
City of Grand Island



Tuesday, April 28, 2015
Council Session Packet

City Council:

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

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Mike Reeves, Stolley Park Church of Christ, 2822 West Stolley Park Road

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item C-1

Recognition of Scott Kuehl, Shift Commander with the Fire Department for 20 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Scott Kuehl, Shift Commander with the Fire Department for 20 years of service with the City of Grand Island. Mr. Kuehl was hired on April 17, 1995 as an Firefighter/EMT. He was promoted to Fire Captain on October 18, 2004 and to Shift Commander on December 30, 2013 We congratulate Mr. Kuehl on his dedicated service to the City for the past 20 years.

Staff Contact: Mayor Jeremy Jensen

Twenty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

SCOTT KUEHL

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With



| | |
|---|-----------|
|  | 3-31-15 |
| Department Director | Date |
|  | 3/13/2015 |
| Mayor | Date |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item C-2

Recognition of Bryan Stutzman, Shift Commander with the Fire Department for 30 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Bryan Stutzman, Shift Commander with the Fire Department for 30 years of service with the City of Grand Island. Mr. Stutzman was hired on May 1, 1985 as an Firefighter. He was promoted to Fire Captain on October 1, 2001 and to Shift Commander on January 12, 2014 We congratulate Mr. Stutzman on his dedicated service to the City for the past 30 years.

Staff Contact: Mayor Jeremy Jensen

Thirty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

BRYAN STUTZMAN

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With



A handwritten signature in black ink, likely belonging to the Department Director.

Department Director

Date

4-24-15

A handwritten signature in black ink, likely belonging to the Mayor.

Mayor

Date

4-24-15



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item C-3

Proclamation “National Day of Prayer” May 7, 2015

The first Thursday of May is annually observed as the National Day of Prayer. This year, May 7, 2015 marks the 64th consecutive observance. This year's theme is "Lord, Hear Our Cry". Mayor Jensen has proclaimed May 7, 2015 as "National Day of Prayer". See attached PROCLAMATION.

Staff Contact: Mayor Jeremy Jensen

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

WHEREAS, the first Thursday of May is annually observed as the National Day of Prayer; and

WHEREAS, May 7, 2015 marks the 64th consecutive observance of the National Day of Prayer with the theme of this year's celebration being **Lord, Hear Our Cry "...Hear the cry and the prayer that your servant is praying in your presence this day..." I Kings 8:28**; and

WHEREAS, the Citizens of Grand Island enjoy the joy and bounty of His righteous blessing and believe in the power of prayer.

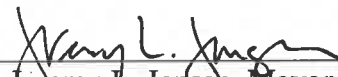
NOW, THEREFORE, I, Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, do hereby proclaim May 7, 2015 as

"NATIONAL DAY OF PRAYER"

in the City of Grand Island, and invite the citizens of Grand Island to join in observance of the National Day of Prayer and join with Americans throughout the Nation in giving thanks to the Lord for His many blessings, and ask for His protection, guidance and mercy in the years ahead.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twentieth day of April in the year of our Lord Two Thousand and Fifteen.




Jeremy L. Jensen, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item C-4

Proclamation “Child Abuse Prevention Month” April 2015

Because all children deserve love, comfortable homes, and tender care from parents and adults who make them feel safe, happy and loved and because many children were involved in substantiated cases of abuse and neglect in 2014, and because the effects of child abuse are felt by whole communities and need to be addressed by the entire community, the Mayor has proclaimed the month of April, 2015 as "Child Abuse Prevention Month". See attached PROCLAMATION.

Staff Contact: Mayor Jeremy Jensen

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

- WHEREAS, children are vital to our state's future success, prosperity, and quality of life as well as being our most vulnerable assets; and
- WHEREAS, all children deserve to have safe, stable, nurturing, and healthy homes and communities that foster their well-being; and
- WHEREAS, child abuse and neglect is a public responsibility affecting both the current and future quality of life of a state; and
- WHEREAS, parents need support and resources to cope with stress and nurture their children to grow to their full potential; and
- WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2015 as

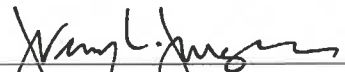
"CHILD ABUSE PREVENTION MONTH"

in the City of Grand Island, and encourage all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twentieth day of April in the year of our Lord Two Thousand and Fifteen.



Attest:


Jeremy L. Jensen, Mayor


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item C-5

Proclamation “Be Kind to Animals Week” May 3-9, 2015

The second week of May has been set aside nationally to observe the philosophy of kindness to animals for the past 100 years. The Central Nebraska Humane Society will kick off this celebratory week with a "Walk for the Animals" on Saturday, May 2, 2015. Mayor Jensen has proclaimed the week of May 3-9, 2015 as "Be Kind to Animals Week". See attached PROCLAMATION.

Staff Contact: Mayor Jeremy Jensen

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

WHEREAS, we have been endowed not only with the blessings and benefits of our animal friends, but also with a firm responsibility to protect these creatures from need, fear and suffering; and

WHEREAS, we recognize that instilling attitudes of kindness, consideration, and respect for all living things through humane education in the schools and the community helps provide the basic values on which a humane and civilized society is built; and

WHEREAS, the people of Grand Island are indebted to their animal care and control agencies for their invaluable contribution in caring for lost and unwanted animals, and in promoting a true working spirit of kindness and consideration for animals in the hearts and minds of all people; and

WHEREAS, the second week of May has been set aside nationally to observe the philosophy of kindness to animals for the past 100 years; and

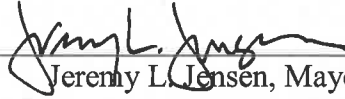
WHEREAS, the Central Nebraska Humane Society will kick off this celebratory week with a "Walk for the Animals" on Saturday, May 2, 2015, to raise funds for animal protection, education, and adoption programs.

NOW, THEREFORE, I, Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of May 3-9, 2015 as

"Be Kind to Animals Week"

in the City of Grand Island, and encourage all citizens to support and participate in the Central Nebraska Humane Society's events and programs to recognize this week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twentieth day of April in the year of our Lord Two Thousand and Fifteenth.


Jeremy L. Jensen, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, April 28, 2015

Council Session

Item C-6

Presentation by the Nebraska Department of Economic Development to Grand Island as a Certified Economic Development Community

Grand Island has been approved to continue to operate as a "Certified Economic Community" through the State Department of Economic Development (DED). Being certified means that a community will receive more business recruitment opportunities and potentially more funding for projects. Brenda Hicks-Sorenson, Director of the DED will present the award.

Staff Contact:



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item E-1

Public Hearing on Request from Gas Island II, LLC dba Gas Island II, 2012 North Webb Road for a Class “D” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 28, 2015

Subject: Public Hearing on Request from Gas Island II, LLC dba Gas Island II, 2012 North Webb Road for a Class “D” Liquor License

Item #'s: E-1 & I-1

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Gas Island II, LLC dba Gas Island II, 2012 North Webb Road has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale inside the corporate limits of the city.

Gas Island II currently has a Class “B” Liquor License which allows for beer off sale only. They are requesting a change to a Class “D” Liquor License which will allow for

the sale of all alcohol off sale only. In order to make that change they had to file a new application. If this request is approved the Class “B” license will be voided.

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

Also submitted with the application was a request from Doug Luth, 4390 No. 9th, Wood River, NE for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Gas Island II, LLC dba Gas Island II, 2012 North Webb Road for a Class “D” Liquor License contingent upon final inspections and Manager Designation for Doug Luth, 4390 No. 90th, Wood River, NE contingent upon completion of a state approved alcohol server/seller training program.

04/20/15
15:00

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 13:05:00 04/10/2015
Occurred before : 13:05:00 04/10/2015
When reported : 13:05:00 04/10/2015
Date disposition declared : 04/16/2015
Incident number : L15041428
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 2012 Webb Rd N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 4696
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----|----------|----------|-----------------|--------------|
| NM | 45116 | 04/15/15 | Luth, Douglas C | Owner |
| NM | 47771 | 04/15/15 | Luth, Sherri L | Owner |
| NM | 67092 | 04/15/15 | Gas Island, | Business |

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code | Miscellaneous |
|----|-------|------------------------|---------------|
| 1 | LT07 | LT07 Convenience Store | |

LAW INCIDENT NARRATIVE:

Liquor License investigation Gas Island is requesting to change their liquor license from Class B (beer off sale only) to Class D (beer, wine, distilled spirits off sale only).

LAW INCIDENT OFFENSES DETAIL:

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|-------|-------|
| --- | ----- | ----- |

Grand Island Police Department
Supplemental Report

Date, Time: Fri Apr 17 14:13:45 CDT 2015

Reporting Officer: Vitera

Unit #:

Gas Island submitted a new liquor license application requesting that they be able to sell wine and distilled spirits off sale as well as the beer that they currently sell off sale (change license from Class B to Class D). The current license is a partnership between Douglas and Sherri Luth. The new license would be an LLC with Douglas and Sherri Luth and Douglas being the liquor manager.

I found a report done by Captain Falldorf in January of '06 which said that Sherri had a clean record, and Douglas had a couple of undisclosed traffic convictions. Otherwise, there was nothing in that investigation that precluded them from receiving a license.

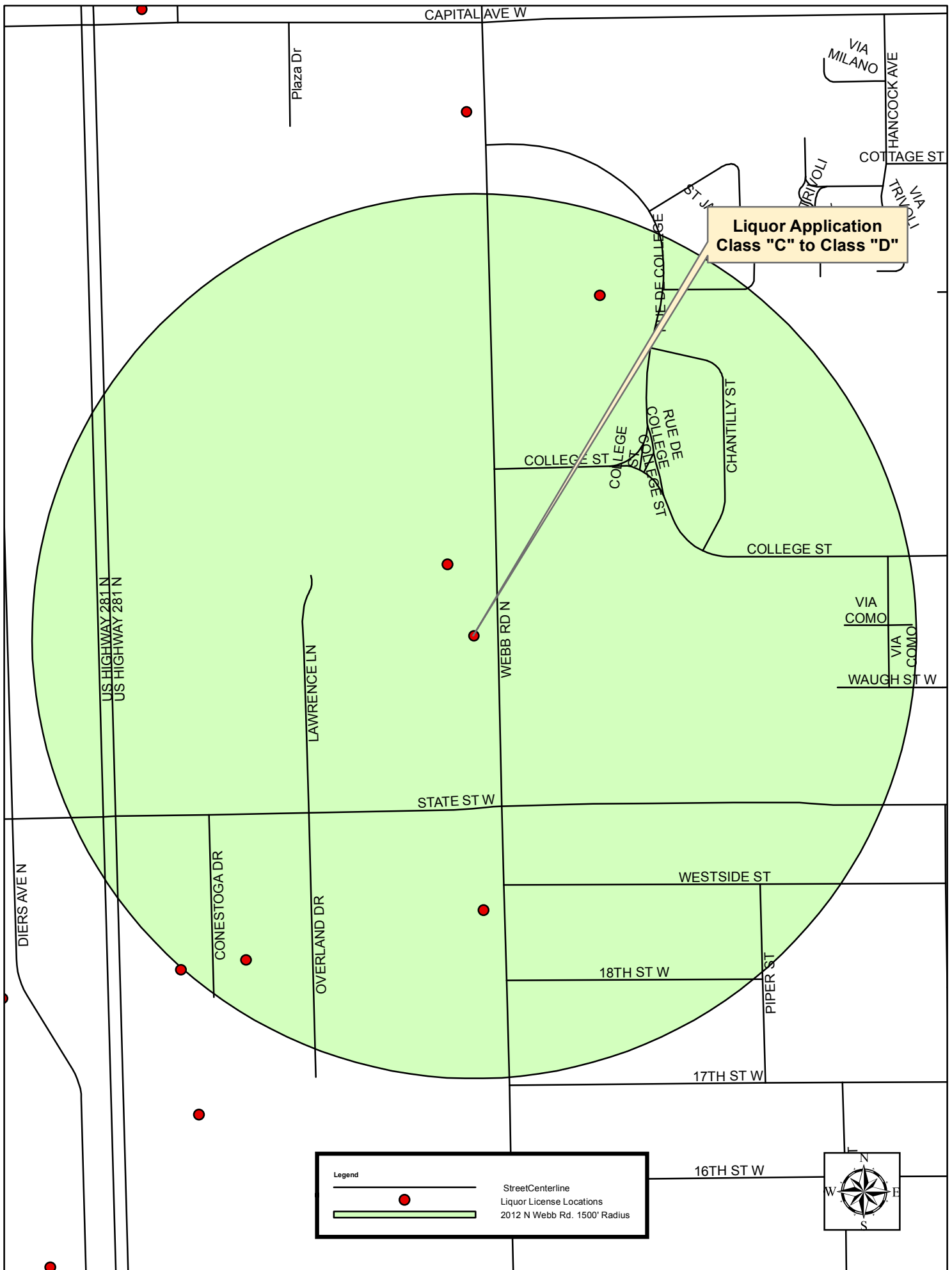
I checked Douglas and Sherri through Spillman and NCJIS. Sherri has an entry in Spillman where it looks like she was cited for speeding. NCJIS didn't show any convictions for Sherri. Douglas appears to have had some issues with code violations according to Spillman. NCJIS didn't have any undisclosed convictions listed for Douglas who had disclosed a few traffic convictions over the last several years.

In looking at Gas Island's contacts in Spillman, it appears that they have failed a couple of alcohol compliance checks and one tobacco compliance check within the last nine years. According to the NLCC's Web Site, Gas Island has had their license suspended three times for selling to minors.

On 4/21/15, I spoke to Douglas "Doug" Luth over the phone. He acknowledged that his employees have failed a couple of compliance checks within the last nine years but said each time it was a mistake or oversight instead of an intentional act or complete disregard of the law. I also asked Doug about his contacts with our Community Service Officers (CSO's) regarding code violations. Doug said that he had a tenant on some property he owns on Carey Avenue who let the weeds get too tall and parked unregistered vehicles on the property. Doug said that the tenant eventually rectified the situation after Doug kept telling him to get it cleaned up.

All in all, Doug and Sherri Luth have had a liquor license for over nine years and haven't had an inordinate amount of problems, and there haven't been any drastic changes with them from a law enforcement perspective since the first liquor license investigation. In addition, their request to change from a Class B to a Class D liquor license is also something that isn't out of the ordinary. Some of the other convenience stores in Grand Island have a Class D license.

The Grand Island Police Department has no objection to Gas Island switching from a Class B to a Class D liquor license or to Doug Luth becoming the liquor manager.





City of Grand Island

Tuesday, April 28, 2015

Council Session

Item E-2

**Public Hearing on Acquisition of Public Utility Easement for Hall
County Sanitary Sewer District 2 (SID 2) [Pragya, Inc./Bosselman,
Inc./Bosselman Oil, Inc.]**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: April 28, 2015

Subject: Public Hearing on Acquisition of Public Utility Easement
for Hall County Sanitary Sewer District 2 (SID 2)
[Pragya, Inc. / Bosselman, Inc. / Bosselman Oil, Inc.]

Item #'s: E-2 & G-11

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

Background

At the January 4, 2011 Study Session the City Council was informed of an interest of businesses along US Highway 281 near the Interstate 80 interchange to extend City sanitary sewer to serve their property.

On January 11, 2011 City Council approved Mayor Vavricek to sign a “Letter of Intent” to the Nebraska Department of Environmental Quality declaring the City’s willingness to negotiate a public/private project with these businesses to extend City sanitary sewer south along US Highway 281.

The May 17, 2011 Study Session provided an update to the City Council regarding several meetings that were conducted between the City and the interested parties.

On September 27, 2011 City Council approved Sanitary Sewer District No. 528 in the Wildwood Subdivision. This district provided support for the sanitary sewer extension south along US Highway 281 to Interstate 80.

The sanitary sewer extension south along US Highway 281 to Interstate 80 will help to foster growth of the City towards the interstate and provide for future development.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing and approval by the City Council. Public utility easements are needed in the SID 2 project to accommodate public utilities. The easements will allow for construction, operation, maintenance, extension, repair, replacement and removal of public utilities within the easements.

This project is funded by the State Revolving Funds (SRF) Project # is C317867.

Discussion

Permanent easements are needed in this project area. All documents have been signed and returned by the property owners. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payment, totaling \$44,250.00, for the property.

| Owner | Legal | Total |
|--------------|--|-------------|
| PRAGYA, INC. | LOCATED IN PART OF LOT ONE (1), KRUG SECOND SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT ONE (1), KRUG SECOND SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N84°42'01"E, ALONG A NORTHERLY LINE OF SAID LOT ONE (1), A DISTANCE OF 20.10 FEET; THENCE S06°01'38"E, PARALLEL TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 193.29 FEET; THENCE S46°05'32"E, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 32.33 FEET; THENCE S31°56'59"W A DISTANCE OF 39.10 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N58°03'01"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 21.38 FEET; THENCE N06°01'38"W, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 235.95 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 5,422 SQUARE FEET OR 0.12 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 10 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. | \$10,850.00 |

| Owner | Legal | Total |
|----------------|--|------------|
| BOSELMAN, INC. | <p>THE EAST 25 FEET OF LOT ONE (1), BOSSELVILLE 2ND SUBDIVISION, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 2,362 SQUARE FEET OR 0.05 ACRES MORE OR LESS AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 2 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> <p>THE EAST 25 FEET OF LOT TWO (2), BOSSELVILLE 2ND SUBDIVISION, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1,519 SQUIRE FEET OR 0.03 ACRES MORE OR LESS AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> <p>LOCATED IN PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) 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 SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 950.00 FEET; THENCE S87°53'14"W, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 105.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE SOUTHEAST CORNER OF A TRACT OF LAND RECORDED IN INSTRUMENT NO. 200602787, HALL COUNTY, REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND TO THE INTERSECTION OF SAID SOUTH LINE AND A LINE PARALLEL TO AND 25.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE ALONG SAID LINE PARALLEL TO AND 25.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND; THENCE ALONG SAID NORTH LINE OF A TRACT OF LAND OT THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS AN APPROXIMATE AREA OF 12,292 SQUARE FEET OR 0.28 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 3 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> | \$5,440.00 |

| Owner | Legal | Total |
|------------------------|--|--------------------|
| BOSSelman OIL, INC. | <p>LOCATED IN PART OF THE EAST HALF (E ½) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., WHICH INCLUDES PART OF NEMBO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID EAST HALF, A DISTANCE OF 1765.77 FEET; THENCE S88°27'18"W A DISTANCE OF 112.23 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF TRACT THREE (3) RECORDED IN INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S01°09'32"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 491.11 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET AND THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE S88°46'46"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET, A DISTANCE OF 35.00 FEET; THENCE N01°09'32"W, PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 30.21 FEET; THENCE S88°50'28"W A DISTANCE OF 113.54 FEET; THENCE N01°09'32"W A DISTANCE OF 10.00 FEET; THENCE N88°50'28"E A DISTANCE OF 113.54 FEET; THENCE N01°09'32"W, PARALLEL TO THE WEST RIGHT-OF-WAY LINE, A DISTANCE OF 34.63 FEET; THENCE N88°50'28"E A DISTANCE OF 10.00 FEET; THENCE N01°09'32"W, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 408.54 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT THREE(3) IN INSTRUMENT NO. 90-104283; THENCE N71°34'44"E ALONG SAID NORTH LINE, A DISTANCE OF 26.18 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,065 SQUARE FEET OR 0.32 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 5 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> <p>LOCATED IN PART OF THE EAST HALF (E ½) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF NEMBO SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°09'32"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 171.14 FEET; THENCE S20°05'30"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 316.82 FEET; THENCE S40°01'38"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 174.38 FEET; THENCE S50°17'03"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 199.93 FEET TO THE SOUTHWEST CORNER OF TRACT THREE (3) OF INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE N01°13'16"W, ON SAID WEST LINE, A DISTANCE OF 31.95 FEET; THENCE N50°17'14"E, PARALLEL TO THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 281 INTERCHANGE TO INTERSTATE 80, A DISTANCE OF 177.79 FEET; THENCE N40°01'38"E, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 167.74 FEET; THENCE N20°05'30"E, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 280.15 FEET; THENCE N01°09'32"W, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 192.13 FEET TO A POINT ON THE SOUTH LINE OF NEBMO SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF PLATTE STREET; THENCE N88°46'46"E, ALONG THE SOUTH LINE OF NEBMO SUBDIVISION, A DISTANCE OF 35.00 FEET; TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 22,818 SQUARE FEET OR 0.52 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 6 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> | \$27,960.00 |
| | TOTAL | \$44,250.00 |

Alternatives

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

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

Recommendation

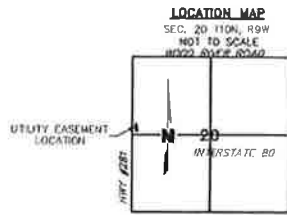
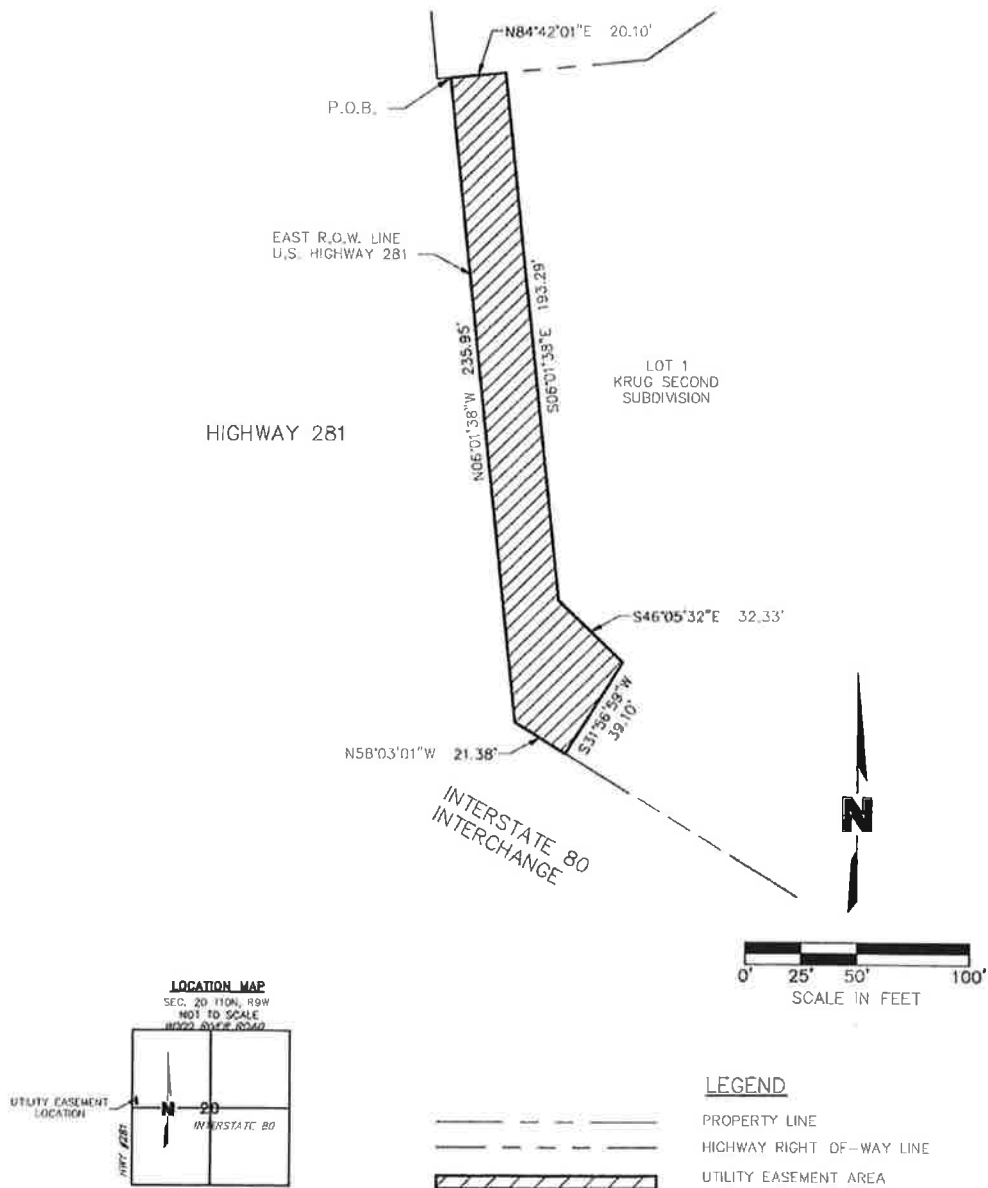
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Permanent Easements in the amount of \$44,250.00.

Sample Motion

Move to approve the acquisition of the easement.

UTILITY EASEMENT

HALL COUNTY, NEBRASKA



LEGEND

- PROPERTY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- UTILITY EASEMENT AREA

UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE LOT 1, KRUG SECOND SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF LOT 1, KRUG SECOND SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N84°42'01"E, ALONG A NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 20.10 FEET; THENCE S06°01'38"E, PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 193.29 FEET; THENCE S46°05'32"E, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 32.33 FEET; THENCE S31°56'59"W A DISTANCE OF 39.10 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N58°03'01"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 21.38 FEET; THENCE N06°01'38"W, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 235.95 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 5,422 SQUARE FEET OR 0.12 ACRES MORE OR LESS.

| | | | |
|-----------------------|-------------------|--|---------|
| PROJECT NO: 2012-1867 | U.S. HIGHWAY 281 | MOLSSON ASSOCIATES 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: LJW | UTILITY EASEMENTS | | 10 |
| DATE: 07/08/2014 | | | |

HALL COUNTY, NEBRASKA

U.S. HIGHWAY NO. 281

WEST R.O.W. LINE
U.S. HWY 281

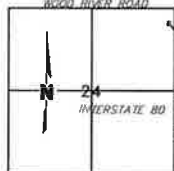
LOT 7
BLOCK 1
BOSSELVILLE SUB.

LOT 2
BOSSVILLE 2ND SUB

25

LOT 1
BOSSELVILLE 2ND SUB.

SEC. 24 TION, R10W
NOT TO SCALE
HOOD RIVER ROAD

UTILITY EASEMENT
LOCATION

PROPERTY LINE
HIGHWAY RIGHT-OF-WAY LINE
UTILITY EASEMENT AREA



0' 10' 20' 40'

SCALE IN FEET

EAST 25 FEET OF LOT 2, BOSSELVILLE 2ND SUBDIVISION, HALL COUNTY, NEBRASKA, SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1,519 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

DWG: F:\projects\012-1867\SWYO\Easements\012-1867_Sewer Easement_Boswellville 2ND Sub dwg USER: wheeler
 DATE: Aug 08, 2014 10:56am XREFS: 121867_pose 0121867_xbase_SID Sewer 0110941_FP Hwy Mats

PROJECT NO: 2012-1864

DRAWN BY: LJW

DATE: 07/08/2014

U.S. HIGHWAY 281 UTILITY EASEMENTS



OLSSON
ASSOCIATES

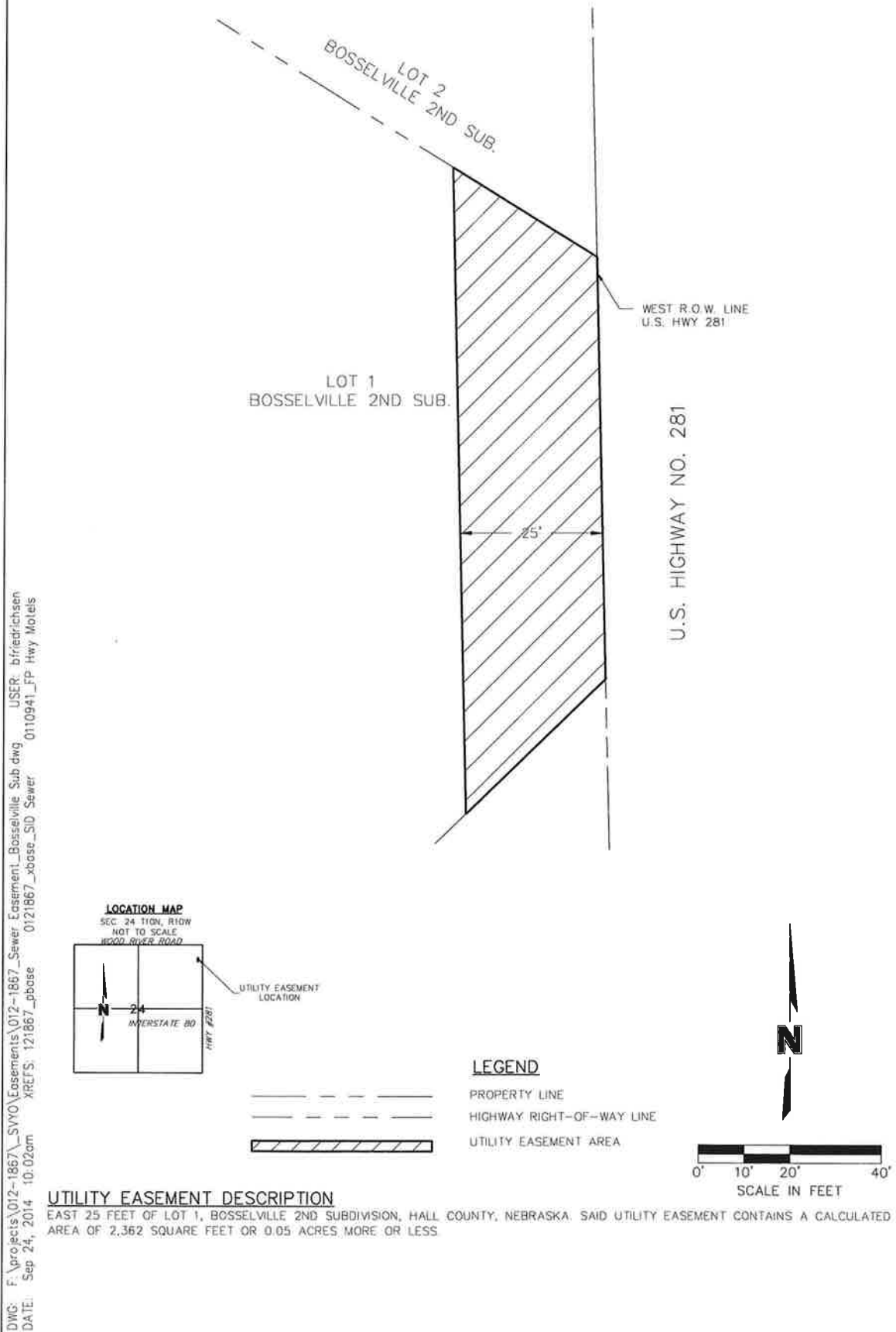
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

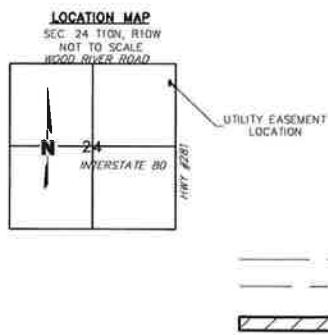
•

UTILITY EASEMENT

HALL COUNTY, NEBRASKA

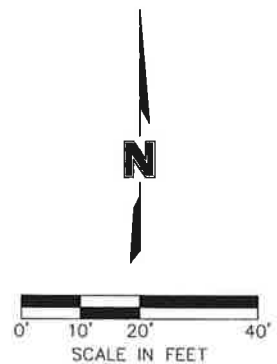


DWG: F:\projects\012-1867\SYNO\Easements\012-1867_Sewer_Easement1_Bosselville_Sub.dwg USER: bfriedrichsen
 DATE: Sep 24, 2014 10:02am XREFS: 121867_pbase 0121867_xbasse_SID Sewer 0110941_FP Hwy Motels



LEGEND

- PROPERTY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- UTILITY EASEMENT AREA



UTILITY EASEMENT DESCRIPTION

EAST 25 FEET OF LOT 1, BOSSELVILLE 2ND SUBDIVISION, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 2,362 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

| | | | | |
|-----------------------|---------------------------------------|--|---|---------|
| PROJECT NO: 2012-1864 | U.S. HIGHWAY 281 UTILITY EASEMENTS | | 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: LJW | | | | 2 |
| DATE: 07/08/2014 | | | | |

UTILITY EASEMENT

HALL COUNTY, NEBRASKA

NE COR.
SEC. 24-T10N-R10W

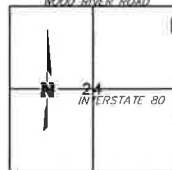
0' 50' 100' 200'
SCALE IN FEET

LEGEND

SECTION CORNER
SECTION LINE
PROPERTY LINE
HIGHWAY RIGHT-OF-WAY LINE
UTILITY EASEMENT AREA

QUITCLAIM DEED
INSTRUMENT NO. 200602787

LOCATION MAP
SEC. 24 T10N, R10W
NOT TO SCALE
KODOK RIVER ROAD



UTILITY EASEMENT
LOCATION

WEST R.O.W. LINE
U.S. HWY 281

25'

S00°47'14"E 950.00'
S0°47'14"E 2961.59'(V)

S87°53'14"W 105.84'

P.O.B.

E 1/4 COR.
SEC. 24-T10N-R10W

UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) 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 SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 950.00 FEET; THENCE S87°53'14"W, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 105.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE SOUTHEAST CORNER OF A TRACT OF LAND RECORDED IN INSTRUMENT NO. 200602787, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND TO THE INTERSECTION OF SAID SOUTH LINE AND A LINE PARALLEL TO AND 25.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE ALONG SAID LINE PARALLEL TO AND 25.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND; THENCE ALONG SAID NORTH LINE OF A TRACT OF LAND TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS AN APPROXIMATE AREA OF 12,292 SQUARE FEET OR 0.28 ACRES MORE OR LESS.

PROJECT NO: 2012-1867

DRAWN BY: LJW

DATE: 07/08/2014

U.S. HIGHWAY 281
UTILITY EASEMENTS

MOLSSON
ASSOCIATES

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

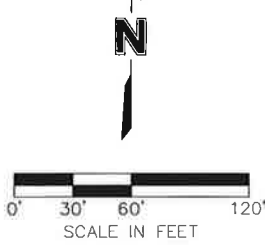
EXHIBIT

3

UTILITY EASEMENT

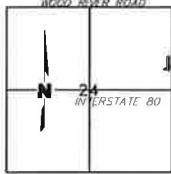
HALL COUNTY, NEBRASKA

NE COR.
SEC. 24-T10N-R10W



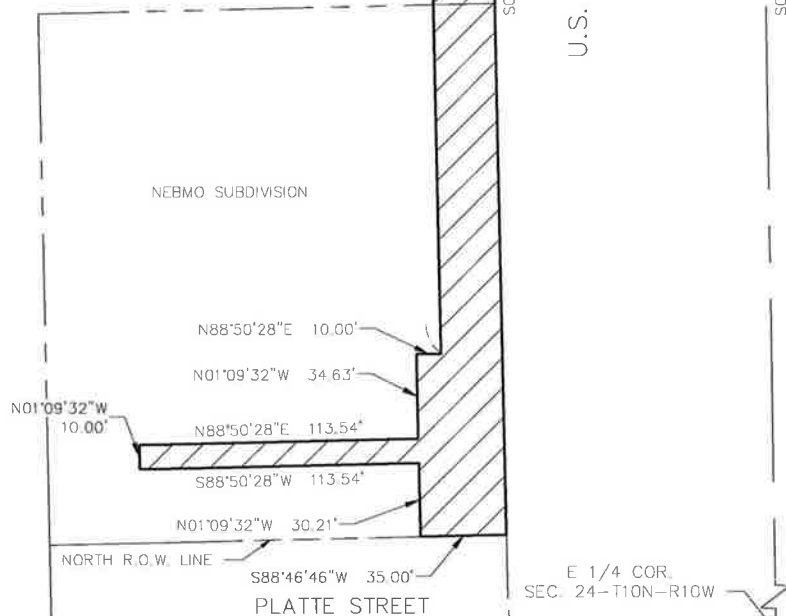
LOCATION MAP

SEC. 24 T10N, R10W
NOT TO SCALE
1000' RIVER ROAD



LEGEND

- SECTION CORNER
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- UTILITY EASEMENT AREA



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF (E1/2) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., WHICH ALSO INCLUDES PART OF NEBMO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID EAST HALF, A DISTANCE OF 1765.77 FEET; THENCE S88°27'18"W A DISTANCE OF 112.23 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF TRACT THREE, RECORDED IN INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S01°09'32"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 281, A DISTANCE OF 491.11 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET AND SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE S88°46'46"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET, A DISTANCE OF 35.00 FEET; THENCE N01°09'32"W, PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 30.21 FEET; THENCE S88°50'28"W A DISTANCE OF 113.54 FEET; THENCE N01°09'32"W A DISTANCE OF 10.00 FEET; THENCE N88°50'28"E A DISTANCE OF 113.54 FEET; THENCE N01°09'32"W, PARALLEL TO THE WEST RIGHT-OF-WAY LINE, A DISTANCE OF 34.63 FEET; THENCE N88°50'28"E A DISTANCE OF 10.00 FEET; THENCE N01°09'32"W, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 408.54 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT THREE, RECORDED IN SAID INSTRUMENT NO. 90-104283; THENCE N71°34'44"E, ALONG SAID NORTH LINE, A DISTANCE OF 26.18 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,065 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

PROJECT NO: 2012-1867
DRAWN BY: LJW
DATE: 07/08/2014

U.S. HIGHWAY 281
UTILITY EASEMENTS

MOLSSON
ASSOCIATES

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

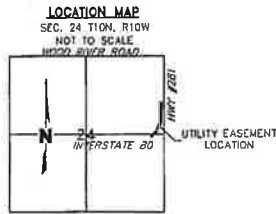
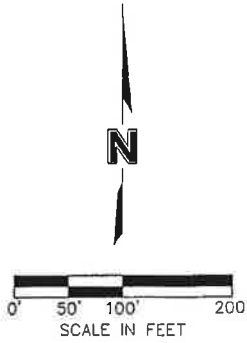
EXHIBIT

5

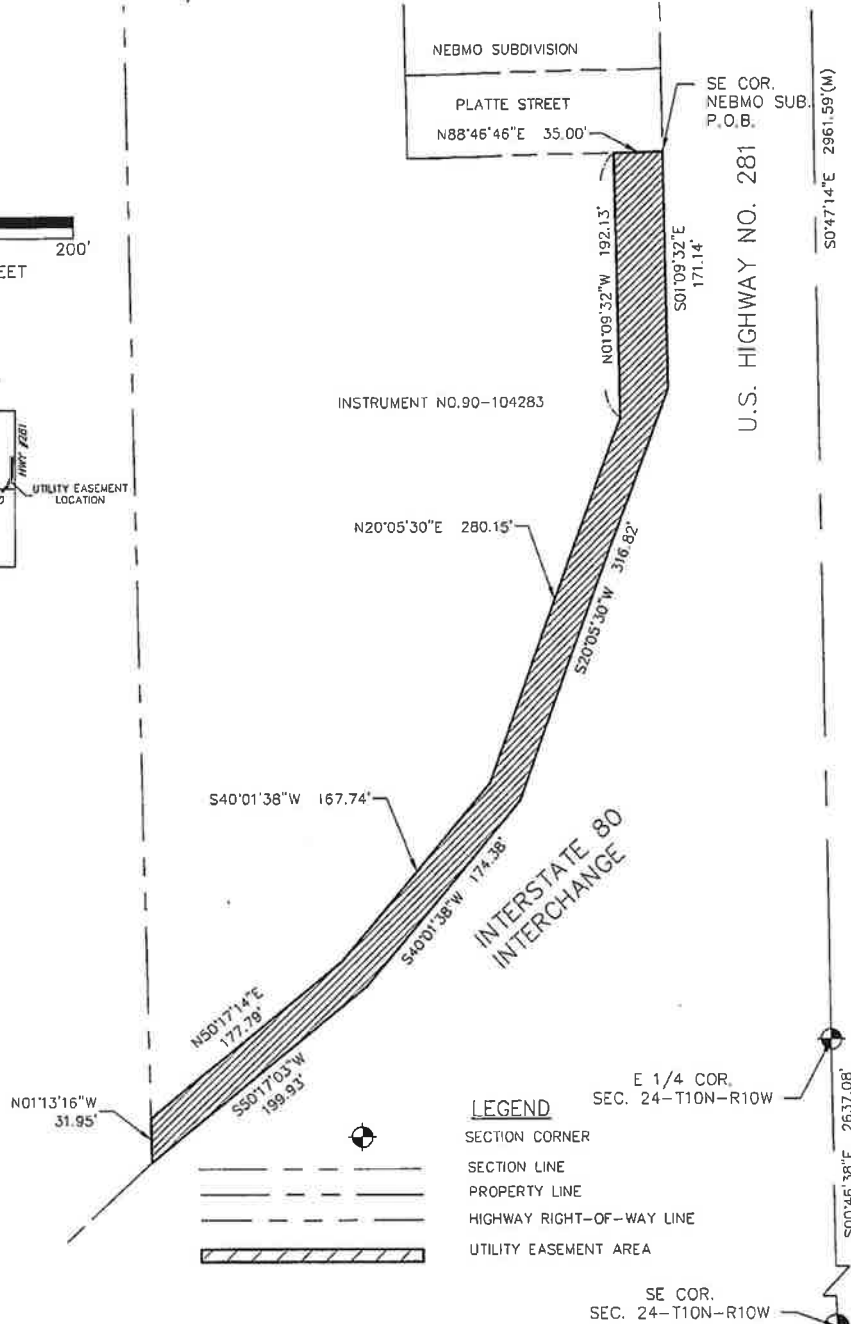
UTILITY EASEMENT

HALL COUNTY, NEBRASKA

NE COR.
SEC. 24-T10N-R10W



INSTRUMENT NO. 90-104283



LEGEND

- SECTION CORNER
- SECTION LINE
- PROPERTY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- UTILITY EASEMENT AREA

UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF (E1/2) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF NEBMO SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°09'32"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 281, A DISTANCE OF 171.14 FEET; THENCE S20°05'30"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 316.82 FEET; THENCE S40°01'38"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 174.38 FEET; THENCE S50°17'03"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 199.93 FEET TO THE SOUTHWEST CORNER OF TRACT THREE OF INSTRUMENT 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE N01°13'16"W, ON SAID WEST LINE, A DISTANCE OF 31.95 FEET; THENCE N50°17'14"E, PARALLEL TO THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 281 INTERCHANGE TO INTERSTATE 80, A DISTANCE OF 177.79 FEET; THENCE N40°01'38"E, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 167.74 FEET; THENCE N20°05'30"E, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 280.15 FEET; THENCE N01°09'32"W, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 192.13 FEET TO A POINT ON THE SOUTH LINE OF NEBMO SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF PLATTE STREET; THENCE N88°46'46"E, ALONG THE SOUTH LINE OF NEBMO SUBDIVISION, A DISTANCE OF 35.00 FEET; TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 22,818 SQUARE FEET OR 0.52 ACRES MORE OR LESS.

DWG: F:\projects\012-1867\SWV0\Essements\012-1867_Sewer_Easement_Bosselman.DWG
DATE: Aug 11, 2014 10:42am
USER: lwheeler
0110941_FP Hwy Motels
0121867_phase
XREFS: 121867_phase

| | | | | |
|-----------------------|-------------------|--------------------|---|---------|
| PROJECT NO: 2012-1864 | U.S. HIGHWAY 281 | MOLSSON ASSOCIATES | 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.6750 FAX 308.384.6752 | EXHIBIT |
| DRAWN BY: LJW | UTILITY EASEMENTS | | | 6 |
| DATE: 07/08/2014 | | | | |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement Located South of Faidley Avenue and West of the Surgery Center (T & E Cattle Co)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: April 28, 2015

Subject: Public Hearing on Acquisition of Utility Easement in SW
¼ of Section 13, Township 11 North, Range 10 West (T
& E Cattle Co)

Item #'s: E-3 & G-12

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

Background

On September 23, 2014, by Resolution No. 2014-297, City Council awarded the Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14 to The Diamond Engineering Company in the amount of \$925,292.70.

On February 24, 2015, by Resolution No. 2015-54, City Council approved Change Order No. 1 for such project in the amount of \$49,028.57. This change order allowed for grading to remedy poor drainage of Moores Creek from Old Potash Highway to the proposed Faidley Avenue, correction of a concrete outfall structure which drains into Moore's Creek that was not found during the survey for the project, modifications to storm sewer connections to existing structures and allow for a sleeve that is needed to account for misshaped pipe that was encountered during the water main lowering.

In order for this project to be completed the City needs to acquire a utility easement, as shown on the attached sketch.

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 have negotiated with the property owner to acquire the necessary utility easement to install and maintain utilities for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water

Improvements; Project No. 2014-W-14. This utility easement will allow for the improvements to the roadway and drainage along this portion of Faidley Avenue.

There will not be any compensation to the property owner for such utility easement.

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

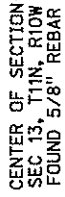
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the utility easement from T & E Cattle Co. for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14.

Sample Motion

Move to approve the resolution.

LARUE SUBDIVISION
(NOT A PART)

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

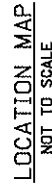


L1 - S00°44'27"E 60.00'
C1 - Δ 01°36'19"
R 520.00'
L 29.14'
C 29.13'
CB S58°21'40"W
L2 - N00°44'27"W 14.96'
L3 - N89°15'33"E 25.00'

EAST HALF SOUTHWEST QTR.




SEC. 13, T11N, R10W

PARCEL NO. 400150212



NOT TO SCALE

LEGEND

- SECTION LINE
 PROPERTY LINE
 EXISTING EASE
 PERMANENT ACQUISITION

| PERMANENT ACCESS EASEMENT DESCRIPTION |
|---------------------------------------|
|---------------------------------------|

A PERMANENT ACCESS EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QTR. SEC. 13, T11N, R10W IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE CENTER OF SAID SECTION 13, THENCE S89°15'33"W, ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 722.06 FEET; THENCE S00°44'27"E, A DISTANCE OF 60.00 FEET TO A POINT AT THE INTERSECTION OF THE EXISTING NORTHERLY RIGHT OF WAY OF FAIDLEY AVENUE AND THE SOUTH EXISTING DITCH RIGHT OF WAY AND THE POINT OF BEGINNING AND THE POINT OF CURVATURE OF A 520.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°36'19", AN ARC DISTANCE OF 29.14 FEET, THE CHORD OF SAID CURVE BEARS S58°21'40"W, A DISTANCE OF 29.13 FEET; THENCE N00°44'27"W, A DISTANCE OF 14.96 FEET; THENCE N89°15'33"E, ALONG SAID SOUTH EXISTING DITCH RIGHT OF WAY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 0.0042 ACRES, (185.03 SQUARE FEET).



| | | |
|---------|-------------|------------|
| EXHIBIT | PROJECT NO: | 110918.00 |
| | DRAWN BY: | JRE |
| | DATE: | 04/10/2015 |

FAIDLEY AVENUE PAVING IMPROVEMENTS NO. 2014-P-1
GRAND ISLAND, NEBRASKA



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item F-1

#9536 – Consideration of Annexation of Property Proposed for Platting as GI Acres Subdivision Located at 4311 West 13th Street (Second Reading)

Staff Contact: Craig Lewis

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 28, 2015

Subject: An Ordinance to include GI Acres Subdivision as an Addition to the City of Grand Island, Nebraska and the Adjoining Right-of -Way

Item #'s: F-1

Presenter(s): Craig Lewis, Building Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limit of the City of Grand Island be annexed into the City at the time of subdivision approval.

Niedfelt Property Management LLC as the owners of the property, submitted GI Acres Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on April 1, 2015.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

One existing residence would be added to the City as a result of this annexation.

Alternatives

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

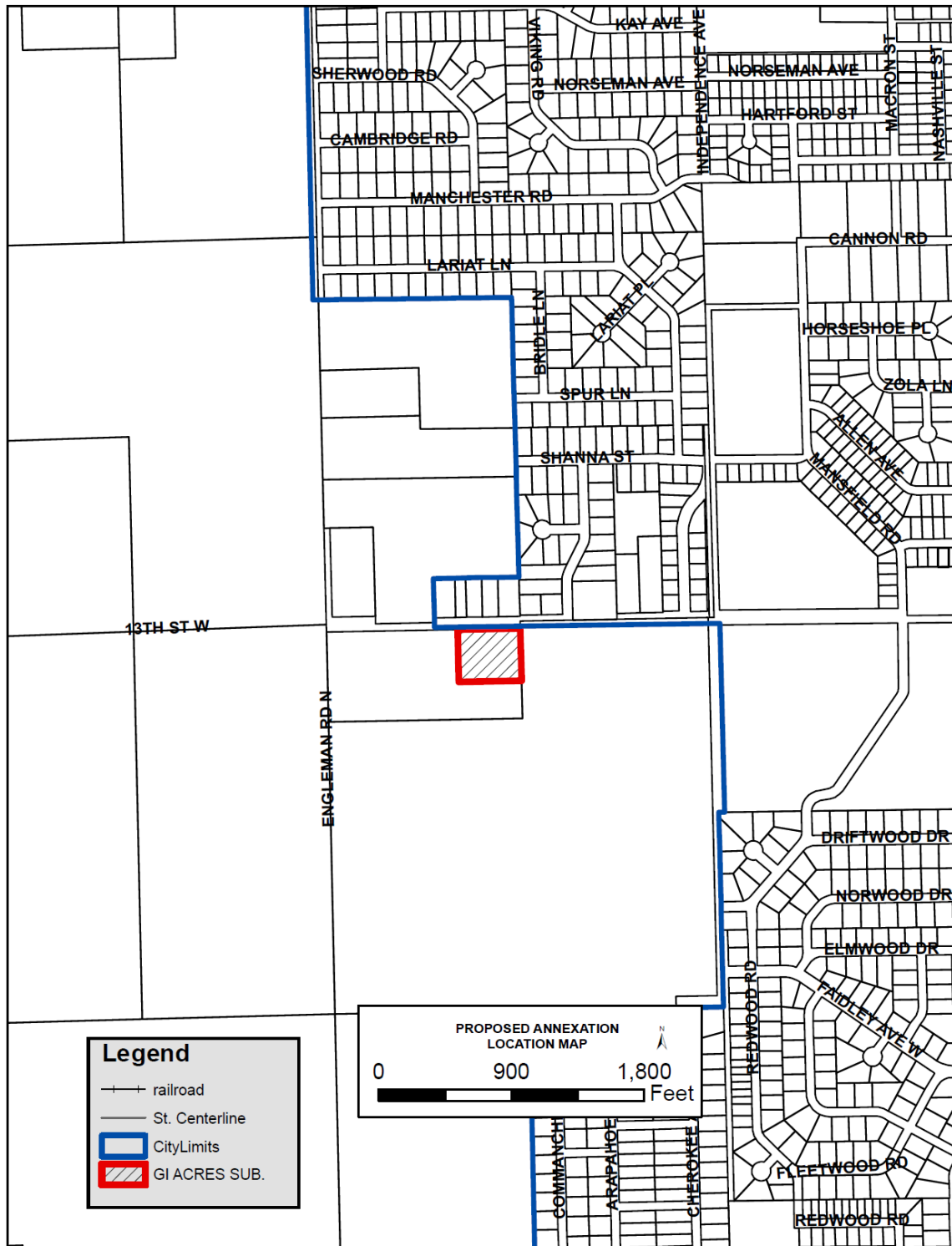
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9536

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of GI Acres Subdivision and the adjoining Right-Of-Way for 13th Street in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Niedfelt Property Management LLC, as owner of the property submitted a plat of GI Acres Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

| | | |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____ |
| April 24, 2015 | <input type="checkbox"/> | City Attorney |

ORDINANCE NO. 9536 (Cont.)

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on April 14, 2015 the City Council of the City of Grand Island approved such annexation on first reading and on April 28, 2015 approved such annexation on second reading and on May 12, 2015 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

ORDINANCE NO. 9536 (Cont.)

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

ORDINANCE NO. 9536 (Cont.)

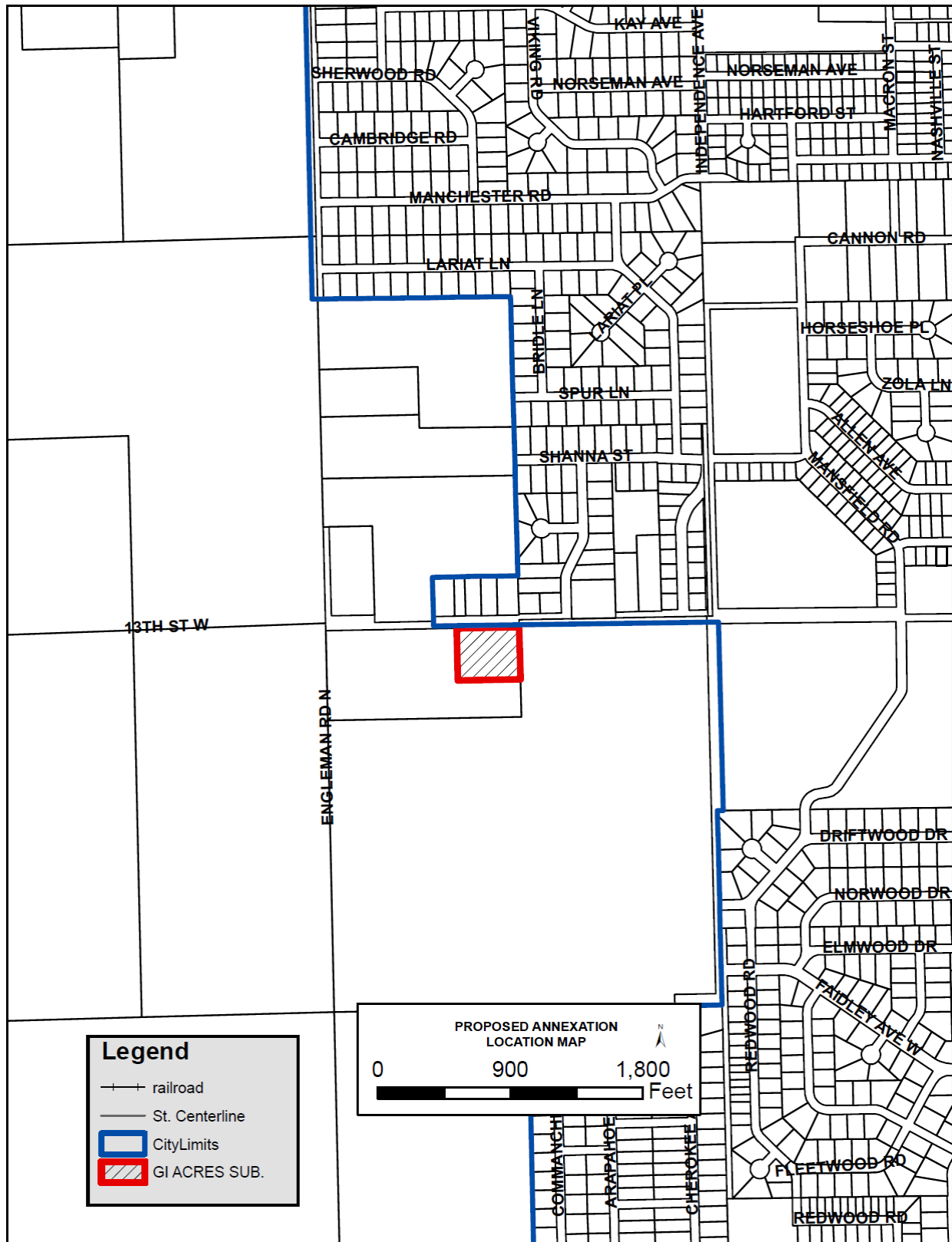
Enacted: April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9536 (Cont.)





City of Grand Island

Tuesday, April 28, 2015

Council Session

Item F-2

#9537 – Consideration of Amending Chapter 5 of the Grand Island City Code Relative to Bee Keeping

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: April 28, 2015

Subject: Amending Chapter 5 of City Code to allow Bee Keeping

Item #'s: F-2

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

A question by a responsible citizen of the City Of Grand Island regarding whether or not they could have bee hives in their yard began a discussion on whether or not bee keeping should be allowed and if so, should it be regulated. The Animal Advisory Board has met multiple times and has declared that bee keeping should be allowed and that it should be regulated. What is being presented tonight are the changes approved by the Animal Advisory Board.

Discussion

The Animal Advisory Board has voted to allow bee keeping within the city limits of Grand Island. This proposed ordinance is the result of discussions and public meetings on the issue of bee keeping. By a unanimous vote, the Animal Advisory Board has approved this ordinance and the regulations that it imposes on bee keeping.

This ordinance removed bees from the definition of vermin and in that same Definitions section, the relevant terms such as bee, colony and hive have been defined. The Nuisance Owner provision of §5-46 has been amended to prohibit one from possessing a bee hive for two years if they have been deemed a nuisance owner pursuant to the provisions of Chapter 5.

Article IX – Apiaries is a completely new Article and imposes the regulations for keeping bees within the city limits of Grand Island. Some of the highlights are that the hives must be enclosed by a “flyway,” one can only have 2 hives or boxes per lot and someone wanting to keep bees must apply for and be granted a permit by the Central District Health Department. The requirements for the permits include an educational component.

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

The Animal Advisory Board recommends that the Council approve the Ordinance amending Chapter 5 of City Code.

Sample Motion

Move to approve the Ordinance.

ORDINANCE NO. 9537

An ordinance to amend Chapter 5 of Grand Island City Code; to amend Section 5-1 and Section 5-46; and to add Sections 5-48 thru 5-57; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sections 5-1 and Section 5-46; and Sections 5-48 thru 5-57 of the Grand Island City Code is hereby amended to read as follows:

CHAPTER 5 ANIMALS

Article I. General

§5-1. Definitions

As used in this chapter, the following terms mean:

Abandon. To leave any animal in one's care, whether as owner or custodian, for any unreasonable length of time without making effective provision for its food, water, or other care as is reasonably necessary for the animal's health.

Animal. Any live, member of the Animal Kingdom with the following exceptions:

- Human beings;
- Animals that are sold commercially as food for human consumption;
- Animals that are slaughtered as food for human or animal consumption;
- Animals that are slaughtered or processed for human use;
- Animals that are used for scientific research conducted at commercial or academic facilities;
- Animals that are used as commonly acceptable bait for lawful fishing activities; or
- Vermin.

Animal Abuse. To knowingly, willfully, intentionally or inhumanely kill, maim, injure, torture, or beat an animal with the following exceptions:

- Euthanization or treatment by a Veterinarian or at a Veterinary Hospital or Clinic;
- Euthanization or treatment at an Animal Control Facility;
- Killing or injuring by members of law enforcement or Animal Control Officers in the course of their duties;
- Killing or injuring by persons protecting themselves or others from potential death or serious injury; or
- Training or disciplining an animal using commonly accepted methods.

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| Approved as to Form | □ _____ |
| April 24, 2015 | □ City Attorney |

ORDINANCE NO. 9537 (Cont.)

Animal Control Authority. The entity contracted to enforce the City of Grand Island's animal control laws. This also includes any law enforcement agencies authorized to enforce local, State, or Federal animal control laws.

Animal Control Officer. Any person employed or designated by any Animal Control Authority or law enforcement agency to enforce local, State, or Federal animal control laws.-

Animal Shelter. Any facility operated by the City or by the duly authorized Animal Control Authority for the purpose of impounding or caring for animals held under the authority of this chapter.

Anti-Escape Barrier. Any housing, fencing, or device humanely designed to prevent a dog from leaving an area.

Apiary. A place where bee colonies are kept.

Auctions Facility. Any commercial establishment place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of animals by owners.

Bedding. Dry material such as straw, cedar or wood chips, or any other absorbent material that provides insulation.

Bee. Any stage of the common domestic honey bee, *Apis Mellifera Species*.

Birds. Any feathered vertebrate, including pigeons, but excluding poultry.

Bite. Any seizure with the teeth or mouth by an animal which causes injury or harm.

Boarding Kennel. Any commercial facility used to house animals owned by persons other than the owner or operator.

Breeder. Any person or entity engaged in breeding and/or selling more than ten (10) animals in any twelve (12) month period.

Circus. A commercial variety show featuring animal acts for public entertainment.

Colony. A hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.

Commercial Animal Establishment. Any pet shop, grooming shop, auction facility, riding school or stable, performing animal exhibition, or kennel with the following exceptions:

An animal shelter;

ORDINANCE NO. 9537 (Cont.)

A veterinary hospital or clinic;
A commercial facility that sells, slaughters, or processes animals; or
A commercial or academic animal research facility.

Cruelly mistreat. To knowingly and intentionally kill, maim, disfigure, torture, beat, mutilate, burn, scald, or otherwise inflict harm upon any animal.

Cruelly neglect. To fail to provide any animal in one's care, whether as owner or custodian, with food, water, or other care as is reasonably necessary for the animal's health.

Dangerous Animal. An animal that has killed a human being; has inflicted injury on a human being that requires medical treatment, or has killed a domestic animal without provocation with the following exceptions:

An animal that is provoked;
An animal that is serving as a guard for persons or property; or
An animal that kills or injures a person who is trespassing.

Domestic animal. Shall mean a cat, a dog, or livestock.

Enclosure. Any tract of land intended to restrain or contain an animal by means of a building, fence, or any other means.

Fowl. Any poultry, other than pigeons.

Grooming Shop. A commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Health Department. The agency or organization the City contracts with or designates to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code related to public health and welfare.

Hive. A structure intended for the housing of a bee colony.

Hybrid animal. Any animal which is the product of the breeding of a domestic dog with a nondomestic canine species.

Humane killing. The destruction of an animal by a method which causes the animal a minimum of pain and suffering.

Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

ORDINANCE NO. 9537 (Cont.)

Livestock. Any hoofed animal commonly associated with domestic agricultural purposes, including but not limited to: horses, mules, donkeys, cows, sheep, goats, llamas, hogs, bovine, equine, swine, sheep, goats, domesticated cervine animals, ratite birds, or poultry.

Medical treatment. Treatment administered by a physician or other licensed health care professional.

Mutilation. Intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an animal. Mutilation does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

Owner. Any person(s), or legal entity having permanent control of an animal or housing, feeding, or controlling an animal for more than three (3) days with the following exceptions:

A boarding kennel; or

A veterinarian, veterinary hospital, or veterinary clinic.

Performing Animal Exhibition. Any spectacle, display, act, circus, fair, or event in which animals perform.

Pet. Any animal kept for pleasure or companionship rather than solely for utility.

Pet Shop. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed kennel, that buys, sells, or boards any species of animal.

Potentially Dangerous Animal. (a) Any animal that when unprovoked:

inflicts an injury on a human being that does not require medical treatment; or

injures a domestic animal; or

chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

Restraint. Securing an animal by a leash or lead which results in it being under the control of owner or custodian or being confined within the real property limits of its owner or custodian.

Riding School or Stable. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.

ORDINANCE NO. 9537 (Cont.)

Running at Large. Any dog or other animal off outside the premises of its owner or custodian and not controlled by a leash, cord, chain, rope, cage or other suitable means of physical restraint.

Shelter. Any structure with a roof and at least three (3) walls designed and capable of protecting and/or housing one or more animals while providing protection from the elements and affording any animal housed or protected in it, the space to sit, stand, lie down, and turn around.

Torture. Intentionally subjecting an animal to pain, suffering, or agony with the following exceptions:

1. The slaughter of animals as food for human or animal consumption;
2. The slaughter or processing of animals for human use;
3. The use of animals for scientific research conducted at commercial or academic facilities;
4. The use of animals as commonly acceptable bait for lawful fishing activities;
5. The extermination of vermin;
6. The euthanization or treatment of an animal by a Veterinarian or at a Veterinary Hospital or Clinic;
7. The euthanization or treatment of an animal at an animal control facility;
8. The killing or injuring of animals by members of law enforcement or Animal Control Officers in the course of their duties;
9. The killing or injuring of animals by persons protecting themselves or others from potential death or serious injury; or
10. The training or disciplining of animals using commonly accepted methods.

Vermin. Animals that infest places where humans live, work, or control and which are commonly considered objectionable, excluding animals used solely as feeder animals. Examples include but are not limited to rodents and insects.

Wild Animal. Any animal that is native to a foreign country, of foreign origin or character, not native to the United States, not native to the State of Nebraska, and/or is any wild, poisonous, or potentially dangerous animal not normally considered domesticated, including but not limited to monkeys, raccoons, skunks, snakes and lions but excluding birds and those animals listed on the Approved Animal List.

§5-46. Nuisance Owner

(A) Any owner or custodian in possession of any animal or bee hive regulated by this

ORDINANCE NO. 9537 (Cont.)

Chapter may be declared a Nuisance Owner upon written request by the Animal Control Authority, Animal Advisory Board or Law Enforcement of the City of Grand Island for any one of the following:

- a. The owner is convicted of one or more violations of this Chapter on four (4) separate occasions in a twenty-four (24) month period; or
- b. The owner has failed to comply with the requirements of City Code after the animal has been deemed Potentially Dangerous or Dangerous;

(B) Upon written request by the Animal Control Authority, Animal Advisory Board or Law Enforcement officials to declare an owner a Nuisance Owner, the owner must surrender the animal or bee hive(s) to the Animal Control Authority within five (5) days of receiving notice of Nuisance Ownership. Service of Nuisance Ownership shall be by personal service or certified U.S. Mail to the last known address of the owner. The animal or bee hive(s) will be impounded by the Animal Control Authority until a final determination of Nuisance Ownership has been made.

(C) In the event continuation of the nuisance ownership might cause irreparable harm or poses a serious threat to public health, safety or welfare, or the health, safety or welfare of residents of the property where the animal or bee hive(s) resides, the animal or bee hive(s) shall be impounded immediately by the Animal Control Authority and held until final determination of Nuisance Ownership is made.

(D) The owner may accept the Notice of Nuisance Ownership as a final determination, or the owner may appeal the Notice of Nuisance Ownership pursuant to Article VIII of this Chapter.

(E) Upon either acceptance of a Nuisance Ownership determination or after appeal and a determination by the Animal Advisory Board of Nuisance Ownership, the disposition of the animal or bee hive(s) will be at the discretion of the Animal Control Authority and what it determines appropriate.

(F) The owner will be responsible for payment of all impoundment fees as laid out in the City Fee Schedule.

(G) Nuisance owners shall be prohibited from owning or residing with any animal or keeping bees within the corporate limits of the City of Grand Island for a period of two (2) years from the date of determination. Owners found to be in violation of this subsection shall be subject to the Animal Control Authority immediately impounding and disposing of the animal or bee hive(s). Ultimate disposition of the animal or hive(s) will be at the discretion of the Animal Control Authority.

(H) Any person violating any provision of this section shall be fined pursuant to §1-7 of this code. If a violation is of a continuing nature, i.e., each day after the deadline that the animal or bee hive(s) is in the possession of a prohibited owner, each day of the violation shall constitute a separate violation.

Article IX. Apiaries

§5-48. Hives.

All bee colonies shall be kept in a hive that is capable of being inspected and with removable combs, which shall be kept in a sound and usable condition.

§5-49. Location of Hives.

No person shall establish or maintain any hive or box where bees are kept, or keep any bees on the premises within fifty (50) feet of any dwelling (excluding the dwelling of the owner of such bees) or within fifteen (15) feet of any lot line, sidewalk, alley, or other public way.

§5-50. Fencing of Flyways.

In each instance, the owner shall establish and maintain a flyway barrier at least six (6) feet in height consisting of a solid wall or fence around the hives or boxes so that all bees are forced to fly at an elevation of at least six (6) feet above ground level in the vicinity of the hive or box.

§5-51. Minimum Area Required.

No person shall establish or maintain more than two (2) hives or boxes where bees are kept on any lot.

§5-52. Standards for Management.

Any person keeping bees shall:

- (a) Minimize swarming of bees;
- (b) Provide an adequate year round source of water on the premises;
- (c) Provide an adequate number of hives or boxes; and
- (d) Maintain and manage such boxes or hives so as not to create a nuisance.

§5-53. Permits Required.

Anyone desiring to keep bees on their property in the City of Grand Island must first apply for and be granted a permit. The permit will be issued by the Central District Health Department or their designee upon payment of a permit fee as established and adopted by the Board of Health renewable annually, without inspection, upon showing of no complaints received about the bee keeping operation and payment of renewal fee as established and adopted by the Board of Health. If complaints have been received within the prior year, a new application and application fee shall be submitted. All permit fees paid pursuant to the provisions of this section shall be paid to the Central District Health Department. Permits shall include, but not be limited to, the following information:

- a. Applicant must be a resident of the City of Grand Island;
- b. Proof of the specific lot or parcel inclusive of the lot size (available for free on the City of Grand Island's website) where the bees are to be kept;

ORDINANCE NO. 9537 (Cont.)

- c. Whether or not the lot is the primary residence of the applicant;
- d. Location of the proposed hives or boxes on the lot or parcel;
- e. Two (2) forms of contact for the applicant;
- f. Proof of education on bee keeping which may be proven by:
 - a. Certificate of completion of an educational course including a minimum of three (3) hours of practical application;
 - b. Certificate of completion of an educational course with a minimum of three (3) hours of practical application under an established beekeeper in the State of Nebraska signed by the cooperating beekeeper;
 - c. Affidavit of applicant that the applicant has spent a minimum of twelve (12) hours of internship under an established beekeeper in the State of Nebraska signed by the cooperating beekeeper; or
 - d. Affidavit of applicant stating that the applicant has been active in beekeeping in Nebraska for a period of not less than two (2) consecutive years and has established hives.
- g. Enclosure of the hives or boxes by a six (6) foot privacy structure with a sign posted on the enclosure stating that bee hive(s) are present;
- h. Year round water source for the bees; and
- i. Other such information as may be deemed necessary by the issuing agency.

§5-54. Falsifying Permits.

All statements on the required permits will be made under oath. Upon showing of any false statements by the applicant, the applicant shall be guilty of an infraction punishable by a fine pursuant to §1-7 of this Code and their hives or boxes will be forfeited to the appropriate agency. The applicant will be barred from keeping bees for a period of two (2) years upon proof of falsifying a permit.

§5-55. Queens.

In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

§5-56. Nuisance.

The keeping by any person of bee colonies in the City not in strict compliance with this section is prohibited. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive, which, by virtue of its condition, has obviously been abandoned by the beekeeper, is deemed a hazard to the health and welfare of the community, is unlawful, and may be removed from the City or turned over to a beekeeper by the Animal Control Authority or their designee.

ORDINANCE NO. 9537 (Cont.)

§5-57. Penalty for Violations.

Any person upon whom a duty is placed by the provisions of this Article who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of this Article, shall be fined pursuant to §1-7 of this Code and be subject to the provisions of §5-46 Nuisance Owner of this Code. Each day that a violation of any section of this chapter continues shall constitute a separate and distinct offense and shall be punishable as such. The penalties herein provided shall be cumulative with and in addition to any penalty or forfeiture elsewhere in this chapter provided.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item F-3

#9530 – Consideration of Amending Chapter 29 of the Grand Island City Code Relative to Food Manager Permits

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: April 28, 2015

Subject: Amending Chapter 29 to add Certified Food Manager Permits

Item #'s: F-3

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

Periodically the Central District Health Department reviews the Nebraska Pure Food Act and any changes made to the Act. A new requirement for a Certified Food Manager is being requested by the Central District Health Department.

Discussion

Two new definitions are being added to Chapter 29 of City Code. They are Potentially Hazardous Food and State Fair Permit. Seven new sections are also being added to Chapter 29 regarding a Certified Food Manager and the permitting process, requirements and regulations for a Certified Food Manager. These provisions specify that any food establishment that serves potentially hazardous foods are required to have at least one certified food manager in a supervisory position. A Certified Food Manager has to show that they have completed an ANSI accredited food manager training course before a permit will be issued to them. These permits must be displayed in the establishment. Any employee that prepares and handles potentially hazardous food will have to show that they have successfully completed a food handler safety course that is approved by the Central District Health Department within 14 days of being hired by the establishment. The purpose of these changes is to ensure the safety of the public that eats food at an establishment that serves potentially hazardous food.

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 Ordinance amending Chapter 29 of City Code.

Sample Motion

Move to approve the Ordinance.

ORDINANCE NO. 9530

An ordinance to amend Chapter 29 of Grand Island City Code; to amend Section 29-2; and to add Sections 29-20 thru 29-26; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 29-2; and Sections 29-20 thru 29-26 of the Grand Island City Code is hereby amended to read as follows:

CHAPTER 29 RESTAURANTS AND FOOD SERVICE

§29-2. Definitions

As used in this chapter, the following terms shall have the following meanings:

ANSI. American National Standards Institute.

Bakery. An establishment whose primary operation is the manufacture and sale of baked goods, i.e. donuts, cakes, and breads.

Cafeteria. A self-service establishment with little to no table service in an education institution.

Caterer. A person who transports ready to eat food from a permitted food service establishment to another location or building for service on a per event basis for hire, and does not include a temporary food service event.

Commissary. A food establishment where food, food containers, or food supplies are kept, handled, prepared, packaged, or stored for use in mobile food units, pushcarts, or vending machines.

Food Establishment. An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. The term does not include:

- (1) An establishment or vending machine operation that offers only prepackaged soft drinks, carbonated or noncarbonated, that do not contain a primary dairy product or dairy ingredient base or that contain less than fifteen percent natural fruit or vegetable juice; candy; chewing gum; potato or corn chips; pretzels; cheese puffs and curls; crackers; popped popcorn; nuts and edible seeds; and cookies, cake, pies, and other pastries, that are not potentially hazardous.
- (2) A produce stand that only offers whole, uncut fruits and vegetables.
- (3) A food processing plant.
- (4) A salvage operation.

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| Approved as to Form | □ |
| April 24, 2015 | □ City Attorney |

ORDINANCE NO. 9530 (Cont.)

(5) A private home where food is prepared or served for personal use, a small day care in the home, or a hunting lodge, guest ranch, or other operation where no more than ten paying guests eat meals in the home.

(6) A private home or other area where food that is not potentially hazardous is prepared: (a) for sale or service at a function as a religious, charitable, or fraternal organization's bake sale or similar function; or (b) for sale directly to the consumer at a farmers market if the consumer is informed by a clearly visible placard at the sale location that the food was prepared in a kitchen that is not subject to regulation and inspection by the regulatory authority.

(7) The location where food prepared by a caterer is served so long as the caterer only minimally handles the food at the serving location.

(8) A pharmacy as defined in Neb. Rev. Stat. §71-425 if the pharmacy only sells prepackaged pharmaceutical, medicinal, or health supplement foods that are not potentially hazardous or foods described in subsection (1) of this section.

Food Processing Plant. A commercial operation that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to the consumer.

Licensed Beverage Establishment. An establishment that serves alcoholic beverages and may or may not provide limited food service, e.g. frozen prepackaged sandwiches, frozen pizza, hot dogs, popcorn. Any item not requiring preparation on site.

Limited Food Service Establishment. An establishment that serves or otherwise provides only snack items or commercially prepared and wrapped foods that require little or no preparation.

Mobile Food Unit or Pushcart. A vehicle mounted food establishment designed to be readily movable that returns to a commissary daily for clean-up and service, unless self-contained.

Nonprofit Organization. An organization holding a certificate of federal tax exemption under Section 501 of the Internal Revenue Code or an organization that conducts its major activities for charitable or community betterment purposes.

Potentially Hazardous food. A food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxic formation.

Retail Food Store. Any store, location or place of business occupied or used for the sale at retail to the public of groceries, fruits, vegetables, materials for human consumption or articles ordinarily and commonly sold from a grocery, fruit or vegetable store or stand not coming within the definition of the term "restaurant," the term "milk," the term "frozen dessert," or the term "meat."

ORDINANCE NO. 9530 (Cont.)

Seasonal Food Service. The act of selling or offering for sale food items on a seasonal basis, for a period of six months or less, at a concession stand, hot dog stand, ice cream truck, etc.

Separate Facility: Additional facility types operating within the scope of a permitted establishment.

State Fair Permit: A facility that is operating as a food establishment on the grounds of the Nebraska State Fair during the time frame of the Nebraska State Fair.

Temporary Food Establishment. A food establishment that operates for a period of no more than three (3) consecutive days in conjunction with a single event or celebration.

§29-20. Certified Food Manager

All licensed food establishments that serve potentially hazardous food are required to have at least one (1) certified food manager per facility who shall be in a supervisory position. A certified food manager shall be present a majority of the time during operating hours. Establishments that are exempt from having a certified food safety manager include:

- (1) Facilities holding a drink only permit.
- (2) Limited food service operations.
- (3) Retail food facilities.
- (4) Temporary food establishments.
- (5) Facilities with a State Fair permit.

§29-21. Certified Food Manager Permit; Application and Requirements

An application for a food manager permit shall be submitted to the Health Department on a form provided by the Department. Each application shall include:

- (1) The applicant's full name, date of birth, current mailing address, and telephone;
- (2) The signature of the applicant;
- (3) Verification of successfully completing an ANSI accredited food manager training course;
- (4) Appropriate application fee as adopted by the board of health.
- (5) Such other pertinent information as requested on form.

§29-22. Certified Food Manager Permit; Issuance

The Health Department shall review the application, and based on requirements in Grand Island City code 29-21, issue or deny the permit within a reasonable time not to exceed 30 days.

§29-23. Certified Food Manager Permit; Term

A food manager permit shall be valid for 3 years after the date of issuance.

§29-24. Certification Non-Transferable

A food manager certificate is not transferable from one (1) person to another person. A certified manager may not act in said capacity for more than one (1) establishment or location at the same time.

ORDINANCE NO. 9530 (Cont.)

§29-25. Proof of Certification

Each certified food manager shall display the certificate in a prominent location in the establishment.

§29-26. Certified Food Handler

All employees of a permitted food establishment that prepare and handle potentially hazardous food shall have successfully completed a food handler safety course approved by the Central District Health Department within 14 calendar days of hire. Establishments that are exempt from having a certified food handler include:

- (1) Facilities holding a drink only permit.
- (2) Limited food service operations.
- (3) Retail food facilities.
- (4) Temporary food establishments.
- (5) Facilities with a State Fair permit.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-1

Approving Minutes of April 14, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 14, 2015

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 April 14, 2015. Notice of the meeting was given in *The Grand Island Independent* on April 8, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Jeremy Jones was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by Bishop Jared Noorlander, Church of Jesus Christ of Latter-day Saints, 212 West 22nd Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen introduced Community Youth Council members Ruth Palma and Marco Cuellar.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Grand Island Central Catholic/Grand Island Senior High Matt Novinski - State Champion Swimming – 100 Yard Backstroke and Coach Brian Jensen. Mayor Jensen and the City Council recognized Matt Novinski for his state championship win in the 100 yard backstroke. Also recognized was Coach Brian Jensen. Mr. Novinski and Mr. Jensen were present for the recognition.

Recognition of Grand Island Senior High Billy Thompson and Edgar Silva - Class "A" State Wrestling Champions and Coach Joey Morrison. Mayor Jensen and the City Council recognized Billy Thompson and Edgar Silva for their state championship wins in wrestling. Also recognized was their Coach Joey Morrison. Mr. Thompson and Coach Morrison were present for the recognition.

Recognition of Grand Island Central Catholic High School Girls Dance Team State Championship in Hip Hop Dance and Jazz Dance. Mayor Jensen and the City Council recognized the following Grand Island Central Catholic High School Girls Dance Team for their championship win at state in Hip Hop Dance and Jazz Dance: Regan Dimmitt, Kennedy Martinez, Megan Wardyn, Jenny Sindt, Emily Harders, Ali Nowicki, and Brynn Sealock. Also recognized was their Coach Erin Neuhaus.

Presentation by the Nebraska State Fair. Executive Director of the Nebraska State Fair Joseph McDermott gave an update on the 2015 Nebraska State Fair. The 2015 Nebraska State Fair will run from August 28, 2015 through September 7, 2015. This year the “Wow” factor would be the

outdoor concerts headlining Keith Urban on Saturday, August 29th and Jerrod Niemann on Friday, August 28th along with other indoor concerts. New to the fair would be the National Firefighters Challenge and returning for the second year was the State Fair Marathon. Presented to the Mayor and City Council was a check in the amount of \$100,000.00 to be used for Community Betterment.

PUBLIC HEARINGS:

Public Hearing on Request from Jarhead, Inc. dba Texas T-Bone, 1201 South Locust 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 Jarhead, Inc. dba Texas T-Bone, 1201 South Locust Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 24, 2015; notice to the general public of date, time, and place of hearing published on April 4, 2015; notice to the applicant of date, time, and place of hearing mailed on March 24, 2015; 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. Bennett Chamness, 1027 East Bismark Road spoke in support. No further public testimony was heard.

Public Hearing on Adoption of Amendments to Chapter 36 of the Grand Island City Code Relative to Zoning Regulations. Regional Planning Director Chad Nabity reported that changes were needed to Chapter 36 of the Grand Island City Code regarding Group Homes, Guest Room to Guest Buildings, and including extraterritorial jurisdiction within the two miles of the City Limits on the approved zoning map. Staff recommended approval. No public testimony was heard.

Public Hearing on Adoption of the Grand Island Zoning Map. Regional Planning Director Chad Nabity reported that this was the re-adoption of the Grand Island Zoning Map as produced by the Hall County Geographic Information System as the official zoning map for the City of Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property Located at 4311 West 13th Street from TA Transitional Agriculture to LLR Large Lot Residential (Niedfelt Property Management, LLC). Building Department Director Craig Lewis reported that a request had been received to rezone property located at 4311 West 13th Street (west of Westridge Middle School on the south side of 13th Street) from TA Transitional Agriculture to LLR Large Lot Residential. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation of Property Proposed for Platting as GI Acres Subdivision Located at 4311 West 13th Street. Building Department Director Craig Lewis reported that Niedfelt Property Management LLC submitted GI Acres Subdivision as an addition to the City of Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Wilkinson Development, Inc.]. Public Works Director John Collins reported that a permanent easement was needed in order to extend City sanitary sewer to businesses along

US Highway 281 near the Interstate 80 interchange. This easement would allow for construction, operation, maintenance, extension, repair, replacement and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 235 Roberts Street (Steve and Beckie Glause). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 235 Roberts Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The overhead power line had existed on the property for at least thirty years without benefit of an easement. The property had changed owners and probable uses. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9532 - Consideration of Vacation of Utility Easement at 235 Roberts Street - Glause

#9533 - Consideration of Revision of Chapter 35 of the Grand Island City Code Relative to Water

#9534 – Consideration of Adoption of Amendments to Chapter 36 of the Grand Island City Code Relative to Zoning Regulations

#9535 – Consideration of Request to Rezone Property Located at 4311 West 13th Street from TA Transitional Agriculture to LLR Large Lot Residential (Niedfelt Property Management, LLC)

#9536 – Consideration of Annexation of Property Proposed for Platting as GI Acres Subdivision Located at 4311 West 13th Street (First Reading)

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

#9532 - Consideration of Vacation of Utility Easement at 235 Roberts Street - Glause

Utilities Director Tim Luchsinger reported that the owner of 235 Roberts Street had requested the vacation of the easement so a building could be constructed on two lots. Staff recommended approval.

Motion by Donaldson, second by Paulick to approve Ordinance #9532.

City Clerk: Ordinance #9532 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9532 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9532 is declared to be lawfully adopted upon publication as required by law.

#9533 - Consideration of Revision of Chapter 35 of the Grand Island City Code Relative to Water

Utilities Director Tim Luchsinger reported that changes were needed to Chapter 35 of the Grand Island City Code relative to inaccuracies due to changes over time, current terminologies, and organization structure currently in place. Staff recommended approval.

Discussion was held regarding meters that could be read remotely. There were approximately 3,000 meters that did not have remote capability. Explained was the process of averaging water bills for those meters that could not be read monthly. Mr. Luchsinger stated new construction required smart readers.

Motion by Haase, second by Hehnke to approve Ordinance #9533.

City Clerk: Ordinance #9533 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9533 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9533 is declared to be lawfully adopted upon publication as required by law.

#9534 – Consideration of Adoption of Amendments to Chapter 36 of the Grand Island City Code Relative to Zoning Regulations

This item related to the aforementioned Public Hearings. Staff recommended approval. Discussion was held regarding feedback from Group Homes. Mr. Nabity stated the feedback he received was positive.

Motion by Paulick, second by Haase to approve Ordinance #9534.

City Clerk: Ordinance #9534 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9534 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9534 is declared to be lawfully adopted upon publication as required by law.

#9535 – Consideration of Request to Rezone Property Located at 4311 West 13th Street from TA Transitional Agriculture to LLR Large Lot Residential (Niedfelt Property Management, LLC)

This item related to the aforementioned Public Hearings. Staff recommended approval. Discussion was held regarding the number of lots. Mr. Lewis stated there was one lot at this time.

Motion by Stelk, second by Fitzke to approve Ordinance #9535.

City Clerk: Ordinance #9535 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9535 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9535 is declared to be lawfully adopted upon publication as required by law.

#9536 – Consideration of Annexation of Property Proposed for Platting as GI Acres Subdivision Located at 4311 West 13th Street (First Reading)

This item related to the aforementioned Public Hearing.

Motion by Donaldson, second by Haase to approve Ordinance #9536 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent Agenda item G-5 was pulled from the agenda. Motion by Fitzke, second by Stelk to approve the Consent Agenda excluding item G-5. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 24, 2015 City Council Regular Meeting.

Approving Minutes of March 28, 2015 City Council Study Session (Retreat).

Approving Minutes of April 7, 2015 City Council Study Session.

Approving Appointment of Ryan Hand to the Downtown Business Improvement District 2013 Board.

#2015-85 - Approving Final Plat and Subdivision Agreement for Sterling Estates 4th Subdivision. This item was pulled at the request of the developer.

#2015-86 - Approving Statewide Arboretum Grant Re-Application for Trees at Kaufmann Cummings Plaza.

#2015-87 - Approving Extension Request for Community Development Block Grant 12-DTR-104 to April 1, 2016.

#2015-88 - Approving Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Wilkinson Development, Inc.] in the Amount of \$1,200.00.

#2015-89 - Approving Temporary Construction Easement for Hall County Sanitary Sewer District 2 (SID 2) [Wilkinson Development, Inc./Bosselman Oil, Inc./Pragya, Inc./Sinha] in the Amounts of \$620.00; \$2,550.00; 2,930.00; and \$590.00 respectively.

#2015-90 - Approving Award of Proposal for Polymer for Primary/Final Clarifier Sludge with Consolidated Water Solutions of Omaha, NE in an Amount of \$1.48 per pound.

#2015-91 - Approving Amendment No. 1 to Agreement for Engineering & Consulting Services for Step 7 Detailed Site Assessment at the Former Grand Island Disposal Area with G.N. Kuhn Engineering, LLC of Omaha, NE for an Increase not-to-exceed \$11,450.00 and a Revised Agreement Amount of \$91,400.00.

#2015-92 - Approving Amendment No. 10 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch for an Increase of \$46,000.00 and a Revised Agreement Amount of \$9,227,115.00.

#2015-93 - Approving Bid Award for Handicap Ramp Project No. 2015-HC-1 with The Diamond Engineering Company of Grand Island, NE in an Amount of \$197,706.81.

#2015-94 - Approving Acquisition of Utility Easement located at 235 Roberts Street (Steve and Beckie Glause).

#2015-95 - Approving Change Order No. 1 for Voltage Regulator Upgrades at Platte Generating Station with ABB, Inc. of St. Laurent, Quebec, Canada for an Increase of \$20,318.23 and a Revised Contract Amount of \$564,554.23.

#2015-96 - Approving Bid Award for Water Main District 467T - Engleman Road from Old Potash Highway, South 1/2 Mile with Judds Brothers Construction Company of Lincoln, NE in an Amount of \$299,498.90.

#2015-97 - Approving Adoption of the Grand Island Zoning Map.

#2015-98 - Approving Neighborhood Stabilization Program Re-Use Funds Development Agreement with Habitat for Humanity.

#2015-99 - Approving Change Order No. 2 for Headworks Improvement Project No. WWTP-2013-1 with Garney Companies, Inc. of Gardner, KS for a Decrease of \$42,498.00 and a Revised Contract Amount of \$16,850,757.00.

#2015-100 - Approving Dog Park Location at L. E. Ray Lake.

#2015-101 – Approving Rental of Commercial Space Contract with St. Francis Medical Center of Grand Island, NE in an Amount of \$231.00 for the first year, \$235.62 for the second year, and \$240.24 for the third year.

#2015-102 – Approving Contract for Medical Testing with Twin Rivers Urgent Care, LLC of Grand Island, NE in an Amount of \$908.50.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #17 - Husker Highway Redevelopment Study to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that Chief Industries had submitted a blight and substandard study for an area they intended to develop. The property consisted of 116.5 acres and was located in the southwest portion of Grand Island west of U.S. Highway 281 south of Husker Highway. Staff recommended Council move this forward to the Regional Planning Commission.

Discussion was held regarding the development and the use of Tax Increment Financing (TIF). Mr. Nabity stated he thought this project would develop quicker with TIF financing. This item would come back to Council for final approval.

Motion by Haase, second by Donaldson to approve forwarding the Blighted and Substandard Area #17 – Husker Highway Redevelopment Study to the Regional Planning Commission. Upon roll call, all voted aye. Motion adopted.

RESOLUTIONS:

#2015-103 - Consideration of Request from Jarhead, Inc. dba Texas T-Bone, 1201 South Locust Street for a Class “C” Liquor License and Liquor Manager Designation for Jesus Lopez-Ramirez, 328 South Plum Street. This item related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve Resolution #2015-103. Upon roll call vote, all voted aye. Motion adopted.

#2015-104 - Consideration of Appointment of Aaron Schmid as Human Resources Director. City Administrator Marlan Ferguson reported that Aaron Schmid had been interviewed and selected

as the next Human Resources Director and was prepared to start work on April 27, 2015. He would start at Step 9 of the Human Resources Director salary table at \$89,225.73 annually.

Motion by Stelk, second by Paulick to approve Resolution #2015-104. Upon roll call vote, all voted aye. Motion adopted.

Mr. Schmid thanked the Council and stated he looked forward to joining this community and the organization.

PAYMENT OF CLAIMS:

Motion by Hehnke, second by Donaldson to approve the Claims for the period of March 25, 2015 through April 14, 2015, for a total amount of \$4,235,580.83. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:16 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-2

Approving Minutes of April 21, 2015 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

April 21, 2015

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on April 21, 2015. Notice of the meeting was given in the *Grand Island Independent* on April 15, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council members Kennedy Martinez and Makayla Morgan

INVOCATION was given by Community Youth Council member Kennedy Martinez followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Discussion Regarding Amending Chapter 5 of City Code to Allow Bee Keeping. Assistant City Attorney Stacy Nonhof reported that the Animal Advisory Board had met and unanimously voted to allow bee keeping within the city limits of Grand Island. Reviewed were the recommended changes to Chapter 5 regarding bee keeping along with definitions. Regulations included: hives must be enclosed by a “flyway,” one could only have 2 hives or boxes per lot and someone wanting to keep bees must apply for and be granted a permit by the Central Nebraska Health Department. The requirements for the permits included an educational component.

Ms. Nonhof stated Apiaries (a place where bee colonies were kept) would be added to the Grand Island City Code Chapter 5. She explained that hives were subject to inspection and must be maintained in good condition. Hives also must be a least 50 feet away from the dwelling of a neighboring property and at least 15 feet away from any lot line, sidewalk, alley or other public right-of-way. They must be enclosed by a structure at least 6 feet tall and no more than 2 hives per lot within the City limits were allowed. Anyone wanting to keep bees must get a permit from the Central District Health Department and the fees would be set by the Health Department.

Required permit information and proof of education were reviewed. Anyone falsifying permits would result in a fine and having the hives confiscated. If a hive became aggressive the owner would be required to re-queen the colony. Any hives that had been abandoned, were not proper structures for beekeeping, or were a hazard to the health and welfare of the community may be

removed by the City and turned over to the Animal Control Authority. Any violations were subject to a fine and may possibly result in being deemed a Nuisance Owner.

The following people spoke in support:

- Charlie Gregory, 4159 West Faidley Avenue
- Brian Nilson, 108 Carnahan Street, Marquette, NE
- Menetta Kahn, 2831 Wortman Drive, Apt. 14
- Marshall Fischer, 516 South Tilden Street
- Kurt Busskohl, 4164 Norwood Drive
- Judy Weseman, 1107 North Brass Avenue, Juniata, NE
- Gash Rom, 307 Shady Bend Lane
- Brent Adrian, 923 North Hastings Avenue, Hastings, NE
- Keith Pobanz, 4793 West Old Potash Highway

The following person spoke in opposition:

- Don Albright, 2405 Parkview Drive

Discussion was held regarding reactions to bees and if that would be a fear factor or concern for the community. Comments were made about getting neighborhood approval before allowing bee hives. Safety was mentioned as being very important. These would be people who would be hobbyists with restrictions regarding the number of hives per residence. Mentioned were Lincoln and Omaha who allowed bees and had no problems with them.

Ms. Nonhoff explained there was no reference in this Ordinance that would require neighborhood approval. She also explained the requirements for enclosed structure, distance from neighbors, flyway fences, signs, and water requirements. Two hives would be allowed for any size lot within the city limits. Hives currently in place would be grandfathered but would need to obtain permits. Mentioned were fines that the Animal Advisory Board would address in the future if this Ordinance was adopted. Nuisance owners would not be allowed to have hives. Insurance requirements had not been addressed as this would be the responsibility of the bee owners. Enforcement would be done by the Central District Health Department, Animal Control Authority, and City Attorney's office and would be complaint driven.

Mayor Jensen commented on maintaining the integrity of the neighborhood. He would like to see some sort of provision in the ordinance regarding neighbor approval. Mr. Nilson answered questions regarding the number of bees in a hive. He stated there could be 60,000 to 75,000 bees in each hive during the summer. Comments were made concerning monitoring and regulating bees and how this would be enforced. Mr. Nilson explained that a swarm of bees happened when a bee hive was splitting. Proper management of hives would take care of this problem.

City Attorney Robert Sivick stated there would be no liability on the city if the city enforced this ordinance as written.

Discussion Regarding Amending Chapter 29 of the City Code to Add Certified Food Manager Permits. Assistant City Attorney Stacy Nonhof reported that a Certified Food Manager requirement was being requested by the Central District Health Department. Requested were

addition of Potentially Hazardous Food and State Fair Permit to Chapter 29 of the Grand Island City Code. Seven new sections were also being added to Chapter 29.

Potentially Hazardous Food was a food that required time/temperature control for safety to limit pathogenic microorganism, growth or toxic formation. State Fair Permit was a facility that was operating as a food establishment on the grounds of the Nebraska State Fair during the time frame of the Nebraska State Fair.

Ms. Nonhof stated a Certified Food Manager applied to all licensed food establishments that served potentially hazardous food. Each facility must have at least 1 Certified Food Manager in a supervisory position. Explained were the exempt establishments such as facilities holding a drink permit only and limited food service operations such as places that served or otherwise provided only snack items or commercially prepared and wrapped foods that required little or no preparation. Also exempt were retail food facilities, temporary food establishments, and facilities with a State Fair permit.

Certified Food Managers would have to successfully complete an ANSI accredited food manager training course prior to making the application. The permits would be valid for 3 years and would be non-transferable. Managers would not act as a certified Food Manager in more than one establishment or location at the same time and the permits would have to be on display.

Certified Food Handlers would apply to all employees of a permitted food establishment that handled potentially hazardous food. Applicants would have to complete a food handler safety course approved by the Health department within 14 days of being hired by the establishment. Courses would be done either online with the cooperation of UNL or in person at the Central District Health Department. Establishments that were exempt from having a Certified Food Manager would also be exempt from this requirement. This did not apply to volunteer servers.

Paul Wicht, 1708 Jerry Drive spoke in opposition.

Ms. Nonhof stated a volunteer did not need a food handler's permit. Jeremy Collinson representing the Central District Health Department (CDHD) stated there only needed to be one certified food manager per food establishment to oversee the employees who handled the food. The Food and Drug Administration recommended these changes. He explained the testing for managers and food handlers. Discussion was held regarding not regulating nursing homes. Mr. Collinson stated Health and Human Services did those inspections. Costs for the Food Managers would run around \$220.00 for 3 years and \$20.00 for food handlers.

ADJOURNMENT: The meeting was adjourned at 9:18 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-3

**Receipt of Official Documents – Pawnbroker’s Official Bonds for
G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645
South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: April 28, 2015
Subject: Approving Renewal of Pawnbrokers Official Bond
Item #'s: G-3
Presenter(s): RaNae Edwards, City Clerk

Background

Chapter 25 of the Grand Island City Code requires that all persons who shall engage in the business of pawnbroker are required to make application to the Mayor and City Council. Along with the application and fee, a bond is required which is to be approved by the Mayor and City Council. Each license expires on April 30th of each year and must be renewed prior to that date.

Discussion

G.I. Loan Shop, 1004 West Second Street and Express Pawn, 645 South Locust Street has submitted their application, fee, and bond for renewal of their pawnbroker's license. (See attached)

Alternatives

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

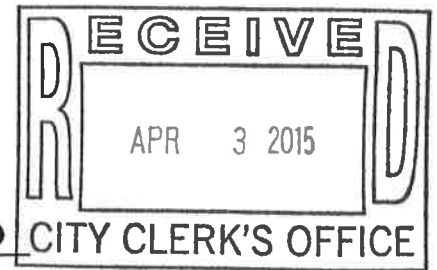
1. Move to approve the renewals
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the application and bond for renewal of pawnbroker's license.

Sample Motion

Move to approve the renewal applications and bonds for G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645 South Locust Street.



Pawnbroker's License Application

Business Owner Name: Darlo Beazley
Business Owner Address: 1810 Hwy 58 Dannebrog NE 68831
Business Manager Name: Patricia Beazley
Business Manager Address: 1810 Hwy 58 Dannebrog NE 68831
Business Street Address: 1004 W. 2nd St. Grand Island, NE 68801
Telephone: 308-382-9573

Location of storage of goods if kept at location other than business location:

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

| Offense | Location of Court | Conviction Date |
|---------|-------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$100.00 when the license is issued as well as a license fee in the amount of \$100.00.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.

Bond Continuation Certificate

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7900369972

Bond Description Pawn Broker

in the sum of \$ 5,000.00

on behalf of G I Loan Shop, Inc.

1004 W 2nd

Grand Island

NE

68802

in favor of City of Grand Island

for the extended term beginning 12:00:00 a.m. May 1, 2015

and ending 11:59:59 p.m. April 30, 2016

subject to all terms, conditions and limitations contained in the original bond.

This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.

SIGNED, SEALED AND DATED 5 / 1 / 2015

NATIONWIDE MUTUAL INSURANCE COMPANY

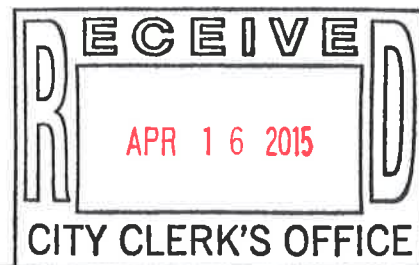
By: _____



Stephen S. Rasmussen, President



Continuation Certificate
The Original Certificate is to be filed with the Obligee Named.



Pawnbroker's License Application

Business Owner Name: Express Pawn Inc
Business Owner Address: 11550 I Street #150, Omaha, NE 68137
Business Manager Name: Brian Chaney
Business Manager Address: 11550 I Street #150, Omaha NE 68137
Business Street Address: 645 South Locust St, Grand Island, NE 68801
Telephone: 402-551-8888

Location of storage of goods if kept at location other than business location:

N/A

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

| Offense | Location of Court | Conviction Date |
|------------|-------------------|-----------------|
| <u>N/A</u> | | |
| | | |
| | | |

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$100.00 when the license is issued as well as a license fee in the amount of \$100.00.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

| BOND NUMBER | BOND DESCRIPTION | BOND AMOUNT | EFFECTIVE DATE | EXPIRATION DATE |
|-------------|----------------------|-------------|----------------|-----------------|
| W150105461 | Pawnbroker's License | 5,000.00 | 09/20/2014 | 09/20/2017 |

PRINCIPAL

Express Pawn, Inc. D/B/A Express Pawn
645 South Locust

Grand Island, NE 68801

OBLIGEE

City of Grand Island
100 East 1st Street

Grand Island, NE 68801

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 17th DAY OF June 2014

0405437
ELLERBROCK-NORRIS, INC.
2203 OSBORNE DRIVE WEST
P O BOX 816
HASTINGS, NE 68901

Old Republic Surety Company

SURETY

By Phyllis M Johnson
ATTORNEY-IN-FACT



ORSC 22054 (8/94)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows: Effective Date: 9/20/2014 12:00:00 AM

Bond Number: W150105461 Bond Amount: Five Thousand Dollars \$ 5,000.00

Principal Name: Express Pawn, Inc. D/B/A Express Pawn

Obligee Name: City of Grand Island of Grand Island, NE

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of June, 2014

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of June, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2018

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0405437



Signed and sealed at the City of Brookfield, WI this 17th day of June, 2014

Phyllis M. Johnson
Assistant Secretary

ORSC 22262 (3-06)

ELLERBROCK-NORRIS, INC.



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-4

#2015-105 - Approving Letter of Intent with Invenergy concerning a Wind Project at a Wind Generation Project Complex in Nebraska

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: April 28, 2015

Subject: Approving Letter of Intent with Invenergy for a Wind Project at a Wind Generation Project Complex in Nebraska

Item #'s: G-4

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department has made efforts to be involved in developing technologies regarding renewable energy. Presently, the most cost effective form of renewable energy is wind energy. Since 1998, the City's Utilities Department has participated in a number of Wind Turbine projects. Currently, the Utilities Department is participating in Ainsworth Wind Farm, Elkhorn Ridge Wind Farm, Laredo Ridge Wind Farm and Broken Bow Wind Farm. The use of fossil fuels for electricity production is coming under increasing scrutiny at the national level and more restrictions and regulations are likely to be placed upon fossil fuels, particularly coal. With the City's primary energy supply being produced from coal, the overall rate impact from environmental regulations could be significant.

On May 8, 2012, City Council directed the Utilities Department to evaluate additional renewable resource energy opportunities as they arise. The Utilities Department has been approached by Invenergy regarding a possible wind farm in North Central Nebraska. In order for Invenergy to discuss specific pricing information with the Utilities Department, a Confidentiality and Non-Disclosure Agreement was approved by Council at the March 24, 2015 meeting.

Discussion

Department staff met with Inenergy representatives regarding participation in a proposed wind energy project complex in Nebraska. Should the project plans proceed due to positive feedback in the form of non-binding letters of intent from participants, a Purchase Power Agreement specifying the contractual terms of the project would be executed. Due to the terms of the Non-Disclosure Agreement, a confidential copy of the

letter of intent and memo of explanation are attached in the Council's packet. This letter of intent has been reviewed by Department management staff and is recommended for approval by Council.

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 letter of intent with Invenergy for a Wind Project at a Wind Generation Project Complex in Nebraska.

Sample Motion

Move to approve the letter of intent with Invenergy for a Wind Project at a Wind Generation Project Complex in Nebraska.

RESOLUTION 2015-105

WHEREAS, the Utilities Department has made efforts to be involved in developing technologies regarding renewable energy; and

WHEREAS, currently the most cost effective form of renewable energy is wind energy; and

WHEREAS, the use of fossil fuels for electricity production is coming under increasing scrutiny at the national level and more restrictions and regulations are likely to be placed upon fossil fuels, particularly coal, and

WHEREAS, on May 8, 2012, per Resolution 2012-124, City Council directed the Utilities Department to evaluate additional renewable resource energy opportunities as they arise, and the Utilities Department has been approached by Invenergy regarding a possible wind farm in North Central Nebraska; and

WHEREAS, in order for Invenergy to discuss specific pricing information with the Utilities Department, a Confidentiality and Non-Disclosure Agreement was approved by Council at the March 24, 2015 meeting, per Resolution #2015-80; and

WHEREAS, the Letter of Intent has been reviewed by Department Management Staff and is recommended for approval by Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Letter of Intent with Invenergy for a Wind Project at a Wind Generation Project Complex in Nebraska is hereby approved, and the Mayor is hereby authorized to sign the letter on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-5

#2015-106 - Approving Contract for Architectural Services for Remodel of the Utilities Dept. Electric Service Center - 1116 W. N. Front Street

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 28, 2015

Subject: Approving Contract for Architectural Services for the
Electric Service Center Building at 1116 W. N. Front

Item #'s: G-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The facilities for the electric distribution division of the Utilities Department include the north side of the 1100 Block of West North Front Street. These facilities are the Service Center Building, warehouse, and a vehicle storage building, as well as outdoor transformer storage. These buildings were constructed in the mid 1960's specifically for use by the electric construction crews and are used primarily to store vehicles, equipment, and to provide offices, restrooms, crew training, and break rooms.

The area has been developed over time as the Department has grown, with additional property and buildings added over the last 50 years, and now occupy the entire block between Lincoln and Washington Streets. A small addition was made in the 1990's to add a woman's restroom and storage rooms, however, the office area of the Service Center Building has not been remodeled in over 50 years. This space was originally designed for one-third of the amount of employees it is currently serving and the existing truck bays attached to the building were originally built for vehicles smaller than those in current use.

The Department would like to construct an addition to the existing east vehicle storage building and convert some of the current vehicle storage area in the Service Center Building to office area, as well as improve material receiving and vehicle load-out workflow for work assignments.

Discussion

A Request for Proposal was developed and sent to five local and regional architectural firms, and advertised in the *Grand Island Daily Independent* on February 16, 2015. Four

proposals were opened on March 12, 2015. The estimate for this work was \$100,000 with funds for the architectural services included in the 2014/2015 Budget.

After extensive discussion and review, Department staff determined the architectural firm of JEO Architecture Inc., of Lincoln, Nebraska, with offices and services being provided from the Grand Island offices, would be the best to evaluate space requirements, provide remodeling recommendations, and perform construction management of the Service Center Building and the addition of the new truck bays.

Since space requirements and recommendations have yet to be determined, it is recommended that this project be awarded using a phased approach. The first phase would include a not-to-exceed cost of \$45,000 as listed in their proposal, to develop the conceptual designs. Additional phases would follow as defined in the conceptual design. Each additional phase would be brought back to Council for approval as an addendum to the original contract.

Alternatives

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

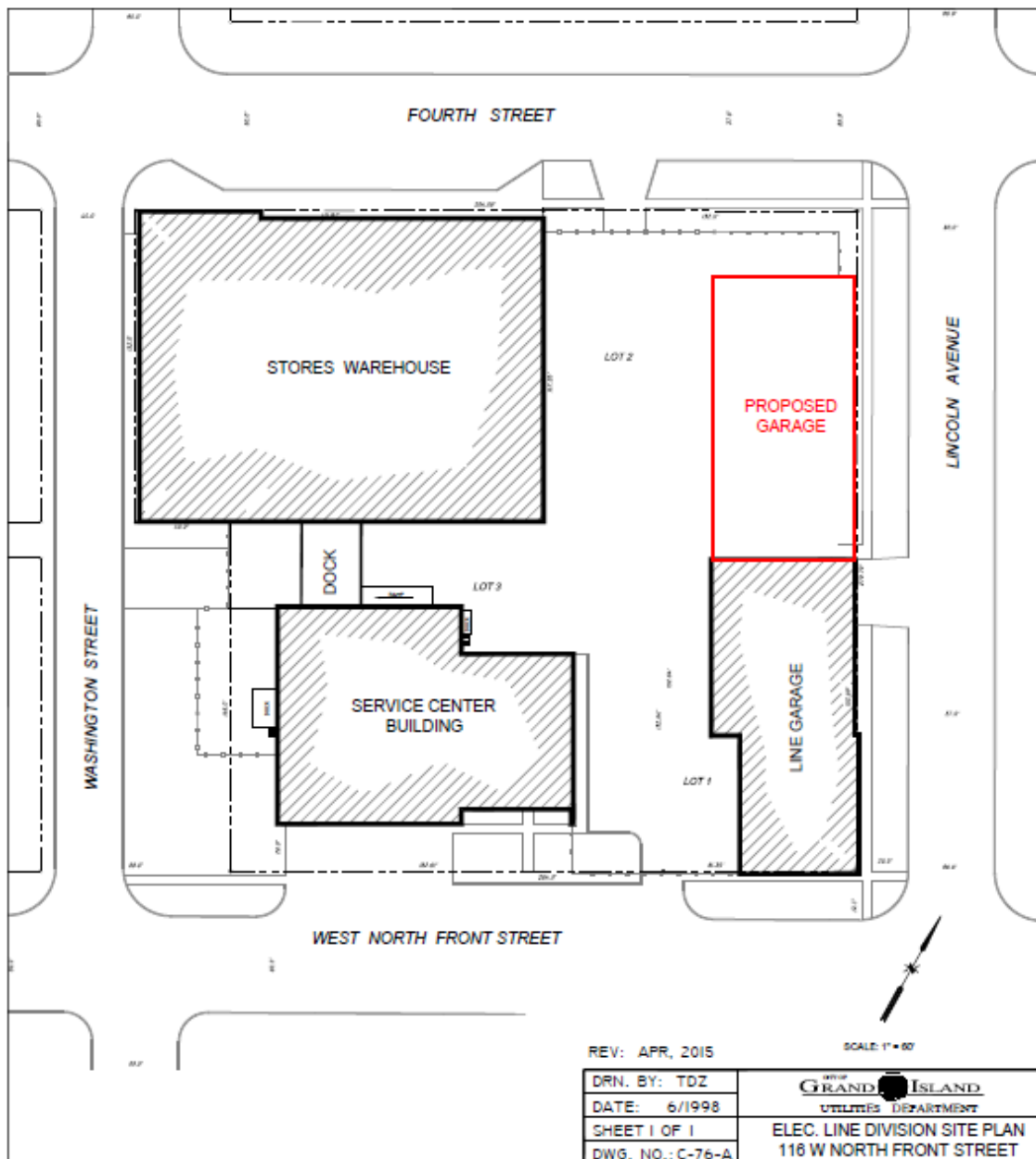
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the contract for Architectural Services for the Utilities Service Center Building at 1116 West North Front Street, to JEO Architecture Inc., of Lincoln, Nebraska, with a first phase cost not to exceed \$45,000.

Sample Motion

Move to award the contract for Architectural Services for the Utilities Service Center Building to JEO Architecture Inc., of Lincoln, Nebraska, with a first phase cost not to exceed \$45,000.





Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ARCHITECTURAL SERVICES PROJECT 2015-AS-1**

RFP DUE DATE: March 12, 2015 at 4:15 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: February 16, 2015

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

Webb & Company Architects
Grand Island, NE

Davis Design
Lincoln, NE

JEO Consulting Group, Inc.
Lincoln, NE

Victor Aufdemberge Architecture
Grand Island, NE

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Bryan Fiala, Elec. Distribution Supt.

Bob Smith, Assist. Utilities Director
William Clingman, Interim Finance Director
Pat Gericke, Utilities Admin. Assist.

P1800



Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made by and between the following Owner and Architect:

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Grand Island - Utilities Department
City of Grand Island
City Hall
P.O. Box 1968
Grand Island, NE 68802-1968
Telephone Number: 308-385-5444, Ext. 100

and the Architect:
(Name, legal status, address and other information)

JEO Architecture, Inc.
2700 Fletcher Avenue
Lincoln, Nebraska 68504
Telephone Number: 402-435-3080
Fax Number: 402-435-4110

for the following Project:
(Name, location and detailed description)

City of Grand Island, Nebraska Utilities Department Building Renovation and Addition
Project 2015-AS-1

The City of Grand Island Utilities Department (Owner) is looking to expand existing facility function and space requirements. The existing Electrical Service Center is located at 1116 W North Front Street, Grand Island, Nebraska. The project includes interior renovation of the existing service center and a new Garage addition to the existing Line Garage building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Included in this project scope of service are the various project phases identified in JEO's proposal for architectural services dated March 12, 2015. The services include PART 1 – Project Programming and Schematic Design and Design Development phase, continue with PART 2 – Construction Documents and Bidding Phase and conclude with PART 3 – Contract Administration services. The scope of the interior renovation work within the existing office building will generally encompass the areas as identified on attached Exhibit "F". The scope of building addition to the existing Line Garage will generally encompass a Pre-Engineered Metal Building (PEMB) addition to the existing facility and will be approximately 120'x 60'. A general layout of this building addition is attached as Exhibit "G". JEO's scope of services is further defined on Exhibit "B".

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

Init.

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§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

Init.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to

payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

The Scope of Work additional services identified in Section 4.1 shall be determined and agreed upon by the Owner and the Architect in the event that such services are required in the interest of the project.

See also EXHIBIT "A" – Additional Miscellaneous Provisions – CHANGED CONDITIONS

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Eight (8) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 JEO has included surveying services in our scope and fee. The survey shall be limited to a topographical survey of the existing site directly associated with the extents of the proposed site work and will include utility locations related to the area adjacent the building addition as well as locating existing property pins. Survey services beyond this scope will be done as an additional service with additional fee.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 OWNERSHIP OF DOCUMENTS

§ 7.1 All design documents, including electronic data, required by this Agreement, as instruments of service are the property of the OWNER whether the Project for which they are made is executed or not. The use or reuse of the Drawings and Specifications by the OWNER or others without written consent of the ARCHITECT/ENGINEER will be at the OWNER'S sole risk and without liability to the ARCHITECT/ENGINEER.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 Unless otherwise specifically provided in this Agreement, all claims, counter-claims, disputes or other matters in question between the Owner and the Architect/Engineer arising out of, or relating to this Agreement, or the breach thereof, will be decided in a court of competent jurisdiction within the State of Nebraska.

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(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

§ 10.8 See EXHIBIT "A" – Additional Miscellaneous Provisions

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.1.1 PART 1 – Programming, Schematic Design and Design Development Phases: JEO shall be compensated for these services in accordance with standard hourly billing rates with a not-to-exceed amount of \$45,000.

§ 11.1.2 PART 2 – Construction Documents and Bidding Phases: JEO shall be compensated for these services in accordance with standard hourly billing rates with a not-to-exceed amount of \$99,000.

§ 11.1.3 PART 3 – Construction Administration Phase: JEO shall be compensated for these services in accordance with standard hourly billing rates with a not-to-exceed amount of \$36,000.

§ 11.1.4 These compensation amounts are based on the current project scope and the fee matrix identified in JEO's proposal dated March 12, 2015 (estimated construction range \$1 million - \$1.5 million).

§ 11.2 For additional services designated in Section 4.1, the Owner shall compensate
(Paragraphs deleted)

JEO based on the company's current and standard hourly rates (see EXHIBIT "D") or the Owner and Architect may negotiate an agreed upon lump sum fee.

§ 11.3 For
(Paragraphs deleted)

additional services that may arise over the course of the Project, the Owner shall compensate JEO based on the company's current and standard hourly rates (see EXHIBIT "D") or the Owner and Architect may negotiate an agreed upon lump sum fee.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|--------------------------|-------------|-----------|------|----|
| Design Development Phase | N.A. | percent (| N.A. | %) |
| Construction Documents | N.A. | percent (| N.A. | %) |
| Phase | | | | |
| Construction Phase | N.A. | percent (| N.A. | %) |
| <hr/> | | | | |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 NOT USED

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See EXHIBIT "D" – Standard Hourly Rates. Note these rates may be adjusted on a yearly cycle beginning at the beginning of each new year.

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents;

(Paragraphs deleted)

.3 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraphs deleted)

.4 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N.A.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due to the Architect based on the Invoice submittal schedule to coincide with "General Information" bullet point "Payments" in the City of Grand Island Utilities Department Request for Proposals Architectural Services Project 2015-AS-1.

(Insert rate of monthly or annual interest agreed upon.)

0.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Architect's Services shall commence with PART 1 Programming, Schematic Design and Design Development services as further defined in EXHIBIT "B" – Scope of Service.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

§ 13.2.1 AIA Document B104 – 2007 Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope.

§ 13.2.2 Other documents:

EXHIBIT "A" – Additional Miscellaneous Provisions

EXHIBIT "B" – Scope of Service

EXHIBIT "C" – Standard Insurance Coverage

EXHIBIT "D" – Standard Hourly Rate Schedule

EXHIBIT "E" – E-Verify Program

EXHIBIT "F" – Floor Plan Sketch – Utility Office

EXHIBIT "G" – Floor Plan Sketch – Garage Addition

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Jeremy Jensen, Mayor

(Printed name and title)

ARCHITECT



(Signature)

Corey E. Brodersen, AIA, NCARB, LEED AP,
Architectural Department Manager

(Printed name and title)

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EXHIBIT "A" – Additional Miscellaneous Provisions

ARTICLE 10 – MISCELLANEOUS PROVISIONS attach the following:
Add the following new Paragraph 10.8

HAZARDOUS MATERIALS

It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her sub-consultants to the Owner on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her sub-consultants to all those named shall not exceed the Architect's maximum limit of Professional Liability Insurance for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

CODE COMPLIANCE

The Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

DEFINITIONS

As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.

CERTIFY, CERTIFICATION: A statement of the Architect's opinion, based on his or her observation of conditions, to the best of the Architect's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the Architect's certification shall not relieve the Owner or the Owner's contractors of any responsibility or obligation they may have by industry custom or under any contract.

COST ESTIMATE (If requested by the Owner): An opinion of probable construction cost made by the Architect. In providing opinions of probable construction cost, it is recognized that neither the Owner nor the Architect has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the Architect's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Owner's budget or from any opinion of probable cost prepared by the Architect.

DAY, DAYS: A calendar day of 24 hours. The term "days" shall mean consecutive days of 24 hours each, or fraction thereof.

INSPECT, INSPECTION: The visual observation of construction to permit the Architect, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the Architect makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The Architect shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.



EXHIBIT "B" Scope of Services

YOUR PROJECT:

Your project is defined in AIA Document B104 – 2007, ARTICLE 1 INITIAL INFORMATION and to better define the project scope include two owner provided sketches (EXHIBIT "F" AND "G"). The first sketch (EXHIBIT "F") identifies the proposed interior space of the existing Utility office to be renovated. The second sketch (EXHIBIT "G") identifies the proposal Pre-Engineered Metal Building (PEMB) addition to the existing Line Garage.

SCOPE OF SERVICES:

Based on the information provided by the Owner, we propose to provide professional design services to include architectural design, mechanical engineering, electrical engineering, structural engineering and site civil design. In addition, JEO will provide a site survey which shall be limited to a topographical survey of the existing site directly associated with the extents of the proposed site work and will include locating existing property pins.

It was discussed that the project delivery method will utilize a Design/Bid/Build project approach. JEO will assist with the PART 1 – Programming, Schematic Design and Design Development Phases services, PART 2 - Construction Documents and Bidding Phase services, and PART 3 – Construction Administration Phase services.

These services are described as follows:

PART 1 – Programming, Schematic Design and Design Development Phases

1. Programming:

- a. JEO shall consult with and assist the Owner in defining existing as well as additional Division facility needs, project goals and space requirements.
- b. The program will include estimated square footage of each usage type and any other elements that achieve the project goals.
- c. During this phase of the project, JEO will develop existing background drawings on CAD. Existing background drawings will be developed utilizing existing facility drawings provided by the Owner. JEO will field verify the existing conditions in relation to the existing drawings to confirm accuracy with actual field conditions.
- d. Deliverable: No formal document will be issued at the conclusion of this project phase however the information gathered will be utilized to begin developing building layout options during the Schematic Design Phase.
- e. For this phase of the project, JEO has included 1 site visit/design meeting with the Owner.

2. Schematic Design Phase:

- a. JEO shall provide Schematic Design Services based on information acquired during the Programming Phase. The Schematic Design Documents will illustrate and describe the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plan layout and exterior building elevations.
- b. JEO shall perform a code review and comply with Local and State code requirements.

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2700 Fletcher Avenue | Lincoln, Nebraska 68504 | p: 402.435.3080 | f: 402.435.4110
www.jeo.com

- c. JEO shall assist in the presentation of recommendations to management and City Council.
- d. Deliverables: Schematic Site Plan, Schematic Floor Plans and Schematic Exterior Building Elevations.
- e. At the conclusion of this project phase, JEO will provide an initial opinion of construction cost based on cost per square foot figures.
- f. For this phase of the project, JEO has included up to 2 site visits/design meetings with the Owner.

3. Design Development Phase:

- a. JEO shall provide Design Development Documents based on the Owner approved Schematic Design Documents.
- b. The Design Development Documents shall illustrate and describe the refinement of the design of the Project and include preliminary structural, mechanical and electrical design.
- c. During this phase, JEO will bring in sub-consultant engineers and/or designers to evaluate existing as well as new building systems.
- d. The Owner shall provide to the design team equipment and interior furnishings information so connections, occupant exiting routes and other necessary spatial arrangements for the overall building can be properly designed.
- e. At the conclusion of this project phase, JEO will provide an updated opinion of construction cost.
- f. During this project phase, JEO will provide services to complete geotechnical services which will provide the design team subsurface compaction information (soils bearing pressure) and recommendations.
- g. Deliverables: Updated Site Plan, Building Floor Plan, Exterior Building Elevations and Preliminary Building Sections.
- h. For this phase of the project, JEO has included 2 site visits/design meetings with the Owner.

PART 2 – Construction Documents and Bidding Phases

4. Construction Documents Phase:

- a. JEO shall provide Construction Documents based on the approved design development documents. The Construction Documents will consist of drawings and specifications setting forth in detail the requirements for the construction of the project.
 - i. drawings as determined by the architect based on the complexity of the project may include:
 - 1. Floor plans (including structural, mechanical, electrical building design)
 - 2. Elevations
 - 3. Sections
 - 4. Details/Schedules
 - ii. project manual (specifications) which will include:
 - 1. General, Supplementary and other conditions
 - 2. Non-technical specifications
 - 3. Technical specifications
 - 4. Bidding requirements
 - 5. Sample forms

- b. During the development of the Construction Documents, JEO shall assist the Owner in the development and preparation of:
 - i. bidding and procurement information which describes the time, place and conditions of bidding
 - ii. bidding or proposal forms
 - iii. form of agreement between the Owner and the Contractor
 - iv. the Conditions of the Contract for Construction (General, Supplementary and other Conditions)
 - c. JEO shall submit final construction documents to Fire Marshal for review.
 - d. Upon completion of the Construction Document phase, JEO shall provide an opinion of construction cost.
 - e. Deliverables: Upon completion of the Construction Documents phase, JEO will provide to the Owner completed plans and specifications (contract/construction documents) from which the Owner will be able to solicit competitive contractor bids.
 - f. For this phase of the project JEO has included up to 2 site visits/design meetings.
5. **Bidding Phase:**
- a. JEO shall assist the Owner in obtaining competitive bids for construction of this defined project.
 - b. Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.
 - c. JEO shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall reimburse JEO for the cost of reproduction.
 - d. JEO shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.
 - e. JEO shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
 - f. JEO shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
 - g. JEO shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. JEO shall subsequently document and distribute the bidding results, as directed by the Owner.
 - h. JEO shall provide a review of received bids and will provide the Owner with a recommendation for award of the contract.
 - i. JEO shall assist in awarding and preparing the contracts for construction.
 - j. For this phase of the project JEO has included 2 site visits; one taken to assist in the administration of a pre-bid meeting, and one taken to assist with the receipt and opening of bids.

PART 3 – Construction Administration Phase

6. Construction Administration Phase:

- a. JEO shall provide usual and customary administration of the Contract between the Owner and the Contractor as per services defined in the AIA Document B104 – 2007.
- b. Typical services provided during construction often include but are not limited to the following:
 - i. Shop drawing review and approval

- ii. Pay request review/approval
- iii. Change Orders
- iv. Supplemental Instruction
- v. Answer Contractor questions
- vi. Progress meetings
- vii. Substantial completion
- viii. Final completion
- ix. Punch list
- c. JEO shall participate in or, at the Owner's direction, shall organize and conduct a pre-construction meeting at the commencement of construction.
- d. JEO shall receive from Contractor all required project close-out documents including O&M manuals. Once received JEO will forward copies to the Owner.
- e. JEO shall provide construction observation services. The number of site visit observations are identified in the AIA Document B104 - 2007 Standard Form of Agreement.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2014

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

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

| | | |
|--|--|--|
| PRODUCER INSPRO Insurance P.O. Box 336 Wahoo, NE 68066 402 443-3742 | CONTACT NAME: Dee Kabourek | FAX (A/C, No): 402 443 3571 |
| | PHONE (A/C, No, Ext): 402 443 3742 | E-MAIL ADDRESS: dkabourek@insproins.com |
| INSURED JEO Consulting Group, Inc. P.O. Box 207 Wahoo, NE 68066 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Travelers Insurance Company | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| INSURER F : | | NAIC # |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | 630382R753614 | 09/01/2014 | 09/01/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 810432K865114 | 09/01/2014 | 09/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000 <input type="checkbox"/> CLAIMS-MADE | | PSMCUP432K867514 | 09/01/2014 | 09/01/2015 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | UB432K866314 | 09/01/2014 | 09/01/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| A | Professional Liability | | 105368866 | 11/28/2014 | 11/28/2015 | \$2,000,000 Limits \$50,000 Deductible |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

CANCELLATION

JEO ~ sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2010/05) 1 of 1
#S612883/M599109

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DKK

EXHIBIT "D"



JANUARY 1, 2015

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

| | | | |
|--|----------|---|----------|
| Project Managers: | \$125.00 | - | \$175.00 |
| Project Engineers/Architects: | \$105.00 | - | \$165.00 |
| Project Engineers (E.I.): | \$95.00 | - | \$110.00 |
| Engineering/Surveying/ Architectural/Planning/GIS Technicians: | \$80.00 | - | \$125.00 |
| Office/Administrative: | \$80.00 | - | \$102.00 |
| Principals: | \$175.00 | - | \$210.00 |

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

EXHIBIT "E"
CITY OF GRAND ISLAND UTILITIES DPARTMENT
GRAND ISLAND, NEBRASKA

APRIL 10TH, 2015

REFERENCE: AIA Document B104 – 2007 Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT: Architect shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Architect shall require the same of each subcontractor.

OWNER: **City of Grand Island, Nebraska**
 Jeremy Jensen

Architect: **JEO Architecture, Inc.**
 Corey E. Brodersen, Architectural Department Manager

[illegible]

The floor plan illustrates the layout of the existing line garage. Key features include:

- WASH BAY:** Located at the bottom left, indicated by a dashed line and the label "WASH BAY".
- GARAGE:** The main central area, labeled "GARAGE" in red.
- STAIRS TO STORAGE:** A set of stairs leading to a storage area, labeled "STAIRS TO STORAGE" in red.
- EXISTING LINE GARAGE:** The overall area, labeled "EXISTING LINE GARAGE" in red.
- Dimensions:** The plan shows overall dimensions of 120'-0" and 120'-0".
- Revisions:** A table on the right side of the plan lists revisions, including "REVISED" and "REVISED" with corresponding dates and descriptions.

| REVISED | DATE | DESCRIPTION |
|---------|-----------|-------------|
| REVISED | 10/1/2024 | REVISED |
| REVISED | 10/1/2024 | REVISED |

[illegible]

RESOLUTION 2015-106

WHEREAS, the Utilities Service Center Building was originally built in the mid 1960's, and has not been remodeled in over 50 years; and

WHEREAS, remodeling of the Utilities Service Center Building is recommended in order to provide for current and future needs of the department; and

WHEREAS, four proposals were received by the March 12, 2015 deadline; and

WHEREAS, it was determined that the project be awarded using a phased approach, with the first phase of the project cost of not to exceed \$45,000 to develop the conceptual designs, with additional phases to follow and be brought back to Council for approval as an addendum to the original contract; and

WHEREAS, based on the discussion and review, JEO Architecture Inc., of Lincoln, Nebraska, with offices Grand Island, Nebraska, has been selected to be awarded the Contract for the Utilities Service Center Architectural Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the firm of JEO Architecture Inc., of Lincoln, Nebraska, is selected as the Architect for Utilities Service Center Remodel Project Phase One Services for an amount not to exceed \$45,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| April 23, 2015 | ▣ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-6

#2015-107 - Approving Coal Purchase for Platte Generating Station for remainder of 2015 and 2016

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacey Nonhof, Assistant City Attorney

Meeting Date: April 28, 2015

Subject: 2015 - 2016 Coal Purchase

Item #'s: G-6

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

Background

On June 12, 2012, per Resolution 2012-143, the City of Grand Island entered into an Agreement with Western Fuels Association for soliciting the purchase of coal for the Platte Generating Station. This agreement provides for Western Fuels to obtain pricing of coal for the Platte Generating Station as part of their larger coal solicitations for their members. Western Fuels recently went out for bids that included the purchase of 58,000 tons of coal that is needed for the remainder of 2015, and 375,000 tons for 2016 for Platte Generating Station.

Bids were evaluated on heat content of the bid coal, total delivered price including freight cost, and value of the sulfur content of the bid coal:

Heat Content – the heat content of Powder River Basin Coals can vary as much as 15%.

Freight Costs – are included in the evaluation to determine a total delivered cost at Platte Generating Station.

Sulfur Content – in order to operate a coal fired power plant, environmental regulation requires a plant to hold “Emissions Allowances” for regulated sulfur emissions. The allowances are regularly bought and sold by utilities as economic conditions warrant. EPA administers the markets. The price of sulfur allowances for use of each bid coal is a factor in the evaluation.

Discussion

Western Fuels has provided the separately attached confidential analysis of the bids received. The Department concurs with the Western Fuels Association recommendation that the 2015-16 Coal Supply Contract of 58,000 tons for 2015 and 375,000 tons for year 2016 be awarded to the low compliant bidder, Cloud Peak Energy's Cordero Rojo Mine.

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 Coal Supply Contract for 58,000 tons for 2015 and 375,000 tons for 2016 with Cloud Peak Energy's Cordero Rojo Mine.

Sample Motion

Move to approve the Coal Supply Contract for 58,000 tons for 2015 and 375,000 tons for year 2016 with Cloud Peak Energy's Cordero Rojo Mine.

RESOLUTION 2015-107

WHEREAS, the City Electric Department through Western Fuels Association, invited bids for 58,000 tons of coal for the remainder of 2015, and 375,000 for the 2016 Coal Supply for the Utilities Department, according to the contract specifications; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, Western Fuels Association reviewed and evaluated the bids for compliance with the specifications and for delivered cost; and

WHEREAS, Cloud Peak Energy from the Cordero Rojo Mine, submitted bids in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Cloud Peak Energy, for 58,000 tons for the 2015 Coal Supply, and for 375,000 tons for the 2016 Coal Supply to Platte Generating Station from the Cordero Rojo Mine, is approved as the lowest responsive bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-7

#2015-108 - Approving Change Order #1 with Brimhall Industrial, Inc. - Circulation Water Pump Repair 1A at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 28, 2015

Subject: Change Order #1 Circulation Water Pump Repair 1A at
Platte Generating Station

Item #'s: G-7

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

Background

The Platte Generating Station utilizes two circulation water pumps to supply cooling water from the cooling tower to the turbine-generator condenser. Although one pump can satisfy most load conditions, both pumps are required for maximum plant capacity. One of the pumps was rebuilt two years ago. Specifications for a rebuild of the second pump were developed based on the previous pump inspection report.

The specifications were issued for bids and the contract was awarded by Council to the low responsive bidder, Brimhall Industrial, Inc., of Monte Vista, Colorado for \$74,819.75 on March 10, 2015, per Resolution # 2015-65.

Discussion

When inspecting the pump, additional machine work was required. Brimhall proposed to complete the additional machine work on the pump at an additional cost of \$8,404.85 for a final contract cost of \$83,224.60. This additional step will add an additional week and change the delivery date of the repaired pump to May 5, 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 authorizing Change Order #1 with Brimhall Industrial, Inc., of Monte Vista, Colorado for the Circulation Water Pump Repair 1A at Platte Generating Station, for an addition to the contract price of \$8,404.85.

Sample Motion

Move to approve Change Order #1 from Brimhall Industrial, Inc., in the amount of \$8,404.85, for the Circulation Water Pump Repair 1A at Platte Generating Station.

Change Order #1

TO: Brimhall Industrial, Inc.
2877 US Highway 285 N.
Monte Vista, CO 81144
719-852-5070

PROJECT: Circulation Water Pump Repair 1A

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADD: \$8,404.85

The original Contract Sum

\$74,819.75

Previous Change Order Amounts

The Contract Sum is increased by this Change Order

\$ 8,404.85

The Contract Sum is decreased by this Change Order

\$

The total modified Contract Sum to date

\$ 83,224.60

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: **Brimhall Industrial, Inc.**

By: Todd Wright VP

Date 4/16/15

Circulation Water Pump Repair 1A

Comments: This additional work was identified after the motor was disassembled.

Contract: Circulation Water Pump Repair 1A

\$74,819.75

| <u>Change Order Request</u> | <u>Description</u> | <u>Amount</u> |
|-------------------------------------|---|-------------------|
| 001-Labor | Additional machine Work | \$7,855.00 |
| 002 | Coat inside of column pipe with ARC BX2/ARC855 | |
| 003 | Replace pipes supporting stuffing box on discharge head | |
| 004 | Replace lead tubing on discharge head | |
| 005 | Replace shaft coupling nuts | |
| 006 | Replace bearing housing portion of suction bell. | |
| 007 | | |
| 008 | Tax | \$ 549.85 |
| 009 | | |
| 010 | | |
| 011 | | |
| 012 | | |
| 013 | | |
| 014 | | |
| 015 | | |
| 016 | | |
| 017 | | |
| 018 | | |
| 019 | | |
| 020 | | |
| 021 | | |
| 022 | | |
| 023 | | |
| 024 | | |
| | Total | \$8,404.85 |

RESOLUTION 2015-108

WHEREAS, Brimhall Industrial, Inc., of Monte Vista, Colorado was awarded the contract for Water Pump Repair – 1A at Platte Generating Station, at the March 10, 2015 City Council meeting; and

and
WHEARAS, upon inspection of the pump, additional machine work was required;

WHEREAS, this additional step will add an additional week and change the delivery date of the repaired pump to May 5, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Brimhall Industrial, Inc., resulting in an additional cost of \$8,404.85, for a final contract price of \$83,224.60, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-8

#2015-109 - Approving LUCAS Device Grant Acceptance

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Russ Blackburn, GIFD EMS Division Chief

Meeting: April 28, 2015

Subject: LUCAS Device Grant Acceptance

Item #'s: G-8

Presenter(s): Russ Blackburn, GIFD EMS Division Chief

Background

The State of Nebraska Department of Health and Human Services (DHHS) Emergency Medical Services Division applied for and received the Leona M. and Harry B. Helmsley Grant to purchase Physio Control LUCAS Devices for hospital and emergency medical service (EMS) providers throughout the state. The LUCAS device is battery powered and does mechanical chest compressions during cardiopulmonary resuscitation (CPR.) People doing manual chest compressions tire after about two minutes of CPR and the quality of chest compression decrease. The LUCAS device provides consistent compressions to maintain a consistent blood flow during CPR. The Lucas device can be put on a patient in cardiac arrest in 20 – 25 seconds, limiting the time no compressions are given while switching from manual to mechanical chest compressions.

Discussion

The State of Nebraska Department of Health and Human Services Emergency Medical Services Division has awarded a grant for two LUCAS devices to the Grand Island Fire Department (GIFD.) To accept the grant the City of Grand Island has to purchase the two LUCAS devices and DHHS will reimburse the City for the cost of the two LUCAS devices. The cost of the two LUCAS devices which will be reimbursed by the grant is \$21,708.40.

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 this grant purchase which will be reimbursed.

Sample Motion

Move to approve the purchase of two LUCAS devices which will be reimbursed through a DHHS grant.

RESOLUTION 2015-109

WHEREAS, Grand Island Fire Department has received a grant to fund the purchase of two LUCAS devices; and

WHEREAS, The City of Grand Island has to make the purchase of the LUCAS devices; and

WHEREAS, The State of Nebraska Department of Health and Human Services Emergency Medical Services Division will reimburse the City of Grand Island for the cost of the devices.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve acceptance of the grant and initial funding of the purchase of two LUCAS devices.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-9

#2015-110 - Approving Mission: Lifeline Grant Acceptance

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Russ Blackburn, GIFD EMS Division Chief

Meeting: April 28, 2015

Subject: Mission: Lifeline Grant Acceptance

Item #'s: G-9

Presenter(s): Russ Blackburn, GIFD EMS Division Chief

Background

Mission: Lifeline is a part of the American Heart Association (AHA.) Mission: Lifeline is a grant funded organization that uses grant funding to help rural emergency medical services (EMS) and hospitals buy equipment to improve care of cardiac patients. Mission: Lifeline's goal is to improve ST segment elevation myocardial infarction care (STEMI), a type of heart attack, in rural areas. They purchase heart monitors for EMS that can transmit Electrocardiograms (EKG) from the field to the hospital, to alert Cardiologists that a possible catheterization patient is coming to the hospital. The earlier notification allows them to start getting equipment and people ready to do surgery on the patient as soon after arriving at the hospital as possible.

Discussion

Mission: Lifeline has awarded the Grand Island Fire Department (GIFD) up to \$25,000 for the purchase of a new Physio Control LifePak15 cardiac monitor. Physio Control is offering a cardiac monitor package that meets all of the requirements of the Mission: Lifeline grant for \$22,532.40. Grand Island Fire Department would also like to add on a \$2545.20 optional carbon monoxide detector bringing the total price to \$25,007.60. The grant agreement states that the City of Grand Island makes the initial purchase of the LifePak15 and Mission: Lifeline will reimburse the City for the cost of the purchase that meets Mission: Lifeline parameters, the \$22,532.40.

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 accept the grant and purchase of a LifePak15 cardiac monitor.

Sample Motion

Move to approve the acceptance of the Mission: Lifeline grant and the purchase of a LifePak15 cardiac monitor.

RESOLUTION 2015-110

WHEREAS, Grand Island Fire Department has received a grant to fund the purchase of a Physio Control LifePak15 cardiac monitor; and

WHEREAS, The City of Grand Island has to make the purchase of the Physio Control LifePak15 cardiac monitor; and

WHEREAS, Mission: Lifeline will reimburse the City of Grand Island for the cost of the monitor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve acceptance of the grant and initial funding of the purchase of a Physio Control LifePak15 cardiac monitor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-10

#2015-111 - Approving Purchase of a New Truck with Articulating Telescopic Aerial Device for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: April 28, 2015

Subject: Approving Purchase of a New Truck with Articulating Telescopic Aerial Device for the Streets Division of the Public Works Department

Item #'s: G-10

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

Background

The Streets Division of the Public Works Department performs a variety of work on overhead assets such as mast arms, signs, detector cameras, and traffic signal heads. The traffic signal crew maintains approximately 279 mast arms/span cables, over 1,000 overhead mounted signal heads, and 64 overhead mounted detector cameras. Work done on overhead assets requires use of a truck with a telescopic aerial device (bucket truck).

In 2011, the Streets Division purchased a 2002 bucket truck from the Utilities Department (Unit 205). Unit 205 has 8,900 hours and the repair cost to purchase price ratio is 1.08. In the last twenty-four months, over \$12,000 has been spent repairing the hydraulics and/or boom. The bucket on Unit 205 is a “single-man” which is rated for the weight of one person and the boom was de-rated to non-insulated after the 2014 annual inspection.

The new bucket truck was specified to provide safety features and components that are lacking on the existing rig (below). A few of these key safety features are listed below:

- Minimum Platform (bucket) Capacity of 600 LBS to allow two people to work together while wiring signal heads or changing LED lamps.
- Material handling jib that will hold equipment lowering or raising the platform which lessens the risk of dropping heavy items.
- Insulated platform to protect the staff when working around overhead, high

voltage power.

Current Unit 205 will be offered to all other divisions for purchase, if there is no interest then it will be sold as at an on-line auction site. The use of the on-line surplus site has been very successful for the Streets Division, the most current sale being that of a loader which produced double the revenue that was offered for trade-in.

Discussion

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) with Resolution 2014-326.

To meet competitive bidding requirements, the Streets Division obtained pricing from the NJPA Contract No. 031014-ALT awarded to Altec Industries, Inc.

Public Works staff is recommending the purchase of a New Truck with Articulating Telescopic Aerial Device from Altec Industries, Inc. in the amount of \$131,624

An amount of \$120,000 was approved in the 2014-2015 FY budget for this purchase. Lead time for this equipment is approximately 12 months, making the delivery date after the end of the current fiscal year. This purchase, if approved, will therefore be re-budgeted into the 2015-2016 FY and reflect the actual purchase price.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a New Truck with Articulating Telescopic Aerial Device from Altec Industries, Inc. for a purchase price of \$131,624

Sample Motion

Move to approve the purchase of a New Truck with Articulating Telescopic Aerial Device from Altec Industries, Inc. for a purchase price of \$131,624.



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AERIAL DEVICE

FEATURES

- Altec ISO-Grip® Control System
- 4-Function, Single Handle Upper Control
- Insulating, ANSI Category C
- Compensated Articulating Arm
- Fiberglass Upper Boom and Lower Boom Insulator
- Hydraulic Boom Extension
- Platform Access from Ground
- Hydraulic 180° Platform Rotation with Platform Tilt
- Full-Pressure, Open-Center Hydraulic System
- Outrigger Motion Alarm and Outrigger Interlocks
- Emergency Stop Valves at all Upper and Lower Control Stations
- Easily Mounted on 19,500 lb (8,845 kg) GVWR Chassis
- Tool Circuit at Platform

Recommended safety equipment, available through Altec Supply, include a platform liner, fall protection system, wheel chocks and outrigger pads.

OPTIONS

- ISO-Boom Offering ANSI Category C Isolation with Boom Retracted
- Altec ARM Jib Offering Jib Capacities up to 800 lb (362.9 kg)
- Side Mount Jib
- 2-Man Platform with 180° Platform Rotation and 600 lb (272.2 kg) Platform Capacity (AT40P Only)
- Secondary Stowage System
- Engine Start/Stop
- Second Tool Circuit at Platform
- Tool Circuit Below Rotation
- Manual Throttle
- Jib Adapter
- Phase Lifting Jib Attachment
- Platform Cover

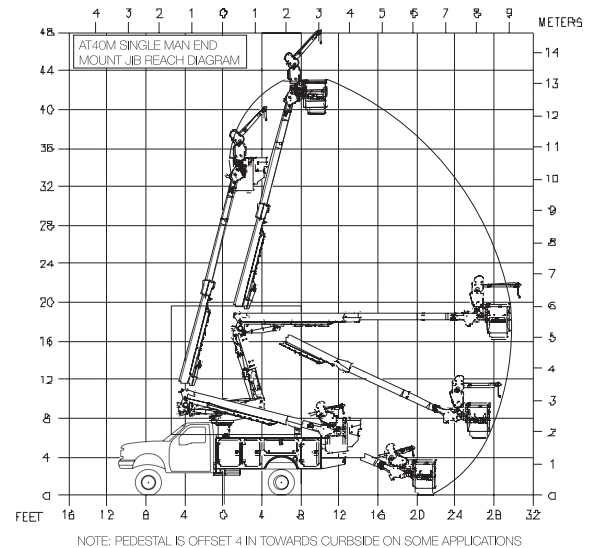
CONFIGURATIONS

| | AT40M | AT40P |
|---|---|---|
| Ground to Bottom of Platform* | 39.4 ft (12.0 m) | 39.4 ft (12.0 m) |
| Working Height* | 44.4 ft (13.5 m) | 44.4 ft (13.5 m) |
| Maximum Side Reach (at Platform Height) | 29.6 ft (9.0 m) 16.5 ft (5.0 m) | 29.6 ft (9.0 m) 16.5 ft (5.0 m) |
| Stowed Travel Height* | 11.1 ft (3.4 m) | 11.1 ft (3.4 m) |
| Upper Boom Isolation Gap | 40 in (1,016 mm) | 40 in (1,016 mm) |
| Articulating Arm Isolation Gap | 9.5 in (241 mm) | 9.5 in (241 mm) |
| Platform Capacity | 400 lb (181.4 kg) | 400 lb (181.4 kg) |
| Platform Dimensions | 24 x 30 x 42 in (610 x 762 x 1,066.8 mm) | 24 x 30 x 42 in (610 x 762 x 1,066.8 mm) |
| Lower Boom Articulation | -25 to 75° | -25 to 75° |
| Articulating Arm Articulation | -3 to 74° | -3 to 74° |
| Rotation | Continuous | Continuous |
| *Based on a 40 in (1016 mm) chassis frame height. | | |

General Specifications Key:

The Letter 'M' in the Model Name Indicates the Material Handling Configuration.
The Letter 'P' in the Model Name Indicates the Personnel Configuration.

REACH DIAGRAM



ISO-BOOM

Offers category C isolation with fiberglass upper boom retracted.



ALLOWS EASY ACCESS TO PLATFORM FROM GROUND

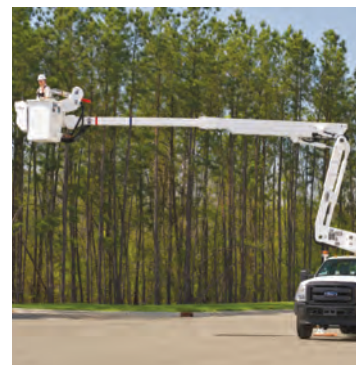


BODY COMPARTMENT ACCESS FROM PLATFORM



LOWER ARM

To rise above and telescope over obstacles.



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April 9, 2015
Our 86th Year

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1116 W NORTH FRONT ST
GRAND ISLAND, NE 68801
US

Bill To:

CITY OF GRAND ISLAND
PO BOX 1968
GRAND ISLAND, NE 68802-0000
United States

Attn: Shannon Callahan
Phone:
Email: scallahan@grand-island.com

Altec Quotation Number: 279236 - 4
Account Manager: Don Sedlacek
Technical Sales & Support: Lori Woods

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| | <u>Unit</u> | | |
| 1. | Altec Model AT40M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and a proportional joystick upper control and toggle switches. Built in accordance to ALTEC's standard specifications and to include the following features: <ul style="list-style-type: none">A. Ground to Bottom of Platform Height: 39.4 ft at 10.0 ft from centerline of rotation (12 m at 3 m)B. Working Height: 44.4 ft (13.5 m)C. Maximum reach to edge of platform: 29.6 ft at 16.3 ft platform height (9 m at 5 m)D. Rotation: ContinuousE. Articulating Arm Articulation: -3 to 74 degrees. Insulator provides a minimum of 9.5 in (241.3 mm) of isolation.F. Articulating arm is of a tubular steel structure. The articulating arm is designed so that the articulating arm and tension link are compensating. By raising the articulating arm only, the lower and upper boom maintain the same relative angle with the ground. By raising the articulating arm in conjunction with the lower boom, the operator is able to position himself more quickly and easily into the work area.G. Lower Boom Articulation: -25 to 75 degrees. Insulator provides a minimum of in (0 mm) of isolation.H. Lower boom is a fabricated, reinforced steel box structure. Polyethylene outer slide pads slide pads and Nylatron GSM inner slide pads are installed at the boom tip to guide the telescopic upper boom. These pads have a large contact area in order to reduce wear. The pads are shimmed and attached for ease of adjustment or replacement without disassembly of the booms.I. Telescopic upper boom is constructed of filament wound, square fiberglass, providing a minimum of 31.5 inches (965 mm) of isolation. The inner surface of the fiberglass boom is coated with polyurethane to provide a dry, smooth inner surface, which will cause moisture to bead. The outer surface has a smooth gelcoat finish. | 1 | |

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UTILITY EQUIPMENT AND BODIES SINCE 1929

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| J. | The upper boom is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom. | | |
| K. | Upper Controls: The upper controls system includes a proportional joystick upper control and toggle switches. | | |
| L. | Controls for Boom and articulating arm functions are controlled with a single handle control. Control, through non-metallic linkages, actuates the interlock section and four individual boom function valves. The control provides good metering capability at all boom speeds. The single handle control activates Lower Boom Up and Down, Upper Boom Extend and Retract, Rotation Clockwise/Counter-clockwise, and Articulating Arm Raise and Lower. Unit rotation is accomplished by moving the control from side to side similar to a tiller while upper boom operation is accomplished by twisting the control handle clockwise to retract and counter clockwise to extend. | | |
| M. | Lower Controls: A lower control station includes and is located on the of the turntable. A selector valve is provided to override the upper controls. | | |
| N. | The platform is leveled by hydraulic leveling means, contained within the upper boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. Leveling for the platform includes two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. Cylinders are located at the platform and at the end of the lower boom. The master-slave action of the cylinders maintains a level platform throughout the full range of boom articulation | | |
| O. | Hydraulically articulating jib (Altec ARM Jib). Material handling system comes with 80ft of 0.50 inch polyester double braid rope and a metal thimble in the working end. Minimum breaking strength of the rope is 8,400 lbs. Material handling capacity is dependent upon upper boom extension and lower boom articulation angle. | | |
| P. | Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays. | | |
| Q. | Tool circuit system relief pressure to be set to 2250 psi at 5.5 GPM. | | |
| R. | Unit meets or exceeds ANSI 92.2 standards. | | |
| 2. | Pedestal | 1 | |
| 3. | Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks | 1 | |
| 4. | Custom Platform Configuration Details: -Single 1-Man Platform, Fiberglass (Insulated), 24" x 48" x 42", End Mount, 180 Degree Rotation -Platform-Mounted Single Handle Controls - ARM Jib - Platform Capacity to be rated at 440lbs when jib is installed - Platform Capacity to be rated at 600lbs when Jib is removed from boom tip - Jib to be rated to 600lbs | 1 | |
| 5. | Platform Mounted Single Handle Controls | 1 | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 6. | Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib) | 1 | |
| 7. | One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position Step to face the CS when stowed in the end mount position | 1 | |
| 8. | Platform Cover - rigid, 24 x 48 inches (610 x 1219 mm) | 1 | |
| 9. | Platform Liner - for two-man fiberglass platform, 24 x 48 x 42 inches (610 x 1219 x 1067 mm), 50 kV rating (minimum) | 1 | |
| 10. | Platform Floor Liner (Scuff Pad) with Step, 24 x 48 inches (610 x 1219 mm) - PTI p/n 704-20470 | 1 | |
| 11. | Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools. Tool system relief pressure set at 2,250 psi. | 1 | |
| 12. | Hydraulic Tool Circuit Below Rotation: One set of quick disconnect couplings and control valve for open center tools below rotation. Tool system relief pressure set at 2,250 psi. | 1 | |
| 13. | Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers. | 1 | |
| 14. | Jib Stick, 36" L, non extension, certified, orange in color | 1 | |
| 15. | Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options | 1 | |
| 16. | Primary Modified A-Frame Outriggers With Integrated Subbase, fixed shoe, provides 112 inch (2844 mm) maximum spread. Includes motion alarm and outrigger interlocks, which will not allow the unit to be operated until the outriggers have been deployed. For installation on a 30 to 34 inch chassis frame height. | 1 | |
| 17. | Electric Outrigger Controls: drive hydraulic outrigger control valves. Durable weather proof electronic switches are located at the rear of the unit unless otherwise specified. Use of electronic switches reduces the number of hydraulic hoses and leak points. | 1 | |
| 18. | Diagnostic Pressure Test Kit - includes gauges, hoses, and quick disconnect couplings to enable a technician to easily connect to supplied test ports on the unit to check pressures. | 1 | |
| 19. | Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability | 2 | |
| 20. | Lifting Eye - lifting eye at outer end of lower boom. Rated at 1,000lbs (454kg) lifting capacity | 1 | |
| 21. | Winch load line swivel hook | 1 | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|---|---|------------|--------------|
| 22. | Altec Aerial Device Powder Painted White | 1 | |
| <u>Unit & Hydraulic Acc.</u> | | | |
| 23. | HVI-22 Hydraulic Oil (Standard). | 25 | |
| 24. | Standard Pump For PTO | 1 | |
| 25. | Electric Shifted PTO | 1 | |
| 26. | Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis | 1 | |
| 27. | Spring Loaded Hose Reel, 50 FT Hose Capacity To be installed CS rear of tailshelf, payout to the rear. | 1 | |
| 28. | 50' Conductive Hose Kit, Black, Includes Quick Disconnects and Dust Caps (Male Pressure, Female Return) | 1 | |
| 29. | Install Tool Circuit For Hose Reel Installation, Below Rotation (Male Pressure, Female Return) | 1 | |
| <u>Body</u> | | | |
| 30. | BrandFX Body | 1 | |
| 31. | Fiberglass Body | 1 | |
| 32. | Low-Side General Service With Step (LGSS) | 1 | |
| 33. | Custom Body Specifications Details: <ul style="list-style-type: none">- Aluminum treadplate installed along cargo walls, both sides, as high as possible.- Full length aluminum drip rail.- 3/16" aluminum tread floor.- 3/16"smooth aluminum header panel.- Alumium wheel well liners. | 1 | |
| 34. | 132" Estimated Body Length (Engineering To Determine Final Length) | 1 | |
| 35. | 94 Inch Body Width | 1 | |
| 36. | 40 Inch Body Compartment Height | 1 | |
| 37. | 20 Inch Body Compartment Depth | 1 | |
| 38. | Gelcoat Finish Entire Body Altec White | 1 | |
| 39. | 2 Inch x 6 Inch Drop-In Composite Retaining Board At Rear Of Body | 1 | |
| 40. | Treadplate On Streetside Compartment Tops (Not a Walking Surface) Details: To be aluminum | 1 | |
| 41. | Treadplate On Curbside Compartment Tops (Not a Walking Surface) Details: To be aluminum | 1 | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
| 42. | Rope Lights (LED) Around Top And Sides Of Compartment Door Facings | 7 | |
| 43. | Stainless Steel Rotary Paddle Latches With Keyed Locks | 7 | |
| 44. | Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors | 1 | |
| 45. | Standard Master Body Locking System (Located at Rear) | 7 | |
| 46. | One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel (Rear Of Wheel Or Opposite Fuel Fill) | 1 | |
| 47. | Aluminum Rock Guards Installed Each Front Corner Of Body | 1 | |
| 48. | 1st Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Rear Wall) Install as high as possible | 2 | |
| 49. | 1st Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Right Wall) Install as high as possible | 2 | |
| 50. | 1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed | 1 | |
| 51. | 2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers | 4 | |
| 52. | 1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers | 1 | |
| 53. | 1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment | 1 | |
| 54. | Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Left Wall) Install as high as possible | 2 | |
| 55. | Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Rear Wall) Install as high as possible | 3 | |
| 56. | Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Right Wall) Install as high as possible | 2 | |
| 57. | 1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers | 4 | |
| 58. | 1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed | 1 | |
| 59. | 2nd Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers | 4 | |
| 60. | 1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers Install 9" down from top of compartment. | 1 | |
| 61. | 1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment | 1 | |
| 62. | 1st Horizontal (CS) - 4 Inch High Pull-Out Drawer On Slides, As Wide As Possible, Latched, Modular Dividers (Egg Crate Style On 2 Inch Centers, Removable, And Configurable) - Must have dual latches and center cable pull. | 1 | |
| 63. | Rear Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles To be made out of aluminum. | 1 | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|--|---|------------|--------------|
| 64. | Aluminum U-Shaped Grab Handle Details: -Bolt on, Dimensions approx. 15" high x 15" long. -Install one on SS rear of Tailshelf - Install one near CS rear vertical parallel with steps | 2 | |
| 65. | Aluminum Sloped Grab Handle - Mounted on CS Rear of Body | 1 | |
| 66. | 36" L Aluminum Tailshelf, Width To Match Body To be made out of 3/16" treadplate with tradplate skirting around the sides | 1 | |
| 67. | Aluminum Cross Storage Located Between Tailshelf Floor And Top Of Subbase, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible -Install "T" handle type door latches. - Doors must have an opening of 8"H x 15"W. | 1 | |
| <u>Body and Chassis Accessories</u> | | | |
| 68. | ICC (Underride Protection) Bumper Installed At Rear | 1 | |
| 69. | Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW) With chassis frame reinforcement. | 1 | |
| 70. | Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount. | 1 | |
| 71. | Install Counterweight As Needed | 1 | |
| 72. | Cable Step Installed At Rear, Single Step | 1 | |
| 73. | Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward) To be Aluminum | 1 | |
| 74. | Platform Rest, Rigid with Rubber Tube Details: - Rotate the unit as far SS as possible for clearance between the platform and side packs - Platform to be stowed in the "end mount" position, over the tailshelf | 1 | |
| 75. | Boom Rest for a Telescopic Unit To be installed on streetside rear of cargo area, as close to body side pack as possible. | 1 | |
| 76. | Plastic Outrigger Pad, 24" x 24" x 1", Black With Handle | 2 | |
| 77. | Pendulum Retainers For Outrigger Pad Holders | 2 | |
| 78. | Custom Outrigger Pad Holder Aluminum outrigger Pad Holder. Dimensions 25" L x 25" W x 3" H, Fits 24.5" x 24.5" x 2" Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer | 2 | |
| 79. | Mud Flaps With Altec Logo (Pair) | 1 | |
| 80. | Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair) | 1 | |
| 81. | Slope Indicator Assembly For Machine With Outriggers | 1 | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|--------------------------------------|--|------------|--------------|
| 82. | Cone Holder Underslung Style, Consists Of Two Rings And Bungee Cord (Holds up to four 15"x15" large cones) Details: To be installed under tailshelf on SS with access from SS. Customer provided cones are 34" high and holder must accommodate cones. | 1 | |
| 83. | 10 LB Fire Extinguisher With Heavy Duty Bracket, Installed - SHIP LOOSE | 1 | |
| 84. | Triangular Reflector Kit, Shipped Loose | 1 | |
| 85. | Vinyl manual pouch for storage of all operator and parts manuals - Ship loose | 1 | |
| 86. | Additional Body/Chassis Accessory Light Bar Details: - Cross bar to span between the side packs made from 2" x 2" Aluminum tubing. - Installed at the front, on top of the compartments. - Provide light brackets on each side. | 1 | |
| 87. | Additional Body/Chassis Accessory - Aluminum Brackets for Go-Lights and Amber Strobes. Aluminum square tubing only, no wire mesh or punch metal. | 1 | |
| <u>Electrical Accessories</u> | | | |
| 88. | Compartment Lights Wired To Dash Mounted Master Switch | 1 | |
| 89. | Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights) | 1 | |
| 90. | Altec Standard Amber LED Strobe Light with Brush Guard To be installed on post at front of cargo area, one each side, with master switch in cab | 2 | |
| 91. | 4-Corner Strobe Lighting, Amber LED A. Two (2) Surface Mounted Lights in Front Grille B. Two (2) Round Grommet Mounted Lights at Rear | 1 | |
| 92. | Strobe and Indicator Lights Wired Battery Hot | 1 | |
| 93. | 6" Diameter Incandescent Spot Light With Rubber Housing Details: To be installed on rear of pedestal, to light cargo and tailshelf area. Master switch in cab. | 1 | |
| 94. | Custom Remote Spot/Flood - Two (2) Remote Spot Lights, Permanent Mount, Go-Light Stryker 3067, with wireless dash controls and remote. -Details: Install one each side on aluminum light bracket outboard of strobes. | 1 | |
| 95. | Dual Tone Back-Up With Outrigger Motion Alarm | 1 | |
| 96. | Altec Standard Multi-Point Grounding System | 5 | |
| 97. | Copper U Shaped Grounding Lug (Threaded) Details: One to be installed on CS front bumper. One to be installed on CS under tailshelf. | 2 | |
| 98. | PTO Hour Meter, Digital, with 10,000 Hour Display | 1 | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|---------------------------------|---|------------|--------------|
| 99. | 6-Way Trailer Receptacle (Pin Type) Installed At Rear | 1 | |
| 100. | Dash panel rocker switches supplied with Ford Chassis, 4 auxiliary switches supplied in up fitting package from Ford | 1 | |
| 101. | 1500 Watt Pure-Sine Wave Inverter - Mounted in Bottom of CS 1st Vertical | 1 | |
| 102. | Inverter Wired Ignition Hot with Dash Mounted Switch | 1 | |
| 103. | Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual) To be installed on the wall of cab. | 1 | |
| 104. | Install secondary stowage system. | 1 | |
| 105. | Install Remote Start/Stop system in Final Assembly. | 1 | |
| 106. | Install Outrigger Interlock System | 1 | |
| <u>Finishing Details</u> | | | |
| 107. | Focus Factory Build | 1 | |
| 108. | Delivery Of Completed Unit | 1 | |
| 109. | Inbound Freight | 1 | |
| 110. | Powder Coat Unit Altec White | 1 | |
| 111. | Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders. | 1 | |
| 112. | Apply Non-Skid Coating to all walking surfaces | 1 | |
| 113. | English Safety And Instructional Decals | 1 | |
| 114. | Vehicle Height Placard - Installed In Cab | 1 | |
| 115. | Dielectric test unit according to ANSI requirements. | 1 | |
| 116. | Stability test unit according to ANSI requirements. | 1 | |
| 117. | Placard, HVI-22 Hydraulic Oil | 1 | |
| 118. | Installation - AT40M | 1 | |
| <u>Chassis</u> | | | |
| 119. | Chassis | 1 | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 120. | Altec Supplied Chassis | 1 | |
| 121. | 2016 Model Year | 1 | |
| 122. | Ford F550 | 1 | |
| 123. | 4x2 | 1 | |
| 124. | 84 Clear CA (Round To Next Whole Number) | 1 | |
| 125. | Regular Cab | 1 | |
| 126. | Ford 6.7L Power Stroke Diesel | 1 | |
| 127. | 300 HP Engine Rating | 1 | |
| 128. | Ford 6R140 6-Speed Automatic Transmission (w/PTO Provision) | 1 | |
| 129. | GVWR 19,500 LBS | 1 | |
| 130. | 7,000 LBs Front Axle Rating | 1 | |
| 131. | 14,706 LBs Rear Axle Rating | 1 | |
| 132. | 225/70R19.5 Front Tire | 1 | |
| 133. | 225/70R19.5 Rear Tire | 1 | |
| 134. | Hydraulic Brakes | 1 | |
| 135. | Ford E/F250-550 Single Horizontal Right Side Exhaust | 1 | |
| 136. | 98R - Operator Commanded Regeneration (OCR) | 1 | |
| 137. | No Idle Engine Shut-Down Required | 1 | |
| 138. | No California Emission Requirements | 1 | |
| 139. | Air Conditioning | 1 | |
| 140. | AM/FM Radio | 1 | |
| 141. | Alternator (220amp) | 1 | |
| 142. | Ambulance Prep Package | 1 | |
| 143. | Block Heater | 1 | |
| 144. | Limited Slip Rear Axle | 1 | |
| 145. | Running Boards (Supplied By Chassis OEM) | 1 | |
| 146. | Snow Plow Package | 1 | |
| 147. | Vinyl Full Bench Seat | 1 | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|--------------------|------------|--------------|
|-------------|--------------------|------------|--------------|

Additional Pricing

| | | | |
|------|---|---|--|
| 148. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 | |
|------|---|---|--|

| | |
|-----------------------------|------------|
| Unit / Body / Chassis Total | 131,624.00 |
| FET Total | 0.00 |
| Total | 131,624.00 |

Altec Industries, Inc.

BY _____

Lori Woods

Notes:

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Quoted for: City of Grand Island
 Customer Contact: Mike Davis
 Phone: 308-358-5322 /Fax: /Email:
 Quoted by: Dominick Olshanski / Lori Woods
 Phone: 919-528-8058 /Fax: /Email:
 Altec Account Manager: Don Sedlecek

REFERENCE ALTEC MODEL

| | | |
|-------|--|-----------|
| AT40M | Articulating Telescopic Aerial Device with Material Handling (Insulated) | \$112,202 |
|-------|--|-----------|

Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

| | | |
|---|--|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

(A1.) NJPA OPTIONS ON CONTRACT (General)

| | | | |
|---|-------|--|-------|
| 1 | SPOT3 | FOUR (4) POINT STROBE SYSTEM (Recessed, LED) | \$477 |
| 2 | RL | COMPARTMENT LIGHTS in Body Compartments (Rope Style) | \$595 |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

NJPA OPTIONS TOTAL: \$113,274

(B.) OPEN MARKET ITEMS (Customer Requested)

| | | | |
|---|----------------------|--|---------|
| 1 | UNIT | Custom Platform, Ceritified Jib, Diganostic Pressure Test Kit | \$1,676 |
| 2 | UNIT & HYDRAULIC ACC | Hose Reel Below Rotation | \$1,895 |
| 3 | BODY | BFX Custom Fiberglass Body ILO Altec Steel Body | \$6,508 |
| 4 | BODY & CHASSIS ACC | Plastic O/R Pads, Cone Holder, Aluminum Light Bar, | \$1,302 |
| 5 | ELECTRICAL | Tractor Lights, Go Lights, Grounding System, 1500w PureSine Inverter | \$3,781 |
| 6 | FINISHING | | |
| 7 | CHASSIS | 2016 Ford 4X2 ILO 2015 Ford 4x2 | \$488 |
| 8 | OTHER | | |

OPEN MARKET OPTIONS TOTAL: \$15,650

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$128,924

Delivery to Customer: \$2,700

TOTAL FOR UNIT/BODY/CHASSIS: \$131,624

(C.) ADDITIONAL ITEMS (items are not included in total above)

| | | |
|---|--|--|
| 1 | | |
| 2 | | |
| 3 | | |

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **270-300** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Creedmoor, NC

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: ALTEC Industries, Inc. Date: 3/5/2014

Company Address: 33 Inverness Center Parkway

City: Birmingham State: AL Zip: 35242

Contact Person: Cullen Bull Title: New Equipment Sales - Strategic Accounts

Authorized Signature (ink only): Cullen Bull Cullen Bull
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA Public Utilities Equipment with Related Accessories + SuppliesALTEC Industries, Inc.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 1st, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Chad Coquette
(Name printed or typed)

Awarded this 10 day of April, 20 14 NJPA Contract Number # 031014-ALT

NJPA Authorized signature:

NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this 10th day of April, 20 14 NJPA Contract Number # 031014-ALT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name ALTEC Industries, Inc.

Vendor Authorized signature:

Cullen BullTitle: New Equipment Sales - Strategic Accounts

(Name printed or typed)

Executed this 10th day of April, 20 14 NJPA Contract Number # 031014-ALT

RESOLUTION 2015-111

WHEREAS, the National Joint Powers Alliance Buying Group was utilized to secure competitive bids for a New Truck with Articulating Telescopic Aerial Device by the Streets Division of the Public Works Department; and

WHEREAS, the National Joint Powers Alliance Buying Group Contract No. 031014-ALT was awarded to Altec Industries, Inc.; and

WHEREAS, the Public Works Department has recommended the purchase of the New Truck with Articulating Telescopic Aerial Device from Altec Industries, Inc. for a purchase price of \$131,624.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the New Truck with Articulating Telescopic Aerial Device from Altec Industries, Inc. is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| April 24, 2015 | ▣ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-11

#2015-112 - Approving Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Pragya, Inc./Bosselman, Inc./Bosselman Oil, Inc.]

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

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

RESOLUTION 2015-112

WHEREAS, public utility easements are required by the City of Grand Island, from affected property owners for the Hall County Sanitary Sewer District 2 (SID 2), described as follows:

| Owner | Legal | Total |
|-----------------|--|-------------|
| PRAGYA, INC. | LOCATED IN PART OF LOT ONE (1), KRUG SECOND SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT ONE (1), KRUG SECOND SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N84°42'01"E, ALONG A NORTHERLY LINE OF SAID LOT ONE (1), A DISTANCE OF 20.10 FEET; THENCE S06°01'38"E, PARALLEL TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 193.29 FEET; THENCE S46°05'32"E, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 32.33 FEET; THENCE S31°56'59"W A DISTANCE OF 39.10 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N58°03'01"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 21.38 FEET; THENCE N06°01'38"W, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 235.95 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 5,422 SQUARE FEET OR 0.12 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 10 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. | \$10,850.00 |
| BOSSELMAN, INC. | THE EAST 25 FEET OF LOT ONE (1), BOSSELVILLE 2 ND SUBDIVISION, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 2,362 SQUARE FEET OR 0.05 ACRES MORE OR LESS AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 2 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THE EAST 25 FEET OF LOT TWO (2), BOSSELVILLE 2 ND SUBDIVISION, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1,519 SQUIRE FEET OR 0.03 ACRES MORE OR LESS AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. LOCATED IN PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 950.00 FEET; THENCE S87°53'14"W, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 105.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE SOUTHEAST CORNER OF A TRACT OF LAND RECORDED IN INSTRUMENT NO. 200602787, HALL COUNTY, REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND TO THE INTERSECTION OF SAID SOUTH LINE AND A LINE PARALLEL TO AND 25.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE ALONG SAID LINE PARALLEL TO AND 25.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND; THENCE ALONG SAID NORTH LINE OF A TRACT OF LAND OT THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS AN APPROXIMATE AREA OF 12,292 SQUARE FEET OR 0.28 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 3 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. | \$5,440.00 |

Approved as to Form ☐ _____
April 24, 2015 ☐ City Attorney

| Owner | Legal | Total |
|------------------------|--|--------------------|
| BOSSelman OIL, INC. | <p>LOCATED IN PART OF THE EAST HALF (E ½) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., WHICH INCLUDES PART OF NEMBO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID EAST HALF, A DISTANCE OF 1765.77 FEET; THENCE S88°27'18"W A DISTANCE OF 112.23 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF TRACT THREE (3) RECORDED IN INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S01°09'32"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 491.11 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET AND THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE S88°46'46"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET, A DISTANCE OF 35.00 FEET; THENCE N01°09'32"W, PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 30.21 FEET; THENCE S88°50'28"W A DISTANCE OF 113.54 FEET; THENCE N01°09'32"W A DISTANCE OF 10.00 FEET; THENCE N88°50'28"E A DISTANCE OF 113.54 FEET; THENCE N01°09'32"W, PARALLEL TO THE WEST RIGHT-OF-WAY LINE, A DISTANCE OF 34.63 FEET; THENCE N88°50'28"E A DISTANCE OF 10.00 FEET; THENCE N01°09'32"W, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 408.54 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT THREE(3) IN INSTRUMENT NO. 90-104283; THENCE N71°34'44"E ALONG SAID NORTH LINE, A DISTANCE OF 26.18 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,065 SQUARE FEET OR 0.32 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 5 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> | \$27,960.00 |
| | <p>LOCATED IN PART OF THE EAST HALF (E ½) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHEAST CORNER OF NEMBO SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°09'32"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 171.14 FEET; THENCE S20°05'30"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 316.82 FEET; THENCE S40°01'38"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 174.38 FEET; THENCE S50°17'03"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 199.93 FEET TO THE SOUTHWEST CORNER OF TRACT THREE (3) OF INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE N01°13'16"W, ON SAID WEST LINE, A DISTANCE OF 31.95 FEET; THENCE N50°17'14"E, PARALLEL TO THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 281 INTERCHANGE TO INTERSTATE 80, A DISTANCE OF 177.79 FEET; THENCE N40°01'38"E, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 167.74 FEET; THENCE N20°05'30"E, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 280.15 FEET; THENCE N01°09'32"W, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 192.13 FEET TO A POINT ON THE SOUTH LINE OF NEBMO SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF PLATTE STREET; THENCE N88°46'46"E, ALONG THE SOUTH LINE OF NEBMO SUBDIVISION, A DISTANCE OF 35.00 FEET; TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 22,818 SQUARE FEET OR 0.52 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 6 ATTACHED HERETO AND INCOPORATED HEREIN BY REFERENCE.</p> | |
| TOTAL | | \$44,250.00 |

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and

- 2 -

hereby is, authorized to enter into the agreement for the public utility easement on the above described tract of land, in the total amount of \$44,250.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

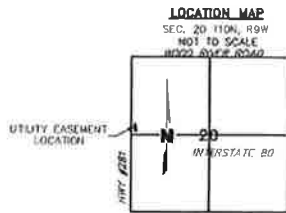
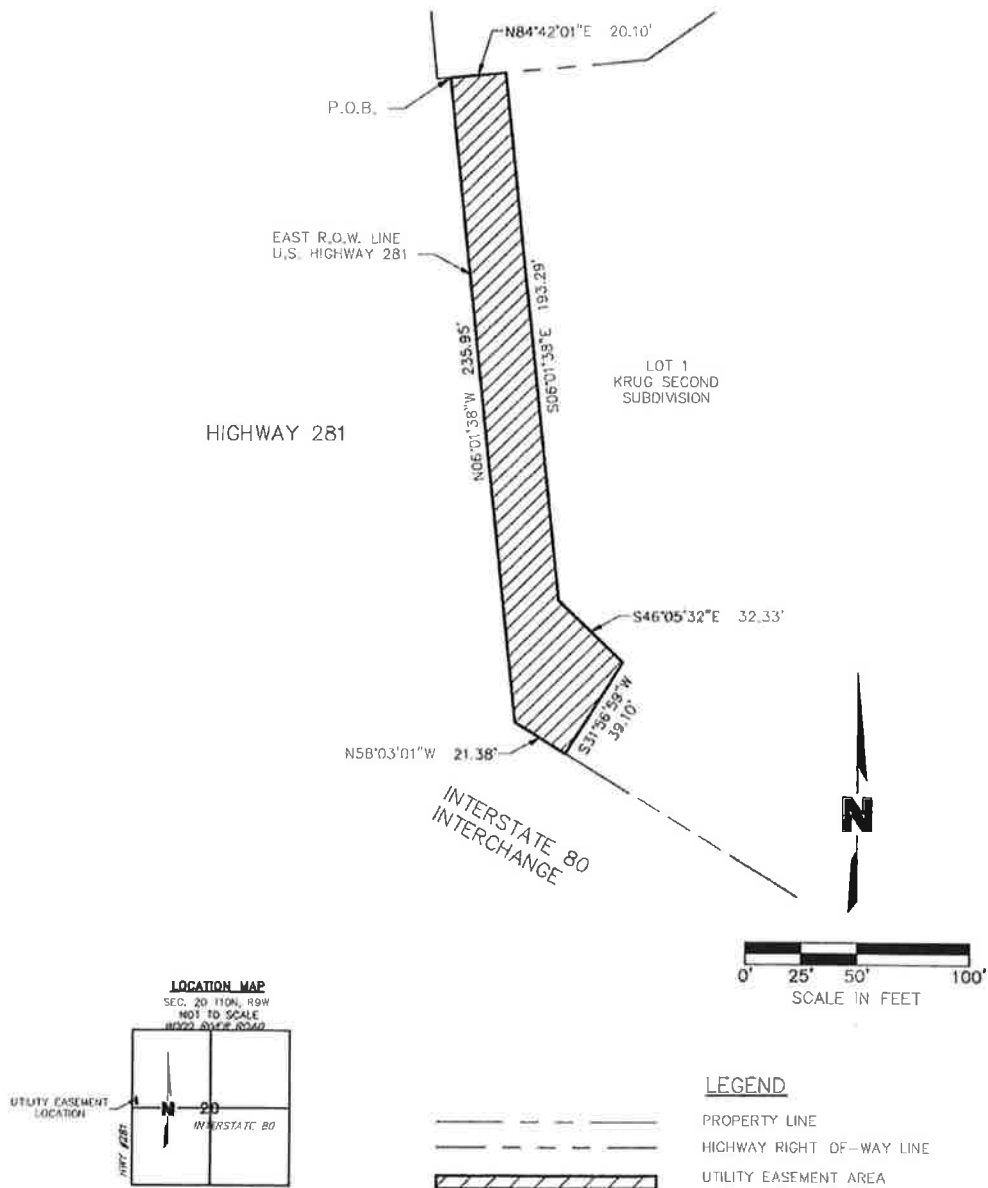
Attest:

RaNae Edwards, City Clerk

- 3 -

UTILITY EASEMENT

HALL COUNTY, NEBRASKA



LEGEND

PROPERTY LINE

HIGHWAY RIGHT-OF-WAY LINE

UTILITY EASEMENT AREA

UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE LOT 1, KRUG SECOND SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, KRUG SECOND SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N84°42'01\"E, ALONG A NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 20.10 FEET; THENCE S06°01'38\"E, PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 193.29 FEET; THENCE S46°05'32\"E, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 32.33 FEET; THENCE S31°56'59\"W A DISTANCE OF 39.10 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N58°03'01\"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 21.38 FEET; THENCE N06°01'38\"W, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 235.95 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 5,422 SQUARE FEET OR 0.12 ACRES MORE OR LESS.

PROJECT NO: 2012-1867
 DRAWN BY: LJW
 DATE: 07/08/2014

**U.S. HIGHWAY 281
 UTILITY EASEMENTS**

MOLSSON ASSOCIATES

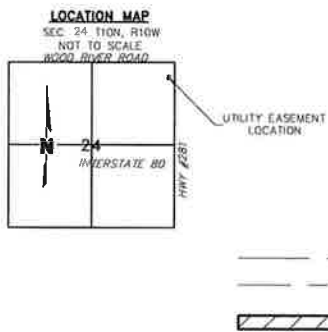
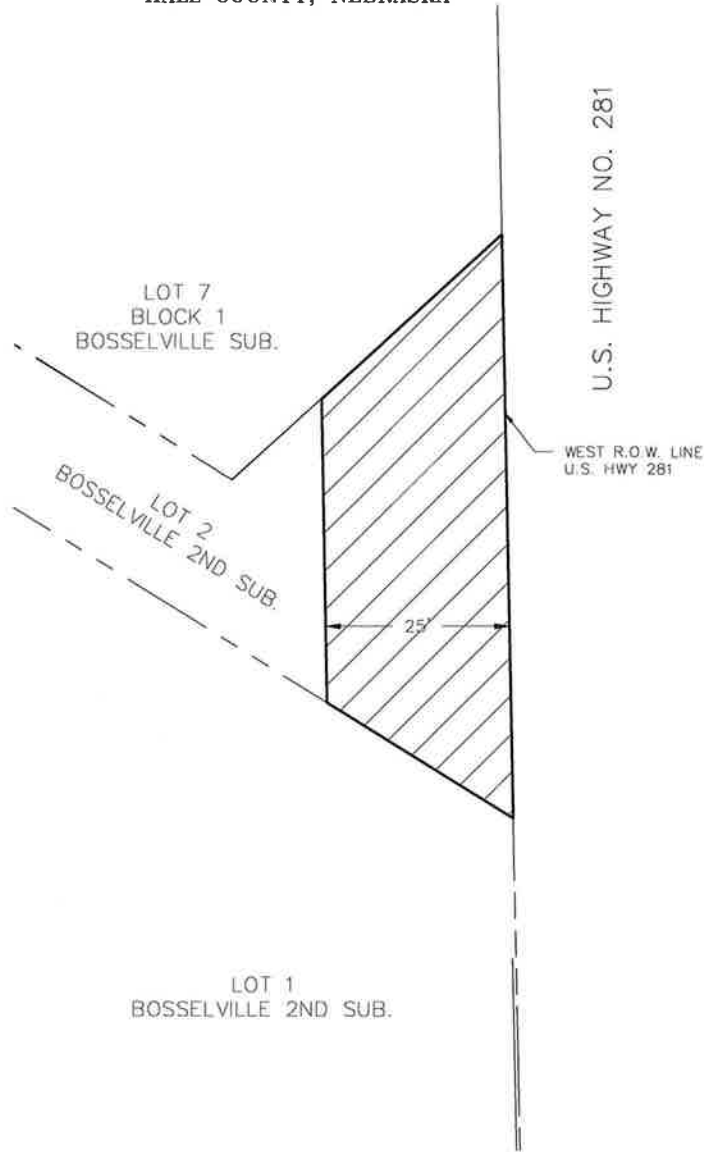
201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68802-1072
 TEL 308.384.8750
 FAX 308.384.8752

**EXHIBIT
 10**

UTILITY EASEMENT

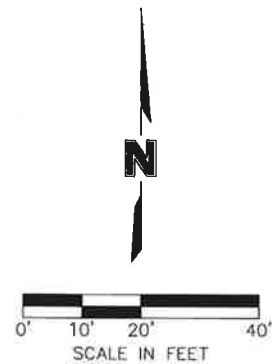
HALL COUNTY, NEBRASKA

DWG. F:\projects\012-1864\SV\012-1864_Sewer Easement_Bosselville 2ND Sub.dwg USER: lwheeler
 DATE: Aug 08, 2014 10:56am XREFS: 121867_pbase 0121867_xbase_SID Sewer 0110941_FP Hwy Metals



LEGEND

- PROPERTY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- UTILITY EASEMENT AREA



UTILITY EASEMENT DESCRIPTION

EAST 25 FEET OF LOT 2, BOSSELVILLE 2ND SUBDIVISION, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1,519 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

| | | | |
|-----------------------|---------------------------------------|---|---------|
| PROJECT NO: 2012-1864 | U.S. HIGHWAY 281 UTILITY EASEMENTS | 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: LJW | | | 1 |
| DATE: 07/08/2014 | | | |

UTILITY EASEMENT

HALL COUNTY, NEBRASKA

NE COR.
SEC. 24-T10N-R10W

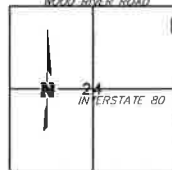
0' 50' 100' 200'
SCALE IN FEET

LEGEND

SECTION CORNER
SECTION LINE
PROPERTY LINE
HIGHWAY RIGHT-OF-WAY LINE
UTILITY EASEMENT AREA

QUITCLAIM DEED
INSTRUMENT NO. 200602787

LOCATION MAP
SEC. 24 T10N, R10W
NOT TO SCALE
1000 RIVER ROAD



UTILITY EASEMENT
LOCATION

WEST R.O.W. LINE
U.S. HWY 281

25'

S00°47'14"E 950.00'
S0°47'14"E 2961.59'(V)

S87°53'14"W 105.84'

P.O.B.

E 1/4 COR.
SEC. 24-T10N-R10W

UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) 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 SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 950.00 FEET; THENCE S87°53'14"W, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 105.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE SOUTHEAST CORNER OF A TRACT OF LAND RECORDED IN INSTRUMENT NO. 200602787, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND TO THE INTERSECTION OF SAID SOUTH LINE AND A LINE PARALLEL TO AND 25.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE ALONG SAID LINE PARALLEL TO AND 25.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND; THENCE ALONG SAID NORTH LINE OF A TRACT OF LAND TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS AN APPROXIMATE AREA OF 12,292 SQUARE FEET OR 0.28 ACRES MORE OR LESS.

PROJECT NO: 2012-1867

DRAWN BY: LJW

DATE: 07/08/2014

U.S. HIGHWAY 281
UTILITY EASEMENTS

MOLSSON
ASSOCIATES

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

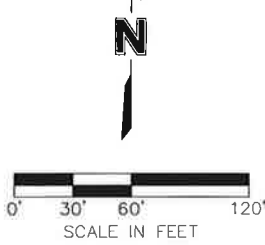
EXHIBIT

3

UTILITY EASEMENT

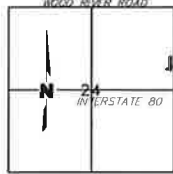
HALL COUNTY, NEBRASKA

NE COR.
SEC. 24-T10N-R10W



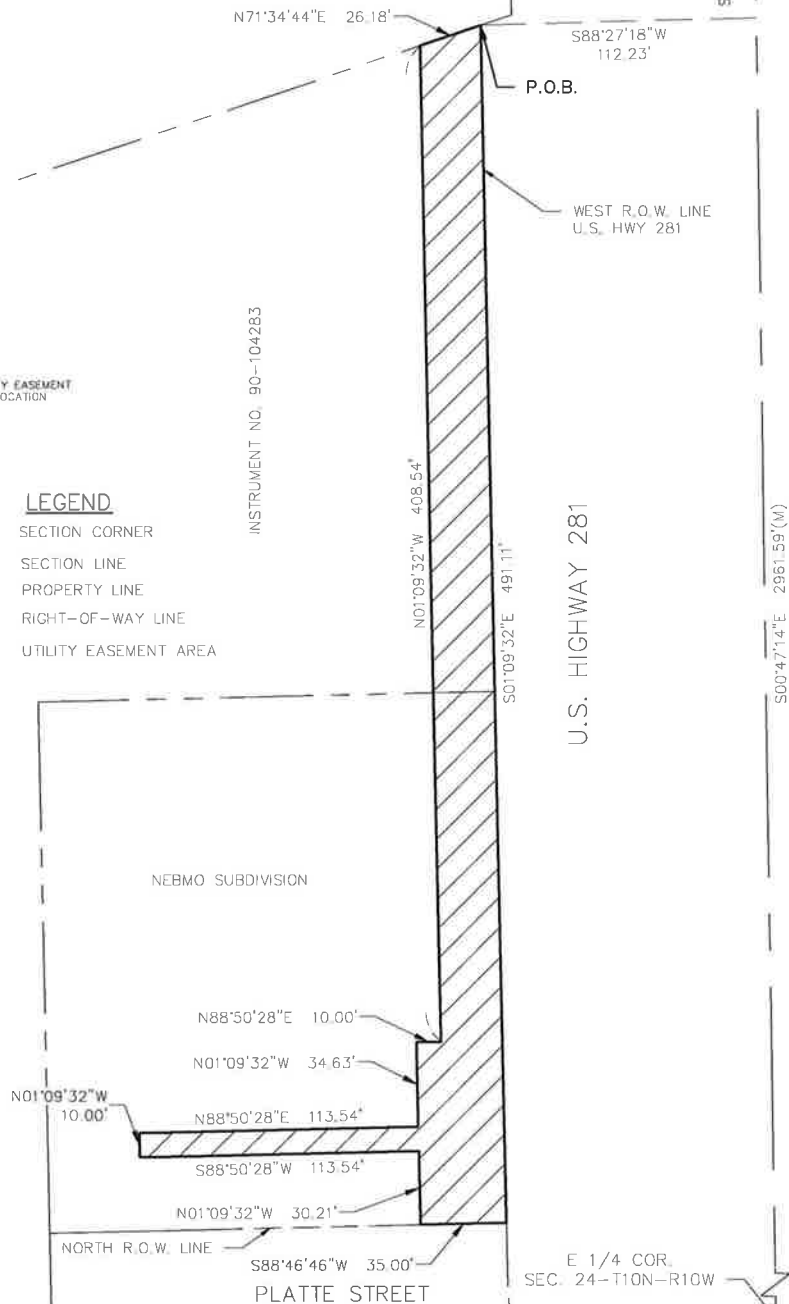
LOCATION MAP

SEC. 24 T10N, R10W
NOT TO SCALE
10200 RIVER ROAD



LEGEND

- SECTION CORNER
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- UTILITY EASEMENT AREA



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF (E1/2) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., WHICH ALSO INCLUDES PART OF NEBMO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID EAST HALF, A DISTANCE OF 1765.77 FEET; THENCE S88°27'18"W A DISTANCE OF 112.23 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF TRACT THREE, RECORDED IN INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S01°09'32"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 281, A DISTANCE OF 491.11 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET AND SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE S88°46'46"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET, A DISTANCE OF 35.00 FEET; THENCE N01°09'32"W, PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 30.21 FEET; THENCE S88°50'28"W A DISTANCE OF 113.54 FEET; THENCE N01°09'32"W A DISTANCE OF 10.00 FEET; THENCE N88°50'28"E A DISTANCE OF 113.54 FEET; THENCE N01°09'32"W, PARALLEL TO THE WEST RIGHT-OF-WAY LINE, A DISTANCE OF 34.63 FEET; THENCE N88°50'28"E A DISTANCE OF 10.00 FEET; THENCE N01°09'32"W, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 408.54 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT THREE, RECORDED IN SAID INSTRUMENT NO. 90-104283; THENCE N71°34'44"E, ALONG SAID NORTH LINE, A DISTANCE OF 26.18 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,065 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

PROJECT NO: 2012-1867
DRAWN BY: LJW
DATE: 07/08/2014

U.S. HIGHWAY 281
UTILITY EASEMENTS

MOLSSON
ASSOCIATES

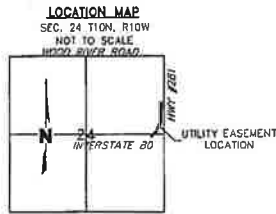
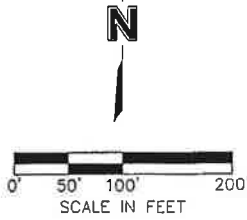
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT
5

UTILITY EASEMENT

HALL COUNTY, NEBRASKA

NE COR.
SEC. 24-T10N-R10W



INSTRUMENT NO. 90-104283

SE COR.
NEBMO SUB.
P.O.B.

U.S. HIGHWAY NO. 281

S04°17'14"E 2961.59'(M)

S40°01'38"W 167.74'

N20°05'30"E 280.15'

E 1/4 COR.
SEC. 24-T10N-R10W

S00°46'38"E 2637.08'

SE COR.
SEC. 24-T10N-R10W

LEGEND

- SECTION CORNER
- SECTION LINE
- PROPERTY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- UTILITY EASEMENT AREA

UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF (E1/2) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF NEBMO SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°09'32"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 281, A DISTANCE OF 171.14 FEET; THENCE S20°05'30"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 316.82 FEET; THENCE S40°01'38"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 174.38 FEET; THENCE S50°17'03"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 199.93 FEET TO THE SOUTHWEST CORNER OF TRACT THREE OF INSTRUMENT 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE N01°13'16"W, ON SAID WEST LINE, A DISTANCE OF 31.95 FEET; THENCE N50°17'14"E, PARALLEL TO THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 281 INTERCHANGE TO INTERSTATE 80, A DISTANCE OF 177.79 FEET; THENCE N40°01'38"E, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 167.74 FEET; THENCE N20°05'30"E, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 280.15 FEET; THENCE N01°09'32"W, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 192.13 FEET TO A POINT ON THE SOUTH LINE OF NEBMO SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF PLATTE STREET; THENCE N88°46'46"E, ALONG THE SOUTH LINE OF NEBMO SUBDIVISION, A DISTANCE OF 35.00 FEET; TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 22,818 SQUARE FEET OR 0.52 ACRES MORE OR LESS.

PROJECT NO: 2012-1864
DRAWN BY: LJW
DATE: 07/08/2014

U.S. HIGHWAY 281
UTILITY EASEMENTS

MOLSSON
ASSOCIATES

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

EXHIBIT
6



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-12

#2015-113 - Approving Acquisition of Utility Easement Located South of Faidley Avenue and West of the Surgery Center (T & E Cattle Co)

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

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

RESOLUTION 2015-113

WHEREAS, a public utility easement is being acquired by the City of Grand Island from T & E Cattle Co. to allow for construction of Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14, described as follows:

A PERMANENT ACCESS EASEMENT LCOATED IN PART O FHTE EAST HALF OF THE SOUTHWEST QUARTER, SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE CENTER OF SAID SECTION 13, THENCE S89°15'33"W, ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWETS QUARTER OF SAID SECTION 13, A DISTANCE OF 722.06 FEET; THENCE S00°44'27"E, A DISTANCE OF 60.00 FEET TO A POINT AT THE INTERSECTION OF THE EXISTING NORTHERLY RIGHT-OF-WAY OF FAIDLEY AVENUE AND THE SOUTH EXISTING DITCH RIGHT-OF-WAY AND THE POINT OF BEGINNING AND THE POINT OF CURVATURE OF A 520.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°36'19", AN ARC DISTANCE OF 29.14 FEET, THE CHROD OF SAID CURVE BEARS S58°21'40"W, A DITANCE OF 29.13 FEET; THENCE N00°44'27"W, A DISTANCE OF 14.96 FEET; THENCE N89°15'33"E, ALONG SAID SOUTH EXISTING DITCH RIGHT-OF-WAY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 0.0042 ACRES, (185.03 SQUARE FEET).

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement, with no compensation to the property owner, for the public utility easement on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

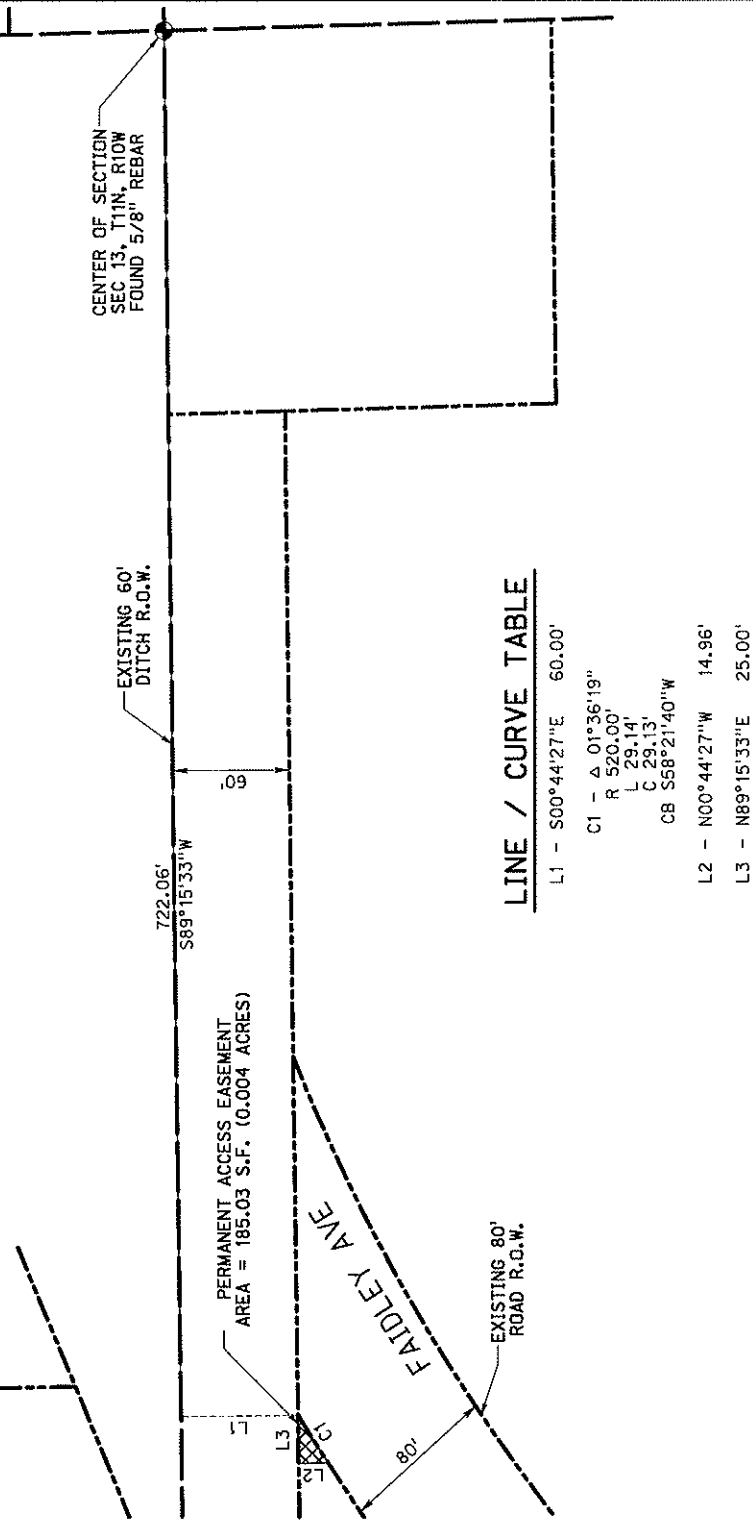
RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |

LARUE SUBDIVISION
(NOT A PART)

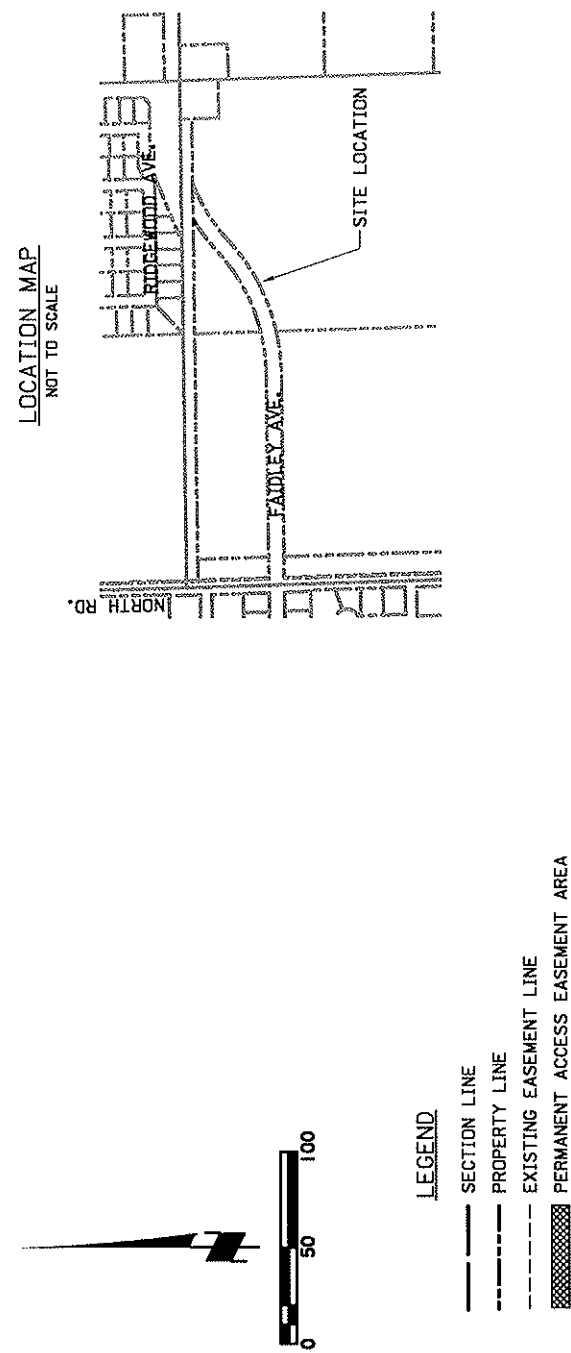
PERMANENT ACCESS EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LINE / CURVE TABLE

L1 - S00°44'27"E 60.00'
C1 - Δ 01°36'19"
R 520.00'
L 29.14'
C 29.13'
CB S58°21'40"W
L2 - N00°44'27"W 14.96'
L3 - N89°15'33"E 25.00'

EAST HALF SOUTHWEST QTR.
SEC. 13, T11N, R10W
EXCEPT 3.91 ACRES CITY OWNED R.O.W.
PARCEL NO. 400150212



| PERMANENT | ACCESS | EASEMENT | DESCRIPTION |
|-----------|--------|----------|-------------|
| | | | |

A PERMANENT ACCESS EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QTR. SEC. 13, T11N, R10W IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE CENTER OF SAID SECTION 13, THENCE S89°15'13"W, ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 722.06 FEET; THENCE S00°44'27"E, A DISTANCE OF 60.00 FEET TO A POINT AT THE INTERSECTION OF THE EXISTING NORTHERLY RIGHT OF WAY OF FAIDLEY AVENUE AND THE SOUTH EXISTING DITCH RIGHT OF WAY AND THE POINT OF BEGINNING AND THE POINT OF CURVATURE OF A 520.00 FOOT RADII CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°36'19", AN ARC DISTANCE OF 29.14 FEET, THE CHORD OF SAID CURVE BEARS S58°21'40"W, A DISTANCE OF 29.13 FEET; THENCE N00°44'27"W, A DISTANCE OF 14.96 FEET; THENCE N89°15'33"E, ALONG SAID SOUTH EXISTING DITCH RIGHT OF WAY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.0042 ACRES, (185.03 SQUARE FEET).





City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-13

#2015-114 - Approving Certificate of Final Completion for Delta Street Drainage; Project No. 2014-D-1

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: April 28, 2015

Subject: Approving Certificate of Final Completion for Delta Street Drainage; Project No. 2014-D-1

Item #'s: G-13

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$43,571.05 contract by the City Council on November 12, 2014 to improve drainage on Delta Street by extending the subsurface drainage and correcting the slope of the pavement. Work on the project commenced on March 20, 2015 and was completed on April 22, 2015.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the bidding process. The project was completed at a total cost of \$46,704.53, which is an overrun of \$3,133.48. There was more concrete work that was found to be necessary once the project got underway, thus causing the project overrun.

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 Delta Street Drainage; Project No. 2014-D-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

DELTA STREET DRAINAGE; PROJECT NO. 2014-D-1
CITY OF GRAND ISLAND, NEBRASKA
April 28, 2015

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

This is to certify that the Delta Street Drainage; Project No. 2014-D-1 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated November 13, 2014. 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.

Delta Street Drainage; Project No. 2014-D-1

| Item No. | Description | Total Quantity | Unit | Unit Price | Total Cost |
|----------------------------|--|----------------|------|------------|--------------------|
| 1 | MOBILIZATION | 1.00 | L.S. | \$2,815.00 | \$2,815.00 |
| 2 | REMOVE PAVEMENT AND SIDEWALK | 305.00 | S.Y. | \$12.70 | \$3,873.50 |
| 3 | BUILD 7" CONCRETE PAVEMENT WITH INTEGRAL CURB & GUTTER | 98.00 | S.Y. | \$88.45 | \$8,668.10 |
| 4 | BUILD CONCRETE SIDEWALK | 330.00 | S.F. | \$12.10 | \$3,993.00 |
| 5 | BUILD CONCRETE DRIVEWAY, 7" | 65.50 | S.Y. | \$96.35 | \$6,310.93 |
| 6 | BUILD 12" HDPE PIPE | 230.00 | L.F. | \$58.30 | \$13,409.00 |
| 7 | BUILD TAP | 1.00 | EA. | \$928.50 | \$928.50 |
| 8 | BUILD 12" RISER WITH INLET | 3.00 | EA. | \$2,235.50 | \$6,706.50 |
| TOTAL PROJECT COST: | | | | | \$46,704.53 |

I hereby recommend that the Engineer's Certificate of Final Completion for the Delta Street Drainage; Project No. 2014-D-1 be approved.

John Collins – City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2015-114

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for the Delta Street Drainage; Project No. 2014-D-1, certifying that The Diamond Engineering Company, of Grand Island, Nebraska, under contract, has completed the project; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Delta Street Drainage; Project No. 2014-D-1, in the amount of \$46,704.53, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-14

#2015-115 - Approving Request from the YMCA for Permission to Use City Streets and State Highway for the 2015 June Jamboree Race

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: April 28, 2015

Subject: Consideration of Approving Request from the YMCA for Permission to Use City Streets and State Highway for the 2015 June Jamboree Race

Item #'s: G-14

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

Background

The City received a request; dated April 14, 2015, from the YMCA Special Events Coordinator requesting to use City streets and a State highway for their June Jamboree. This is a community race that consists of a sprint triathlon and a 5k run.

Discussion

The YMCA is seeking Council approval and notice to the Nebraska Department of Roads for their 2015 June Jamboree to be held on Saturday, June 13, 2015.

The race route will require the use of City streets, as well as US Highway 34. Please see the attached maps.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

In planning for the event and to achieve the best identified route the request has been reviewed by public safety and public works.

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

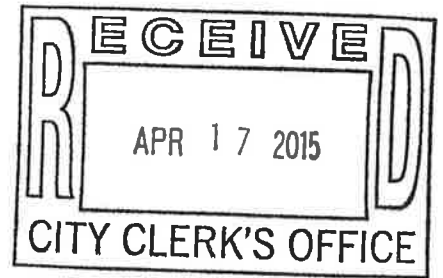
Recommendation

City Administration recommends that the Council approve the 2015 June Jamboree for the YMCA and direct that the Nebraska Department of Roads be notified of this action.

Sample Motion

Move to approve the resolution.

April 14, 2015



ReNae Edwards
City Clerk ~ City of Grand Island
City Hall
100 East First Street
Box 1968
Grand Island, NE 68802

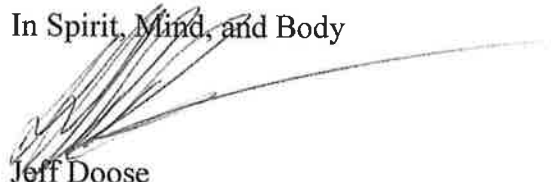
Dear ReNae,

We are in asking for approval for our June Jamboree. The race will be held on Saturday June 13th at Island Oasis. This race consists of a Sprint Triathlon and a 5K run. I have discussed with Captain Falldorf the routes and worked with him on the locations that I would want to use officers for safety and he is in agreement and it is all scheduled. I have enclosed maps of the run course and the bike course.

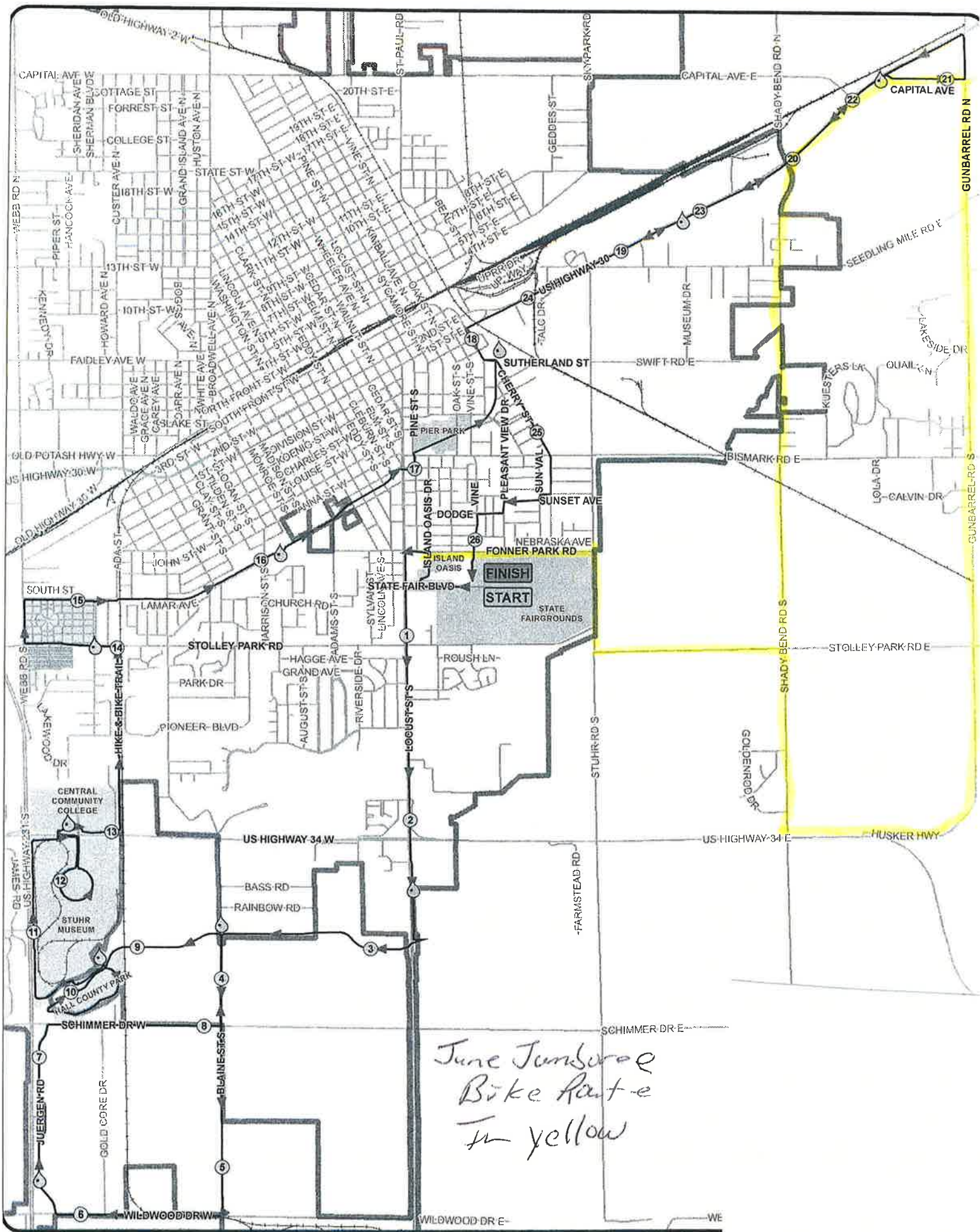
With your continued support, the YMCA will be able to carry on the tradition of offering programs for our community to make it a safer and healthier communitye.

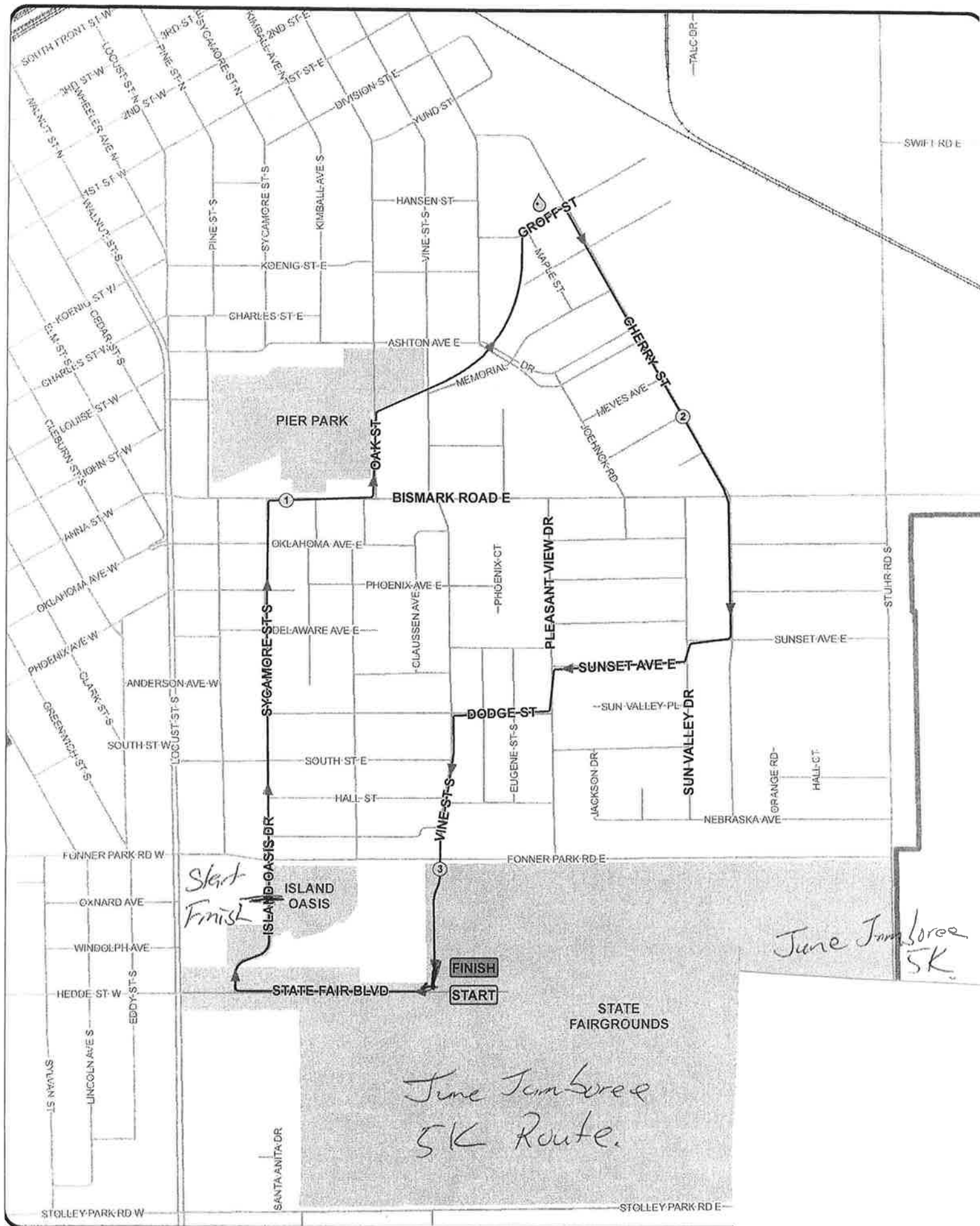
If there are any further questions, please feel free to contact me at the YMCA, 395-9622.

In Spirit, Mind, and Body



Jeff Doose
Grand Island YMCA
Special Events Coordinator
308-395-9622
jeffdoose@giymca.org





RESOLUTION 2015-115

WHEREAS, the YMCA is seeking Council approval and notice to the Nebraska Department of Roads for their 2015 June Jamboree in Grand Island on June 13, 2015; and

WHEREAS, the YMCA has worked with the City in planning & developing an acceptable race route; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the 2015 June Jamboree to be held on June 13, 2015; and

WHEREAS, the route for the special event necessitates the usage of a stretch of US Highway 34 from Husker Highway to Shady Bend Road; and

WHEREAS, the special event will be held on June 13, 2015, with the control of US Highway 34 being assumed by the City at 7:00 am on June 13, 2015 and ending at 9:00 am on June 13, 2015, at which time control of US Highway 34; Husker Highway to Shady Bend Road, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the use of City streets and State highway to accommodate the 2015 June Jamboree on June 13, 2015 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item G-15

#2015-116 - Approving State Bid for Replacement Vehicle (Unit #95) - 2016 Ford F250 Truck with Utility Body for the Utilities Department, Water Division

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 28, 2015

Subject: Approving State Bid for (1) 2016 Ford F250 Truck with Utility Body – Utilities Department, Water Division

Item #'s: G-15

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Water Division of the Utilities Department budgeted for the replacement of Unit #95, a 2007 Ford Econoline E-150 Van with 83,160 miles. This vehicle is used by the Water Division's Meter Technician. Its primary purpose is to respond to customer service calls regarding water meter problems, the installation of new and replacement meters, the wiring of remote meter reading, to turn on and off services, and general customer needs involving water meters and related services. This vehicle is used throughout the City daily responding to service calls.

There are metal shelving units inside the van that have torn away from the sides. They have been re-bolted and are now welded back together. There are extra supports that were added that now make accessing the rear of the van difficult. Visibility is also very limited while operating this vehicle. It was involved in a major rear-end collision (not the Water Division worker's fault), and it was repaired as well as possible.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #14080 OC meet all of the requirements for the Water Division vehicle. By using the State Contract, all dealers within Grand Island and the rest of the state have had the opportunity to bid on the contract. Sid Dillon Ford of Ceresco, Nebraska, submitted a bid with no exceptions in the amount of \$49,049.00. There are sufficient funds for this purchase in the Water Division's budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a 2016 Ford F250 Truck with Utility Body for the Utilities Department, Water Division, in the amount of \$49,049.00.

Sample Motion

Move to approve the purchase of a 2016 Ford F250 Truck with Utility Body for the Utilities Department, Water Division, in the amount of \$49,049.00.

RESOLUTION 2015-116

WHEREAS, the Water Division of the Utilities Department for the City of Grand Island, budgeted for a replacement vehicle (Unit #95) in the 2014/2015 fiscal year; and

WHEREAS, said vehicle, a 2015 F250 Ford with Utility Body, can be obtained from the State Contract holder; and

WHEREAS, the State Contract holder for this vehicle, Sid Dillon Ford of Ceresco, Nebraska, came in with the low bid in the amount of \$49,049.00 without exceptions; and

WHEREAS, purchasing the vehicle from the State Contract meets all statutory bidding requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the purchase of a new truck for the Water Division under State Contract #14080 OC from Sid Dillon Ford of Ceresco, Nebraska, in the amount of \$49,049.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item I-1

#2015-117 - Consideration of Request from Gas Island II, LLC dba Gas Island II, 2012 North Webb Road for a Class “D” Liquor License and Liquor Manager Designation for Doug Luth, 4390 No. 90th, Wood River, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2015-117

WHEREAS, an application was filed by Gas Island II, LLC doing business as Gas Island II, 2012 North Webb Road for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 18, 2015; such publication cost being \$16.28; and

WHEREAS, a public hearing was held on April 28, 2015 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Doug Luth, 4390 No. 9th, Wood River, NE as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item I-2

#2015-118 - Consideration of Approving Contract with PST Services, Inc., a McKesson Company for Emergency Medical Billing Services

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: April 28, 2015

Subject: Consideration of Approving Contract with PST Services, Inc., a McKesson company, for Emergency Medical Services Billing Services

Item #'s: I-2

Presenter(s): William Clingman, Interim Finance Director
Cory Schmidt, Fire Chief
Russ Blackburn, EMS Division Chief

Background

Currently the City of Grand Island Finance Department staff processes the billing of all ambulance department services. This requires staff time equivalent of 1.5 FTEs in the Finance Department.

A request for proposals (RFP) was sent out in February of this year in search of an Ambulance and Fire Department billing service provider. The City received seven responses and the selection committee invited two for in-depth demonstrations. The recommendation the selection committee is bringing forward is a contract with PST Services, Inc., a McKesson company.

Discussion

Recent changes in the healthcare industry require continued training of City staff to understand the constant changes of rules and regulations surrounding ambulance billing. A third party vendor will be able to bring efficiency as well as expertise in Emergency Management Services billing and collections of insurance submission. McKesson has the expertise that is required and the ability to keep up to date on the ever changing environment of healthcare billing and insurance submission.

The charge for the billing services that McKesson will perform for the City is for a designated percentage of net fees collected on behalf of the City of Grand Island. For the 2014 fiscal year this would have cost less than the one Accounting Clerk FTE designated to perform these duties full-time. In reviewing the McKesson proposal, we believe the

City will reduce the 1.5 FTE staff time spent on ambulance billing to less than .5 FTE of staff time spent on ambulance billing monitoring.

The new process will begin when information is sent in from our paramedics to McKesson. McKesson will then bill the appropriate insurance(s) or customer. After McKesson has tried to collect from the customer for 180 days, they will then return the account to the City of Grand Island Finance Department. The Finance Department staff will then write the amount off and pass the account on to one of our collection agencies.

The contract, including the specific fee charged, with PST Services, Inc., a McKesson company will be provided to City Council under a separate and confidential cover.

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 approves the proposed contract with PST Services, Inc.

Sample Motion

Move to approve the contract with PST Services, Inc. for emergency medical services billing services.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT BILLING**

RFP DUE DATE: March 19, 2015 at 4:00 p.m.

DEPARTMENT: Finance

PUBLICATION DATE: February 28, 2015

NO. POTENTIAL BIDDERS:

SUMMARY OF PROPOSALS RECEIVED

EMS Billing Management, LLC
Neosho, MO

Fire Recovery EMS, LLC
Arlington Heights, IL

Certified Ambulance Group, Inc.
Wethersfield, CT

EMS Billing Specialists
Walterboro, SC

LifeQuest
Wautoma, WI

McKesson
Alpharetta, GA

JB Revenue Management, LLC
Grand Island, NE

cc: Cory Schmidt, Fire Chief
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

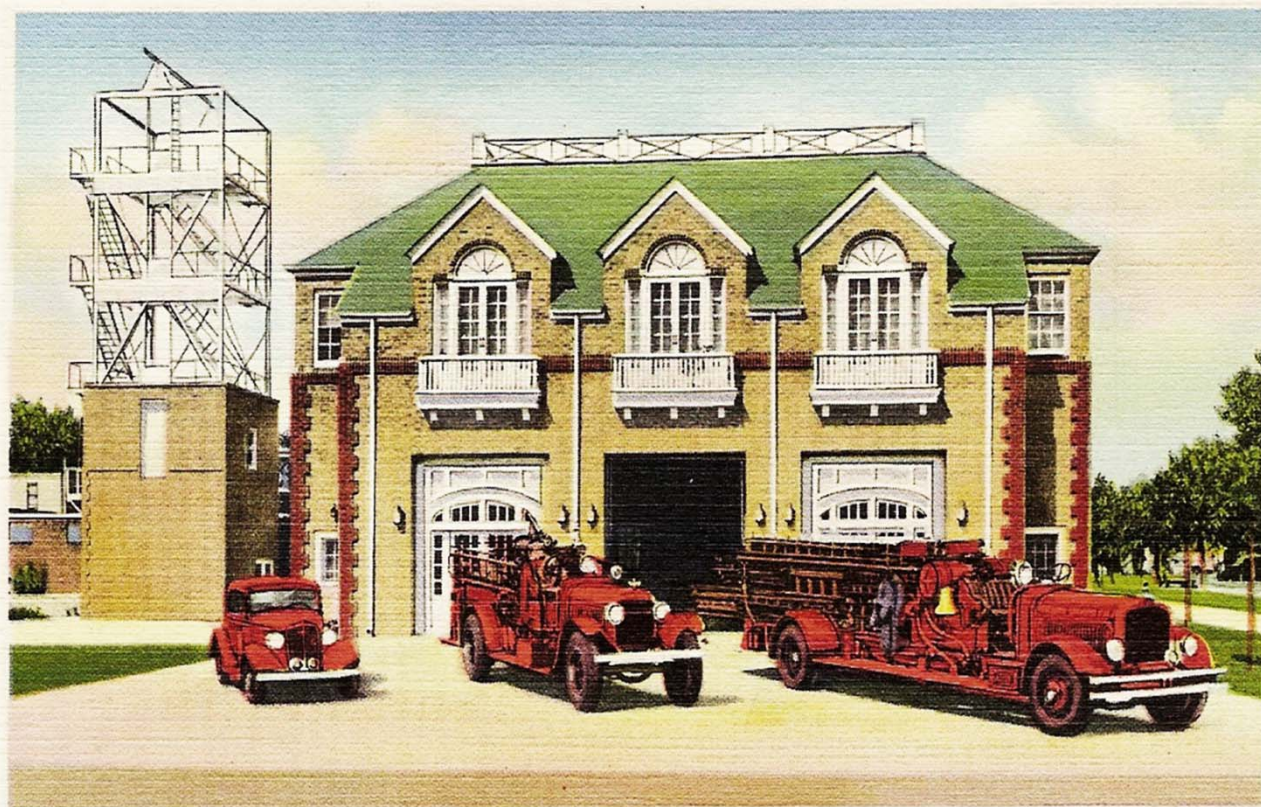
Russ Blackburn, EMS Division Chief
William Clingman, Interim Finance Director

P1806

Emergency Medical Services & Fire Department Billing

City of Grand Island, Nebraska

April 28, 2015



Grand Island Fire Department, Grand Island, Neb.

9A-H1666

McKesson At-a-Glance



- Founded in 1833
- Ranked 15th on *Fortune's* list, with \$136.7 billion in revenues
- Headquartered in San Francisco
- More than 80,000+ employees
- Total focus on health care
- Publically Traded

McKesson Business Performance Services (BPS) is backed by one of America's oldest and largest services company

What makes us qualified?

Unmatched record of
increased client
revenues

180

Fire/EMS Departments



Outstanding Customer Satisfaction

750,000 annual EMS
transports processed

\$500M in EMS claims
generated

Successful client audit
outcomes

Industry leading
customer satisfaction
scores

**99% Client
Retention**

**Gold
Standard
Compliance
Program**

McKesson Solution Overview

| Client Management | Revenue Optimization | Technology |
|--|--|---|
| <ul style="list-style-type: none"> • Single Point of Contact /Client Manager • Face to Face Meetings • PCR Documentation Training • Ongoing Documentation Feedback • Custom Reporting • Quick Response Times | <ul style="list-style-type: none"> • Proprietary Insurance mining tools • Aggressively pursue Insurance claims • Proven self pay strategy • Fee Schedule optimization • Payer payment adherence | <ul style="list-style-type: none"> • Proprietary billing system • Electronic billing & remittance advice (ERA)-Relay Health • Existing interface with Imagetrend • ImageNow Scanning • Web-based reporting McKesson Practice Focus • Per your Health.com patient portal |

Gold Standard Compliance

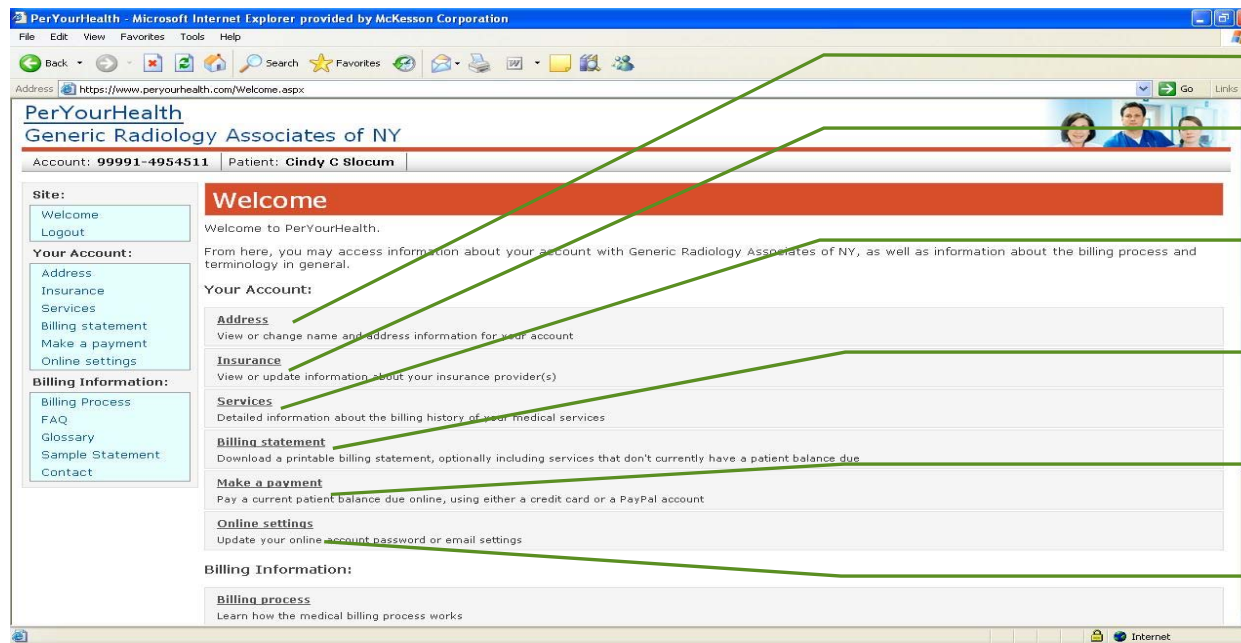
- ✓ • PCI Level 1 Compliant – Paperless credit card processing environment
- ✓ • Full-time staff of compliance experts – \$7M Annual Budget
- ✓ • Claims audited quarterly and annually – *meets or exceeds* the HHS-OIG “Model Guidance Standard for 3rd Party Billing Companies”
- ✓ • Privacy and Data Security Expertise / Rigorous Personnel Background Checks
- ✓ • Compliance and Documentation Training - including HIPAA guidance
- ✓ • Certified Professional Coders specifically trained in EMS, audited quarterly
- ✓ • Superior disaster recovery services

Experienced-based Technology

PerYourHealth

The Web-Based Patient Portal offers self service secure access to patients for:

- Validation of their demographic and insurance information
- View detailed transaction information for their EMS Transport
- Ability to download their billing statements
- Make on-line payments
- Allows patients to access information 24X7



Address
View/ Update

Insurance
View/ Add/ Update

Services
View Service History

Billing Statement
View/ Print Statement

Make Payment
Make online Payment

Online settings
Change online settings

Client Management Team



- **Single point of contact**
 - Regular Meetings
 - Department metrics and benchmarking
 - Performance monitoring
 - Denial feedback
 - Root cause resolution
- **Professional staff dedicated to your success**
 - Formal, ongoing internal training
 - Routine measurement of Client Manager performance
 - Client Surveys
 - eClient Management
- **Authoritative resource for staff**
 - Policy and regulatory changes
 - Best Practices
 - ePCR Documentation Feedback
 - PCR Documentation Training

The Right Choice for You

- Strong Customer Service Focus
- Excellent success of acquiring health insurance information from hospitals
- On-line Client and Patient access to billing accounts, with the ability to safely process credit card payments
- *WebPortal* access for monthly reports
- Unmatched emphasis on compliance

...no company providing EMS billing services can match the strength and depth of McKesson's compliance programs



Thank You For Your Time

We Appreciate The Opportunity To Earn Your Business

Let's get Started!



RESOLUTION 2015-118

WHEREAS, the City of Grand Island advertised a request for proposal for Ambulance and Fire Department Billing Services; and

WHEREAS, the City received and reviewed proposals from vendors; and

WHEREAS, PST Services, Inc. is the vendor recommended to provide ambulance and Fire Department billing services; and

WHEREAS, PST Services Inc. will charge the City of Grand Island a fee as stated in the contract which is based on net cash collected; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the contract with PST Services, Inc.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item I-3

**#2015-119 - Consideration of Approving Allocation of \$100,000
Nebraska State Fair Gift**

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Mayor Jeremy L. Jensen

Meeting: April 28, 2015

Subject: Approving Allocation of \$100,000 Nebraska State Fair Gift

Item #'s: I-3

Presenter(s): Mayor Jeremy L. Jensen

Background

At the April 14, 2015 City Council meeting, Nebraska State Fair Executive Director Joseph McDermott presented the City of Grand Island with a \$100,000 check to be used for Community Betterment.

Discussion

After much deliberation and feedback from people within the city, Mayor Jensen is recommending the \$100,000 gift dollars be distributed as follows:

- \$50,000 to the implementation phase of the Grow Grand Island initiative
- \$20,000 administered by the Grand Island Community Foundation with the purpose of the dollars being used for paying entry fees for activities such as youth sports, ban, dance, etc. for underprivileged children with the limitation of \$100 per child per year
- \$10,000 to the newly established Grand Island Livestock Complex Authority organization to assist in marketing the world class facilities at the State Fair Park
- \$10,000 to the Downtown Business Improvement District for promotion of activities and events in the downtown area
- \$10,000 to be earmarked for the initiative to redevelop the Grand Island Veterans Home site

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 allocation of \$100,000 Nebraska State Fair gift as presented above.

Sample Motion

Move to approve.

RESOLUTION 2015-119

WHEREAS, the Nebraska State Fair has generously donated \$100,000 to the City of Grand Island for Community Betterment; and

WHEREAS, it is recommended that the \$100,000 gift dollars be distributed as follows:

- \$50,000 to the implementation phase of the Grow Grand Island initiative
- \$20,000 administered by the Grand Island Community Foundation with the purpose of the dollars being used for paying entry fees for activities such as youth sports, ban, dance, etc. for underprivileged children with the limitation of \$100 per child per year
- \$10,000 to the newly established Grand Island Livestock Complex Authority organization to assist in marketing the world class facilities at the State Fair Park
- \$10,000 to the Downtown Business Improvement District for promotion of activities and events in the downtown area
- \$10,000 to be earmarked for the initiative to redevelop the Grand Island Veterans Home site.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Nebraska State Fair donation of \$100,000 be allocated as mentioned above.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| April 24, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item I-4

#2015-120 - Consideration of Approving Update to Resolution No. 2009-30; Designated Truck Routes within the City of Grand Island

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: April 28, 2015

Subject: Approving Update to Resolution No. 2009-30;
Designated Truck Routes within the City of Grand Island

Item #'s: I-4

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

Background

On February 10, 2009 City Council passed Resolution No. 2009-30, which designated the truck routes within the City of Grand Island. City Council approval is required for any changes to be made to that resolution.

The Long Range Transportation Plan that is currently underway with the Grand Island Area Metropolitan Planning Organization (GIAMPO) and will help to identify truck destinations and optimize truck routes.

Discussion

Over the years annexations have expanded city limits and new businesses have opened creating voids in the existing truck routes. The attached resolution updates truck routes to reflect these changes and present an accurate description of routes currently used by trucks. These truck routes will be used with the traffic model to further refine those routes and present a revised resolution in about a year.

Alternatives

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

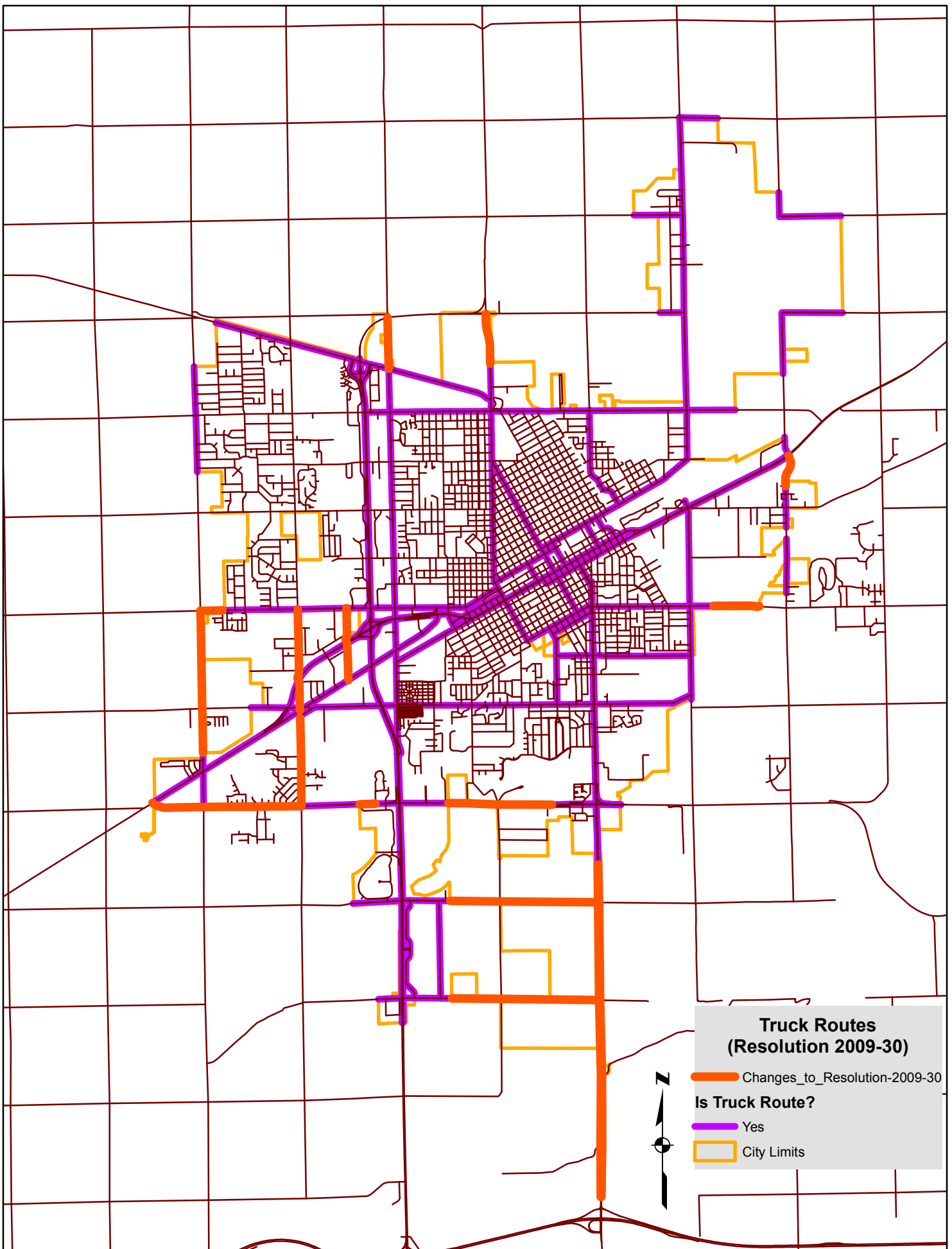
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the update to Resolution No. 2009-30 to designate truck routes within the City of Grand Island.

Sample Motion

Move to approve the resolution.



RESOLUTION 2015-120

WHEREAS, the City Council, by authority of Section 22-76 of the Grand Island City Code, may by resolution, designate truck routes upon the streets of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that truck routes within the City of Grand Island are designated as follows:

| STREET | FROM | TO |
|-----------------------------|---|--------------------------------------|
| Abbott Road | ½ mile west of Sky Park Road (west city limits) | Sky Park Road |
| Abbott Road | Quandt Road | East city limits |
| Adams Street | Stolley Park Road | Anna Street |
| Airport Road | ¼ mile west of Sky Park Road (west city limits) | Sky Park Road |
| Airport Road | Shady Bend Road | East city limits |
| Anna Street | Broadwell Avenue | Locust Street |
| Bismark Road | Locust Street | East city limits |
| Blaine Street/Custer Avenue | Second Street | Old Lincoln Highway |
| Broadwell Avenue | Anna Street | North city limits |
| Capital Avenue | US Highway 281 | East city limits |
| Eddy Street | Oklahoma Avenue | State Street |
| Elm Street | Second Street | Fourth Street |
| Engleman Road | Husker Highway | Old Potash Highway |
| Engleman Road | City limits south of Lariat Lane | City limits north of Michigan Avenue |
| Fonner Park Road | Adams Street | Stuhr Road |
| Fourth Street | Eddy Street | SkyPark Road |
| Gold Core Drive | Wildwood Drive | Schimmer Drive |
| Husker Highway | North Road | US Highway 281 |
| Juergen Road | Wildwood Drive | Schimmer Drive |
| Lincoln Avenue | Second Street | North Front Street |
| Locust Street | South city limits | Charles Street |
| Nebraska Highway 2 | ¼ mile west of Independence Avenue (west city limits) | Broadwell Avenue |
| North Road | Husker Highway | Old Potash Highway |
| Claude Road | Old Highway 30 | Old Potash Highway |
| North Front Street | Broadwell Avenue | Elm Street |
| Oak Street | South Front Street | Fourth Street |
| Oklahoma Avenue | Adams Street | Locust Street |

Approved as to Form ☐ _____
 April 24, 2015 ☐ City Attorney

| | | |
|---|---|--|
| Old Highway 30 | West intersection with US Highway 30 | Old Potash Highway / Old Lincoln Highway intersection |
| Old Lincoln Highway | Old Highway 30 / Old Potash Highway intersection | Broadwell Avenue |
| Old Potash Highway | West city limits | Old Lincoln Highway / Old Highway 30 intersection |
| Platte Valley Boulevard | US Highway 281 | Juergen Road |
| Quandt Road | Abbott Road | ¼ mile north of Abbott Road (city limits) |
| Schimmer Road | West city limits | Locust Street |
| Second Street | Webb Road | Grant Street |
| Shady Bend Road | Arabian Circle (city limits) | Bronco Road (city limits) |
| Shady Bend Road | Approx. ½ mile north of Bismark Road (city limits) | 880 feet south of Gregory Avenue (city limits) |
| Shady Bend Road | 231 feet south of Gregory Avenue (city limits) | UPRR South right-of-way (city limits) |
| Shady Bend Road | 1,910 feet north of Capital Avenue (city limits) | Airport Road |
| Sky Park Road | Seventh Street | White Cloud Road |
| St. Paul Road | Fourth Street | Capital Avenue |
| Stolley Park Road | 920 feet west of Freedom Drive (west city limits) | Stuhr Road |
| Stuhr Road | 270 feet south of the north intersection with Stolley Park Road (south city limits) | US Highway 30 |
| Sycamore Street | First Street | Fourth Street |
| Third Street | Blaine Street | Broadwell Avenue |
| US Highway 30 | West city limits | Grant Street |
| US Highway 30 (2 nd Street) | Grant Street | Greenwich Street |
| US Highway 30 (eastbound) (Greenwich Street) | Second Street | First Street |
| US Highway 30 (1 st Street and 2nd Street) | Greenwich Street | Plum Street |
| US Highway 30 | Plum Street | 270 feet west of Shady Bend Road (east city limits) |
| US Highway 34 (Husker Highway) | US Highway 281 | ¼ mile east of Locust Street (east city limits) |
| US Highway 34 / 281 | Milepost No. 228.91 (1/4 mile south of Wildwood Drive) (south city limits) | Milepost No. 231.16 (Husker Highway) |
| US Highway 281 | Milepost No. 67.6 (Husker Highway) | Milepost No. 72 (Nebraska Highway 2) (north city limits) |
| Vine Street | First Street | Third Street |
| Vine Street (South Front Street) | Third Street | Oak Street |
| Walnut Street | Charles Street | Second Street |

| | | |
|------------------|---|---|
| Webb Road | South intersection with US Highway 281 | The north intersection with US Highway 281 |
| White Cloud Road | Sky Park Road | 2,060 feet east of Sky Park Road (east city limits) |
| Wildwood Drive | 380 feet west of Elk Drive (west city limits) | Locust Street |

BE IT FURTHER RESOLVED that this resolution supersedes any and all other resolutions establishing or amending truck routes for the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 28, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of April 15, 2015 through April 28, 2015

*The Claims for the period of April 15, 2015 through April 28, 2015 for a total amount of \$4,327,630.44.
A MOTION is in order.*

Staff Contact: William Clingman