facsimile, electronic, telecopy or other reproduction of this Agreement may be executed by the parties and shall be considered valid, binding and effective for all purposes. At the request of any party, the parties hereto agree to execute an original of this Agreement as well as any facsimile, email, electronic, telecopy or other reproduction hereof.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, all of which together shall constitute one instrument.

8. Effective Date. This Agreement shall become effective as of the date of final execution.

[Signatures to Appear on Following Pages]

IN WITNESS WHEREOF, the party hereto has executed this instrument.

EXECUTED ON:

This ____ day of _____, 20__

SELLER: Reece Construction Co., Inc.

By: Marjorie Post
Name:

Its: Executive Vice-President

EXECUTED ON:

This ____ day of _____, 20__

PURCHASER: City of Grand Island

By: _____
Name: Roger G. Steele
Its: Mayor





City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-1

Approving Minutes of September 24, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 24, 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 September 24, 2019. Notice of the meeting was given in *The Grand Island Independent* on September 18, 2019.

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

INVOCATION was given by Pastor John Hayes, Grace Baptist Church, 1115 South Vine Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of the Food & Beverage Occupation Tax Oversight Committee 2019 Annual Report. Chairman Ron Depue presented the 2019 Annual Report of the Food & Beverage Occupation Tax Oversight Committee.

PUBLIC HEARINGS:

Public Hearing on Request from Amy Jeanene Schutte dba Bella Design & Décor, 110 East 3rd Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Amy Jeanene Schutte dba Bella Design & Décor, 110 East 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 27, 2019; notice to the general public of date, time, and place of hearing published on September 14, 2019; notice to the applicant of date, time, and place of hearing mailed on August 27, 2019; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Request from Mayra Foods, LLC dba Sanchez Restaurant – Jaz's Tacos, 218 So. Wheeler Avenue for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Mayra Foods, LLC dba Sanchez Restaurant – Jaz's Tacos, 218 So. Wheeler Avenue. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 23, 2019; notice to the general public of date, time, and place of hearing published on September 14, 2019; notice to the applicant of date, time, and place of

hearing mailed on August 23, 2019; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 4075 West 13th Street - Hall County School District 2. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 4075 West 13th Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The proposed easement would allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

RESOLUTION:

#2019-300 - Consideration of Approving Labor Agreement between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24. Human Resources Director Aaron Schmid reported that the current labor agreement expires as of midnight September 30, 2019. The City and the FOP met to negotiate the terms of a new agreement and had reached a tentative agreement. Mr. Schmid explained the changes and stated this contract was for the period of October 1, 2019 through September 30, 2022.

Comments were made regarding the unsustainable revenue for salary increases.

Motion by Paulick, second by Jones to approve Resolution #2019-300. Upon roll call vote, Councilmembers Nickerson, Minton, Conley, Stelk, Jones, and Paulick voted aye. Councilmembers Haase, Schutz, and Hehnke vote no. Motion adopted.

ORDINANCE:

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

#9750 - Consideration of Approving Salary Ordinance

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

Human Resources Director Aaron Schmid reported that the proposed salary ordinance recognized the changes to the collective bargaining agreement between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24 effective October 1, 2019. It also included a correction to the listed salary range of the IBEW Utilities – Utility Groundman classification.

Motion by Minton, second by Hehnke to approve Ordinance #9750.

City Clerk: Ordinance #9750 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, Conley, Stelk, Jones, and Paulick voted aye. Councilmembers Haase and Hehnke voted no. Motion adopted.

City Clerk: Ordinance #9750 on second and final 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, Conley, Stelk, Jones, and Paulick voted aye. Councilmembers Haase and Hehnke voted no. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9750 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of September 10, 2019 City Council Regular Meeting.

Approving Re-Appointment of Glenn Wilson to the Community Redevelopment Authority.

Approving Re-Appointment of Hector Rubio to the Regional Planning Commission.

Approving Re-Appointments of David Koubeck and Mike Kneale and the Appointment of Matthew Armstrong to the Citizens Advisory Review Committee.

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

Approving Request from Christopher Kotulak, 5066 Fort Kearney Road for a Liquor Manager Designation for Heartland Events Center, 690 E. Stolley Park Road.

#2019-286 - Approving Request from Amy Jeanene Schutte dba Bella Design & Décor, 110 East 3rd Street for a Class "C" Liquor License.

#2019-287 - Approving Request from Mayra Foods, LLC dba Sanchez Restaurant – Jaz's Tacos, 218 So. Wheeler Avenue for a Class "I" Liquor License and Liquor Manager Designation for Mayra Betancourt, 241 So. Vine Street.

#2019-288 - Approving Final Plat and Subdivision Agreement for Bosselville Fifth Subdivision. It was noted that Bosselman Travel Centers, Inc., owner, had submitted the Final Plat and Subdivision Agreement for Bosselville Fifth Subdivision located north of Wood River Road and west of U.S. Highway 281 for the purpose of creating 5 lots on 36.544 acres.

#2019-289 - Approving Final Plat and Subdivision Agreement for Wanda's Estate Subdivision. It was noted that Wanda Kayl, owner, had submitted the Final Plat and Subdivision Agreement

for Wanda's Estate Subdivision located west of Locust Street and south of Lake Street for the purpose of creating 2 lots on 10.017 acres.

#2019-290 - Approving Certificate of Final Completion for Water Main Project 2019-W-2 - 7th & Darr Streets with the City of Grand Island Utilities Water Department.

#2019-291 - Approving Certificate of Final Completion for Water Main Project 2018-W-9 - 20th & Wheeler Streets with the City of Grand Island Utilities Water Department.

#2019-292 - Approving Transmission Planning Services with GDS Associates, Inc. of Marietta, Georgia.

#2019-293 - Approving Acquisition of Utility Easement - 4075 West 13th Street - Hall County School District 2.

#2019-294 - Approving Platte Generation Station Coal Combustion Residual (CCR) Groundwater Services CSM/ASD with HDR Engineering of Omaha, Nebraska in an Amount not to exceed \$189,960.00.

#2019-295 - Approving Correction to Resolution No. 2019-221 Regarding Purchase of Sludge Blanket Level Detectors for the Wastewater Division of the Public Works Department to correct vendor to Willco, Inc. of Omaha, Nebraska in an Amount of \$25,690.00.

#2019-296 - Approving Bid Award for Concrete Pad Upgrade; Project No. 2019-WWTP-4 with Carlos Guerrero Construction of Grand Island, Nebraska in an Amount of \$30,889.00.

#2019-297 - Approving 2019 Municipal Annual Certification of Program Compliance to the Nebraska Board of Classifications and Standards.

#2019-298 - Approving Authorization for Emergency Sanitary Sewer Repair at Pleasant View Drive and Fonner Park Road with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$37,052.76.

#2019-299 - Approving 911 Data Sharing Agreement with Public Service Commission.

RESOLUTION:

#2019-301 - Consideration of Approving Economic Development Incentive Agreement with Dramco Tool Co., Inc. Jeff Vinson, chairman of the Citizens Advisory Review Committee (CARC) stated the committee had met and approved the application for Dramco Tool Co., Inc. Economic Development President Dave Taylor reported that Dramco Tool Co., Inc. was requesting LB840 funding in the amount of \$150,000.00 for the creation of 7 additional full-time equivalent (FTE) employees with an average hourly wage of \$17.00. Dramco Tool Co., Inc. derived its principal source of income from the manufacture of articles of commerce.

Motion by Haase, second by Nickerson to approve Resolution #2019-301. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Conley to approve the payment of claims for the period of September 11, 2019 through September 24, 2019 for a total amount of \$6,882,198.61. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:38 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-2

#2019-302 - Approving the Purchase of Liquid Ortho-Polyphosphate for Corrosion Control

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting Date: October 8, 2019

Subject: Purchase of Liquid Ortho-Polyphosphate for Corrosion Control

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

The City was issued an Administrative Order by the Nebraska Health and Human Services on March 24, 1998, requiring compliance with the Lead and Copper Rule. Because City water was corrosive enough to leach copper from household plumbing and fixtures in excess of EPA limits, the order required the preparation of an Optimum Corrosion Control Treatment program (OCCT).

The OCCT program includes the addition of liquid ortho-polyphosphate solution to the source water to reduce the corrosiveness of the naturally occurring source water. The addition was implemented in May 2003. Subsequent testing of the water system indicates that the goal of reducing corrosiveness, and thus copper levels, to comply with the regulatory order has been achieved.

Discussion

The Utilities Department solicits bids annually for the treatment solution. The current contract to provide the additive for this year is completed. Therefore, specifications for the purchase of Liquid Ortho-Polyphosphate for Corrosion Control for another year were prepared and issued for bid. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on September 5, 2019. Two bids were received as listed below. The bids were evaluated based upon the total cost to treat 4.5 billion gallons of water (a high estimate of annual treatment needed). The engineer's estimate for this project was \$175,000.00.

Bidder	Unit Price/Gallon	Price/Million Gallons	Annual Cost
Carus Corporation, Inc.	\$6.042	\$24.168	\$108,756.00
Shannon Chemical Corp.	\$5.090	\$20.360	\$ 91,620.00

Department staff has reviewed the bids for compliance with the City's detailed specifications. The products proposed by the suppliers are similar in chemical composition, as well as with another product successfully used in the past. The current dosage rate has been approved as part of the OCCT and has proven to achieve compliance with State Health Department regulations. Based on the evaluation scoring criteria that considers multiple factors, Shannon Chemical Corporation is recommended as the low evaluated bidder.

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 purchase of Liquid Ortho-Polyphosphate for Corrosion Control be awarded to Shannon Chemical Corporation from Malvern, PA as winning bidder, for a not-to-exceed price of \$20.36 per million gallons of water treated; an annual amount estimate of \$91,620.00. The actual annual amount will depend on City water usage.

Sample Motion

Move to approve bid award for Liquid Ortho-Polyphosphate for Corrosion Control in the amount of \$20.36 per million gallons of treated water, to Shannon Chemical Corporation from Malvern, Pennsylvania.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 5, 2019 at 2:00 p.m.
FOR: Purchase of Liquid Ortho-Polyphosphate for Corrosion Control
DEPARTMENT: Utilities
ESTIMATE: \$175,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: August 21, 2019
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Shannon Chemical Corporation</u> Malvern, PA	<u>Carus Corporation</u> Peru, IL
Bid Security:	International Fidelity Ins. Co.	Harco National Ins. Co.
Exceptions:	None	None
Unit Price:	\$5.09	\$6.042
Treatment:	<u>\$20.36</u>	<u>\$24.168</u>
Total Bid:	\$91,620.00	\$108,756.00

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent
Supervisor

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Scott Sekutera, Regulatory/Environ.

P2150

RESOLUTION 2019-302

WHEREAS, the City Water Department invited sealed bids for Liquid Ortho-Polyphosphate for Corrosion Control; and

WHEREAS, on September 5, 2019, bids were received, opened and reviewed; and

WHEREAS, Shannon Chemical Corporation of Malvern, Pennsylvania, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, for a not to exceed price of \$20.360 per million gallons of water treated, at an annual amount estimated at \$91,620.00 (the actual annual amount will depend on City water usage); and

WHEREAS, the bid of Shannon Chemical Corporation, is less than the estimate for Liquid Ortho-Polyphosphate for Corrosion Control.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Shannon Chemical Corporation, with a not to exceed price of \$20.360 per million gallons of water treated, in an annual amount estimated at \$91,620.00, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 8, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-3

#2019-303 - Approving License Agreement between the City of Grand Island and Great Plains Communications for Power Pole Attachments

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 8, 2019

Subject License Agreement with Great Plains Communications,
for Power Pole Attachments

Presenter(s): Tim Luchsinger, Utilities Director

Background

Great Plains Communications is a telecommunications company that wishes to attach fiber optic cables to City owned utility poles.

Discussion

A License Agreement is the form used in the past to allow cables owned by others to be placed on City utility poles. Charter, Unite Private Networks (UPN), Qwest, and NebraskaLink, LLC are currently attached to utility poles in the City.

The National Electric Safety Code (Code) prescribes the methods and clearances required for installation of multiple wire strand utility company facilities and equipment on power poles. The proposed agreement includes requirements to meet the Code specifications for clearances between utility facilities, which will require some work by the Utilities Department and the other utilities currently using the poles.

The proposed contract requires Great Plains Communications to pay for any “make ready” work that is required to provide the needed space on the pole to allow them to attach in accordance with the Code. The proposed contract is essentially the same as the current Contracts with Charter Communications, Qwest, Unite Private Networks, and NebraskaLink, LLC. Great Plains Communications will also pay the same current cost per pole annual fee that is received from Qwest, Charter, Unite Private Networks, and NebraskaLink LLC.

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 License Agreement with Great Plains Communications and authorize the Mayor to sign the Agreement on behalf of the City.

Sample Motion

Move to approve the License Agreement between the City of Grand Island and Great Plains Communications and authorize the Mayor to sign the agreement on behalf of the City of Grand Island.



License Agreement Between

The City of Grand Island

&

Great Plains
Communications

LICENSE AGREEMENT

THIS AGREEMENT, made as of _____, 2019, between the City of Grand Island, hereinafter called Licensor, and Great Plains Communications, hereinafter called Licensee.

WITNESSETH

WHEREAS, Licensee provides communication and education services in the territory in which Licensor provides electric power.

WHEREAS, Licensor owns all poles to be used jointly by the parties.

WHEREAS, the parties wish to provide for Licensee's use of Licensor's utility poles.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement:

(A) Licensors "poles" means poles owned by Licensor and poles owned by third parties, to which Licensor is authorized to permit Licensee to attach its facilities.

(B) "Attachments" means messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's cable television system.

ARTICLE II
SCOPE OF AGREEMENT

(A) Subject to the provisions of the Agreement, including the proper execution of APPENDIX 1 and 2, Licensor hereby issues to Licensee, for any lawful communication/educational purpose, revocable nonexclusive authorization for the attachment of Licensee's cables, equipment and facilities to Licensor's poles within the territory in which both parties now or hereafter operate.

(B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service

requirements, nor to reconstruct, replace or substitute any facilities damaged, destroyed or discontinued.

(C) Licensee acknowledges that Licensor has heretofore entered into, and may in the future enter into, agreements and arrangements with third parties allowing the attachment of their facilities to the poles covered by this Agreement. Licensor agrees that no such agreement or arrangement will, in any way, diminish the scope of the license granted hereby or Licensee's rights hereunder.

(D) Licensee's attachment to poles belonging to a third party shall be subject to any restrictions in the Agreement between that third party and licensor authorizing the attachment.

ARTICLE III

FEES AND CHARGES

(A) Licensee shall pay to Licensor the fees and charges specified in and in accordance with the terms and conditions of APPENDIX 1.

(B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.

(C) At the expiration of One (1) year from the date of this Agreement and at the end of every one (1) year period thereafter, Licensor may adjust the fees and charges specified in APPENDIX 1 after notice made in writing to Licensee not later than sixty (60) days before the end of the one (1) year period or the end of any subsequent one (1) year period thereafter. Any such adjustment shall reflect only changes in Licensor's

costs, determined in a manner consistent with the determination of the fees and charges specified in APPENDIX 1.

ARTICLE IV

SPECIFICATIONS

(A) Licensee's fiber, cable, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of APPENDIX 2. Licenser shall have the right, upon reasonable notice to Licensee, to make reasonable changes and amendments to APPENDIX 2. Unless different standards are specified herein, the provisions of the National Electrical Code and the National Electrical Safety Code, and any amendments thereto or replacements thereof, shall be applicable.

ARTICLE V

LEGAL AUTHORITY

(A) The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties under this Agreement, so long as such laws, ordinances or regulations remain in effect.

ARTICLE VI

ISSUANCE OF LICENSES

(A) Upon execution of this Agreement, the parties will prepare a list indicating

to which of the Licensor's poles Licensee's facilities are then attached; Licensee shall be deemed to have a license hereunder for attachment to all such poles. Before attaching to additional poles of Licensor, Licensee must make application for and receive license therefore in the form of Exhibit A, hereto.

(B) Licensor shall have the right at any time to issue reasonable rules and regulations concerning submission of applications and attachments to poles of Licensor, which rules and regulations shall be binding upon submission of a copy thereof to Licensee.

ARTICLE VII

POLE REPLACEMENTS, RESTRICTIONS AND REARRANGEMENTS

(A) In the event Licensor determines that the space on any pole to which Licensee wishes to make attachment is required for its exclusive use or that the pole may not reasonably be rearranged or replaced, Licensor may refuse attachment to that pole.

(B) In the event Licensor determines that any pole to which Licensee wishes to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in APPENDIX 2, Licensor will indicate on the application (Exhibit A) the changes necessary to provide adequate pole space and the estimated cost thereof to Licensee and return the application to Licensee. If Licensee wishes that such changes be made and returns the application marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles, and Licensee shall pay Licensor in accordance with the terms of APPENDIX 1.

Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments.

(C) Should Licensor need for its own service requirements the space occupied by Licensee's attachments on any of Licensor's poles, Licensee will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or it shall authorize Licensor to replace the pole at the expense of Licensee, in the same manner as stated in the preceding Paragraph (B) covering the replacement or rearrangement of poles when required to accommodate Licensee's attachments; or, if Licensor advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee shall authorize Licensor to make such arrangements at the expense of Licensee. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening of poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2.

(D) When Licensor receives multiple applications for attachment to any pole that must be replaced or rearranged to provide sufficient space, Licensor will, to the extent that it is practical to do so, prorate the common expenses of engineering, rearrangement and replacement, if any, among all the applicants. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

(E) Whenever it is necessary for Licensor to make pole replacements or

rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensor will endeavor to have such work performed as soon as is practicable upon consideration of Licensor's service requirements, but only after issuance of the license to, and acceptance of responsibility for costs by, Licensee.

(F) Licensee shall provide all anchors and guying necessary for its facilities. If the presence of Licensee's facilities on Licensor's poles make it necessary for Licensor to modify its existing guying or add new guying to its poles, then the cost of such modifications or additions shall be reimbursed by Licensee.

(G) When Licensor's facilities occupy space on a pole owned by a third party, Licensee shall reimburse Licensor for any expense incurred in transferring or rearranging its facilities thereon, if such transfer or rearrangement is the result of Licensee's use or proposed use of said pole.

ARTICLE VIII

CONSTRUCTION AND MAINTENANCE OF FACILITIES

(A) Licensee shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner reasonably acceptable to Licensor, and so as not to conflict with the use of Licensor's poles by Licensor or by other authorized users thereof, or interfere with other facilities thereon or which may from time to time be placed thereon. If reasonably necessary to satisfy any of the above conditions, Licensee shall, upon 30 days' notice from Licensor and at its own expense, relocate or replace its facilities on Licensor's poles, or transfer them to substituted poles, or perform any other work in connection with its facilities that may

reasonably be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate or replace the attachments placed on its poles by Licensee, transfer them to substituted poles or perform any other work in connection with Licensee's facilities that may be required in the maintenance, replacement, removal or relocation of Licensor's poles or of the facilities thereon, or which may be placed thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the expense thereby incurred; provided further, however, that Licensee shall have no obligation to relocate, replace, or transfer its facilities solely to accommodate the service needs of any person other than Licensor, unless such person shall make arrangements, satisfactory to Licensee, to reimburse Licensee for such work.

(B) All tree trimming required on account of Licensee's attachments shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Licensor. The parties may agree that Licensor shall conduct tree trimming and be reimbursed by Licensee.

ARTICLE IX

TERMINATION OF LICENSES

(A) Upon notice from Licensor to Licensee that the use of any pole is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole shall immediately terminate and shall be surrendered and Licensee shall remove its fiber, cables, equipment and facilities at once from the affected pole or poles at Licensee's expense.

(B) Licensee may at any time remove its facilities from any pole of Licensor,

but shall immediately give Licensor written notice of such removal and surrender of License in the form of Exhibit B attached hereto and made a part hereof. If Licensee surrenders its license for a pole but fails to remove its facilities from that pole, Licensor shall have the right, upon reasonable notice, to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event that Licensee's fiber, cables, equipment and facilities shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

(C) Licensor shall have the right, upon written notice, to terminate the license for a particular pole:

- (1) If, in Licensor's sole judgment, its service needs require full utilization of that pole; or
- (2) If changes in the physical facilities, space or location requirements or service requirements of Licensor render such poles inadequate to support the facilities of Licensee; provided, however, that in such event Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable under ARTICLE VII.

ARTICLE X

INSPECTIONS OF LICENSEE'S INSTALLATIONS

(A) Licensor reserves the right to make periodic inspections of any part of the

fiber, cable, equipment and facilities of Licensee on its poles, and Licensee shall reimburse Licensor for the expense of such inspections. Inspections will be made no more than once a year and only upon notice to Licensee unless, in Licensor's judgment, such inspections are required for reasons involving safety or are required because of Licensee's violation of the terms of this Agreement. The charge for the inspection shall be in accordance with the terms and conditions of APPENDIX 1. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

(B) If any fiber, cable, equipment and facilities of Licensee shall be found on a pole for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such fiber, cable, equipment and facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee; provided, however, that if Licensee shall forthwith make application for a license in the form of Exhibit A hereto, Licensor will not require such removal unless necessary for Licensor's service requirements and, except in the case of an emergency, will not remove Licensee's facilities without first giving 30 days notice to Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate as shown in APPENDIX 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement

or otherwise. No act or failure to act by Licensor with regard to said fee or said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XI

LIABILITY AND DAMAGES

(A) Licensor shall exercise precaution to avoid damaging the communication/education fiber of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of Licensor; provided, however, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communication/education fiber, or for any special, indirect, or consequential damages.

(B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to poles or anchors and shall make an immediate report to the owner of facilities so damaged; and Licensee assumes all responsibility for any and all direct loss and from such damage caused by Licensee's employees, agents or contractors.

(C) Licensee shall indemnify, protect and save harmless the Licensor from any and all damages and costs, including reasonable attorney fees, incurred by the Licensor as a result of acts by the Licensee, its employees, agents or contractors,

including but not limited to the cost of relocating poles, anchors or guys resulting from a loss of right-of-way or property owner consents and/or the cost of defending those rights and/or consents.

(D) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of actions and costs, including attorney fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, or use or removal of Licensee's facilities or by their proximity to the facilities of other parties attached to a pole or anchor, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of the Licensor's poles, anchors or guys.

(E) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of action and costs, including attorney fees, which arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to taxes, special charges by others and from and against all claims, demands and costs, including attorney fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles, anchors, guys or otherwise.

(F) Licensee shall promptly advise the Licensor of all claims relating to damage of property of injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made by the Licensee or others shall be furnished promptly to the Licensor.

ARTICLE XII

INSURANCE

(A) Licensee shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, issued by an insurance carrier satisfactory to Licensors to protect the Licensors and joint user from and against all claims, demands, causes of actions, judgments, costs, including attorney fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including ARTICLE XI preceding.

(B) The amount of such insurance:

	<u>Insurance Coverage</u>	<u>Limits</u>
1.	Worker's Compensation	Statutory
	Employer's Liability:	
a.	Bodily Injury by Accident	\$ 500,000 each accident
b.	Bodily Injury by Disease	\$1,000,000 policy limit
c.	Bodily Injury by Disease	\$ 500,000 each employee
2.	Comprehensive Automobile	
a.	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000
3.	Comprehensive General Liability	
a.	Bodily Injury and Property Damage Combined	\$1,000,000 each person \$2,000,000 aggregate
(C)	Licensee shall submit to Licensors certificates by each company insuring	

Licensee upon each new issuance or renewal to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to Licensors.

(D) All insurance required in accordance with (B) and (C) preceding must be effective before Licensor will authorize attachment to a pole and/or anchor, utilization of an anchor/guy strand or occupancy of a conduit system and shall remain in force until such Licensee's facilities have been removed from all such poles, anchors, or conduit systems. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

ARTICLE XIII

LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles covered by this Agreement.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

(A) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensor. Licensor shall not unreasonably withhold such consent.

(B) Subject to the provisions of Paragraph (A) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE XV

TERMINATION OF AGREEMENT

(A) If licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or noncompliance shall have occurred.

(B) Licensor shall have the right to terminate this entire Agreement or individual licenses granted hereunder, without notice

- (1) If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or understanding; or
- (2) If any permit or other authorization which may be required by any governmental authority for the operation or maintenance of Licensee's fiber, cables, wire, equipment and facilities on Licensor's poles is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or
- (3) If Licensee defaults under ARTICLE IV.

(C) Licensee may terminate this Agreement at any time by removing its facilities from all of Licensor's poles, as provided in ARTICLE IX (B).

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall, unless terminated in accordance with its provisions, continue in effect for an initial term of five years. Licensors may terminate this Agreement at the end of the initial term by notifying Licensee in writing at least one (1) year prior to the end of that term. If not so terminated, this Agreement shall continue in force upon the same terms and conditions for a further term of five (5) years, and for successive one (1) year terms thereafter, until terminated by Licensors at the end of any such term upon not less than one (1) year's written notice to Licensee. Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and Licensee shall immediately remove its fiber, cables, equipment and facilities from all poles of Licensors. Upon Licensee's failure to do so, Licensors shall have the right to remove Licensee's fiber, cable, equipment and facilities at the cost and expense of Licensee and without any liability therefore.

ARTICLE XVII

NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the Licensee as follows:

Great Plains Communications

and to the Licensors as follows:

Mayor

City of Grand Island

P.O. Box 1968

Grand Island, NE 68802-1968

ARTICLE XVIII

RECORDS

The Licensee shall file a complete set of as-built records for its communication/education system, including all extensions and modification in the Grand Island Electric Utilities Department for the area where the Licensor provides electric power.

ARTICLE XIX

SERVICE AREA

The Licensee shall provide service to all properties within the service area shown on Exhibit No. C, attached hereto and made a part hereof by reference.

ARTICLE XX

WAIVER OF LIABILITY

Because the Licensor may annex all or part of the Licensee's service area and may install utility services some time in the future, the Licensee waives all liability, claims or causes of action which it may have against the Licensor for damages caused to its communication/education system in connection with the installation of utility

services within designated utility easements, streets, alleys or rights-of-way except where such damages are the result of gross negligence or intentional acts on the part of the Licensor, its employees, agents or officers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first written above.

WITNESS (ATTEST)

WITNESS (ATTEST)

GREAT PLAINS COMMUNICATIONS

BY _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

A Municipal Corporation

BY _____

Title: Mayor

APPLICATION AND POLE ATTACHMENT LICENSE

*Pole Attachment

Application No. _____

Date _____

(Licensee)_____
(Street Address)_____
(City and State)

CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated _____, application is hereby made for a nonexclusive license to attach communications facilities to _____ poles, _____ anchors, and/or utilize _____ anchor/guy strands.

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

USE REVERSE SIDE FOR ADDITIONAL LOCATIONS_____
(Licensee)

By: _____

Title: _____

Phone Number: _____

* Individual applications to be numbered in sequential ascending order by License.

Pole Attachment License Number _____ is hereby granted to attach the communications facilities described in this application to _____ poles, _____ anchors, utilize _____ anchor/guy strands.

CITY OF GRAND ISLAND UTILITIES DEPARTMENT
(Licensor)

By: _____

Title: _____

Phone Number: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

NOTIFICATION OF POLE ATTACHMENT ABANDONMENT

* Abandonment Notice No. _____

Date _____

(Licensee)_____
(Street Address)_____
(City and State)

CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated _____, notification is hereby made of abandonment of pole attachments of communications equipment as listed below:

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____
(Use reverse side for additional locations)_____
(Licensee)

By: _____

Title: _____

Phone Number: _____

CITY OF GRAND ISLAND UTILITIES DEPARTMENT
(Licensor)

By: _____

Title: _____

Phone Number: _____

*Individual abandonment notifications to be numbered in sequential ascending order by Licensee.

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

APPENDIX 1

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement between the City of Grand Island, herein called Licensor, and Great Plains Communications, therein called Licensee, dated _____, 2019 (hereinafter called the Agreement), and contains the fees and charges governing the use of Licensor's poles to accommodate the fiber, cable, wire equipment and facilities of Licensee in the territory in which both parties hereto now or hereafter operate. The effective date of this APPENDIX 1 is _____.

POLE ATTACHMENTS

1. ATTACHMENT FEE: As determined by the most current Fee Schedule for the City of Grand Island.

- a. Computation:

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for Licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

- b. Payment Date:

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year.

Failure to pay such fees within 20 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

c. Termination of License:

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to Licensors pole during the final semiannual period and shall be credited to Licensee; provided, however, that there shall be no proration of an attachment fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

2. OTHER CHARGES

a. Computation:

(1) All charges incurred by Licensors as a result of inspections, engineering, rearrangements, removals of Licensees facilities from Licensors poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensors for performing such work plus the appropriate current overhead rate on the costs incurred in performing such work for Licensee. The cost to Licensors shall be determined in accordance with the regular and customary methods used by Licensors in determining such costs.

(2) The charge for replacement of poles shall include the entire non-betterment cost to Licensors, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensors facilities from the old to the new poles.

b. Payment Date:

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

DATED: _____

WITNESS (ATTEST)

GREAT PLAINS COMMUNICATIONS

BY _____

Title: _____

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NE

A Municipal Corporation

BY _____

Title: Mayor

APPENDIX 2

ATTACHMENTS TO POLES

THIS APPENDIX 2 is, from the effective date hereof, an integral part of the License Agreement (hereinafter called the Agreement) between the City of Grand Island, therein called Licensor, and Great Plains Communications, therein called Licensee, dated _____, 2019, and contains certain minimum requirements and specifications governing the attachment of fiber, cables, equipment and facilities of Licensee (sometimes called Attachments in this Appendix) to poles of Licensor in the territory in which both parties hereto now or hereafter operate. The effective date of this Appendix 2 is _____, 2019.

GENERAL

1. The Licensee is responsible for the proper design, construction and maintenance of its Attachments. Attachments generally will be limited to strand support cable, wire, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.

2. Any rearrangement of Licensor's facilities or replacement of poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.

3. The fees and charges specified in APPENDIX 1 shall be applicable, (to all licenses granted to Licensee hereunder) without regard to the methods of attachment used.

4. Licensee's Attachments shall be plainly identified by appropriate marking, satisfactory to Licensors.

5. Licensee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

6. All requirements of the National Electrical Safety Code referred to herein shall mean the 2007 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal Code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.

7. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensors reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensors will in its discretion furnish to Licensee written material which will specify and explain the required construction.

8. Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for cable television conductors by the National Electrical Safety Code Section 230 F1 & F2. However, all parts of the Licensee's Attachments carrying voltages in excess of 60 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact to the general public, Licensors's workmen or workmen of another licensee having facilities on the same pole.

9. Licensors shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensors or any other Licensee's communication/education facilities. Licensee shall, on demand of the Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.

10. No Attachment shall use the earth as the sole conductor for any part of the circuit.

11. Licensee shall not circumvent Licensor's or any other licensee's corrosion mitigation measures (e.g., short circuit insulating joints).

GROUNDING AND BONDING

12. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to any power supply cabinet. Any cabinet shall be connected to an earth ground at the pole. In areas where the Licensor has a ground wire (which is connected to the Licensor's neutral) running down the pole, the cabinet can be connected to it. Where a Licensor vertical ground wire is not available, the Licensee must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Licensor's strand and to the Licensee's strand.

13. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Licensee shall attach the bonding wire to its strand and leave a sufficient length of wire to complete the bond. Where the strands of two or more licensees are to be bonded together, the licensee

placing the last strand, if authorized to do so by the other licensees, shall make both connections. Where such authorization is not granted by the licensee owning the existing strand, Licensee shall attach the bonding wire to its strand and leave enough wire to permit making a connection and shall be responsible for completing the bonding. Licensee may bond its cable sheath to Licensor's common neutral, vertical ground wires, and ground rods at whatever frequency Licensee desires. All vertical ground wires shall be covered by a molding. Ground rods installed by Licensee shall be in accordance with National Electrical Safety Code.

14. Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight or less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen or less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.

15. Strands attached to the same bolt do not have to be bonded.

16. Where a Licensee's strand leaves a pole which carries other strands supporting cable television cables, and Licensee's strand continues to a pole carrying power facilities of Licensor, Licensee's fiber cable shall be:

- (A) Bonded to other cable television strands on the pole that it leaves;
- (B) Bonded to an effective ground preferably within two spans but not greater than ten (10) spans after leaving said pole, and;

- (C) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

17. Strands supporting drop wire shall be bonded to the cable suspension strand.

18. Any connecting or bonding to Licensor's facilities shall be done by Licensor and the connecting or bonding wire shall be sufficient length to allow Licensor to complete the connection or bond.

CLEARANCES

19. Licensee's Attachments are subject to cable television facilities clearances and shall meet all of the pertinent clearance requirements of the National Electric Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below:

NESC 2017 Edition
General Rule

- | | | |
|-----|---|-----|
| (A) | Vertical clearance on poles | 235 |
| | jointly occupied by communication fiber, | |
| | cable television facilities, and power facilities | |
| (B) | Mid-span clearance between communication | 235 |
| | fiber, cable television facilities, and | |
| | power facilities | |

(C)	Crossing clearances of facilities carried on different supports	233
(D)	Clearances from street light brackets and associated wiring	238
(E)	Clearances of conductors from another line	233
(F)	Clearances of vertical and lateral conductors from other wires and surfaces on the same support	239
(G)	Clearances in any direction from line conductors and supports, and to vertical or lateral conductors, span or guy wires, attached to the same support	235
(H)	Vertical clearance of wires above ground or rails	232
(I)	Structures for overhead lines	280
	1. Supporting structure items one (1) thru five (5)	
	2. Unusual conductor supports	

LOCATION AND SPACING

20. Licenser shall specify the location of Licensee's Attachments on each pole, including the location of Licensee's riser cables. Where Licenser has installed its own communication circuits (supervisory control circuits) for operation of its electric system, clearance of Licensee's facilities from these communication circuits shall be the same as from Licenser's common neutral conductor.

21. The minimum vertical separation between Licensee's strand, and the strand of another licensee when located on same side of pole shall be twelve (12) inches. Licensee's strand shall be located at a point on the pole that provides the minimum clearance allowed by the National Electric Safety Code from the ground. Licensee may, however, agree with another licensee to reduce the separation between their respective strands. Separation between the bolt holes must be in any event at least four (4) inches.

22. Licensee shall be required to place all of its Attachments, so not to interfere with climbing space, as defined in the National Electrical Safety Code.

23. Through bolts may not be placed less than ten inches from the top of the pole. When through bolts present a hazard to climbing; i.e., extend more than two inches beyond the nut, they shall be trimmed to a safe length.

24. Pole steps will not be allowed on any Licenser pole, except to specific cases judged to be in the interest of safety by the Licenser.

LOADING

25. The Licensee shall furnish to Licensors as a part of Exhibit A to this Agreement the details as to the ultimate strength, tension at 60F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in Code.

26. Licensee shall furnish to Licensors as a part of Exhibit A to this Agreement details as to the weight and size of its fiber/cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. NESC Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the NESC, the local requirements shall govern.

27. Licensee may lash its fiber/cable to the strand of another licensee, where this is acceptable to all other licensees involved and to Licensors. Maximum tension of Licensee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the NESC, the local requirements shall govern.

GUYING

28. Guying will be required on poles where the total unbalanced load, including the tension due to Licensee's Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceed 200

pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load.

29. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C and 282).

30. Guy guards shall be installed in compliance with NESC (Rule 282E).

31. Licensee may attach its guy to Licensor's anchor rods only where Licensor specifically authorizes it in writing. Should it be necessary to replace the anchor at a later date to provide added strength for Licensor's requirements, the anchor shall be replaced at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.

32. More than one licensee may use a common guy to sustain their combined load.

33. Guys shall be insulated as specified in the Safety Code (Rules 215 and 283) and at any location where Licensee's guy parallels Licensor's guy with insulator. Licensee's guys shall not short circuit Licensor's guy insulators.

34. Cross guying of Licensee's guys with Licensor's guys is not allowed.

35. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

DATED: _____

WITNESS (ATTEST)

GREAT PLAINS COMMUNICATIONS

BY _____

Title:

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NEBRASKA

A Municipal Corporation

BY _____

Title: Mayor

RESOLUTION 2019-303

WHEREAS, Great Plains Communication, is a telecommunications company that wishes to attach fiber optic cables to City owned utility poles; and

WHEREAS, a License Agreement is needed to allow the cable to be placed on City utility poles; and

WHEREAS, the National Electric Safety Code prescribes methods and clearances required for installation of multiple wire strand utility company facilities and equipment on power poles; and

WHEREAS, the proposed License Agreement requires Great Plains Communications, to pay for any “make ready” work that is required to provide the needed space on the pole to allow them to attach in accordance with the Code; and

WHEREAS, Hamilton Telecommunications, will pay the per pole annual fee as determined by the current Fee Schedule for the City of Grand Island that is received from other companies that utilize this service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, to execute the License Agreement between the City of Grand Island and Great Plains Communications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 8, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-4

**#2019-304 - Approving PGS Coal Combustion Residual CCR
Groundwater Services - Tasks 10 & 11 - with HDR Engineering**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: October 8, 2019

Subject: Platte Generating Station - Coal Combustion Residual (CCR) Groundwater Services

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

On April 17, 2015, the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule became effective on October 19, 2015. In general, CCR compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment is required for the Platte Generating Station.

Platte Generating Station personnel reviewed the regulations and determined consulting services were needed to meet the CCR Rule compliance schedule. HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska.

Discussion

On September 27, 2016, Council Approved HDR Engineering to complete Tasks 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/Run-off Control System Plan for a cost not to exceed \$86,290.00.

On September 24, 2019, Council approved HDR Engineering to complete Tasks 5-9 to include groundwater sampling, fugitive dust control, alternative source demonstration (ASD) investigation, statistical analysis reporting, and preparation of a conceptual site model of the hydrologic and hydro-geochemical setting of the PGS Ash Landfill including evaluation of the results of the model for a cost not to exceed \$189,960.00.

To meet the next phase of the CCR Rule and to prepare for the Title 132 Permit Renewal Application for submittal to the Nebraska Department of Environment and Energy

(NDEE) and amend the CCR Run-On and Run-Off Control System Plan, Task 10 is being presented for a cost not to exceed \$39,970.00.

Task 11 is being presented for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00.

To ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with these tasks. HDR is providing professional consultant services regarding CCR to Omaha Public Power District, Hastings Utilities, Fremont Utilities and the Public Power Generation Agency.

In accordance with City Procurement Code, staff recommends that the Council authorize HDR Engineering to continue their services as the Consulting Engineer for the Platte Generating Station CCR requirements.

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 authorize HDR, Inc., of Omaha, Nebraska, to provide Engineering services to meet the Coal Combustion Residuals Program Title 132 Permit Renewal and 2019 annual reporting for Platte Generating Station for a fee not to exceed \$52,960.00.

Sample Motion

Move to authorize HDR, Inc., of Omaha, Nebraska, for providing Engineering Services for the Platte Generating Station 2019 CCR Title 132 Permit Renewal and annual reporting requirements for a fee not to exceed \$52,960.00.

RESOLUTION 2019-304

WHEREAS, the U.S. Environmental Protection Agency's Rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA) became effective on October 19, 2015; and

WHEREAS, personal at the Platte Generating Station reviewed the regulations and determined consulting services were needed to meet the CCR Rule Compliance schedule, and HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska; and

WHEREAS, on September 27, 2016 Council approved HDR Engineering to complete task 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/run-off Control System Plan for a cost not to exceed \$86,290.00

WHEREAS, on September 24, 2019 Council approved HDR Engineering to complete Tasks #5-9 to allow compliance with the CCR Rule in an amount not to exceed \$189,960.00; and

WHEREAS, to meet the next phase of the CCR Rule and to prepare for the Title 132 Permit Renewal Application for submittal to the Nebraska Department of Environment and Energy (NDEE) and amend the CCR Run-On and Run-Off Control System Plan, Task 10 is being presented for a cost not to exceed \$39,970.00; and Task 11 is being presented for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Tasks 10 and 11 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$52,960.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 8, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-5

#2019-305 - Approving Certificate of Final Completion for Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A & 2017-S-2B

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 8, 2019

Subject: Approving Certificate of Final Completion for Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A & 2017-S-2B

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$304,380.16 contract by the City Council on May 23, 2017, via Resolution No. 2017-151, for the Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A.

On August 22, 2017, via Resolution No. 2017-230, Grand Island City Council approved Change Order No. 1 in the amount of 44,632.63, which allowed for repair of Manhole No. 477; the base had fallen in and was severely deteriorated.

On April 24, 2018, via Resolution No. 2018-111, Grand Island City Council approved Change Order No. 2 to allow for an extension of the project completion date from April 20, 2018 to July 15, 2018, at no additional cost.

On June 26, 2018, via Resolution No. 2018-188, Grand Island City Council approved Change Order No. 3 to allow for rectifying of bid items to be incorporated into the referenced project, which resulted in an overall contract increase of \$37,339.32, for a revised contract amount of \$386,352.11.

The second phase of the project, 2017-S-2B was awarded to Municipal Pipe Tool Co., Inc. of Hudson, Iowa via Resolution No. 2017-322 on November 14, 2017 in the amount of \$433,786.75. This rehabilitation work fixed cracks and leaks in the existing pipe with a cast in place liner that runs inside the existing pipe. Open excavation for this project was not planned and crews were to gain access to complete this work through existing manholes. This is a specialized process which is becoming very popular across the country with the continued aging of infrastructure.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are related to old clay tile pipe and or damaged / dilapidated manholes.

Discussion

Both projects were completed in accordance with the terms, conditions, and stipulations of the contracts, plans and specifications. The Diamond Engineering Company completed construction for a total cost of \$386,352.11 and Municipal Pipe Tool Co., Inc. completed construction for a total cost of \$404,434.34, resulting in a grand total construction cost of \$790,786.45. Additional project costs are shown below.

ADDITIONAL COSTS

Alfred Benesch & Company- Engineering Services	\$158,596.37
HTS Pipe Consultants- CIPP Sample Testing	\$ 230.00
United States Postal Service- Mailings	\$ 13.70
Sheffield Tree Service- Tree Trimming @ 1616 W Stolley Park Road	\$ 285.00
RT Plumbing- 2323 W Old Lincoln Highway Sanitary Sewer Plugged	\$ 1,800.00
Midlands Contracting- 2323 W Old Lincoln Highway Reinstale Sanitary Sewer Service	\$ 1,500.00
Grand Island Daily Independent- Advertising	\$ 245.77
Sewer Rooter- Camera Sewer Line @ 720 Stolley Park Road	\$ 150.00
City of Grand Island- Public Works Engineering Services	\$ 25,723.15

Additional Costs= \$188,543.99

Total project cost is \$979,330.44.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A & 2017-S-2B.

Sample Motion

Move to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sanitary Sewer Collection System Rehabilitation- Various Locations;
Project No. 2017-S-2A and 2017-S-2B
CITY OF GRAND ISLAND, NEBRASKA
October 8, 2019

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

This is to certify that Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A and 2017-S-2B has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska and Municipal Pipe Tool Co., Inc., respectively. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<i>Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A</i>					
Bid Section A- Phoenix Avenue & Locust Street Area					
1	Mobilization/ Demobilization	1.00	LS	\$ 38,710.05	\$ 38,710.05
2	Construction Staking	1.00	LS	\$ 3,774.05	\$ 3,774.05
3	Traffic Control	1.00	LS	\$ 19,123.31	\$ 19,123.31
4	Dewatering	1.00	LS	\$ 22,796.45	\$ 22,796.45
5	Saw Cut Existing Pavement	638.00	LF	\$ 4.18	\$ 2,666.84
6	Remove Existing Pavement	619.00	SY	\$ 15.01	\$ 9,291.19
7	Remove Existing Sanitary Sewer Manhole	3.00	EA	\$ 2,038.75	\$ 6,116.25
8	Remove Existing 10" Sanitary Sewer Pipe	103.00	LF	\$ 41.69	\$ 4,294.07
9	Plug Abandoned Sanitary Service Line	1.00	EA	\$ 682.03	\$ 682.03
10	Sanitary Sewer Manhole	3.00	EA	\$ 7,712.01	\$ 23,136.03
11	Additioal Manhole Depth	12.00	VF	\$ 339.30	\$ 4,071.60
12	Fiberglass Manhole	1.17	EA	\$ 9,896.55	\$ 11,591.11
13	8" OPVC (SDR 35) Sanitary Sewer Pipe	64.00	LF	\$ 116.78	\$ 7,473.92
14	10" PVC (SDR 35) Sanitary Sewer Pipe	184.00	LF	\$ 66.14	\$ 12,169.76
15	Fernco Flexible Coupling with Concrete Collar	10.00	EA	\$ 344.57	\$ 3,445.70
16	11" Portland Cement Concrete (PCC) Pavement	494.00	SY	\$ 79.92	\$ 39,480.48
17	Place Curb & Gutter	215.00	LF	\$ 16.59	\$ 3,566.85
18	4" PCC Median Surfacing	544.00	SF	\$ 5.93	\$ 3,225.92
19	4" Pavement Marking	50.00	LF	\$ 9.29	\$ 464.50
20	Temporary Shoring	72.00	LF	\$ 48.02	\$ 3,457.44
Total Bid Section A=					\$ 219,537.55

Bid Section B- W. Stolley Park Road & Spring Road Area					
1	Mobilization/ Demobilization	1.15	LS	\$ 30,885.52	\$ 35,518.35
2	Construction Staking	1.00	LS	\$ 3,019.57	\$ 3,019.57
3	Traffic Control	1.15	LS	\$ 8,119.61	\$ 9,337.55
4	Dewatering	1.28	LS	\$ 22,796.45	\$ 29,215.93
5	Saw Cut Existing Pavement	233.00	LF	\$ 4.18	\$ 973.94
6	Remove Existing Pavement	245.00	SY	\$ 15.01	\$ 3,677.45

7	Remove Existing 8" Sanitary Sewer Pipe	74.00	LF	\$	41.69	\$	3,085.06
8	8" PVC (SDR 35) Sanitary Sewer Pipe	74.00	LF	\$	64.17	\$	4,748.58
9	Fernco Flexible Coupling with Concrete Collar	6.00	EA	\$	337.79	\$	2,026.74
10	11" Portland Cement Concrete (PCC) Pavement	133.00	SY	\$	80.68	\$	10,730.44
11	Concrete Curb & Gutter	133.00	LF	\$	16.64	\$	2,213.12
12	4" Concrete Sidewalk	729.00	SF	\$	7.25	\$	5,285.25
13	Temporary Shoring	209.00	LS	\$	48.02	\$	10,036.18
Total Bid Section B=						\$	119,868.16

Change Order No. 1-							
CO1-1	Traffic Control	1.00	LS	\$	7,500.00	\$	7,500.00
CO1-2	Dewatering	1.00	LS	\$	10,800.00	\$	10,800.00
CO1-3	Saw Cut Existing Pavement	140.00	LF	\$	4.18	\$	585.20
CO1-4	Remove Existing Pavement	132.00	SY	\$	15.01	\$	1,981.32
CO1-5	Remove Existing Sanitary Sewer Manhole	1.00	EA	\$	2,038.75	\$	2,038.75
CO1-6	Remove Existing 8" Sanitary Sewer Pipe	10.00	LF	\$	41.69	\$	416.90
CO1-7	Remove Existing 15" Sanitary Sewer Pipe	19.50	LF	\$	41.69	\$	812.96
CO1-8	Sanitary Sewer Manhole	1.00	EA	\$	7,712.01	\$	7,712.01
CO1-9	Additional Mahole Depth	6.81	VF	\$	339.30	\$	2,310.63
CO1-10	8" PVC (SDR 35) Sanitary Sewer Pipe	10.00	LF	\$	116.78	\$	1,167.80
CO1-11	15" PVC (SDR 35) Sanitary Sewer Pipe	19.50	LF	\$	73.00	\$	1,423.50
CO1-12	Fernco Flexible Coupling with Concrete Collar	3.00	EA	\$	344.57	\$	1,033.71
CO1-13	11" Portland Cement Concrete (PCC) Pavement	114.66	SY	\$	79.92	\$	9,163.63
CO1-14	4" Pavement Marking	0.00	LF	\$	9.29	\$	-
Total Change Order No. 1=						\$	46,946.41

Project No. 2017-S-2A Total=						\$	386,352.11
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<i>Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2B</i>							
Bas Bid-							
1	Mobilization/ Demobilization	1.00	LS	\$	15,000.00	\$	15,000.00
2	Traffic Control	1.00	LS	\$	12,000.00	\$	12,000.00
3	End Seal Liner	68.00	EA	\$	150.00	\$	10,200.00
4	8" Preliner	1,562.00	LF	\$	3.00	\$	4,686.00
5	10" Preliner	0.00	LF	\$	3.00	\$	-
6	12" Preliner	0.00	LF	\$	3.00	\$	-
7	8" Cured in Place Pipe (CIPP)	7,567.60	LF	\$	28.50	\$	215,676.60
8	10" Cured in Place Pipe (CIPP)	600.40	LF	\$	32.45	\$	19,482.98
9	12" Cured in Place Pipe (CIPP)	377.00	LF	\$	38.45	\$	14,495.65
10	Top Hatas (Lateral CIPP Liners)	54.00	EA	\$	1,312.50	\$	70,875.00
11	Service Reinstatement	70.00	EA	\$	75.00	\$	5,250.00
12	Manhole Cementitious Liner	27.00	VF	\$	325.00	\$	8,775.00
	Open Cut Stolley Park Road (credit)	-592.44	LF	\$	28.50	\$	(16,884.54)
	Grout & Pipe Repair	1.00	LS	\$	66,377.65	\$	66,377.65
	Liquidated Damages	-86.00	DAY	\$	250.00	\$	(21,500.00)
Project No. 2017-S-2B Total=						\$	404,434.34

Grand Total=						\$	790,786.45
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Additional Costs:

Alfred Benesch & Company- Engineering Services	\$158,596.37
HTS Pipe Consultants- CIPP Sample Testing	\$ 230.00
United States Postal Service- Mailings	\$ 13.70
Sheffield Tree Service- Tree Trimming @ 1616 W Stolley Park Road	\$ 285.00
RT Plumbing- 2323 W Old Lincoln Highway Sanitary Sewer Plugged	\$ 1,800.00
Midlands Contracting- 2323 W Old Lincoln Highway Reinstall Sanitary Sewer Service	\$ 1,500.00
Grand Island Daily Independent- Advertising	\$ 245.77
Sewer Rooter- Camera Sewer Line @ 720 Stolley Park Road	\$ 150.00
City of Grand Island- Public Works Engineering Services	\$ 25,723.15

Additional Costs= \$188,543.99

Total Project Cost=	\$979,330.44
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I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A and 2017-S-2B be approved.

John Collins – City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2019-305

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A certifying that The Diamond Engineering Company of Grand Island, Nebraska, for the total construction amount of \$386,352.11 and Municipal Pipe Tool Co., Inc. of Hudson, Iowa, for the total construction amount of \$404,434.34, under contract, have completed such projects for the total construction amount of \$790,786.45; and

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

WHEREAS, additional project costs equate to \$188,543.99, as shown

ADDITIONAL COSTS

Alfred Benesch & Company- Engineering Services	\$158,596.37
HTS Pipe Consultants- CIPP Sample Testing	\$ 230.00
United States Postal Service- Mailings	\$ 13.70
Sheffield Tree Service- Tree Trimming @ 1616 W Stolley Park Road	\$ 285.00
RT Plumbing- 2323 W Old Lincoln Highway Sanitary Sewer Plugged	\$ 1,800.00
Midlands Contracting- 2323 W Old Lincoln Highway Reinstall Sanitary Sewer Service	\$ 1,500.00
Grand Island Daily Independent- Advertising	\$ 245.77
Sewer Rooter- Camera Sewer Line @ 720 Stolley Park Road	\$ 150.00
City of Grand Island- Public Works Engineering Services	\$ 25,723.15

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A and 2017-S-2B, in the amount of \$979,330.44 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 8, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
October 4, 2019	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-6

#2019-306 - Approving Acquisition of 3505 West Old Potash Highway (Reece Construction Co., Inc.)

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

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

RESOLUTION 2019-306

WHEREAS, property is being acquired by the City of Grand Island from Reece Construction Co., Inc. to allow for improvements along the Old Potash Highway corridor, described as follows:

A TRACT OF LAND COMPRISING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION TWENTY-FOUR (24), SAID POINT BEING ONE THOUSAND SEVENTY-THREE AND FOUR TENTHS (1,073.4) FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE $\frac{1}{4}$); THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER (NE $\frac{1}{4}$) A DISTANCE OF SIX HUNDRED EIGHTY-SIX AND FOUR TENTHS (6846.4) FEET; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID SECTION TWENTY-FOUR (24) A DISTANCE OF FOUR HUNDRED (400.0) FEET; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER (NE $\frac{1}{4}$) A DISTANCE OF SIX HUNDRED FORTY-FOUR AND FIVE TENTHS (644.5) FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW $\frac{1}{4}$ NE $\frac{1}{4}$); THENCE EASTERLY ALONG AND UPON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW $\frac{1}{4}$ NE $\frac{1}{4}$) A DISTANCE OF SEVENTY-TWO AND SEVEN TENTHS (72.7) FEET TO THE INTERSECTION WITH THE NORTHERLY HIGHWAY RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ALONG AND UPON SAID NORTHERLY HIGHWAY RIGHT-OF-WAY LINE A DISTANCE OF FOUR HUNDRED SIXTY-FOUR AND SEVEN TENTHS (464.7) FEET; THENCE NORTHEASTERLY ALONG AND UPON THE WESTERLY HIGHWAY RIGHT-OF-WAY LINE A DISTANCE OF ONE THOUSAND NINETY-FOUR AND FOUR TENTHS (1,094.4) FEET TO THE NORTH LINE OF SAID SECTION TWENTY-FOUR (24); THENCE WESTERLY ALONG AND UPON THE NORTH LINE OF SECTION TWENTY-FOUR (24) A DISTANCE OF ONE HUNDRED FIFTY-FOUR AND FIVE TENTHS (154.5) FEET TO THE PLACE OF BEGINNING; TOGETHER WITH A PERMANENT EASEMENT AND RIGHT-OF-WAY EXTENDING WEST FORTY (40.0) FEET WIDE, ABUTTING THE WEST SIDE OF THE ABOVE DESCRIBED REAL ESTATE AS THE SOUTH END OF THE WEST LINE, AS MORE PARTICULARLY DESCRIBED IN THE EASEMENT RECORDED MAY 21, 1968 IN BOOK 17, PAGE 423, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA, IN WHICH THE GRANTORS RESERVED FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, LEGAL REPRESENTATIVES AND SUCCESSIONS THE RIGHT AT ANY TIME TO USE THE ROADWAY OR ANY GRADED, PAVED OR IMPROVED ROAD OR STREET BUILT, MAINTAINED OR CONSTRUCTED ON, OVER AND ACROSS THE FORTY (40) FOOT WIDTH OF REAL ESTATE FOR ANY LAWFUL USE OR PURPOSE.

WHEREAS, an agreement for the acquisition has been reviewed and approved by the City Legal Department.

Approved as to Form	<input checked="checked" type="checkbox"/>	_____
October 4, 2019	<input checked="checked" type="checkbox"/>	City Attorney

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 Agreement for the acquisition on the above described tract of land, in the amount of \$696,000.00, with associated closing costs.

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, October 8, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



PROPERTY ACQUISITION COUNCIL EXHIBIT



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-7

#2019-307 - Approving Purchase of One (1) VacAll AllJetVac for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: October 8, 2019

Subject: Approving Purchase of One (1) VacAll AllJetVac for the Wastewater Division of the Public Works Department

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

Background

The Wastewater Division of the Public Works Department budgeted for one (1) VacAll AllJetVac in the 2019/20/20 FY to replace a 2001 Flusher Truck, which has approximately 10,727 hours on it and is beyond its useful life. The frame on the 2001 Flusher Truck is rusting and separating, causing lots of down time and expense in repairs/rehabilitation. Over the eighteen (18) years the City has owned this truck, parts and labor for repairs and maintenance through the City's Fleet Services total \$127,844.24. The useful life of this type of equipment is seven (7) years. Each time the tank requires patching the crew has to remove it from the frame and send it to Iowa, with the patches not holding any longer resulting in constant leaks. There is also a heater on this unit that received water damage and no longer works, meaning the crew is not able to use this unit during colder weather. This piece of equipment is utilized on a regular basis to maintain the public sanitary sewer mains. Following are a few pictures of the 2001 Flusher Truck, which detail the rust/ separation that is occurring on this unit.



2001 Flusher Truck



Leakage of water tank



Rust/separation of frame



Damaged heater



Water tank leaking patch

The 2001 Flusher Truck will be sold upon receipt of the new VacAll AllJetVac.

Discussion

The new unit has a lifetime guarantee on the water tank, debris body, and air separator, and is anticipated to be kept in our fleet for a number of years. The pumps are similar to others currently in use, making it more cost efficient to repair and maintain. The placement of the water pump is a key issue as well, which makes it easier for the City garage to perform maintenance on this piece of equipment.

To meet competitive bidding requirements, the Wastewater Division obtained contract pricing from Sourcewell (formerly National Joint Powers Alliance Buying Group (NJPA) through Contract No. 122017-GRD issued to Gradall Industries, Inc. of New Philadelphia, Ohio. Such piece of equipment, with no exceptions, has a total net price of \$284,554.64. There are sufficient funds for this purchase in Account No. 53030054-85625.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of one (1) VacAll AllJetVac from Gradall Industries, Inc. of New Philadelphia, Ohio in the total amount of \$284,554.64.

Sample Motion

Move to approve the resolution.

RESOLUTION 2019-307

WHEREAS, the Sourcewell cooperative purchasing (formerly National Joint Powers Alliance Buying Group (NJPA)) was utilized to secure competitive bids for one (1) new VacAll AllJetVac for the Wastewater Division of the Public Works Department; and

WHEREAS, the Sourcewell Contract No. 122017-GRD was awarded to Gradall Industries, Inc. of New Philadelphia, Ohio; and

WHEREAS, the Public Works Department has recommended the purchase of a VacAll AllJetVac from Gradall Industries, Inc. for a purchase prices of \$284,554.64; and

WHEREAS, the funding for such vehicle is provided in the 2019/2020 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new VacAll AllJetVac from Gradall Industries, Inc. of New Philadelphia, Ohio in the amount of \$284,554.64 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 8, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
October 4, 2019	▣ City Attorney



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-8

**#2019-308 - Approving Purchase of One (1) 2020 Model 90,000
GVW Conventional Truck-Tractor for the Solid Waste Division of
the Public Works Department**

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: October 8, 2019

Subject: Approving Purchase of One (1) 2020 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department

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

Background

The Solid Waste Division budgeted for one (1) 2020 Model 90,000 GVW Conventional Truck-Tractor in the 2019/2020 FY to replace a 2013 Freightliner CA 113, which has approximately 6,929 hours. This piece of equipment is utilized on a daily basis for hauling solid waste from the transfer station to the landfill for disposal.

The current truck-tractor unit will be traded in for the new piece of equipment.

Discussion

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) with Resolution 2014-326, which is now known as Sourcewell.

To meet competitive bidding requirements, the Solid Waste Division obtained pricing from the Sourcewell Contract No. 081716-NVS awarded to Hansen International Truck, Inc. of Grand Island, Nebraska.

Public Works staff is recommending the purchase of one (1) 2020 Model 90,000 GVW Conventional Truck-Tractor from Hansen International, Inc. in the amount of \$119,864.33, accounting for a \$24,000.00 trade-in of the current piece of equipment, the final purchase price is \$95,864.33. Following is a picture of the 2013 Freightliner CA 113 truck-tractor that is to be traded.



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 one (1) 2020 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division in the amount of \$119,864.33, minus \$24,000.00 trade-in of the current piece of equipment, resulting in the final purchase price of \$95,864.33.

Sample Motion

Move to approve the resolution.

RESOLUTION 2019-308

WHEREAS, the National Joint Powers Alliance Buying Group, now known as Sourcewell, was utilized to secure competitive bids for one (1) 2020 Model 90,000 GVW Conventional Truck-Tractor by the Solid Waste Division of the Public Works Department; and

WHEREAS, the Sourcewell Contract No. 081716-NVS was awarded to Hansen International, Inc. of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of one (1) 2020 Model 90,000 GVW Conventional Truck-Tractor from Hansen International, Inc. of Grand Island, Nebraska in the amount of \$119,864.33, minus \$24,000.00 trade-in of the current piece of equipment, resulting in the final purchase price of \$95,864.33.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 2020 Model 90,000 GVW Conventional Truck-Tractor from Hansen International, Inc. is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 8, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item G-9

#2019-309 - Approving Bid Award for One (1) Used Medium Tracked Dozer for the Solid Waste Division of the Public Works Department

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: October 8, 2019

Subject: Approving Bid Award for One (1) Used Medium Tracked Dozer for the Solid Waste Division of the Public Works Department

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

Background

On September 6, 2019 the Solid Waste Division of the Public Works Department advertised for one (1) Used Medium Tracked Dozer. This machine will be a backup piece of equipment that is used at the landfill for pushing and spreading solid waste and cover material at the landfill in the event that the main dozer is down due to servicing and/or repairs. There has never been a backup dozer at the landfill, and should the main dozer be down for repairs for an extended period of time it would become necessary to shut the landfill down without having the backup dozer. This backup dozer will also be used for dirt work applications at the landfill so that the main dozer can always be utilized at the working face pushing and spreading solid waste and cover material at the end of the day.

Funds for such equipment are in the approved 2019/2020 budget.

Discussion

Two (2) vendors submitted proposals for one (1) Used Medium Tracked Dozer. Marcel Equipment Limited of Ontario, Canada was selected as the top vendor based on the pre-approved selection criteria for a total price of \$270,000.00.

- Conformance to preferred characteristics--- 60%
- Price----- 20%
- Warranty offered----- 20%

This machine will replace the 2015 Caterpillar D7E dozer, which has approximately 10,900 hours on it and will be sold at auction.



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 one (1) Used Medium Tracked Dozer from Marcel Equipment Limited of Ontario, Canada for the total price of \$270,000.00.

Sample Motion

Move to approve the purchase.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSALS
FOR
GRAND ISLAND REGIONAL LANDFILL –
ONE (1) USED MEDIUM TRACKED DOZER (RE-BID)**

RFP DUE DATE: September 24, 2019 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: September 6, 2019

NO. POTENTIAL BIDDERS: 5

PROPOSALS RECEIVED

NMC, Inc.
Doniphan, NE

Marcel Equipment Limited
Ontario, Canada

cc: John Collins, Public Works Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Jeff Wattier, Solid Waste Superintendent

P2154

RESOLUTION 2019-309

WHEREAS, the City Of Grand Island invited sealed proposals for one (1) Used Medium Tracked Dozer for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on September 24, 2019 proposals were received, opened and reviewed; and

WHEREAS, Marcel Equipment Limited of Ontario, Canada submitted a proposal in accordance with the terms of the advertisement, specifications, and all other statutory requirements contained therein, at a total price of \$270,000.00; and

WHEREAS, the proposal of Marcel Equipment Limited meets all of the specifications and score the highest upon evaluation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Marcel Equipment Limited of Ontario, Canada, at a total price of \$270,000.00, for one (1) Used Medium Tracked Dozer is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 8, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
October 4, 2019	▣ City Attorney



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item I-1

#2019-310 - Consideration of Approving Preliminary Concept of Densel's Dream Sculpture at Highway 281 and South Webb Road

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: October 8, 2019

Subject: Densel's Dream – Sculpture at U.S. Highway 281 and South Webb Road

Presenter(s): Jerry Janulewicz, City Administrator

Background

Grand Island Partnership for the Arts (GIPA) is seeking preliminary approval from the City Council for the City's acquisition of a parcel of land 0.373 acres in size from the Nebraska Department of Transportation (NDOT). If transfer of the property is requested and accepted by the City, GIPA would commission and place a sculpture, "Denzel's Dream", upon the site. An image of the proposed piece and information from the artist is attached. The proposed site is located immediately north of the intersection of U.S. Highway 281 and South Webb Road. If requested by the City, NDOT would convey the land to the City for highway beautification purposes with the deed containing use limitations.

Discussion

The proposed site is highway right-of-way within the City's municipal boundaries. As such, mowing is currently the responsibility of the city pursuant to an agreement with NDOT. When developed by placement of the sculpture, GIPA anticipates the site will present no greater maintenance burden to the city than what is currently required, which is minimal mowing to road right-of-way standards.

GIPA is requesting that the City Council approve the project concept. Final approval and a request for transfer of the site to the City would be considered by council at a later time and upon the following conditions:

1. GIPA has secured sufficient funds in cash, grants and pledges all project expenses and an endowment fund for future expenses.
2. GIPA and City have executed an acceptable license agreement addressing site development, future maintenance, utilities, and related issues.

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 request.

Sample Motion

Move to approve the resolution.

Mission Statement for Grand Island Partnership for the Arts

The mission of the Grand Island Partnership for the Arts is to enhance the quality of life in our community, inspire a passion for the arts and elevate the economic vitality of Grand Island by facilitating the advancement of high quality public art accessible to all residents and visitors.

GRAND ISLAND PARTNERSHIP FOR THE ARTS (GIPA)

Densel had a vision for a piece of property, currently owned by the State of Nebraska. It is triangular shaped and lies north of where Webb Road connects to Highway 281, just south of Home Federal, Snow's Floral and other businesses. Densel believed this would be an excellent place to feature some sort of art for those entering Grand Island from the south. He felt in its current state it was something of an eyesore and could be used in a far more creative way. Densel presented this idea in his acceptance speech after receiving the Man of the Year Award in 2006, hence our title: Densel's Dream.

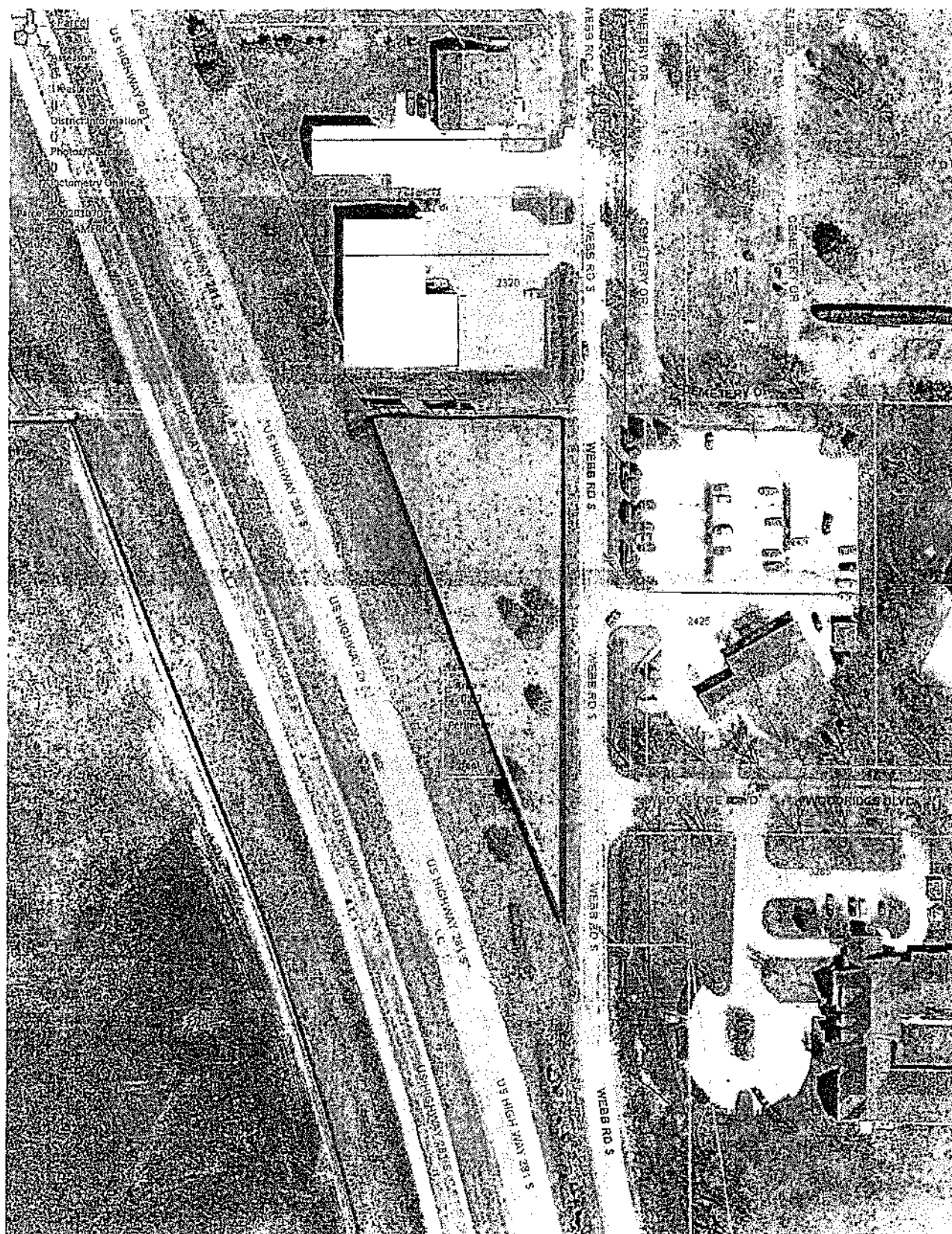
The State of Nebraska was contacted in the fall of 2018 and the process begun to transfer ownership from the State to the City of Grand Island. The transfer is nearly complete so access to the ground should occur shortly. The City would then permit a sculpture, honoring Densel Rasmussen, to be installed.

Fundraising for Densel's Dream should begin soon. The cost of the project, including site work, lighting and low maintenance landscaping is estimated to be about \$520,000. We believe Densel's contributions to our community is worth every penny and more.

The Piece will be lit at night with LEDs and is a combination of materials: aluminum, stainless steel and acrylic. Maintenance should be minimal to lessen the burden on City Crews.

This sculpture will enhance our city's entrance, increase our public art offerings and honor our own Densel Rasmussen.





City of Grand Island, NE

<https://grandislandnc.map.becherc.net/>

8/28/2018

Information about Densel's Dream

The artist is Matthew Placzek, a Grand Island native. He has done many sculptures thru out the US and even some foreign countries. His



website is <https://www.placzekstudios.com>,

Densel's Dream is 50 feet in length, 14.5 feet tall and about 9 feet wide (deep). The materials are aluminum, acrylic and stainless steel, that have special patinas (colors) and they will not fade much with time. The design has been tested by an engineer for wind and all is well. It won't blow over unless it is a tornado. From an email from Matthew: "The materials used in the sculptures will be aluminum and stainless steel, for the grasses and the cattails. The sculpture design will be subject to a structural engineer's testing and will be designed accordingly. The usual rating for this area of country is about 90 mph. The piece will be painted with industrial epoxy two part paint. The paint has a high UV rating and will be painting these in the studio. I would like the cranes to incorporate the dichroic acrylic. However, we can explore other materials, such as a colored acrylic. I have used the colored acrylic in many installations. As far as the hail question, like any material, it has the possibility of damage. The possibility of metal denting is very minimal, as it will be a substantial thickness. The paint is extremely durable, so I would rely on this also. I have many pieces painted with this material and haven't had any problems thus far."

Cost is 525,000 dollars for site work and sculpture, landscaping (minimum maintenance so there will be less maintenance for the city then there is presently.

Grand Island Partnership for the Arts

RESOLUTION 2019-310

WHEREAS, Grand Island Partnership for the Arts (GIPA) desires that the City of Grand Island make a request to the Nebraska Department of Transportation for a transfer of the following real estate to the City for highway beautification purposes, to wit:

A tract of land being part of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-five (25), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska and more particularly described as follows:

Commencing at the Northeast Corner of Section 25-11-10, thence on an assumed bearing of S01°34'22"E along the East line of the Northeast Quarter (NE1/4), a distance of 1319.09 feet to a point being the East 1/16 corner of the Northeast Quarter (NE1/4) of Section 25-11-10, said point being the point of beginning, thence continuing S01°34'22"E along said East line of the Northeast Quarter (NE1/4) a distance of 549.0 feet to a point of curvature, said point also being the easterly right-of-way line of U.S. Highway 281; thence around a curve in a clockwise direction, along said easterly right-of-way line, with a delta angle of 05°14'47", having a radius of 3019.79 feet, an arc length of 276.51 feet and a chord bearing N19°51'28"W with a chord distance of 276.42 feet; thence N22°22'06"W along said easterly right-of-way line, a distance of 305.10 feet; thence N88°15'55"E a distance of 195.40 feet to the point of beginning. Said tract contains a calculated area of 51,201.23 square feet or 1.175 acres more or less of which 0.373 acres are road right of way;

and

WHEREAS, GIPA is seeking donations, grants and pledges for the commissioning, creation, installation, and continued maintenance of an art work entitled "Denzel's Dream" to be installed upon the above-described tract; and

WHEREAS, the City Council desires signify its approval of the "Denzel's Dram" project concept with final Council approval contingent upon satisfaction of the following conditions:

1. GIPA has secured sufficient funds in cash, grants and pledges to satisfy all project expenses and an endowment fund for future expenses.
2. GIPA and City have executed an acceptable license agreement addressing site development, future maintenance, utilities, and related issues.

Approved as to Form	□
October 4, 2019	□ City Attorney

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

1. The project concept “Denzel’s Dream” is approved.
2. Final project approval and City’s request to NDOT for site transfer will be considered by Council upon satisfaction of the following conditions:
 - a. GIPA has secured sufficient funds in cash, grants and pledges to satisfy all project expenses and an endowment fund for future expenses.
 - b. GIPA and City have executed an acceptable license agreement addressing site development, future maintenance, utilities, and related issues.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 8, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 8, 2019

Council Session

Item J-1

Approving Payment of Claims for the Period of September 25, 2019 through October 8, 2019

The Claims for the period of September 25, 2019 through October 8, 2019 for a total amount of \$3,346,737.68. A MOTION is in order.

Staff Contact: Patrick Brown