



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-5

#2013-379 - Approving Supplemental Agreement No. 4 with NDOR and Olsson Associates for Right-of-Way Appraisal and Acquisition Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

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

Council Agenda Memo

From: Scott Griepentstroh, Project Manager

Meeting: November 26, 2013

Subject: Approving Supplemental Agreement No. 4 with NDOR and Olsson Associates for Right-of-Way Appraisal and Acquisition Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-5

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

On May 24, 2011, by Resolution No. 2011-124 the City of Grand Island and the Nebraska Department of Roads (NDOR) entered into an agreement for the Capital Avenue Widening – Webb Road to Broadwell Avenue project. This agreement specified the various duties and funding responsibilities of this Federal-Aid project. The agreement required that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

On September 27, 2011, by Resolution No. 2011-283 the City entered into an agreement with Olsson Associates for engineering consulting services for the project. The work was to be performed at actual costs with a maximum amount of \$354,124.45, plus a fixed-fee-for-profit amount of \$44,912.99, for a total agreement amount of \$399,037.44. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

On February 26, 2013, by Resolution No. 2013-53 the City Council approved Supplemental Agreement No. 1 with Olsson Associates for additional engineering consulting services for the project. The fixed fee amount was increased from \$44,912.99 to \$46,578.62, an increase of \$1,665.63. Actual costs were increased from \$354,124.45 to \$387,316.28, an increase of \$33,191.83. The total agreement was increased from \$399,037.44 to \$433,894.90, an increase of \$34,857.46.

On March 12, 2013, by Resolution No. 2013-63 the City Council approved Supplemental Agreement No. 2 with Olsson Associates for additional engineering consulting services for the project. The fixed fee amount was increased from \$46,578.62 to \$49,780.08, an increase of \$3,201.46. Actual costs were increased from \$387,316.28 to \$412,525.82, an increase of \$25,209.54. The total agreement was increased from \$433,894.90 to \$462,305.90, an increase of \$28,411.00.

At tonight's City Council meeting, approval for Supplemental Agreement No. 3 with Olsson Associates for additional engineering consulting services is being requested. The fixed fee amount will be increased from \$49,780.08 to \$57,118.03, an increase of \$7,337.95. Actual costs will be increased from \$412,525.85 to \$476,099.28, an increase of \$63,573.43. The total agreement will be increased from \$462,305.90 to \$533,217.28, an increase of \$70,911.38.

This project will receive federal funding through the Surface Transportation Program (STP), which has typically been applied on an 80/20 basis. However, due to changes brought about by the new federal highway bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21), federal funding for all right-of-way costs has been capped at \$150,000.00. Reference is made to Resolution 2013-141 approved by City Council on May 14, 2013.

Discussion

The law governing acquisition and relocation on federally assisted projects is Public Law 91-646; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called the Uniform Act. The procedures to comply with this Act are found in Section 49, Part 24 of the Code of Federal Regulations. On federally funded transportation projects requiring acquisition of right-of-way, Local Public Agencies are required to present to the Nebraska Department of Roads a Right-of-Way Certificate that certifies property was acquired in accordance with the Uniform Act.

As per the *Right-of-Way Acquisition Guide for Local Public Agencies*, formal property valuation documents are required for each parcel to be acquired. On the Capital Avenue widening project, valuation documents for 23 tracts must be prepared by qualified appraisers who are on the current NDOR Approved Appraiser List. Acquisition services must also be completed by approved qualified negotiators.

As per the original scope of services, "Additional Right of Way services: Legal surveys and easement exhibits, full title searches, appraisals services and negotiation services will be amended to the contract when right of way design is complete." The agreement for preliminary engineering services with Olsson Associates and the City is being supplemented to allow for appraisal and negotiation services for acquiring the right-of-way and easements required for the roadway improvement in accordance with the Uniform Act and NDOR policies.

With reference to Supplemental Agreement No 3, the original agreement is amended and the fixed-fee-for-profit will be increased from \$57,118.03 to \$57,672.03, an increase of \$554.00. Actual costs will be increased from \$476,099.28 to \$572,056.28, an increase of \$95,957.00. The total agreement amount will be increased from \$533,217.28 to \$629,728.28, an increase of \$96,511.00 which the Consultant must not exceed without the prior written approval of the City.

The total, current estimate for all costs associated with acquisition of right-of-way and easements for roadway construction is \$280,012.00. Due to the federal funding cap, the City's participation in costs will be 20% of \$150,000 or \$30,000, and 100% of the costs exceeding \$150,000.00 or \$130,012.00, a total of \$160,012.00.

Olsson Associates is on schedule for completion and submittal of final plans to NDOR in January of 2014. Acquisition of right-of-way and easements is planned to be completed in July of 2014. Relocation of utilities is anticipated to begin in 2014. Construction is anticipated to begin in 2015.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the Supplemental Agreement No. 4.

Sample Motion

Move to approve the resolution.

SUPPLEMENTAL AGREEMENT #4

CITY OF GRAND ISLAND
OLSSON ASSOCIATE, INC.
PROJECT NO. URB-5436(5)
CONTROL NO. 42707
CAPITAL AVE, WEBB RD – BROADWELL AVE

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Olsson Associates, Inc. hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BK1185 executed by the Consultant on September 21, 2011 and executed by the LPA on September 27, 2011, hereinafter referred to as the "Original Agreement", and a supplemental agreement executed by the Consultant on March 11, 2013 and by the LPA on February 26, 2013, hereinafter referred to as "Supplemental Agreement No. 1", and a supplemental agreement executed by the Consultant on March 19, 2013 and by the LPA on March 12, 2013, hereinafter referred to as "Supplemental Agreement No. 2", and a supplemental agreement executed by the Consultant on _____ and by the LPA on _____, hereinafter referred to as "Supplemental Agreement No. 3", providing for engineering services for Project No. URB-5436(5), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement, Supplemental No.1, Supplemental No. 2, Supplemental No. 3 an additional Supplemental No. 4 will be added under this agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the designation of Project No. URB-5436(5), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2013, attached and identified as EXHIBIT "A" and made a part of this agreement, and

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

SECTION 1. The State will issue the LPA a written Notice-to-Proceed upon full execution of this agreement. Any additional work or services performed by LPA on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional Right-of-Way work, which is stipulated in the attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 6 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$57,118.03 to \$57,672.03, an increase of \$554.00.

Actual costs are increased from \$476,099.28 to \$572,056.28, an increase of \$95,957.00. The total agreement amount is increased from \$533,217.28 to \$629,728.28, an increase of \$96,511.00 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement on Project No. URB-5436(5), executed by the Consultant on September 21, 2011, and executed by the LPA on September 27, 2011 and Supplemental Agreement No. 1, Supplemental Agreement No. 2 and Supplemental No.3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this _____ day of _____, 2013.

OLSSON ASSOCIATES, INC.
Randall J. Kaster, P.E.

Principal

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

EXECUTED by the LPA this _____ day of _____, 2013.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2013.

Clerk

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

Date

Supplemental Agreement 4

Project Name: Capital Avenue - Webb Rd to Broadwell Ave
Project Number: URB-5436(5)
Control Number: 42707
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Matt Rief
Phone/Email: mrief@oaconsulting.com
LPA Responsible Charge: Scott Griepenstroh
Phone/Email: scottg@grand-island.com
NDOR Project Coordinator: Glen Steffensmeier
Phone/Email: glen.steffensmeier@nebraska.gov
Date: November 15, 2013

LPA:

City of Grand Island

	Snr Project Engineer	Admin					TOTALS
1. Project Management							
Appraiser, Reviewer, and Acquisition Contract							
A. Coordination	30.0	10.0					40.0
Subtotal (Hours)	30.0	10.0	0.0	0.0	0.0	0.0	40.0
	Hours		\$/Hour				
Senior Engineer	30.0		\$46.00		\$1,380		
Administration	10.0		\$20.75		\$208		
			Direct Labor Subtotal:		\$1,588		
			Overhead @ 170.67%:		\$2,709		
			Total Labor Costs		\$4,297		
			Fixed Fee @ 12.90%		554		
Direct Costs				Amount			
Title Reports (assume 6 updates at \$150/each)				\$900			
Half Size Plots				\$150			
Postage				\$50			
Copies				\$150			
Appraisal Services - Steve Medill				\$23,200			
Appraisal Review - Gary Hassebrook				\$8,580			
Acquisition Services - Midwest Right of Way				\$58,630			
Total Direct Costs:					\$91,660		
Total Estimated Fees:					\$96,511		

Exhibit "B"

1 of 35

APPRAISAL SERVICES CONTRACT

This agreement, entered into this _____ day of November, 2013, by Olsson Associates, (herein called "Project Representative" for City of Grand Island, herein called "Local Public Agency") and Steve Medill, (herein called "Appraiser") agrees:

In return for the total fee of \$23,200, as itemized in Appendix C, it is agreed that the Appraiser will furnish to the Project Representative valuation documents in accordance with the Appraisal Services Specifications, of which a copy is attached and made a part of this contract. These valuation documents will be used in connection with the acquisition of right of way for:

Project: URB-5436(5)
C. N.: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

An additional fee will be negotiated with the Appraiser for each additional parcel added to this contract.

The fee for supplemental or revised valuation documents, as a result of changes in the taking caused by the Project Representative or Local Public Agency, will be negotiated with the Appraiser.

Appraiser shall submit invoices by the end of the month to the Project Representative based on percentage complete of the Appraiser's Consultant's Scope of Services. Appraiser's reimbursable expenses for this Project are included in the fixed fee set forth above.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Project Representative will determine the final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the Project Representative, the Appraiser's services are unsatisfactory, or because of the Appraiser's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Appraiser's disability or death. In such an event, the work, which has been completed, when the notice of termination is given by the Project Representative, becomes the property of the Local Public Agency. The Project Representative shall arbitrate settlement for the completed work.

The Appraiser, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Project Representative, Local Public Agency, the Nebraska Department of Roads and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be at an hourly rate of \$125/hour plus reimbursable expenses.

All expenses incurred by the Appraiser are considered to be their liability and are not to become an expense to the Project Representative or Local Public Agency except as provided for in this agreement.

The Appraiser agrees to furnish the completed valuation assignment to the Local Public Agency on or before January 17, 2014. Supplemental or revised valuation reports caused by the

Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Appraiser that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$75 per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, of \$23,200 for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion date of January 17, 2014 will be only by mutual written agreement between the parties of this contract.

The Appraiser warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Appraiser, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract, except for paragraph III, subparagraph O, of the Appraisal Services Specifications. For breach or violation of this warranty, the Project Representative shall have the right to annul this contract without liability.

The Appraiser agrees that they will prepare the valuation reports of the property involved independent of any other Appraiser employed by the Local Public Agency in the same work and that they will not furnish to any other person or persons, except on proper order of court, a copy of the valuation reports or the information contained therein. The restriction, however, does not imply that the Appraiser may not use information obtained in the completion of the valuation reports in the course of their usual profession.

The valuation reports are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is understood and agreed that law, regulations, or economic conditions may subsequently affect the value fixed by the Appraiser in their report and that same is valid only for a reasonable time after submission.

It is agreed that each party hereto will furnish any available information in its possession to the other upon request, if such information be necessary to the terms of this contract.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Appraiser as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Appraiser agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Appraiser this day of November, 2013.

Witness

Appraiser

EXECUTED by Olsson Associates this day of November, 2013.

**Project Representative
Olsson Associates**

APPROVED:

Authorized Signature

APPRAISAL SERVICES SPECIFICATIONS

I. INTRODUCTION

Olsson Associates, being Project Representative for the City of Grand Island, will receive proposals for appraisal services for:

Project: URB-5436(5)
CN: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

The work required for this project is described in this document and as noted in Appendix A, B and C.

We anticipate a starting date of December 2, 2013 with a suggested completion date of January 17, 2014.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix C. In addition, also indicate the date you expect to start and complete the requested services. Further, appendix C shall be signed and dated in the space provided.

II. MATERIALS AND INFORMATION TO BE FURNISHED BY THE PROJECT REPRESENTATIVE

- A. Upon acceptance of an appraisal services contract, Olsson Associates will furnish the following materials and information as applicable:
 - 1. Ownership information containing the following:
 - a. Legal description of property.
 - b. Date and type of instrument.
 - c. Consideration involved in the instrument.
 - d. Revenue stamps, if any.
 - e. Grantor and grantee's name.
 - 2. Plat or plans or both showing limits of each separate tract to be valued outlined in color or legend, also showing sufficient topography to locate alignment. Stakes on the ground will be furnished for site visit.
 - 3. Limits and areas of right of way or easements to be taken.
 - 4. Individual Parcel Identification Number.
 - 5. Information regarding surveys will be furnished upon request.

III. SCOPE OF WORK TO BE DONE BY APPRAISER

- A. The Appraiser will furnish the following:
 - 1. Four copies of project reports.

2. Four copies of each individual parcel valuation report.
- B. The project report shall include the following information:
1. Title Page.
 2. Table of contents.
 3. City data on urban projects, county or regional data on rural projects.
 4. Neighborhood data.
 5. Location map.
 6. Zoning map and ordinance, if applicable.
 7. Comparable sales map.
 8. Comparable rental map, if applicable.
 9. Index of comparable sales and rentals.
 10. Comparable sales and rentals.
 11. References.
 12. Limiting conditions.
 13. Appraiser's qualifications.
- C. Formal, written valuation reports are required for each parcel of land to be acquired or damaged, unless donated. These will be in the form of either a "Compensation Estimate", "Short Form" appraisal report, or a "Before and After" narrative appraisal report.
1. Compensation Estimate

A "Compensation Estimate" can be used for uncomplicated acquisitions, where only the part taken need be valued. Total compensation, exclusive of fence relocation and/or construction based on the current Nebraska Department of Roads approved fencing schedule, must not exceed \$10,000. Damages must be nominal or simple "cost to cure" items supported by written contractors estimate. The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at www.dor.state.ne.us/roway/. Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-2.

The Compensation Estimate is not considered an appraisal under the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by The Appraisal Foundation and adopted by the Nebraska Real Estate Appraiser Board. This Compensation Estimate is prepared

under a waiver of appraisal provision authorized by Federal Highway Administration guidelines, 49 CFR24, 102(c) (2). As such, the Jurisdictional Exception Rule of USPAP is invoked for Compensation Estimates.

A Compensation Estimate must contain the following elements.

- a. Project and parcel number.
- b. Owners name and property address, from the public records.
- c. Description, location and area of property to be acquired.
- d. Photos of part acquired.
- e. Determination of value and basis therefore.
- f. Statement of value of property being acquired broken down as to land and improvements.
- g. Data supporting land value and "cost of cure" items.
- h. Effective date of valuation, date of estimate, appraiser's signature and certification.

2. Short Form Appraisal

"Short Form" appraisals may be used for uncomplicated, whole or partial acquisitions where the highest and best use of the property is its present use and not changed by the acquisition and which are anticipated to exceed \$10,000 exclusive of fence relocation and/or fence reconstruction. Only one approach, usually the sales comparison method is applicable. Damages must be nominal or of the "cost to cure" type.

The "Short Form" Appraisal must contain the elements listed for a "Compensation Estimate" plus the following:

- a. Statement of assumptions and limiting conditions.
- b. Purpose of appraisal and property rights appraised.
- c. Five-year Sales History.
- d. Description of property including highest and best use, area, neighborhood, site and improvement data, photos of property affected, maps, plats and plans.
- e. Log of meetings with property owner and/or their designated representative.
- f. Indication of comparable sales and direct comparison to subject property and complete comparable sales analysis.
- g. Explanation of acquisition, damages, and benefits.

The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at www.dor.state.ne.us/roway/. Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-3.

3. Detailed (Before & After) Appraisal

Standard "Before and After" appraisals shall be used in those instances when the acquisition is of a complicated nature, or causes a diminution of value to the remainder.

A detailed (Before & After) Appraisal shall contain the following elements in a format similar to the following.

- a. Letter of Transmittal
- b. Salient Facts
 - (1) Project Number
 - (2) Tract Number
 - (3) Property Address
 - (4) Recorded Ownership
 - (5) Legal Description
 - (6) Tenant and Lease Data
 - (7) Highest and Best Use (Before & After)
 - (8) Zoning
 - (9) Tax and Assessment Data
 - (10) Sales History
 - (11) Purpose of Appraisal
 - (12) Function of Appraisal
- c. Log of meetings with property owner and/or their or her representative.
- d. Property Description
 - (1) Land (size, shape, topography, utilities, soil conditions, accessibility, etc.)
 - (2) Improvements (size, age, condition, number of rooms and all items necessary to properly describe).
- e. Land Valuation
- f. Value of Whole Property Before Taking
 - (1) Cost Approach
 - (2) Sales Comparison Approach
 - (3) Income Capitalization Approach
 - (4) Correlation
- g. Description and Effect of Taking
- h. Value of Part Taken
- i. Value of Remainder Before Taking
- j. Value of Remainder After Taking
 - (1) Cost Approach
 - (2) Sales Comparison Approach
 - (3) Income Capitalization Approach
 - (4) Correlation
- k. Damages
- l. Summary and Breakdown of Taking and Damages

- m. Leasehold Interests
- n. Addenda

- (1) Property Plat
- (2) Floor Plans
- (3) Photos
- (4) Sales and Rental Data (if not in Basic Data Report)
- (5) Sales Map (if not in Basic Data Report)
- (6) Appraiser's Certificate – See Appendix "B"

The above is intended as a guide and all items may or may not be necessary in all situations. At other times, supplemental data or headings may be required.

- D. Change in Valuation Caused by the Public Improvement. Any decrease or increase in the fair market value, prior to the date of valuation and caused by the public improvement for which such property is being acquired; or by the knowledge that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, shall be disregarded when estimating the value of the real property being appraised.
- E. Documentation
 - 1. The "Before and After" method of valuation, as interpreted by State law, shall be used in partial acquisition except where it is obvious there is no damage to the residue land or improvements. These exceptions are noted and identified in Appendix C.
 - 2. The appraisal shall include all applicable approaches to value both "Before and After" value estimate. If an approach is not considered applicable, the appraiser shall so state with a short explanation as to why. All pertinent calculations used in developing these approaches shall be shown.
 - a. Where the cost approach is utilized, the appraisal report shall contain the specific source of cost data and an explanation of each type of accrued depreciation. The basis for this depreciation estimate must be included as a part of the approach.
 - b. In the market approach, the appraisal report must contain a direct comparison of pertinent comparable sales to the property being appraised. The appraiser shall include a statement setting forth their analysis and reasoning for each item of adjustment to comparable sales. A dollar amount or percentage amount adjustment shall be made for each non-comparable element requiring adjustment.
 - c. Where the income approach is used, there shall be documentation to support the income, expenses, interest rate, remaining economic life, and capitalization rate. Where it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.

- d. Where two or more approaches to value are used, the appraisal shall show the correlation of the separate indications of value derived by each approach along with a reasonable explanation for the final conclusion of value. This correlation shall be included for both before and after appraisals.
3. Special benefits shall be offset against the value of the damages to the remainder in accordance with State law. The after value appraisal shall eliminate any consideration of damages that are not compensable or benefits not allowable under State law, even though they may, in fact, exist in the ultimate value of the remaining property in the market. In case of doubt, a State legal ruling should be secured.
4. The appraisal of the after value shall be supported to the same extent as the appraisal of the before value. This support shall include one or more of the following:
 - a. Sales comparable to the remainder properties.
 - b. Sales of comparable properties from which there have been similar acquisitions or takings for like usages.
 - c. Development of the income approach on properties that show economic loss or gain as a result of similar acquisitions or takings for like usages.
 - d. Indications from severance damage studies as related to similar takings.
 - e. If the data described in (1) through (4) are not available, the appraisal shall so state and give the appraiser's reasoning for their value estimate.
5. The difference between the before and after appraisal will represent the value of the property being acquired, including the damages and benefits to the remainder. The appraiser shall in the appraisal analyze and tabulate the difference showing a reasonable allocation to land, improvements, damages and benefits. The following general outline should be followed:
 - a. Value of Whole Property.
 - b. Value of Part Taken.
 - c. Value of Remainder as of Before Taking.
 - d. Value of Remainder as of After Taking.
 - e. Damages and/or Special Benefits {Difference between item (3) and (4)}.
 - f. Allocation of Taking & Damages and/or Special Benefits.
6. All valuation reports shall include identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property.
7. Valuation reports for whole takings shall contain a sketch or plat of the property showing boundary dimensions, location of improvements and other significant features of the property. For partial takings the sketch or plat shall

also show the area to be acquired, relation of improvements to the taking area and area of each remainder.

8. Each valuation report shall contain or make reference (when separate project report is furnished) to the comparable sales that were used in arriving at the market value estimate. The comparable sale data shall contain the following information:
 - a. Date of Sale.
 - b. Names of the parties to the transaction.
 - c. Consideration paid.
 - d. Financing and how it affected the sales price. If the Appraiser is unable to verify the financing and conditions of sale from the usual sources, such as buyer, seller, broker, attorney, or escrow company or any person having knowledge of these factors, he/she shall so state giving the reason or reasons.
 - e. Conditions of the sale.
 - f. Personal verification of the sale, with whom and when.
 - g. Location.
 - h. Total area.
 - i. Type of improvements.
 - j. Highest and best use at time of sale.
 - k. Zoning at time of sale.
 - l. Identified photographs of all principal above ground improvements or unusual features affecting the value of the comparable.
 - m. Any other data pertinent to the analysis and evaluation of the sale.
 9. All property valued and the comparable sales which were relied upon in arriving at the market value estimate shall be personally inspected in the field by the Appraiser and all dates of inspection shall be shown in either the project or individual parcel valuation report, whichever is appropriate.
 10. Each valuation report shall contain the date of the Appraiser's signature and the date of valuation.
 11. The property owner or their representative shall be given the opportunity to accompany the Appraiser during the Appraiser's inspection of the property and a report of such inspection shall be made a part of the appraisal report as per Section II, C, 4, C of these specifications.
- F. In every case, unless specified otherwise, the purpose of the valuation document is to express and support the Appraiser's estimate of fair market value as determined through the use of standard valuation processes. In addition, three important facts must be kept in mind.
1. Nebraska Department of Roads Review Appraisers and possibly Federal Highway Administration officials may review the valuation report.
 2. The valuation document will also be used to properly inform the negotiator of all pertinent facts prior to negotiation with the property owner. Such items as comparable sales must be well selected, verified and accurately reported so that

the negotiator may use them in negotiations and even take the property owner to see them if it becomes necessary to do so.

3. The valuation document and the project report may be distributed to the owner of the property as a part of the negotiation process.
- G. The Appraiser shall testify in court if required and shall defend the Compensation Estimate or Appraisal in the court testimony if the date of taking is within a reasonable time after the date of Compensation Estimate or Appraisal.
- H. The Appraiser shall determine if the property is leased and value the lease to determine the lessor and lessee's interest, justify these interests, if they exist, and compute the damages to these interests as part of the total damages.
- I. Any tenant-owned building, structure, or other improvement, which would be considered to be real property if owned by the owner of the real property on which it is located, shall be considered to be real property and shall be appraised as such to determine its fair market value. This shall include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term.
- J. In appraising income-producing property that contains personal property owned by the owner of the real estate, the income of the personal property will not be considered a part of the gross income of the real property. Therefore, the Appraiser is required to show a deduction from the gross income, the amount the personalty contributes to the gross income.
- K. The following is a list of non-compensable items which the Appraiser agrees to review and also the Appraiser agrees that damages will not be estimated based upon these non-compensable items as listed in the tracts under this contract.
 1. Loss of profits or business.
 2. An option does not constitute an interest in land requiring compensation where it has not been exercised.
 3. Circuitry of travel by reason of the blocking of existing county roads is not compensable where it is a damage suffered in common with the public generally.
 4. The placing of medians in the center of a street or thoroughfare does not entitle the owner to damages inasmuch as this is in accordance with the police power even though right of way is acquired at the same time.
 5. In computing damages or assessing damages for property taken containing valuable deposits of minerals, sand, gravel, or other types of materials, the land must be valued considering the potentialities that it has and the minerals it contains as land and cannot be valued on a yards time price basis of the quantity of minerals contained.
 6. Damages arising by reason of the police power or exercise thereof are not compensable.

7. Damages during the period of constructions such as noise, dust, inability of customers to conveniently get the owner's property, the closing off of street and detour of traffic are not compensable.
 8. Damages by reason of the loss of anticipated profits that the owner claims that could have made had they been allowed to continue the use of the property are not compensable.
- L. When severance damages are estimated, the Appraiser will support the damages by use of comparable sales. If comparable sales aren't available, other recognized methods may be used.
- M. The classification of equipment and fixtures as realty or personalty is necessary so that the appraiser can list and evaluate each piece of equipment. This is only required when the building they are located in is being acquired as a result of the project. In other words, valuation of the equipment and fixtures, as personalty, is not required, if the Local Public Agency is not acquiring the building they are located in.

The Appraiser understands that the Local Public Agency may make two offers to the owner. One offer will include all realty, including the equipment and fixtures considered a part of the realty. The other offer will include all realty, including the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

Therefore, it is necessary that the Appraiser list and make a determination on each piece of equipment and fixture as to whether it is realty or personalty.

The valuation document must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the opinion of value being placed on the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

- N. Estimates will be required in those instances where the "cost to cure" method is used in determining damages to the property remainder or when the appraiser decides to employ or obtain estimates of cost to be used as a part of the valuation document.
- O. When a sub-contractor is required to complete a Specialty Report; the appraiser shall furnish the sub-contractor's qualifications and experience, along with the bid amount to complete the Specialty Report to the Local Public Agency for approval.

The bid amount of the sub-contractor will be paid as a part of the original contract, if the Local Public Agency notifies the appraiser that a Specialty Report is required during the request for proposal process, or as a Supplement Contract, if the Local Public Agency and the appraiser determine it is necessary to obtain the services of sub-contractor after the contract for Appraisal Services has been executed.

The Specialty Report value will not arbitrarily be added to the valuation of the realty, but shall be considered to the extent of the contributory value in establishing the value of the whole property.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the appraiser, for itself, its assignees and successors in interest (hereinafter referred to as the "appraiser"), agrees as follows:

Compliance with Regulations: The Appraiser will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The appraiser, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The appraiser will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the appraiser for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the appraiser of the appraiser's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the appraiser shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the appraiser's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) withholding of payments to the appraiser under the contract until the appraiser complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The appraiser will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The appraiser will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a appraiser becomes involved in, or is threatened with, litigation with a

subcontractor or supplier as a result of such direction, the appraiser may request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

MINORITY BUSINESS ENTERPRISES

Policy

The Appraiser and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Appraiser and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Appraiser shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Appraiser shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Appraiser to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Appraiser shall have, on file with the Local Public Agency, an acceptable drug-free workplace policy.

APPENDIX "B"

Project No. URB-5436(5) Control No. 42707

Parcel No. _____

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the property herein appraised and that I have afforded the property owner, or their representative, the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal is to be used in connection with the acquisition of right of way for a project to be constructed by _____ with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes, and the Uniform Standards of Professional Appraisal Practice; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the value reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any way benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Local Public Agency, the Nebraska Department of Roads, or officials of the Federal Highway Administration and I will not do so until so authorized by the Local Public Agency, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the fair market value of the acquisition as of the _____ day of _____ 20____, is \$_____ based upon my independent appraisal and the exercise of my professional judgment.

Date

Signature

APPENDIX “C”

LIST OF INDIVIDUAL TRACTS TO BE APPRAISED

TRACT NUMBER	TYPE OF APPRAISAL/ESTIMATE	FEE
5	Short Form Appraisal	\$1,750
6	Short Form Appraisal	\$1,750
7	Compensation Estimate	\$900
8	Compensation Estimate	\$900
9	Compensation Estimate	\$900
10	Compensation Estimate	\$900
12	Compensation Estimate	\$900
13	Compensation Estimate	\$900
14	Compensation Estimate	\$900
15	Compensation Estimate	\$900
16	Compensation Estimate	\$900
17	Compensation Estimate	\$900
18	Compensation Estimate	\$900
19	Compensation Estimate	\$900
20	Compensation Estimate	\$900
22	Compensation Estimate	\$900
26	Compensation Estimate	\$900
27	Compensation Estimate	\$900
28	Compensation Estimate	\$900
29	Compensation Estimate	\$900
30	Short Form Appraisal	\$1,750
31	Short Form Appraisal	\$1,750
	TOTAL FEE	\$23,200

Start Date December 2, 2013

Completion Date: January 17, 2014

Submitted by: Steve Medill
Please Print

Please Sign

Address: Steve Medill
301 S. 70th Street, Suite 300-F
Lincoln, NE 68510

APPRAISAL REVIEW SERVICES CONTRACT

This agreement, entered into this day of November, 2013, between Olsson Associates, (herein called "Project Representative" for City of Grand Island, herein called "Local Public Agency") and Gary Hassebrook (herein called "Reviewer") agrees that:

In return for the total fee of \$8,580, as per Appendix C, it is agreed that the Reviewer will furnish to the NDOR an appraisal review of valuation documents all in accordance with the Appraisal Review Specifications, a copy of which is hereto attached and made a part of this contract. These appraisal reviews will be used in connection with the acquisition of right of way for:

Project: URB-5436(5)
C. N.: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

An additional fee will be negotiated with the Reviewer for each additional parcel added to this contract.

The fee for supplemental or revised appraisal reviews will be negotiated with the Reviewer Appraiser when corrections to the original appraisal require a re-review of, and rewriting of the appraisal review report.

Reviewer shall submit invoices by the end of the month to the Project Representative based on percentage complete of the Reviewer's Scope of Services. Reviewer's reimbursable expenses for this Project are included in the fixed fee set forth above.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Project Representative shall set forth the final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the Project Representative, the Reviewer's services are unsatisfactory, or because of the Reviewer's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Reviewer's disability or death. In such an event, the work that has been completed, when the notice of termination is given by the Project Representative, becomes the property of the Local Public Agency, whose management shall arbitrate settlement for the completed work.

The Reviewer, as a condition of the above lump sum fee, agrees to attend necessary meetings and conferences with representatives of the Project Representative, Local Public Agency, the Nebraska Department of Roads and/or the United States Federal Highway Administration to discuss the various aspects and phases of the appraisal review action. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be at an hourly rate of \$125/hour plus reimbursable expenses.

All expenses incurred by the Reviewer are considered to be their liability and are not to become an expense to the Project Representative or Local Public Agency except as provided for in this agreement.

The Reviewer agrees to furnish the completed appraisal review assignment to the Local Public Agency 20 working days after receipt of appraisals and compensation estimates which is

anticipated to be January 20, 2014. Supplemental or revised appraisal reviews caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Reviewer that they will furnish the Local Public Agency a written progress report of the appraisal work accomplished on the Project as requested.

A penalty of \$75 per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, of \$8,580 for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon 20 working day completion will be only by mutual written agreement between the parties of this contract.

The Reviewer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Reviewer, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Reviewer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Project Representative shall have the right to annul this contract without liability.

The Reviewer agrees that they will prepare their appraisal review of the property involved independently and that they will not furnish to any other person or persons, except on proper order of court, a copy of the appraisal review or the information contained therein. The restriction, however, does not imply that the Reviewer may not use information obtained in the appraisal review in the course of their usual profession.

The appraisal review reports are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is understood and agreed that the appraised value fixed by the Reviewer in their report may subsequently be affected by law, regulations, or economic conditions and that same is valid only for a reasonable time after submission.

It is agreed that each party hereto will furnish any available information in its possession to the other upon request, if such information were necessary to the terms of this contract.

It is the intention of the parties that the appraisal reviews and services contracted for are to be the personal services of the Reviewer as named. Subletting or transferring the appraisal review work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Reviewer agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Reviewer this day of November, 2013.

Witness

Reviewer

EXECUTED by Olsson Associates this day of November, 2013.

**Project Representative
Olsson Associates**

APPROVED:

Authorized Signature

APPRAISAL REVIEW SPECIFICATIONS

I. INTRODUCTION

Olsson Associates, being Project Representative for the City of Grand Island, will receive proposals for appraisal review services for:

Project: URB-5436(5)
CN: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

The work required for this project is described in this document and as noted in Appendix A, B, and C.

We anticipate a starting date of January 20, 2014 with a suggested completion date of February 17, 2014.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix C. In addition, also indicate the date you expect to start and complete the requested services. Further, appendix C shall be signed and dated in the space provided.

II. MATERIALS AND INFORMATION TO BE FURNISHED BY THE PROJECT REPRESENTATIVE

- A. Upon acceptance of a contract to perform appraisal review services, Olsson Associates will furnish the following materials and information as applicable.
1. Three originals and one reproduced copies of the appraisal/valuation report.
 2. Plans, plats and other exhibits in sufficient detail to enable the Reviewer to reach conclusions concerning the definition of the appraisal problem.
 3. "Review Determination of Fair Market Value." (See Appendix B)

III. SCOPE OF WORK TO BE DONE BY REVIEWER

- A. The Reviewer shall examine each appraisal report to determine that they:
1. Are complete in accordance with 49 CFR 24.103 and the appraisal specifications as outlined in the Appraisers contract.
 2. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing Nebraska law and the Uniform Standard of Professional Appraisal Practice.
 3. Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein.
 4. Include consideration of compensable items, damages and benefits, and do not include compensation for items noncompensable under Nebraska law.

5. Contain an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures that the appraiser considered to be a part of the real property to be acquired.
 6. Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of just compensation for the real property acquired and for damages to remaining real property.
- B. The Reviewer's dated signature is sufficient concurrence, on reports not requiring a written report.
 - C. The Reviewer shall prepare a dated, signed, "Review Determination of Fair Market Value", for and attach to, each report reviewed. See Appendix B. In addition, the Reviewer shall prepare an additional dated and signed report on any other tract that requires further clarification, corrections, or documentation to support just compensation.
 - D. Each original copy of the appraisal/valuation report complete with the Reviewer's signature and all review documents will be returned to Olsson Associates at conclusion of the appraisal review process.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the reviewer, for itself, its assignees and successors in interest (hereinafter referred to as the "reviewer"), agrees as follows:

Compliance with Regulations: The Reviewer will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The reviewer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The reviewer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the reviewer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the reviewer of the reviewer's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The reviewer will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a reviewer is in the exclusive possession of another who fails or refuses to furnish this information, the reviewer shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the reviewer's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to the reviewer under the contract until the reviewer complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The reviewer will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The reviewer will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a reviewer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the reviewer may request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

MINORITY BUSINESS ENTERPRISES

Policy

The Appraiser Reviewer and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Appraiser Reviewer and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Appraiser shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Appraiser shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Appraiser Reviewer to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Appraiser Reviewer shall have, on file with the department, an acceptable drug-free workplace policy.

APPENDIX B

REVIEW DETERMINATION OF FAIR MARKET VALUE

Date: f _____
From: _____
To: _____ Project # URB-5436(5)
Subject: Tract: _____ Owner: _____ C. N. 42707

(1) & (2) My review determination of fair market value for the subject tract and federal aid highway project is:

Market Value Before Taking	\$ _____
Land Improvements	
Value of Part Taken	\$ _____
Value of Remainder Before Taking	\$ _____
Value of Remainder After Taking	\$ _____
Land Improvements	
Severance Damage	\$ _____
Contractual Damage	\$ _____
Value of Part Taken	\$ _____
Total Compensation: Value of Part Taken and Damages	\$ _____

(3) Reviewer's comments on the extent of his visual inspection.

- a. Subject tract _____

- b. Comparable sales applicable to subject tract _____

(4) I, _____ Reviewing Appraiser,
Have no direct or indirect present or contemplated future personal interest in subject property
or in any benefits from the acquisition of subject property appraised.

(5) My determination of compensation has been reached independently based on the appraisal
and other factual data of record without collaboration or direction.

(6) My above determination of total compensation includes only items compensable under
State law. The total compensation does not include items ineligible for Federal reimbursement
except; (If no exception – Write None). _____

APPENDIX C

LIST OF INDIVIDUAL TRACTS TO BE APPRAISED

TRACT NUMBER	TYPE OF APPRAISAL/ESTIMATE	FEE
5	Short Form Appraisal	\$390
6	Short Form Appraisal	\$390
7	Compensation Estimate	\$390
8	Compensation Estimate	\$390
9	Compensation Estimate	\$390
10	Compensation Estimate	\$390
12	Compensation Estimate	\$390
13	Compensation Estimate	\$390
14	Compensation Estimate	\$390
15	Compensation Estimate	\$390
16	Compensation Estimate	\$390
17	Compensation Estimate	\$390
18	Compensation Estimate	\$390
19	Compensation Estimate	\$390
20	Compensation Estimate	\$390
22	Compensation Estimate	\$390
26	Compensation Estimate	\$390
27	Compensation Estimate	\$390
28	Compensation Estimate	\$390
29	Compensation Estimate	\$390
30	Short Form Appraisal	\$390
31	Short Form Appraisal	\$390
TOTAL FEE		\$8,580

Anticipated Start Date January 20, 2014Completion Date: 20 working days after receipt of appraisals and compensation estimatesSubmitted by: Gary E Hassebrook
Please PrintPlease SignAddress: Gary E Hassebrook
5901 S 58th Street # B
Lincoln, NE 68516

ACQUISITION SERVICES CONTRACT

This agreement, entered into this _____ day of November, 2013, by Olsson Associates, (herein called "Project Representative" for City of Grand Island, herein called "Local Public Agency") and Midwest Right of Way Services, Inc., (herein called "Acquisition Consultant") agrees:

In return for the total estimated fee of \$58,630, as itemized in Appendix B, it is agreed that the Acquisition Consultant shall negotiate on behalf of the Local Public Agency with the owners of each tract identified for the acquisition of certain property rights in accordance with the Acquisition Services Specifications, of which a copy is attached and made a part of this contract. The acquisition of these certain property rights will be used in connection with:

Project: URB-5436(5)
C. N.: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

An additional fee will be negotiated with the Acquisition Consultant for each additional parcel added to this contract.

The fee for supplemental or revised tracts, which result in new or revised acquisition documents, as a result of changes in the taking caused by the Project Representative or Local Public Agency, will be negotiated with the Acquisition Consultant.

Acquisition Consultant shall submit invoices by the end of the month to the Project Representative for actual time of personnel performing services and all actual reimbursable expenses. Acquisition Consultant's Scope of Services will be provided on a time and expense basis not to exceed \$58,630. Hourly fees will be billed at Acquisition Consultant standard hourly rate of \$85 for Right of Way Agent and \$95 for Senior Right of Way Agent plus expenses.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Project Representative will determine the final position. Where no agreement can be reached, this contract shall be terminated.

The contract may also be terminated when, in the opinion of the Local Public Agency, the Acquisition Consultant's services are unsatisfactory, or because of the Acquisition Consultant's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Acquisition Consultant's disability or death. The Local Public Agency may terminate the services of the Acquisition Consultant by giving five (5) days written notice. In such an event, the work, which has been completed, when the notice of termination is given by the Local Public Agency, becomes the property of the Local Public Agency. The Local Public Agency's management shall arbitrate settlement for the completed work.

The Acquisition Consultant, as a condition of the above estimated fee, agrees to attend necessary meetings and conferences with representatives of the Project Representative, Local Public Agency, the Nebraska Department of Roads and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be \$600 for each half day or portion thereof, or \$1,200 per day for any part of a day exceeding a half day.

All expenses incurred by the Acquisition Consultant are considered to be their liability and are not to become an expense to the Project Representative or Local Public Agency except as provided for in this agreement.

The Acquisition Consultant agrees to complete the requirements noted in the Acquisition Services Specifications on or before July 1, 2014 for 18 of the 22 tracts. The remaining tracts shall be completed by August 1, 2014. The Local Public Agency assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the contract completion date. Supplemental or revised acquisition documents caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Acquisition Consultant that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$75 per normal working day will be assessed against and deducted from the agreed-upon Estimated Fee, as per this contract, for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion dates as stated in the preceding paragraph will be only by mutual written agreement between the parties of this contract.

The Acquisition Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Acquisition Consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Acquisition Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Project Representative shall have the right to annul this contract without liability.

If the Acquisition Consultant discovers or is informed by the Local Public Agency of the existence of any possible conflict of interest on the part of the Acquisition Consultant, the Acquisition Consultant shall immediately cease all activity in connection with such services, and promptly notify the Project Representative and Local Public Agency, in writing, of all relevant facts and circumstances pertaining to such conflict, so the Project Representative and Local Public Agency may take such action as it deems appropriate, including but not limited to, the exclusion of any tract or tracts involved from this agreement.

The acquisition documents are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Acquisition Consultant as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Acquisition Consultant agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Acquisition Consultant this day of November, 2013.

Witness

Acquisition Consultant

EXECUTED by Olsson Associates this day of November, 2013.

**Project Representative
Olsson Associates**

APPROVED:

Authorized Signature

ACQUISITION SERVICES SPECIFICATIONS

A. PROJECT DESCRIPTION

Olsson Associates (herein called "Project Representative" for City of Grand Island, herein called "Local Public Agency (LPA)") will receive proposals for Acquisition Services for:

Project: URB-5436(5)

CN: 42707

Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

The work required for this project is to negotiate for the acquisition of property needed by the LPA to construct this project. This includes meetings with the Project Representative, Local Public Agency, plan review, preparing status reports and submitting the necessary documents to the Project Representative and LPA for each right of way tract.

The work is also described in detail in this document and as noted in Appendix A and B.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix B. In addition, also indicate the date you expect to be able to start and complete the requested services. Further, Appendix B shall be signed and dated in the space provided.

B. Project Representative TO PROVIDE

1. Provide the title searches.
2. Provide the construction plans and cross sections.
3. Provide the right of way plans.
4. Provide the Appraisal Project Report.
5. Provide Individual Tract Appraisals or Valuation Documents.

LPA TO PROVIDE

1. Provide Acquisition Brochures.
2. Provide Right of Way Contract forms.
3. Provide Deed forms.
4. Provide Permanent Easement Instrument forms.
5. Provide Rights Letter.
6. Provide Certificate of Negotiator.
7. Provide Lessee's Contract forms.
8. 1099 Forms.

C. APPLICABLE PUBLICATIONS

The Acquisition Consultant shall follow the criteria of the current applicable publications listed here:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. Nebraska Department of Roads Right of Way Manual.

D. INITIAL MEETING AND PLAN REVIEW

The Acquisition Consultant shall meet with the Project Representative and LPA to review the plans and discuss the scope of work before beginning Acquisition activities.

E. TITLE RESEARCH

1. The Acquisition Consultant shall verify that the title information is correct and current at the appropriate county offices.
2. On total acquisition tracts, the Acquisition consultant will check for unpaid taxes, special assessments, etc.
3. The Acquisition Consultant will check with the owner about the status of the encumbrances shown and tactfully ascertain otherwise undisclosed liens, encumbrances, or other interests.
4. The Acquisition consultant shall provide to the LPA mortgage release information and copies of Deeds of Trust.

F. ACQUISITION

1. The Acquisition Consultant(s) shall be licensed by the Nebraska Real Estate Commission.
2. The Acquisition Consultant shall make every effort to understand the projects' objective, the valuation documents, and the project's impact on each property before meeting with individual property owners.
3. The Acquisition Consultant shall make every reasonable effort to acquire expeditiously the parcels listed herein.
4. The Acquisition Consultant shall make a prompt offer to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition.
5. Upon initiation of negotiations, the Acquisition Consultant shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation for the proposed acquisition.
6. The Acquisition Consultant shall make all reasonable efforts to personally contact each owner or their designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
7. At the first contact where the offer is discussed, the Acquisition Consultant shall give the owner the State's brochure describing the land acquisition process and the owner's rights, privileges and obligations.
8. A revised offer and summary statement of just compensation shall be provided the owner if the extent of the taking is revised or the approved estimate of just compensation is revised by the Review Appraiser.
9. The Acquisition Consultant shall maintain adequate records to include a certificate of negotiator and a call report for each parcel.
10. The call report shall contain at least the following:
 - the date and place of each contact
 - parties of interest contacted
 - offer made
 - report of the discussion with the owner
 - counter offer or reasons offer was not accepted
 - signature of the Agent and date signed by the Agent.

11. The Acquisition Consultant shall acquire the necessary property rights through amicable negotiations, which is defined as the process by which property is acquired through written or personal contact with the owner with the aim of reaching agreement on the terms of a voluntary transfer of such property.
12. If the Acquisition Consultant's negotiations do not succeed in obtaining the necessary property rights and condemnation is required, the Acquisition Consultant shall deliver the tract files along with the updated title information, call reports, Basic Information Sheet and completed Certificate of negotiator to the LPA.

G. REPORTS

The Acquisition Consultant shall submit a weekly status report explaining the status of each tract and including any remarks which may need to be addressed.

H. NEGOTIATIONS

1. For this agreement, the Acquisition Consultant shall assume that approximately 23 tracts will need to be acquired.
2. All tracts will be acquired by the Acquisition Consultant, including those tracts with owners living out of the State of Nebraska.
3. Tracts with identical ownerships are considered one tract for negotiation and payment purposes.
4. The Acquisition Consultant is required to obtain all necessary signatures to complete the transaction, including tenant releases.
5. All tenants may not have been identified at the start of the assignment. The Acquisition Consultant is required to identify any additional tenants and to obtain their releases without further compensation.
6. Each advertising sign is considered as a separate tract for negotiation purposes.

I. DELIVERABLES

The Acquisition Consultant shall submit the proper documents, as identified earlier, for each tract upon completion of negotiation and acquisition of each tract. These documents are:

1. Properly executed right of way and easement contracts.
2. Deeds.
3. Call Reports.
4. 1099 Forms.
5. Completed Certificate of Negotiator.
6. Buyer's copy of the valuation document.
7. Basic Information Sheet.

J. COMPLETION

The Acquisition Consultant's work under this agreement will be considered done upon the submittal of the last tract documents that the Acquisition Consultant is responsible for and, that the Project Representative and LPA agrees that all tracts and documents for the project are done or accounted for and that the Acquisition Consultant's work is satisfactory.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the Acquisition Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Acquisition Consultant"), agrees as follows:

Compliance with Regulations: The Acquisition Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Acquisition Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Acquisition Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Acquisition Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Acquisition Consultant of the Acquisition Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The Acquisition Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Acquisition Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Acquisition Consultant shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Acquisition Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) withholding of payments to the Acquisition Consultant under the contract until the Acquisition Consultant complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Acquisition Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Acquisition Consultant will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Acquisition Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Acquisition Consultant may

request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

MINORITY BUSINESS ENTERPRISES

Policy

The Acquisition Consultant and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Acquisition Consultant and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Acquisition Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Acquisition Consultant shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Acquisition Consultant to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Acquisition Consultant shall have, on file with the Local Public Agency, an acceptable drug-free workplace policy.

APPENDIX B

LIST OF TRACTS TO BE ACQUIRED

TRACT NUMBER	TYPE OF VALUATION DOCUMENT	ESTIMATED FEE
5	Short Form Appraisal	\$2,665
6	Short Form Appraisal	\$2,665
7	Compensation Estimate	\$2,665
8	Compensation Estimate	\$2,665
9	Compensation Estimate	\$2,665
10	Compensation Estimate	\$2,665
12	Compensation Estimate	\$2,665
13	Compensation Estimate	\$2,665
14	Compensation Estimate	\$2,665
15	Compensation Estimate	\$2,665
16	Compensation Estimate	\$2,665
17	Compensation Estimate	\$2,665
18	Compensation Estimate	\$2,665
19	Compensation Estimate	\$2,665
20	Compensation Estimate	\$2,665
22	Compensation Estimate	\$2,665
26	Compensation Estimate	\$2,665
27	Compensation Estimate	\$2,665
28	Compensation Estimate	\$2,665
29	Compensation Estimate	\$2,665
30	Short Form Appraisal	\$2,665
31	Short Form Appraisal	\$2,665
ESTIMATED TOTAL FEE		\$58,630

Full Day County Court Fee	\$1,200	Half Day County Court Fee	\$600
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Anticipated Start Date April 1, 2014

18 of 22 Tracts Completion Date: July 1, 2014

Final Completion Date: August 1, 2014

Submitted by: Jack Borgmeyer
Please Print

Please Sign

Address: Midwest Right of Way Services, Inc.
13425 'A' Street
Omaha, NE 68144

RESOLUTION 2013-379

WHEREAS, on May 24, 2011, by Resolution No. 2011-124 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Capital Avenue – Webb Road to Broadwell Avenue Project; and

WHEREAS, on September 27, 2011, by Resolution No. 2011-283 the Grand Island City Council approved entering into an agreement with Olsson Associates for engineering consulting services for such project; and

WHEREAS, on February 26, 2013, by Resolution No. 2013-53 the Grand Island City Council approved Supplemental Agreement No. 1 with Olsson Associates to allow for identification of potential conflicts with underground utilities owned by Northwestern Gas and CenturyLink; and

WHEREAS, on March 12, 2013, by Resolution No. 2013-63 the Grand Island City Council approved Supplemental Agreement No. 2 with Olsson Associates to allow for additional services to develop environmental documentation in accordance with the National Environmental Policy Act of 1970; and

WHEREAS, on November, 26, 2013, by Resolution No. 2013-378 the Grand Island City Council approved Supplemental Agreement No. 3 with Olsson Associates to allow for widening the roadway to 5 lanes from the 3 lanes as originally proposed, water main potholing, traffic signal design, right-of-way services, and retaining wall design; and

WHEREAS, the work was to be performed at actual costs with a maximum amount of \$476,099.28, plus a fixed-fee-for-profit amount of \$57,118.03, for a total agreement amount of \$533,217.28 and

WHEREAS, the original agreement is now being supplemented to allow for appraisal and negotiation services for acquiring the right-of-way and easements required for the roadway improvement in accordance with the Uniform Act and NDOR policies; and

WHEREAS, the original agreement is amended and the fixed-fee-for-profit is increased from \$57,118.03 to \$57,672.03, an increase of \$554.00. Actual costs are increased from \$476,009.28 to \$572,056.28, an increase of \$95,957.00. The total agreement amount is increased from \$533,217.28 to \$629,728.28, an increase of \$96,511.00, which the Consultant must not exceed without the prior written approval of the LPA; and

WHEREAS, the total current estimate for all costs associated with acquisition of right-of-way and easements for roadway construction is \$280,012.00. Due to the federal funding cap, the City's participation in costs will be 20% of \$150,000 or \$30,000, and 100% of the costs exceeding \$150,000.00 or \$130,012.00, for a total of \$160,012.00; and

WHEREAS, Supplemental Agreement No. 4 to the original agreement with Olsson Associates is required to proceed with this project.

Approved as to Form	by _____
November 22, 2013	City Attorney

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 4 with Olsson Associates for engineering consulting services related to Capital Avenue – Webb Road to Broadwell Avenue is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk