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# City of Grand Island



**Tuesday, October 27, 2015**  
**Council Session Packet**

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**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**

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**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.

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### **Invocation - Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive**

### **Pledge of Allegiance**

### **Roll Call**

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### **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.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item D-1

**#2015-BE-11 - Consideration of Determining Benefits and Levy  
Special Assessments for Water Service Box Lowering for 219 East  
Charles Street**

*Council action will take place under Ordinance item F-2.*

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** October 27, 2015

**Subject:** Consideration of Determining Benefits and Levy Special Assessments for Water Service Box Lowering for 219 East Charles Street

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

## Background

The Certificate of Final Completion for water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue was approved by City Council on September 22, 2015, via Resolution No. 2015-261. October 27, 2015 was set as the date for Council to sit as the Board of Equalization. Through informal bids Galvan Construction, Inc. of Grand Island, Nebraska was hired to lower the water service box in the public right of way. Work was completed at a price of \$750.00. All work has been completed and special assessments have been calculated for the improvements.

## Discussion

The costs for this project will be assessed to the served property. The payments are spread over five (5) years at 7% simple interest. The first payment of principle only at 1/5<sup>th</sup> of the assessment is due 10 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with the property owner and sent a reminder letter advising them that the BOE is scheduled for October 27, 2015 and the first payment will be due shortly after.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to the individual property.

## **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for water service box lowering for 219 East Charles Street.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for water service box lowering for 219 East Charles Street.

STATE OF NEBRASKA    )  
  ) ss  
COUNTY OF HALL        )

**AFFIDAVIT OF MAILING**

Nicki Stoltenberg, Assistant to the City Administrator, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on October 6, 2015, she mailed copies of the “Notice of Board of Equalization Hearing – Water Service Box Lowering from Public Right of Way at 219 East Charles Street”, which notice was first published in the Grand Island Independent on October 6, 2015, to the following named parties:

Joe P Hill  
219 E Charles Street  
Grand Island, NE 68801

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: October 6, 2015

  
\_\_\_\_\_  
Nicki Stoltenberg, Assistant to the City Administrator

Subscribed and sworn to before me this 6<sup>th</sup> date of October, 2015.



  
\_\_\_\_\_  
Notary Public

**NOTICE OF  
BOARD OF EQUALIZATION HEARING**

**Water Service Box Lowering in Public Right-of-Way for  
219 East Charles Street**

NOTICE is hereby given to all persons owning real estate at 219 East Charles Street in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on October 27, 2015 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the water service box lowering in public right-of-way therein. All owners of real estate within said water service box lowering area, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

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

RaNae Edwards, City Clerk

**Publication Dates:**

October 6, 2015

October 13, 2015

October 20, 2015

## CLASSIFIED 7B

### Legals

#### NOTICE OF BOARD OF EQUALIZATION HEARING

##### Water Service Box Lowering in Public Right-of-Way for 219 East Charles Street

NOTICE is hereby given to all persons owning real estate at 219 East Charles Street in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on October 27, 2015 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the water service box lowering in public right-of-way therein. All owners of real estate within said water service box lowering area, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

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

RaNae Edwards, City Clerk  
6-13-20

DRAFT

ORDINANCE NO. \_\_\_\_\_

An ordinance assessing and levying a special tax to pay the cost of water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Joe P Hill	North 62' of Lot 8, Block 1, Lakeview Subdivision City of Grand Island, Hall County, Nebraska	\$750.00
<b>TOTAL</b>		<b>\$750.00</b>

Approved as to Form	□ _____
October 6, 2015	□ City Attorney

DRAFT

SECTION 2. The special tax shall become delinquent as follows: One-fifth of the total amount shall become delinquent in ten days; one-fifth in one year; one-fifth in two years; one-fifth in three years; one-fifth in four years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. 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: October 27, 2015

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

RESOLUTION 2015

DRAFT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$750.00; and

Such benefits are based on water service box lowering for property served at 219 Eash Charles Street; and

According to the actual cost of fence removal from public right of way adjacent to the respective lots, tracts, and real estate within such water service box lowering area, such benefits are the sums set opposite the description as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Joe P Hill	North 62' of Lot 8, Block 1, Lakeview Subdivision City of Grand Island, Hall County, Nebraska	\$750.00
<b>TOTAL</b>		<b>\$750.00</b>

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Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
October 6, 2015        ☐ City Attorney

RESOLUTION 2015-BE-11

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$750.00; and

Such benefits are based on water service box lowering for property served at 219 East Charles Street; and

According to the actual cost of fence removal from public right of way adjacent to the respective lots, tracts, and real estate within such water service box lowering area, such benefits are the sums set opposite the description as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Joe P Hill	North 62' of Lot 8, Block 1, Lakeview Subdivision City of Grand Island, Hall County, Nebraska	\$750.00
<b>TOTAL</b>		<b>\$750.00</b>

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
October 23, 2015        ✕ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item E-1

**Public Hearing on Request from Hooker Brothers Construction Company for a Renewal of Conditional Use Permit for a Sand and Gravel Operation located at 501 Gunbarrel Road**

*Council action will take place under Request and Referrals item H-1.*

Staff Contact: Craig Lewis

# Council Agenda Memo

**From :** Craig A. Lewis, Building Department Director

**Meeting:** October 27, 2015

**Subject:** Public Hearing on Request of Hooker Bros. Sand & Gravel Inc. for a Conditional Use Permit to Allow for the Continued Operation of a Sand and Gravel Pumping Facility at 501 South Gunbarrel Road. N1/2 of the SW1/4 and NW1/4 of the SE1/4 of section 18-11-8 Merrick County.

**Presenter:** Craig Lewis, Building Department Director

## Background:

This request is for council approval to allow for the continued operation of a sand and gravel facility at the above referenced location. A conditional use permit is required as the current zoning classification. TA or transitional agriculture and AG-2 or Secondary Agricultural does not allow for this type of use as a permitted principal use. The zoning classification does list as a conditional use, commercial mines, quarries, sand and gravel pits and accessory uses. Conditional uses as listed in the zoning code must be approved by the City Council.

The original permit was granted on December 6, 2005 for a ten year period.

## Discussion:

Sand and gravel operations have been a part of Grand Island and the surrounding areas for a long time, as residential development continues to expand and the two uses become closer neighbors more conditions need to be implemented to assure a compatible existence for both uses.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon sand and gravel operations.

**1). USE:** The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials,

such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants.

**2). CLOSURE:** A drawing of the proposed development of the property after the closing of the sand and gravel operation has been provided along with the initial application.

**3). PRIMARY CONDITIONS: (a).** The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

**(b).** Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained between the pumping operations.

**(c).** Pumping and other activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturdays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Two exceptions to this condition shall be in the months of March, April, October, and November activities may operate from 6:00a.m. to 10:00p.m. to allow for winter condition. The second exception shall be that trucking of the product shall be allowed on Sundays from 7:00 a.m. to 12:00 noon to allow for contracted sales.

**(d).** Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.

**(e).** Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within any easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code.

**(f).** All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

**(g).** No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

**(h).** Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

**(i).** Applicant shall maintain any and all drainage ditches that may be located upon the real property.

**(j).** Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is complete dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

**(k).** All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

**(l).** Applicant shall begin the mining operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months

the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

### **ALTERNATIVES:**

It appears the Council has the following alternatives concerning the issue.

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

### **RECOMMENDATION:**

Approve the request if all conditions continue to be applicable as presented by City Administration and if the City Council finds that the proposed use and application continues to promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

### **SAMPLE MOTION:**

Move to approve the conditional use with the condition identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the application conforms with the purpose of the zoning regulations.

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: Sand & gravel pumping, process, storage, stockpiling, distribution and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock and similar landscaping materials
2. The owner(s) of the described property is/are: Hooker Brothers Construction Company
3. The legal description of the property is: N 1/2 of SW 1/4 & NW 1/4 of SE 1/4 Section 18, T-11-N, R-8-W, Merrick County, NE
4. The address of the property is: S. Gunbarrel Rd., Grand Island, NE
5. The zoning classification of the property is: Transitional Ag / AG-2
6. Existing improvements on the property is: None
7. The duration of the proposed use is: 25 Years
8. Plans for construction of permanent facility is: Finish pumping sand/gravel, Future lake development
9. The character of the immediate neighborhood is: Mixed Agricultural, Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Currently about 1/2 of property has been pumped. We want to continue to pump remainder of the sand & gravel and eventually develop a lake for future development

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

10/5/2015  
Date

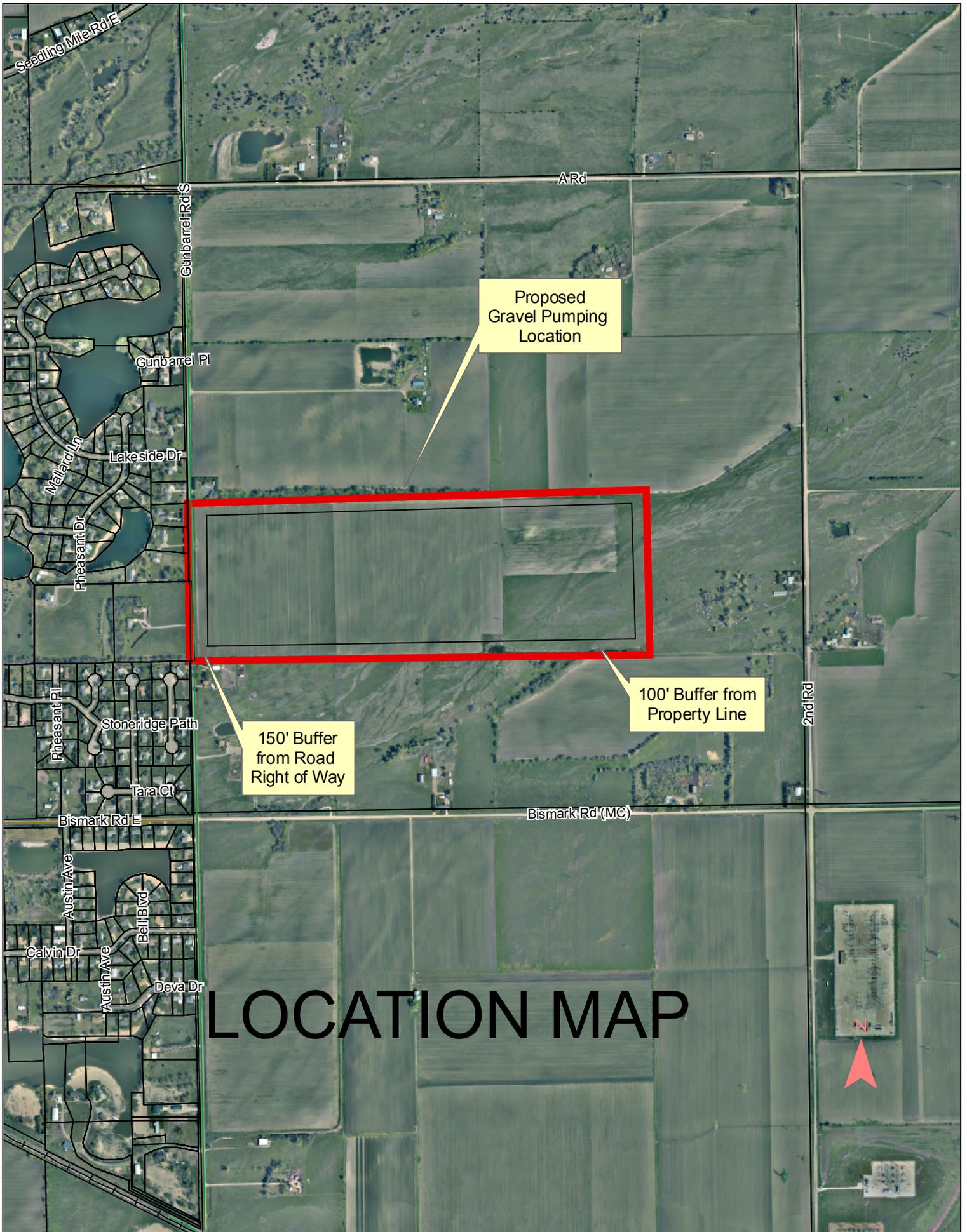
Kerry W. McGrath  
Kerry W. McGrath - President  
Owners(s)

(308) 384-2030  
Phone Number

PO Box 5288, 2510 S. North Road  
Address

Grand Island                      NE                      68802  
City                                      State                                      Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**



# LOCATION MAP



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - 3840 and 3860 S. Locust Street - Hooker Brothers**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director

**Meeting:** October 27, 2015

**Subject:** Acquisition of Utility Easement – 3840 and 3860 S. Locust Street – Hookers Bros. Sand & Gravel, Inc.

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Hooker Bros. Sand and Gravel, Inc., located through a part of the Southeast Quarter (SE ¼), Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., Hall County, Nebraska (3840 and 3860 S. Locust Street) in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## Discussion

The property used for a sand and gravel operation located at 3840 and 3860 S. Locust Street is being redeveloped for residential homes. In order to serve the area being developed by Hooker Brothers Sand and Gravel, Inc., the Utilities Department needs to acquire an easement along the north side of their property for operation, maintenance, and access of underground primary power lines, pad-mounted transformers, termination equipment, and related infrastructure.

## Alternatives

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

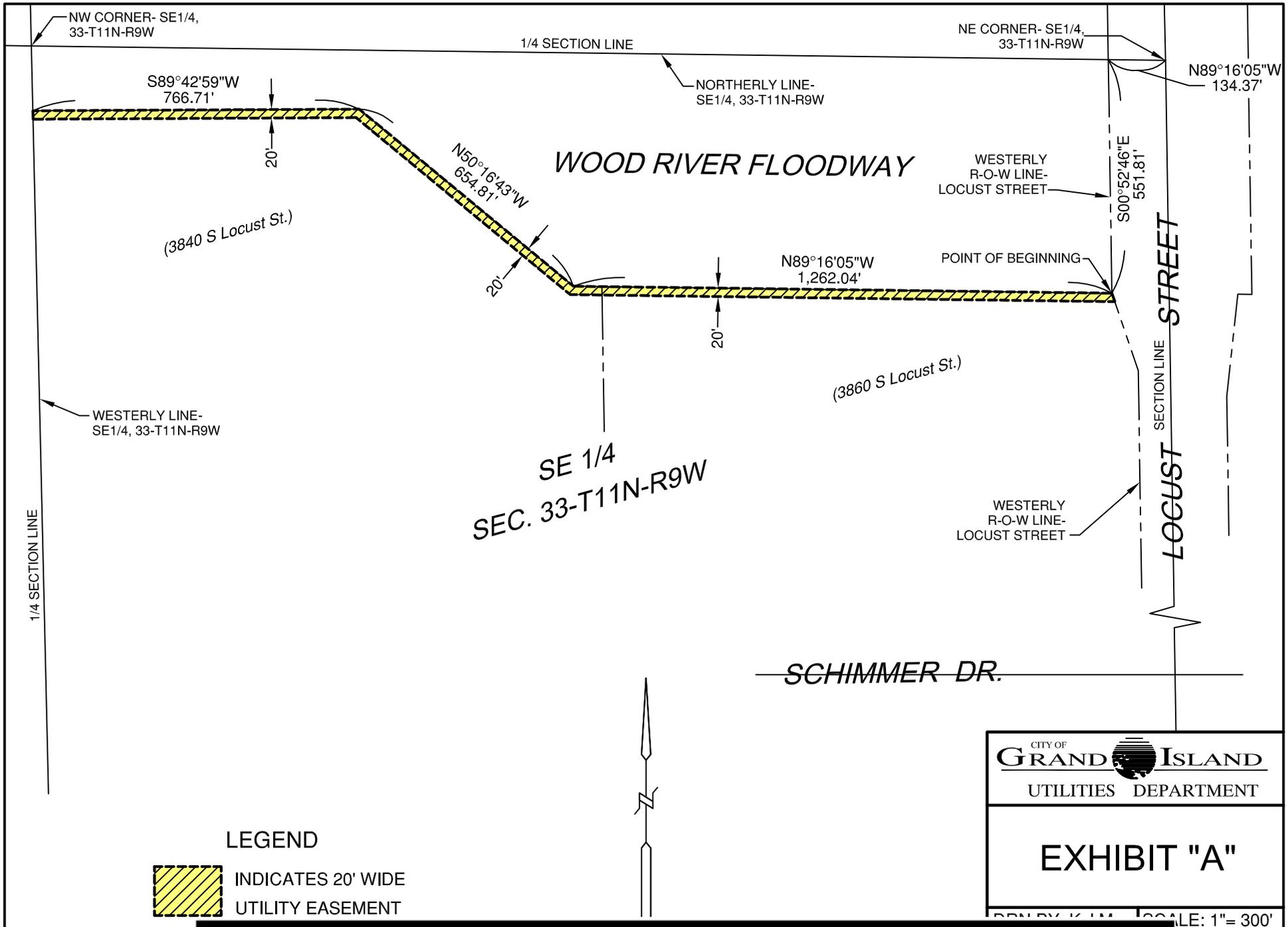
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item E-3

### **Public Hearing on Acquisition of Utility Easement - 1212 Allen Drive - JoEL Investment Group, LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director

**Meeting:** October 27, 2015

**Subject:** Acquisition of Utility Easement – Lot 22, Meadowlark West Third Subdivision – 1212 Allen Drive  
JoEL Investments Group, LLC

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of JoEL Investment Group, LLC, located through a part of Lot 22, Meadowlark West Third Subdivision, in the City of Grand Island, Hall County, Nebraska (1212 Allen Drive) in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## Discussion

The new Raising Cane's Restaurant is being constructed at the corner of 13<sup>th</sup> Street and Allen Drive. In order to serve the new business and the lot to the south, the Utilities Department needs to acquire an easement for operation, maintenance, and access of underground primary power lines, pad-mounted transformer, termination equipment, and related infrastructure.

## Alternatives

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

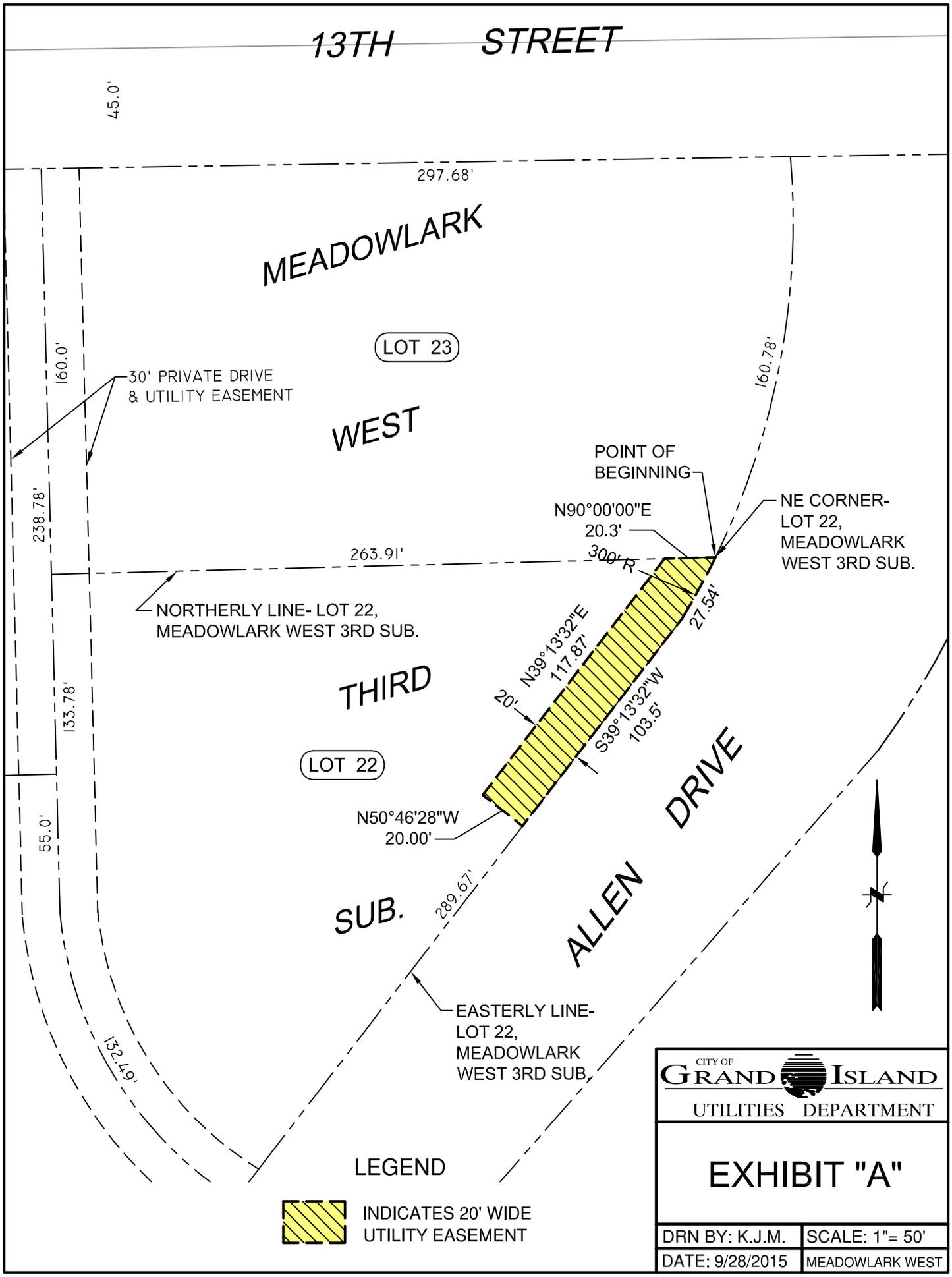
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b> UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 50'
DATE: 9/28/2015	MEADOWLARK WEST



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item E-4

### **Public Hearing on Acquisition of Utility Easement - 1230 Allen Drive - JoEL Investment Group, LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director

**Meeting:** October 27, 2015

**Subject:** Acquisition of Utility Easement – Lot 23 Meadowlark  
West Third Subdivision - 1230 Allen Drive  
JoEL Investment Group, LLC

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of JoEL Investment Group, LLC, located through a part of Lot Twenty Three (23), Meadowlark West Third Subdivision, in the City of Grand Island, Hall County, Nebraska (1230 Allen Drive), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## Discussion

The new Raising Cane's Restaurant is being constructed at the corner of 13<sup>th</sup> Street and Allen Drive. In order to serve the new business, the Utilities Department needs to acquire an easement for operation, maintenance, and access of underground primary power lines, pad-mounted transformer, termination equipment, and related infrastructure.

## Alternatives

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

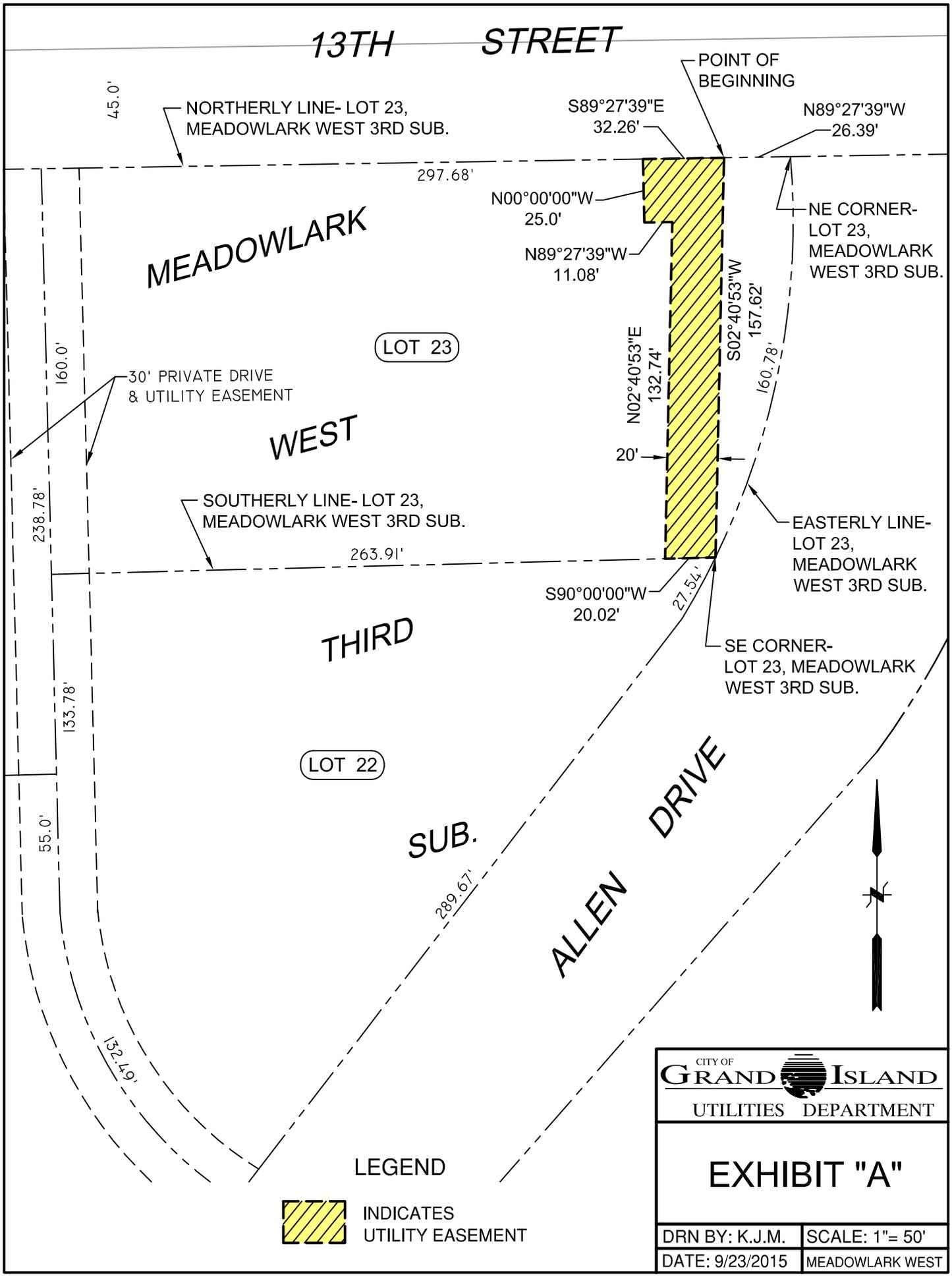
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item E-5

### **Public Hearing on Acquisition of Utility Easement - 2036 Brentwood Blvd. - Five Points Bank**

*Council action will take place under Consent Agenda item G-7.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** October 27, 2015

**Subject:** Acquisition of Utility Easement – 2036 Brentwood Blvd.  
– Five Points Bank

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Five Points Bank, located through a part of Lot Two (2) Brentwood Seventh Subdivision, located in the City of Grand Island, Hall County, Nebraska (2036 Brentwood Blvd.), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Five Points Bank is currently constructing a new building at 2036 Brentwood Boulevard for their data processing use. In order to provide the power supply to the building, the Utilities Department needs to acquire an easement relative to the property owned by Five Points Bank. The easement will be located on part of Lot Two, Brentwood Seventh Subdivision, just south of the Stolley Park Road and the Brentwood Boulevard intersection.

## **Alternatives**

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

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

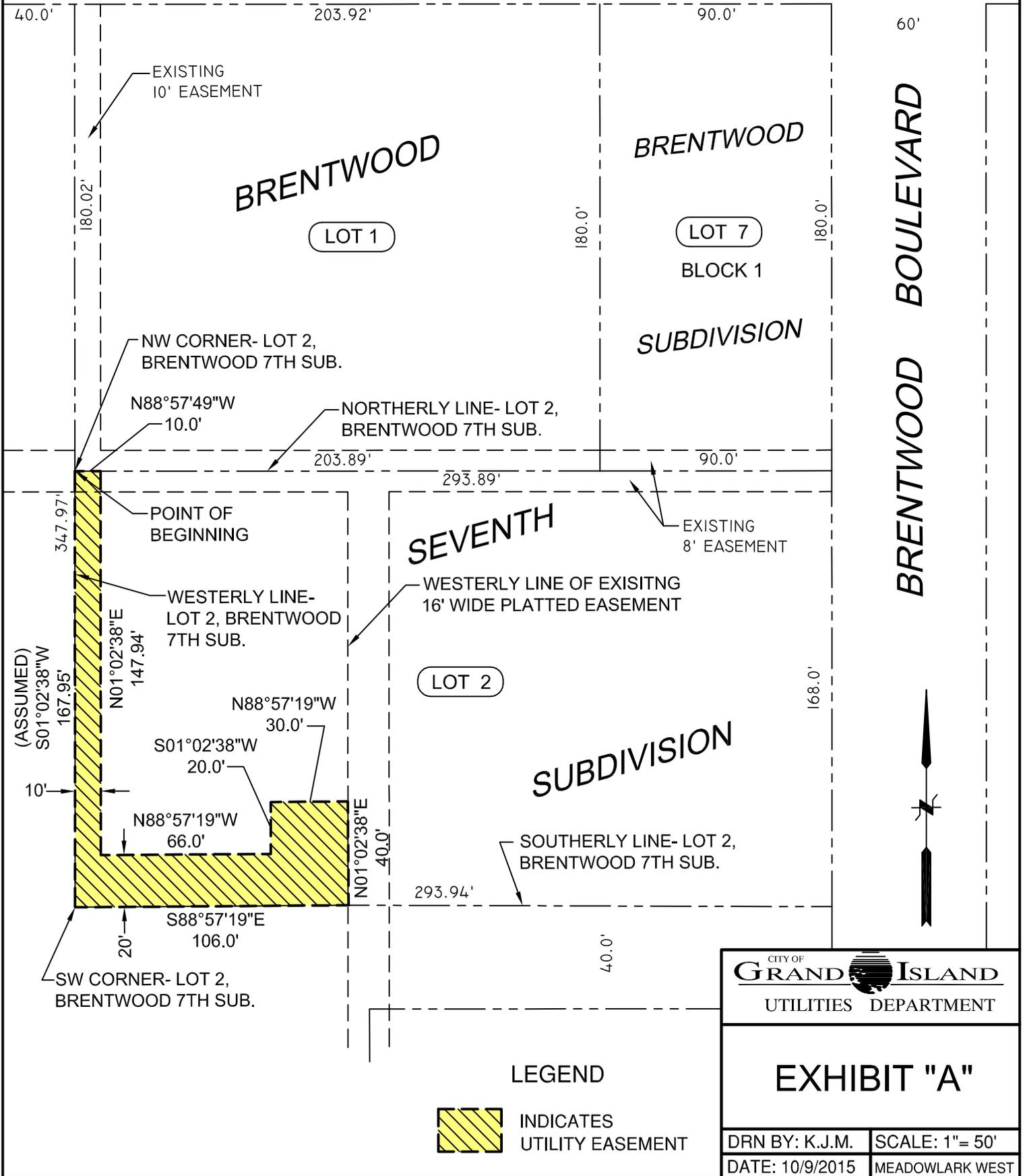
## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

# STOLLEY PARK ROAD





# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item F-1

**#9561 - Approving Final Bond for Webb Road Street Improvement District No. 1260 and Westgate Road Paving District No. 1261**

Staff Contact: William Clingman, Interim Finance Director

# Council Agenda Memo

**From:** William Clingman, Interim Finance Director

**Meeting:** October 27, 2015

**Subject:** Approving Final Bond for Webb Road Street Improvement District No. 1260 and Westgate Road Paving District No. 1261

**Presenter(s):** William Clingman, Interim Finance Director  
Blaine Spady, Smith Hayes

## Background

On May 27, 2014 Bond Anticipation Notes were approved in the amount of \$2,230,000 for the Web Road Street Improvement District No. 1260 and Westgate Road Paving District No. 1261

On August 25, 2015 the certificate of final completion for Street Improvement District No. 1260 was approved by the City Council at a total cost of \$1,611,703.25. On September 22, 2015 the special assessment related to the district was levied in the amount of \$1,513,175.50 and ordinance 9559 was approved. As of October 21, 2015 the district has a remaining balance to be paid of \$858,993.83

On July 14, 2015 the certificate of final completion for Street Improvement District No. 1261 was approved by the City Council at a total cost of \$740,772.18. On August 11, 2015 the special assessment related to the district was levied in the amount of \$628,454.25 and ordinance 9550 was approved. As of October 21, 2015 the district has a remaining balance to be paid of \$269,344.62.

## Discussion

State statutes require that the permanent financing for Street Improvement and Paving projects cannot be put in place until a certificate of substantial completion is obtained from the engineer. Now that certificates of substantial completion have been approved by the City Council permanent financing can be put in place.

Based on the payments made for District No. 1260 and 1261, intersection costs and issuance fees of the new bonds, bond financing of \$1,231,000 is needed to pay off the Bond Anticipation Notes that come due on November 15, 2015. The totals that make up

the \$1,231,000 are \$1,128,338.45 for the assessment balances that will be paid over the next 9 years, \$92,522.75 for intersection costs that were not assessed or cost the City must cover and \$10,138.80 for cost of issuance on the new bonds.

The bonds that are being issued will be issued with yearly principal and interest payments over the course of 9 years. They can also be paid off at any time should a large portion, or all, of the remaining assessment balances get paid off before the 9 years is over. The bonds will be a direct purchase by a financial institution that is still yet to be determined. The maximum allowable True Interest Cost (TIC) will be 2.75%, but our expectations are that the TIC will come in lower than this with the banks competing for the issue.

### **Alternatives**

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

1. Move to approve
2. Take no action or fail to approve the ordinance. This would require using reserve cash instead of issuing bonds.

### **Recommendation**

City Administration recommends that the Council approve the issuance of Bonds in the amount of \$1,231,000.

### **Sample Motion**

Move to approve ordinance 9561 that approves the issuance of \$1,231,000 in bonds.

**ORDINANCE NO. 9561**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2015, OF THE CITY OF GRAND ISLAND, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION TWO HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$1,231,000) TO PROVIDE FOR THE PAYMENT AT MATURITY OF THE CITY'S BOND ANTICIPATION NOTES, SERIES 2014; PRESCRIBING THE TERMS AND FORM OF SUCH BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; PROVIDING THAT THIS ORDINANCE IS A MEASURE NECESSARY TO CARRY OUT THE CONTRACTUAL OBLIGATIONS OF THE CITY; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS**

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

**Section 1.** The Mayor and Council (the **"Council"**) of the City of Grand Island, Nebraska (the **"City"**) hereby find and determine as follows:

(a) That the Council has duly created Street Improvement District Nos. 1260 and 1261 (the **"Districts"**) pursuant to Sections 16-619 to 16-623, inclusive, Reissue Revised Statutes of Nebraska, as amended, and Ordinance Nos. 9420 and 9421, and certain improvements were constructed in the Districts, all of which improvements have been completed and have been and are hereby accepted by the City; the aggregate cost of such completed improvements, as reported by the City's special engineers, and approved by the Mayor and Council, is as follows:

<u>STREET IMPROVEMENT DISTRICT NO.</u>	<u>INTERSECTIONS</u>	<u>GENERAL BENEFIT</u>	<u>SPECIAL BENEFIT</u>	<u>TOTAL</u>
1260	\$98,527.75	\$ 0.00	\$1,513,175.50	\$1,611,703.25
1261	<u>19,630.13</u>	<u>92,687.80</u>	<u>628,454.25</u>	<u>740,772.18</u>
TOTAL	<u>\$118,157.88</u>	<u>\$92,687.80</u>	<u>\$2,141,629.75</u>	<u>\$2,352,475.43</u>

The City has levied special assessments according to law on the real estate in the Districts specially benefited thereby in proportion to such benefits, which special assessments are valid liens on the real estate upon which they have been levied; after applying to the payment of the costs of such improvements all funds available for such purpose, there still remains due and payable by the City for general benefit costs, including additional expenses incurred for interest on warrants and bond anticipation notes of the City issued to provide interim financing for the construction of improvements in such general benefit improvements and legal, fiscal, financing and miscellaneous expenses, not less than \$1,231,000; all conditions, acts and things required by law to exist or to be done precedent to the issuance of Street Improvement Bonds of the City in the amount of not to exceed \$1,137,708.88 pursuant to Section 16-623, Reissue Revised Statutes of Nebraska, as amended, and Intersection Improvement Bonds of the City in the amount of not to exceed \$93,291.12 pursuant to Section 16-626, Reissue Revised Statutes of Nebraska, as amended, all for the purpose of paying the cost of the improvements and related expenses heretofore described, do exist and have been done in due form and time as required by law.

(b) That the City has issued and outstanding \$2,230,000 in principal amount of its Bond Anticipation Notes, Series 2014, dated July 3, 2014, (the “**Outstanding Notes**”) which were issued to pay costs of the improvements in the Districts and which mature and are due and payable on November 15, 2015.

**Section 2.** (a) The Mayor and Council further find and determine that all conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation various purpose bonds of the City in the principal amount of not to exceed \$1,231,000 (the “**Bonds**”) pursuant to Sections 16-623, 16-626, 18-1801 and 18-1802, Reissue Revised Statutes of Nebraska, as amended, to pay the costs of improvements in the Districts do exist and have been done as required by law. The Bonds shall consist of fully registered bonds without coupons. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a purchaser approved by the Mayor, City Administrator or Finance Director of the City (each, an “**Authorized Officer**”). In connection with such sale, an Authorized Officer is hereby authorized to execute a Designation of Final Rates and Terms (the “**Designation**”) to specify, determine, designate, establish and appoint, as the case may be (i) any fee for the purchaser of the Bonds in an amount not to exceed \$5,000, (ii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and Term Bonds, if any), and the final maturity date of the Bonds, which shall not be later than December 31, 2025, (iii) the principal amounts maturing in each year (iv) the rate or rates of interest to be borne by each principal maturity, provided that the true interest cost of the Bonds shall not exceed 2.75%, (v) the principal payment dates and Interest Payment Dates and the frequency of interest payments during each year, (vi) the amount and due date of each sinking fund requirement for any of the Bonds issued as Term Bonds, (vii) the date of original issue of the Bonds (the “**Date of Original Issue**”) and (viii) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(b) The Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof at any time, as a whole, or in part from time to time in such principal amount and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and in the event that less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot, at a redemption price of the amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

If less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Ordinance.

Notice of redemption of Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption to the registered owners at their most recent addresses appearing upon the books of registry, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the holder of any Bond, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the City with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as provided on or before the date fixed for

redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption, and shall continue to be protected by this Ordinance and entitled to the benefits and security hereof.

**Section 3.** Interest on the Bonds at the respective rates for each maturity is payable as provided in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

**Section 4.** Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

**Section 5.** The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF HALL  
CITY OF GRAND ISLAND  
GENERAL OBLIGATION VARIOUS PURPOSE BOND, SERIES 2015**

**Interest Rate**                      **Maturity Date**                      **Date of Issue**  
\_\_\_\_\_ %                              \_\_\_\_\_, 20\_\_\_\_                      \_\_\_\_\_, 2015

**REGISTERED OWNER:** \_\_\_\_\_

**PRINCIPAL AMOUNT:** \_\_\_\_\_ **DOLLARS**

The **CITY OF GRAND ISLAND, NEBRASKA** (the “**City**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_ 15, 2016 (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, the City Treasurer of the City of Grand Island, Nebraska, (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding the date on which interest on this bond is payable (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series are subject to redemption at the option of the City prior to the stated maturities thereof at any time, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds of the total principal amount of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing for the payment and redemption of \$\_\_\_\_\_ outstanding principal amount of the City's Bond Anticipation Notes, Series 2014, (the "2014 Notes"), providing permanent financing for improvements in Street Improvement District Nos. 1260 and 1261 of the City pursuant to Sections 16-623 and 16-626, R.R.S. Neb., as amended, and paying the costs of issuance of the series of bonds of which this bond is one. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. \_\_\_\_ of the City (the "Ordinance") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof as provided by the Ordinance and subject to the restrictions on transfer specified in **Section 7** of the Ordinance and only upon delivery of an Investor Letter, as described in the Ordinance. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such issue of bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the City, including this bond, does not exceed any statutory limitation imposed by law. All special assessments levied upon real estate in the City specially benefited by the improvements financed from the proceeds of the 2014 Notes are valid liens on the lots and tracts of land upon which they have been levied and shall, when collected, be set aside and constitute a sinking fund for the payment of the principal and interest on said bonds. The City agrees that it will collect said special assessments and in addition thereto, will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest on said bonds as the same becomes due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

**IN WITNESS WHEREOF**, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

**CITY OF GRAND ISLAND, NEBRASKA**

ATTEST:

By: \_\_\_\_\_ (Facsimile Signature)  
Mayor

By: \_\_\_\_\_ (Facsimile Signature)  
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

**CITY TREASURER, CITY OF GRAND  
ISLAND, NEBRASKA**, Bond Registrar and  
Paying Agent

By: \_\_\_\_\_

*[The remainder of this page intentionally left blank]*

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

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(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Section 6.** Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the purchaser thereof specified in the Designation upon receipt of (a) the full purchase price of the Bonds less any costs of issuance of the Bonds to be withheld at closing and (b) delivery to the City of an investor letter in the form of **Exhibit A** hereto.

**Section 7.** The City Treasurer of the City of Grand Island, Nebraska, is hereby appointed as Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds. The Registrar shall keep the books for the registration and transfer of Bonds at its office in Grand Island, Nebraska. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds only (i) upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar, (ii) the City shall consent to such transfer in its discretion and (iii) the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission and the registered owner has obtained from such proposed transferee and provided to the Registrar, prior to such transfer and assignment, an investor letter in substantially the form of **Exhibit A** hereto. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer Bonds for a period of 16 days next preceding any interest or principal payment date or to transfer any Bonds for a period of 30 days next preceding any date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner’s registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the

Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

**Section 8.** After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof identified in the Designation. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the initial purchaser upon receipt of the purchase price of the Bonds.

**Section 9.** The City warrants that the special assessments levied upon the real estate specifically benefited by the improvements financed or refinanced the proceeds of the Bonds and the Outstanding Notes to have been lawfully levied and are valid liens on the respective lots and tracts of land upon which they have been levied and that such assessments and the interest thereon shall, when collected, constitute a sinking fund for the payment of the principal of and interest on the Bonds. The City agrees that it will collect said special assessments and, in addition thereto, the City will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

**Section 10.** The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, one of which transcripts shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to Underwriter.

**Section 11.** (a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (2) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (3) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The City specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Federal Tax Certificate executed by the City in connection with the issuance of the Bonds. Notwithstanding anything to the contrary contained herein, the Arbitrage Instructions may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or

replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond.”

(e) The City hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the City hereby represents that:

(1) the aggregate face amount of all tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds”) which will be issued by the City (and all subordinate entities thereof) during calendar year 2015 is not reasonably expected to exceed \$10,000,000; and

(2) the City (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds”) during calendar year 2015, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

The Mayor and City Finance Director are hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (e).

(f) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Section 12 of this Ordinance or any other provision of this Ordinance, until the final maturity date of all Bonds outstanding.

**Section 12.** The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

**Section 13.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Mayor, Treasurer, Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried

out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

**Section 14.** If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

**Section 15.** All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

**Section 16.** This ordinance is hereby determined to be a measure necessary to carry out the City's contractual obligations with respect to the Outstanding Notes and shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

*[The remainder of this page intentionally left blank]*

**PASSED AND APPROVED:** October 27, 2015.

**CITY OF GRAND ISLAND, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Mayor

[SEAL]

**EXHIBIT A**  
**FORM OF INVESTOR LETTER**

\_\_\_\_\_, 2015

City of Grand Island, Nebraska  
Grand Island, Nebraska

Gilmore & Bell, P.C.  
Omaha, Nebraska

Re:     \$\_\_\_\_\_ General Obligation Various Purpose Bonds, Series 2015, dated  
          November \_\_\_, 2015

Ladies and Gentlemen:

The undersigned, \_\_\_\_\_, as purchaser (the **“Purchaser”**) of the above-referenced bonds (the **“Bonds”**) issued by the City of Grand Island, Nebraska, (the **“City”**) pursuant to and on the terms set forth in Ordinance No. \_\_\_ of the City passed by the City Council on October 27, 2015, and the Designation of Final Rates and Terms dated \_\_\_\_\_, 2015, and executed by officials of the City (together, the **“Ordinance”**), hereby represents and warrants to you that:

1. Capitalized terms used herein and not otherwise defined are used with the meanings given such terms in the Ordinance.
2. The Purchaser has duly authorized, by all necessary action, the purchase of the Bonds and the right to receive the payments of principal of and interest on the Bonds pursuant to the terms and provisions of the Ordinance (the **“Payments”**).
3. The Purchaser is a qualified institutional buyer as defined in Rule 144A under the Securities Act of 1933, as amended (the **“Securities Act”**), because the Purchaser is [Insert Basis of Qualification]. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds, the Payments, and the Ordinance. The Purchaser is able to bear the economic risks of that investment, including a complete loss of such investment.
4. The Purchaser understands that the obligations of the City to make the Payments under the Ordinance and the Bonds are payable from the sources described in the Ordinance.
5. The Purchaser acknowledges that it has either been supplied with or has been given access to information, including financial statements and other financial information, which it has asked for and the Purchaser has had the opportunity to ask questions and receive answers from appropriate officers of the City concerning the City, the Bonds, the Payments, the Ordinance and the security therefor, so that the Purchaser has been able to evaluate the risks and merits of purchasing the Bonds and make its decision to purchase the Bonds on the terms set forth in the Ordinance.
6. The Purchaser made its own inquiry and analysis with respect to the Ordinance, the Bonds, the Payments, and the security therefor, and other factors affecting the security and payment of such payments set forth in the Ordinance. The Purchaser is aware that the business of the City involves

certain economic variables and risks that could adversely affect the security for the payments to be made by the City to the Purchaser under the terms of the Ordinance and the Bonds. The Purchaser has examined the legal documents relating to the Bonds and the Ordinance, including the proposed legal opinion to be delivered by Gilmore & Bell, P.C. as to the validity of and tax status of interest on the Bonds.

7. The Purchaser understands that the Bonds (including the right to receive the Payments under the terms of the Ordinance) (a) are not being registered or otherwise qualified for sale under the securities laws and regulations of any state, (b) will not be listed on any securities exchange, (c) do not and will not carry a credit rating from any credit rating service and (d) will be delivered in a form which may not be readily marketable.

8. The Purchaser understands that the Bonds (including the right to the Payments under the terms of the Ordinance) have not been registered under the Securities Act in reliance upon certain exemptions from registration. The Purchaser represents to you that it is purchasing the Bonds for investment for its own account and not with a view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of the Bonds or any part of its interest in the Bonds. The Purchaser agrees not to sell, transfer or otherwise dispose of the Bonds or all or any part of its interest in the Bonds or the Ordinance unless the transferee executes a letter of representation in substantially the form of this letter and such sale, transfer or other disposition is in compliance with applicable securities laws and the provisions of the Ordinance.

9. The Purchaser agrees to indemnify and hold harmless the City with respect to any claim asserted against the City that is based upon the Purchaser's sale, transfer or other disposition of the Bonds or all or any part of the Purchaser's interests in the Bonds or the Ordinance in violation of the provisions hereof or of the Ordinance, other than any claim that is based upon the gross negligence or willful misconduct of the City.

10. The Purchaser has executed and delivered this letter in connection with issuance of the Bonds as an inducement to the City to cause the issuance of the Bonds and the execution and delivery thereof to the Purchaser.

Only the addressees hereof may rely upon this letter.

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item F-2

### **#9562 - Consideration of Assessments for Water Service Box Lowering for 219 East Charles Street**

*This item relates to the aforementioned Board of Equalization item D-1.*

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

ORDINANCE NO. 9562

An ordinance assessing and levying a special tax to pay the cost of water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Joe P Hill	North 62' of Lot 8, Block 1, Lakeview Subdivision City of Grand Island, Hall County, Nebraska	\$750.00
<b>TOTAL</b>		<b>\$750.00</b>

Approved as to Form    ☐ \_\_\_\_\_  
October 23, 2015       ☐ City Attorney

ORDINANCE NO. 9562 (Cont.)

SECTION 2. The special tax shall become delinquent as follows: One-fifth of the total amount shall become delinquent in ten days; one-fifth in one year; one-fifth in two years; one-fifth in three years; one-fifth in four years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. 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: October 27, 2015

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item F-3

**#9563 - Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** October 27, 2015

**Subject:** Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

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

## **Background**

It was brought to Staff's attention that Chapter 22; Section 113 of City Code wasn't updated when Ordinance No. 9087 was passed by City Council on November 14, 2006, thus leaving Ordinance No. 9204, approved on February 10, 2009 incorrect. The proposed corrections to Chapter 22; Section 113 of the City Code have been drafted for City Council consideration.

## **Discussion**

The redline document noting corrections proposed to Chapter 22; Section 113 is attached. With the noted changes such section of City Code will be accurate.

## **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 corrections to Chapter 22; Section 113 of Grand Island City Code.

## **Sample Motion**

Move to approve ordinance approving corrections to Chapter 22; Section 113 of Grand Island City Code.

ORDINANCE NO. 9563

An ordinance to amend Chapter 22 of the Grand Island City Code; to amend Section 22-113 pertaining to Snow Emergency Routes, to repeal Section 22-113 as now existing, and 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 22-113 of the Grand Island City Code is hereby amended to read as follows:

**Division 4. Regulations to Facilitate Snow Removal**

**§22-113. Snow Emergency Routes**

The City Council may, by resolution, designate snow emergency routes within the City in accordance with Section 22-113 through 22-117 of the City Code. The streets described below are hereby declared to be snow emergency routes in the City of Grand Island, Nebraska. Appropriate signs or other traffic control devices shall be installed indicating the existence of such snow emergency routes. A designation of any street, avenue, road, or highway, or portion thereof, as a snow emergency route shall in no way affect designation of that street, avenue, road or highway for any other purpose.

- Adams Street between Stolley Park Road and Anna Street;
- Anna Street between Blaine Street and ~~South~~ Locust Street;
- ~~Adams Street between Stolley Park Road and Anna Street;~~
- Bismark Road between Locust Street and 400 Feet East of Stuhr Road (City Limits)~~the east City Limits;~~
- Blaine Street between U.S. Highway 34 and Third Street;
- Broadwell Avenue between Anna Street and ¼ Mile North of Roberts Street (City Limits)~~north City Limits;~~
- Cannon Road between North Road and Viking Mansfield Road;
- Capital Avenue between Engleman Road and Shady Bend Road½ Mile East of Sky Park Road (City Limits);
- Cherry Street between Bismark Road and Sutherland Street;
- College Street between Broadwell Avenue and Webb Road;
- Custer Avenue between Third Street and Capital Avenue;
- ~~Darr Avenue between Faidley Avenue and Seventh Street;~~
- Diers Avenue between ~~the dead end south of Richmond Circle~~Old Potash Highway and Capital Avenue;

Approved as to Form	☐ _____
October 21, 2015	☐ City Attorney

ORDINANCE NO. 9563 (Cont.)

*Eddy Street* between Anna Street and State Street;  
*Eighteenth Street* between the Burlington Northern and Santa Fe Railroad and St. Paul Road;  
*Faidley Avenue* between ~~Diers Avenue and Broadwell Avenue~~ Redwood Road and North Road;  
*Faidley Avenue* between 500 Feet West of Diers Avenue and Broadwell Avenue;  
*First Street* between Greenwich and Plum Street;  
*Fonner Park Road* between Stuhr Road and 320 feet west of Sylvan Street;  
*Fourth Street* between Broadwell Avenue and Sky Park Road;  
~~*Greenwich Street* between First Street and Second Street~~;  
*Harrison Street* between Stolley Park Road and Anna Street;  
*Howard Avenue* between Faidley Avenue and Tenth Street;  
*Husker Highway* between U.S. Highway 30 and ~~U.S. Highway 281~~ ¼ Mile East of North Road;  
*Husker Highway* between Prairieview Street and U.S. Highway 281;  
*Independence Avenue* between Manchester Road and Highway No. 2;  
*Koenig Street* between Blaine Street and ~~Vine~~ Plum Street;  
*Lafayette Avenue* between State Street and Capital Avenue;  
*Locust Street* between Wood River Floodway (City Limits) and First Street;  
~~*Lincoln Street* between Anna Street and 13th Street/Broadwell Avenue~~;  
*Manchester Road* between Viking Road and ~~Engleman~~ Mansfield Road;  
*Mansfield Road* between Thirteenth Street and Manchester Road;  
*Nebraska Highway 2* between 1200 Feet West of Diers Avenue and U.S. Highway 281;  
~~*New U.S. Highway No. 30* between the West City Limits and Second Street~~;  
*North Front Street* between Webb Road and Broadwell Avenue;  
*North Road* between ~~the~~ Husker Highway and Stolley Park Road ~~Highway No. 2~~;  
*North Road* between Old Highway 30 and ¾ Mile North of Old Potash Highway;  
*North Road* between Thirteenth Street and Nebraska Highway No. 2;  
*Old Lincoln Highway* between Custer Avenue and Broadwell Avenue;  
*Old Nebraska Highway No. 2* between ~~North~~ Broadwell and ~~U.S. Highway No.~~ 281;  
*Old Potash Hwy* between 540 Feet West of Arapahoe Avenue ~~West City Limits~~ and Custer Avenue;  
*Old U.S. Highway 30* between West Intersection with U.S. Highway 30 and East Intersection with ~~the west City Limits and New U.S. Highway 30~~ Overpass;  
*Pine Street* between Court Street and South Front Street ~~the Union Pacific Railroad and First Street~~;  
*Pioneer Boulevard* between Blaine Street and Stolley Park Road;  
*Pleasant View Drive* between Bismark Road and Fonner Park Road;  
*Plum Street* between Sutherland Street and Second Street;  
*Riverside Drive* between Stagecoach Road and Stolley Park Road;  
*St. Paul Road* between Fourth Street and Capital Avenue;  
*Schimmer Drive* between ½ Mile West of U.S. Highway 281 (City Limits) and 230 Feet East of Scheel Road (City Limits);  
~~*Second Street* between Garfield Street and Plum Street~~;  
*Second Street* between Webb Road and Garfield Street;

ORDINANCE NO. 9563 (Cont.)

~~Seedling Mile Access Road between Seedling Mile Road and U.S. Highway 30  
Stuhr Road and the east City Limits;~~  
~~Seedling Mile Road between ¼ Mile West of Museum Drive and ¼ Mile East of Shady Bend Road (City Limits);~~  
~~Seventeenth Street between Walnut Street/State Street Intersection ~~Sycamore Street~~ and the Burlington Northern and Santa Fe Railroad;~~  
~~Shady Bend Road between 231 Feet South of Gregory Avenue (City Limits) and Union Pacific Railroad Right-of-Way (City Limits) ~~the south city limits and Airport Road;~~~~  
~~Shady Bend Road between 1910 Feet North of Capital Avenue and Airport Road;~~  
~~Sky Park Road between Fourth Street and White Cloud Road;~~  
~~South Front Street between Vine Street and Walnut Street;~~  
~~South Locust Street between Walnut Street and south City Limits;~~  
~~Stagecoach Road between Blaine Street and Locust Street;~~  
~~State Street between Seventeenth ~~17th~~ Street/Walnut Street Intersection and North Road;~~  
~~Stoeger Drive between Seventh Street and Baumann Drive;~~  
~~Stolley Park Road between 920 Feet West of Freedom Drive and Stuhr Road; ~~the west and east City Limits;~~~~  
~~Stuhr Road between North Intersection With Stolley Park Road ~~Fonner Park Road~~ and U.S. Highway 30;~~  
~~Sutherland Street between Cherry Street and Plum Street;~~  
~~Swift Road between Stuhr Road and ¾ Mile East of Stuhr Road;~~  
~~Sycamore Street between Court ~~First~~ Street and Capital Avenue;~~  
~~Tenth Street between Broadwell Avenue and St. Paul Road;~~  
~~Third Street between Blaine Street and Vine ~~Walnut~~ Street;~~  
~~Thirteenth Street between 910 Feet West of Branding Iron Lane and Wheeler Avenue;~~  
~~U.S. Highway 30 between Husker Highway and Grant Street ~~Plum Street and the east City Limits;~~~~  
~~U.S. Highway 30 (Second Street) between Grant Street and Greenwich Street;~~  
~~U.S. Highway 30 (Eastbound)/Greenwich Street between First Street and Second Street;~~  
~~U.S. Highway 30 (First Street/Second Street) between Greenwich Street and Plum Street;~~  
~~U.S. Highway 30 between Plum Street and 270 Feet West of Shady Bend Road (City Limits);~~  
~~U.S. Highway 34 (Husker Highway) between U.S. Highway 281 and Wortman Drive ~~the west and east City Limits;~~~~  
~~U.S. Highway 34 (Husker Highway) between Karen Road and ¼ Mile East of Locust Street (City Limits);~~  
~~U.S. Highway 281 between ¼ Mile South of Wildwood Drive and Nebraska Highway 2 ~~the north and south City Limits;~~~~  
~~Vine Street between Fonner Park Road and South Front Street;~~  
~~Walnut Street between Locust Street/Charles Street Intersection and ~~Fourth Street and South Locust Street;~~~~

ORDINANCE NO. 9563 (Cont.)

*Webb Road* between South Intersection with U.S. Highway 281 south and North Intersection with U.S. Highway 281 City Limits;  
*Wheeler Street* between Fourth Street and Capital Avenue;  
*Wildwood Road* between 380 Feet West of Elk Drive (City Limits) and 610 Feet East of Gold Core Drive (City Limits);  
~~*13th Street* between Engleman Road and Eddy Street;~~  
~~*17th Street* between Walnut Street and Sycamore Street.~~

Amended by Ordinance No. 8780, effective 11-27-2002  
Amended by Ordinance No. 9087, effective 11-08-2006  
Amended by Ordinance No. 9204, effective 02-25-2009

SECTION 2. Section 22-113 as now existing, and any ordinances 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: October 27, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-1

### Approving Minutes of October 13, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
October 13, 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 October 13, 2015. Notice of the meeting was given in *The Grand Island Independent* on October 7, 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, 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 member Jackson Richling and board member Ryan Kaufman.

INVOCATION was given by Pastor Todd Bowen, Grace Covenant Church, 418 West 12<sup>th</sup> Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation “International Alpha Delta Kappa Month” October 2015. Mayor Jensen proclaimed the month of October 2015 as “International Alpha Delta Kappa Month”. Joan Black and Mary Ann Gerdes were present to receive the proclamation.

BOARD OF EQUALIZATION: Motion by Donaldson, second by Fitzke to adjourn to the Board of Equalization. Motion adopted.

#2015-BE-10 - Consideration of Determining Benefits for Water Main District 466T - Airport Road. Utilities Director Tim Luchsinger reported that Water Main District 466T installed a 16” diameter main along Airport Road from 1/4 mile east of Highway 281 to Sky Park Road. The total cost of installing the water main was \$1,045,868.05. Staff recommended approval of the connection fee.

Motion by Donaldson, second by Paulick to approve Resolution #2015-BE-10. Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement located at 2710 N. North Road (Northwest High School). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2710 N. North Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Northwest High School would be building an addition to the south side of the school. This project would require relocation of existing underground electrical conduits and primary power cables. In order for the Utilities Department to re-route the power supply to accommodate their project, a new easement needed to be acquired for operation, maintenance, and access of the electric infrastructure. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Property at 1203 West 4th Street (Donald Enck, Jr. & Ronna Taylor). Utilities Director Tim Luchsinger reported that acquisition of property located at 1203 West 4<sup>th</sup> Street was needed in order to provide adequate off-street employee parking for the Utilities Line Division. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA Area 7 located at the Southwest Corner of the Intersection of Schimmer Road and Blaine Street (Hatchery Holdings, LLC). Regional Planning Director Chad Naby reported that Hatchery Holdings LLC as the proposed developer had submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, utility extensions, grading and site preparation, planning activities and the subsequent construction of a 60,000 square foot commercial chicken hatchery on 20 acres located at the southwest corner of the intersection of Blaine Street and Schimmer Drive. If this project was completed as proposed it would create enough jobs to meet the job creation goals of the Community Development Block Grant (CDBG) that was awarded to the City to pave Blaine Street and install perimeter infrastructure around the Platte Valley East Industrial Park site. That grant was for \$935,000 and was subject to repayment by the city if the job creation goals were not met. The job creation goals need to be met by March of 2017. Staff recommended approval. Peter Mumm, 5953 Fraser Court, Falls Creek, WI and Dave Taylor, President of GIAEDC spoke in support. No further 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:

#9560 - Consideration of Proposed Changes to Salary Ordinance

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

Human Resources Director Aaron Schmid reported that two changes to the salary ordinance were needed. The first item was to rename the Stormwater Technician position to Stormwater Program Manager to more accurately reflect the position. The second item was to change how shift differential premium pay was determined for Senior Public Safety Dispatchers and Public Safety Dispatchers.

Motion by Steele, second by Stelk to approve Ordinance #9560.

City Clerk: Ordinance #9560 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 #9560 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 #9560 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of September 22, 2015 City Council Regular Meeting.

Approving Minutes of October 6, 2015 City Council Study Session.

#2015-271 - Approving Final Plat and Subdivision Agreement for Concept Third Subdivision. It was noted that MTR Services, Inc., owner, had submitted the Final Plat and Subdivision Agreement for Concept Third Subdivision for the purpose of creating 3 lots located south of 4<sup>th</sup> Street and east of Taft Avenue consisting of 12.5469 acres.

#2015-272 - Approving Acquisition of Utility Easement located at 2710 N. North Road (Northwest High School).

#2015-273 - Approving First Amendment to the License Agreement with Unite Private Network.

#2015-274 - Approving Acquisition of Property at 1203 West 4th Street (Donald Enck, Jr. & Ronna Taylor) in an Amount of \$21,000.00.

#2015-275 - Approving Change Order No. 1 for Handicap Ramp Project No. 2015-HC-1 with The Diamond Engineering Co. of Grand Island, NE for an Extension from September 30, 2015 to October 30, 2015.

#2015-276 - Approving Bid Award for Snow Removal Services 2015/2016 for the Streets Division of the Public Works Department with The Diamond Engineering Co. of Grand Island,

NE for the following Amounts: Trucks for Hauling Snow - \$185.00 per hour; Front End Loaders - \$220.00 per hour; and Motor Graders - \$240.00 per hour.

#2015-277 - Approving Change Order No. 1 for the 2015 Asphalt Resurfacing Project No. 2015-AC-1 with J.I.L. Asphalt Paving Co. of Grand Island, NE for an Extension from October 15, 2015 to November 15, 2015.

#2015-278 - Approving Contract for Concession Stand Operations for Softball/Baseball Fields Veterans Athletic Field Complex with Rathjen & Son Enterprises, Inc., dba The Snow of Grand Island, NE.

#2015-279 - Approving Purchase of Six (6) New 36" Cut Mowers for the Cemetery Division from Heck, Inc. of Peabody, Kansas in the amount of \$36,000.00.

#2015-280 - Approving Purchase of Quint Fire Truck & Associated Equipment from Smeal Fire Apparatus of Snyder, NE in an Amount of \$750,000.00.

#2015-281 - Approving Assessments for Water Main District 466T - Airport Road.

RESOLUTIONS:

#2015-282 - Consideration of Approving Amendment to the Redevelopment Plan for CRA Area 7 located at the Southwest Corner of the Intersection of Schimmer Road and Blaine Street (Hatchery Holdings, LLC). This item was related to the aforementioned Public Hearing. Peter Mumm explained the process of the chicken hatchery. Mr. Naby explained the Tax Increment Financing for this project. City Administrator Marlan Ferguson commented on the CDBG loan.

Motion by Stelk, second by Paulcik to approve Resolution #2015-282. Upon roll call vote, all voted aye. Motion adopted.

#2015-283 - Consideration of Approving Long Term Disability Contract Renewal. Human Resources Director Aaron Schmid reported that the City provides Long Term Disability coverage to employees as agreed to through labor agreements or as approved in the Personnel Rules. Cigna Group Insurance had provided this coverage since 2010 and had offered a two year contract extension at the negotiated price of \$0.20 cents per \$100 of covered payroll. Staff recommended approval.

Discussion was held concerning the loss ratio trend. Mr. Schmid stated the number of claims was low but the costs were high. He also commented on the wellness program and safety programs offered by the City.

Motion by Nickerson, second by Hahnke to approve Resolution #2015-283. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Nickerson to approve the Claims for the period of September 23, 2015 through October 13, 2015, for a total amount of \$6,418,934.82. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:53 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-2

### **Approving Appointments of Derek Apfel and John Hoggatt to the Regional Planning Commission**

*Mayor Jensen has submitted the appointments of Derek Apfel and John Hoggatt to the Regional Planning Commission to replace Julie Connelly and Karen Bredthauer whose terms expire October 31, 2015. The appointments would become effective November 1, 2015 upon approval by the City Council and would expire on October 31, 2018.*

Staff Contact: Mayor Jeremy Jensen



# **City of Grand Island**

**Tuesday, October 27, 2015**

**Council Session**

## **Item G-3**

**Approving Request from Aloha' Investments, LLC dba  
Afternooners, 3773 Sky Park Road for a Reconstruction to their  
Class "C-95177" Liquor License**

**Staff Contact: RaNae Edwards**

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** October 27, 2015

**Subject:** Public Hearing on Request from Aloha' Investments, LLC dba Afternooners, 3773 Sky Park Road for a Reconstruction to their Class "C-95177" Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## Background

Aloha' Investments, LLC dba Afternooners, 3773 Sky Park Road has submitted an application for a reconstruction to their Class "C-95177" Liquor License. Currently Afternooners has a liquor license at the airport and would like to move that license to the new airport terminal after construction has been completed.

## Discussion

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

## Alternatives

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

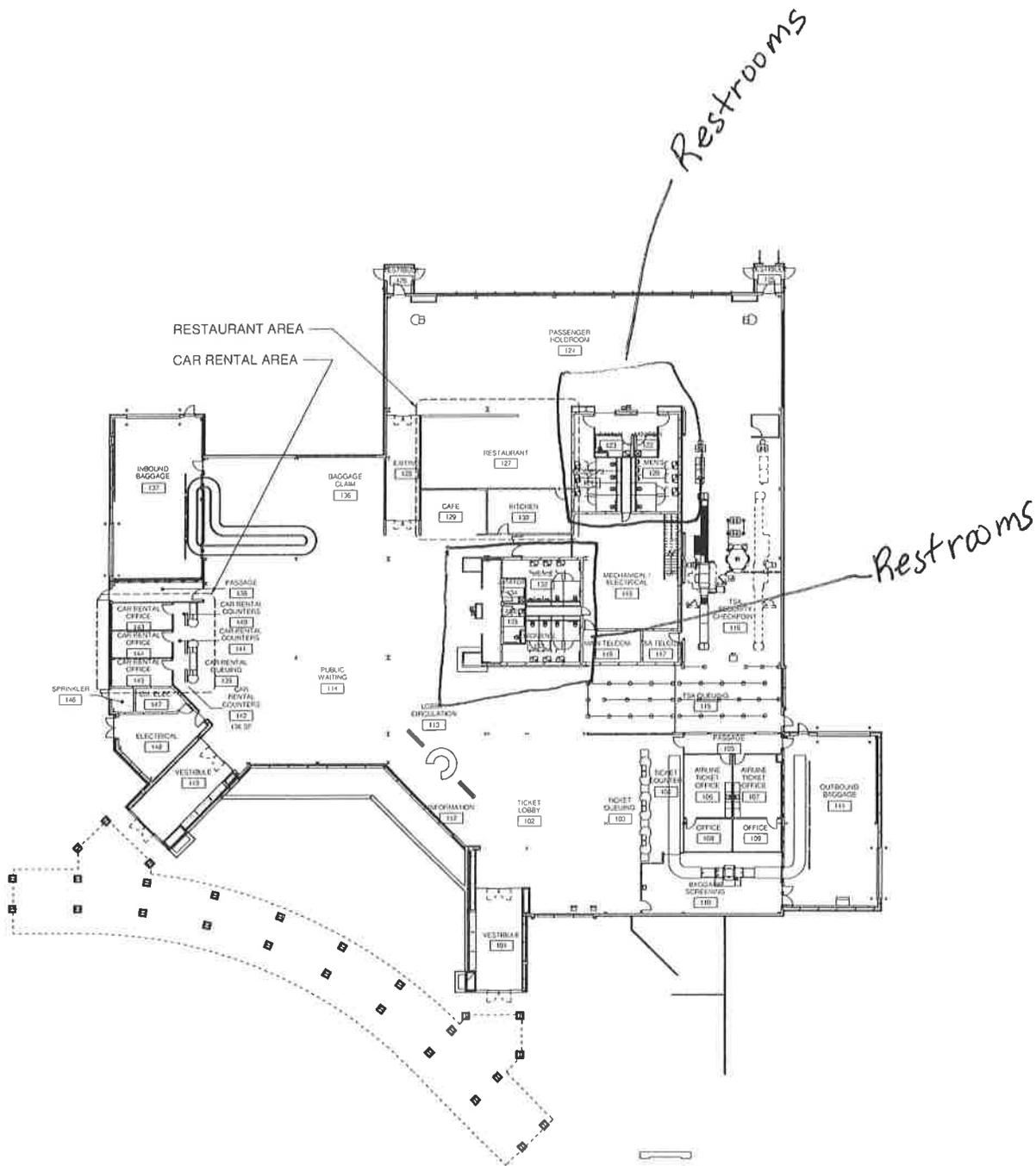
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

## **Recommendation**

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

## **Sample Motion**

Move to approve the reconstruction application as requested by Aloha' Investments, LLC dba Afternooners, 3773 Sky Park Road for their Class "C-95177" Liquor License contingent upon final inspections.





# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-4

**#2015-284 - Approving Acquisition of Utility Easement - 3840 and 3860 S. Locust Street - Hooker Brothers**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2015-284

WHEREAS, a public utility easement is required by the City of Grand Island from Hooker Bros. Sand & Gravel, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 27, 2015 for the purpose of discussing the proposed acquisition of a 20 ft. utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter (SE1/4), Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., Hall County, Nebraska; thence on an assumed bearing of N89°16'05"W, along the northerly line of said Southeast Quarter (SE1/4), a distance of one hundred thirty four and thirty seven hundredths (134.37) feet to a point on the westerly right-of-way line of Locust Street; thence S00°52'46"E, along the westerly right-of-way line of said Locust Street, a distance of five hundred fifty one and eighty one hundredths (551.81) feet to the ACTUAL Point of Beginning; thence N89°16'05"W, parallel with the northerly line of the said Southeast Quarter (SE1/4), a distance of one thousand two hundred sixty two and four hundredths (1,262.04) feet; thence N50°16'43"W, a distance of six hundred fifty four and eighty one hundredths (654.81) feet; thence S89°42'59"W, a distance of seven hundred sixty six and seventy one hundredths (766.71) feet to a point on the westerly line of said Southeast Quarter (SE1/4), being the point of termination. The side lines of the above described easement and right-of-way tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing 1.23 acres more or less, as shown on the plat dated 9/28/2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

Approved as to Form	☐ _____
October 23, 2015	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska October 27, 2015.

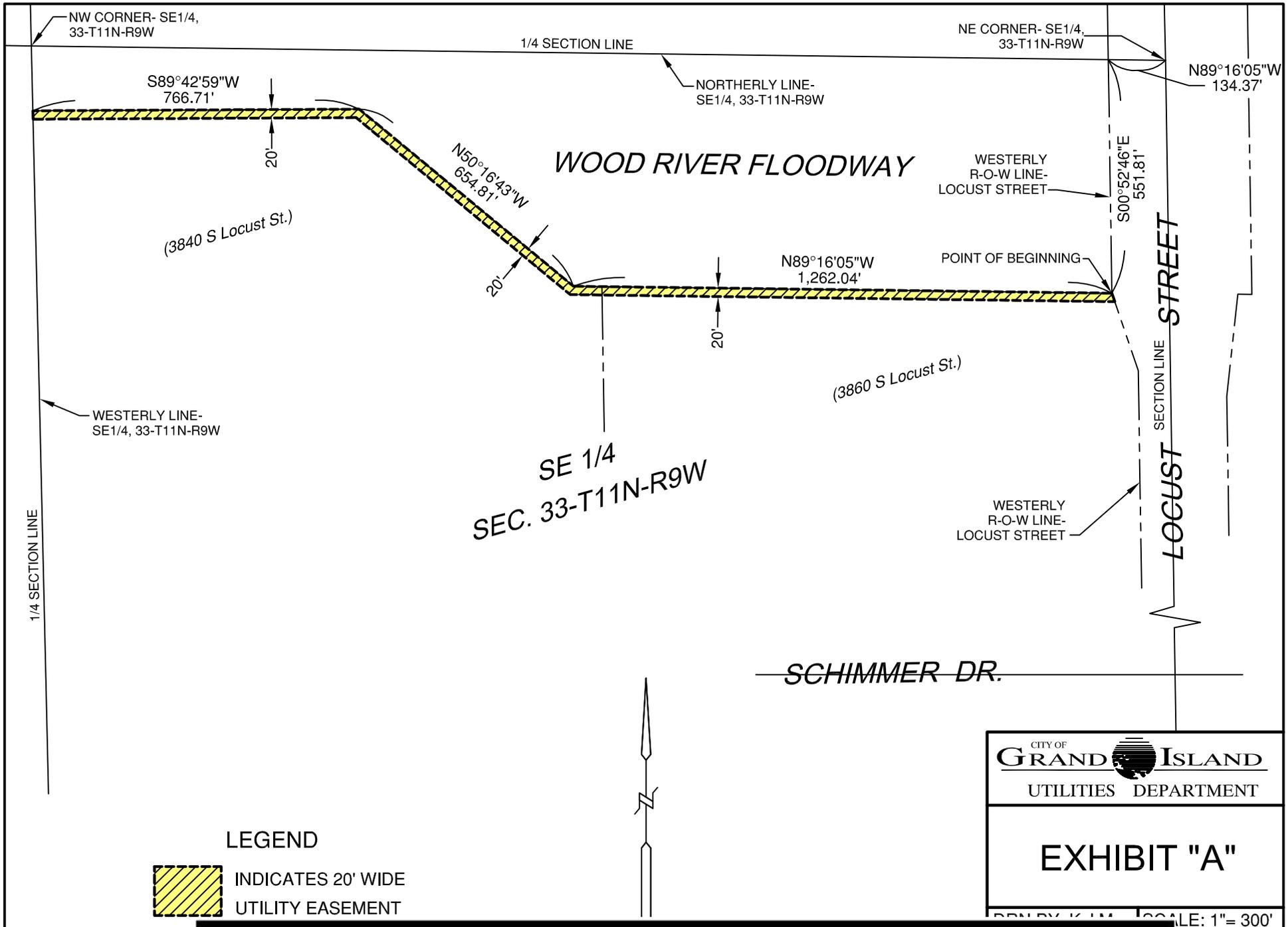
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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-5

**#2015-285 - Approving Acquisition of Utility Easement - 1212 Allen Drive - JoEL Investment Group, LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2015-285

WHEREAS, a public utility easement is required by the City of Grand Island from JoEL Investment Group, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 27, 2015 for the purpose of discussing the proposed acquisition of a 20 ft. utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at the northeast corner of Lot Twenty Two (22), Meadowlark West Third Subdivision, Grand Island, Hall County, Nebraska; thence southerly along the easterly line of said Lot Twenty Two (22), on a curve to the right (chord bearing N89°27'39"W, radius being 300 feet), an arc distance of twenty seven and fifty four hundredths (27.54) feet; thence continuing southerly along the easterly line of said Lot Twenty Two (22) on a bearing of S39°13'32"W, a distance of one hundred three and five tenths (103.5) feet; thence N50°46'28"W a distance of twenty (20.0) feet; thence N39°13'32"E a distance of one hundred seventeen and eighty seven hundredths (117.87) feet to a point on the northerly line of said Lot Twenty Two (22); thence N90°00'00"E, along the northerly line of said Lot Twenty Two (22), a distance of twenty and three tenths (20.3) feet to the Northeast corner of said Lot Twenty Two (22), being the said Point of Beginning.

The above-described easement and right-of-way containing 0.06 acres more or less, as shown on the plat dated 9/28/2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

Approved as to Form	☐ _____
October 23, 2015	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska October 27, 2015.

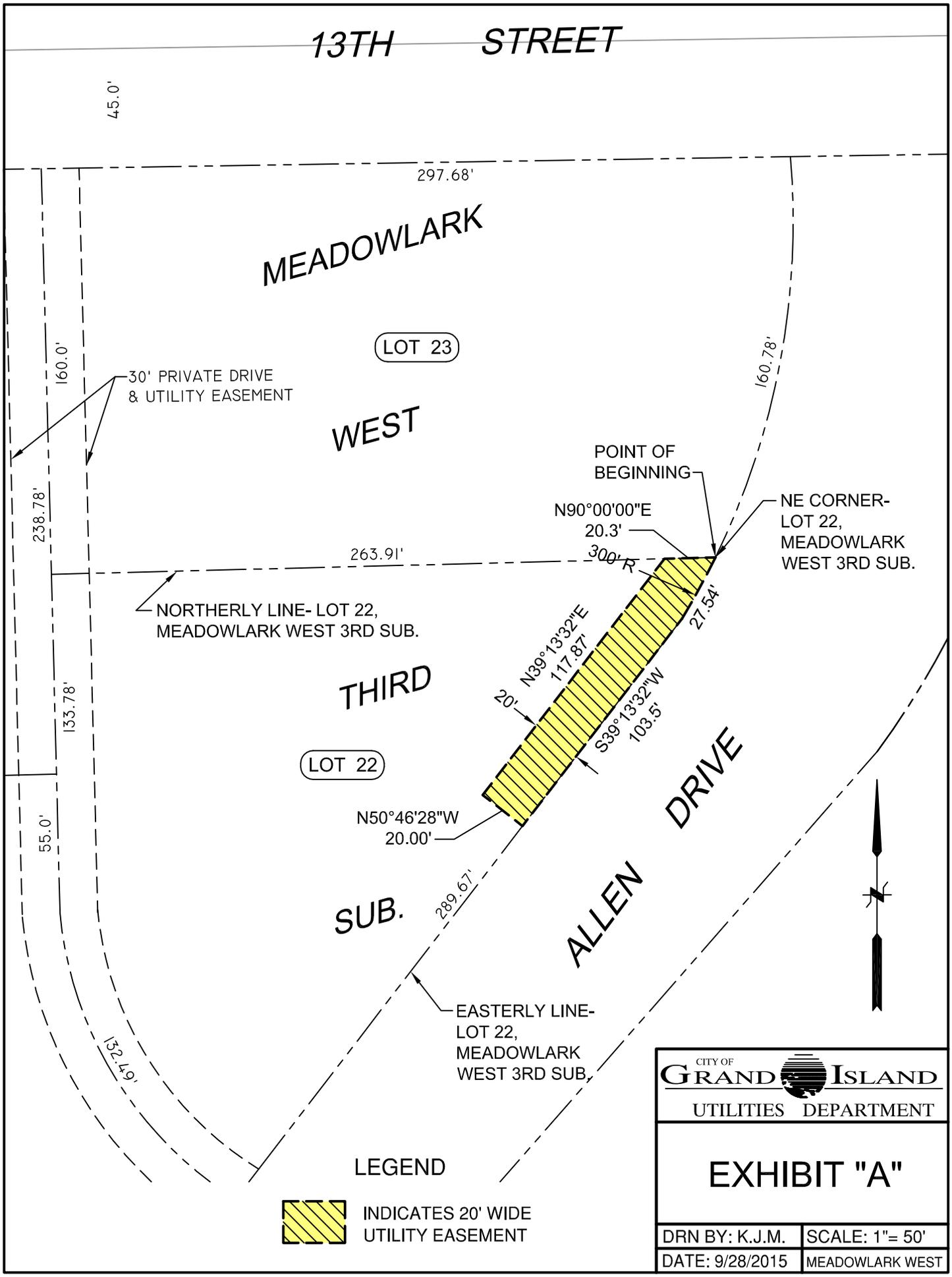
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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b> UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 50'
DATE: 9/28/2015	MEADOWLARK WEST



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-6

**#2015-286 - Approving Acquisition of Utility Easement - 1230 Allen Drive - JoEL Investment Group, LLC**

*This item relates to the aforementioned Public Hearing item E-4.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2015-286

WHEREAS, a public utility easement is required by the City of Grand Island from JoEL Investment Group, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 27, 2015 for the purpose of discussing the proposed acquisition of a 20 ft. utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of Lot Twenty Three (23), Meadowlark West Third Subdivision, Grand Island, Hall County, Nebraska; thence N89°27'39"W, along the northerly line of said Lot Twenty Three (23), a distance of twenty six and thirty nine hundredths (26.39) feet to the ACTUAL Point of Beginning; thence S02°40'53"W a distance of one hundred fifty seven and sixty two hundredths (157.62) feet to the southeast corner of said Lot Twenty Three (23); thence S90°00'00"W, along the southerly line of said Lot Twenty Three (23), a distance of twenty and two hundredths (20.02) feet; thence N02°40'53"E a distance of one hundred thirty two and seventy four hundredths (132.74) feet; thence N89°27'39"W a distance of eleven and eight hundredths (11.08) feet; thence N00°00'00"W a distance of twenty five (25.0) feet to a point on the northerly line of said Lot Twenty Three (23); thence S89°27'39"E, along the northerly line of said Lot Twenty Three (23), a distance of thirty two and twenty six hundredths (32.26) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.08 acres more or less, as shown on the plat dated 9/23/2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

Approved as to Form	☐ _____
October 23, 2015	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska October 27, 2015.

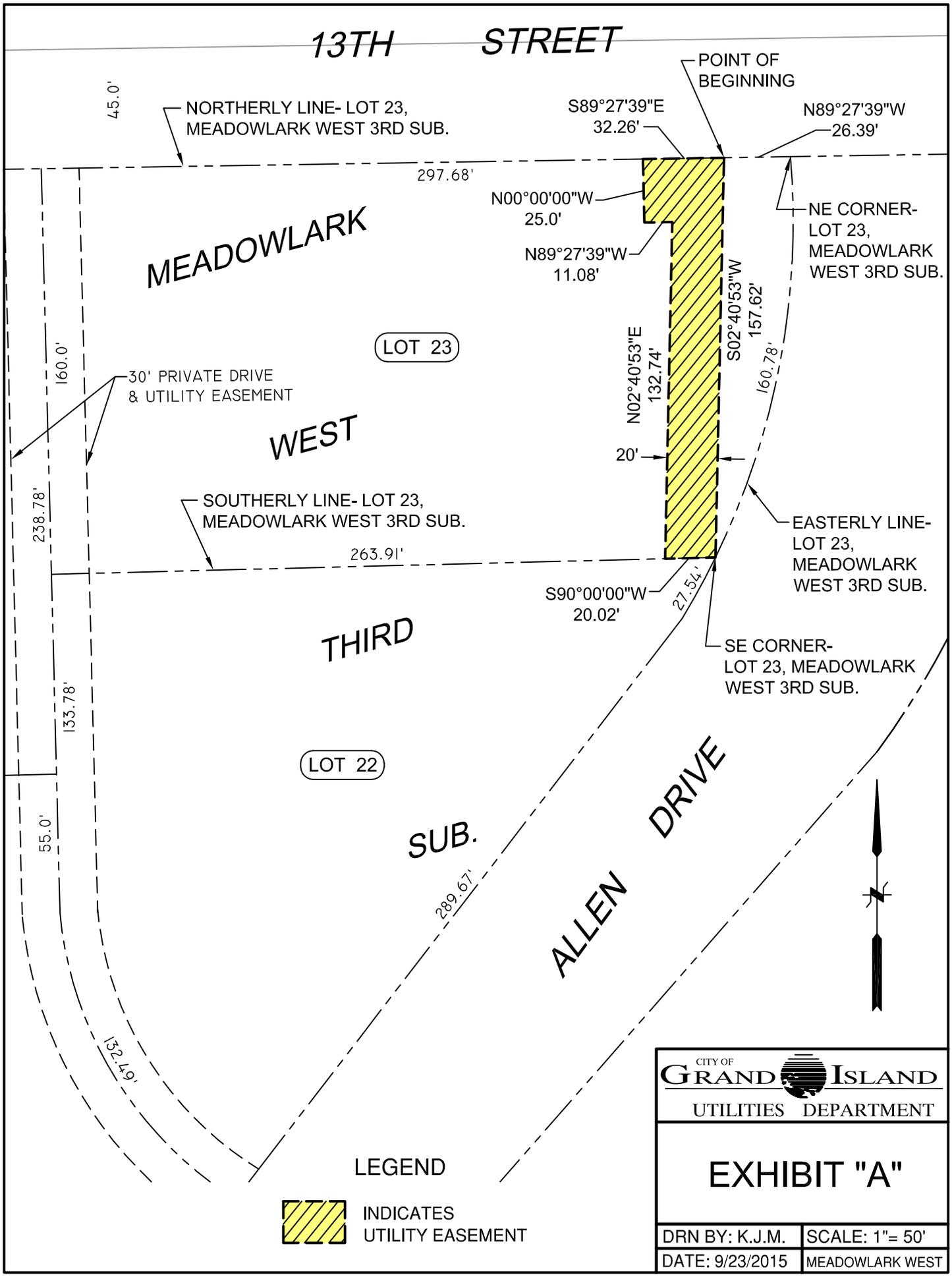
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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-7

### **#2015-287 - Approving Acquisition of Utility Easement - 2036 Brentwood Blvd. - Five Points Bank**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2015-287

WHEREAS, a public utility easement is required by the City of Grand Island from Five Points Bank, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 27, 2015 for the purpose of discussing the proposed acquisition of a utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at the northwest corner of Lot Two (2) Brentwood Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska; thence along the westerly line of said Lot Two (2) on an assumed bearing of S01°02'38"W, a distance of one hundred sixty seven and ninety five hundredths (167.95) feet to the southwest corner of said Lot Two (2); thence S88°57'19"E, along the southerly line of said Lot Two (2), a distance of one hundred six (106.0) feet to a point on the westerly line of an existing sixteen (16.0) foot wide platted easement; thence N01°02'38"E, along the westerly line of said existing sixteen (16.0) foot wide platted easement, a distance of forty (40.0) feet; thence N88°57'19"W, a distance of thirty (30.0) feet; thence S01°02'38"W, a distance of twenty (20.0) feet; thence N88°57'19"W, a distance of sixty six (66.0) feet; thence N01°02'38"E, a distance of one hundred forty seven and ninety four hundredths (147.94) feet to a point on the northerly line of said Lot Two (2); thence N88°57'49"W, along the northerly line of said Lot Two (2), a distance of ten (10.0) feet to the northwest corner of said Lot Two (2) being the said Point of Beginning.

The above-described easement and right-of-way containing 0.097 acres more or less, as shown on the plat dated 10/9/2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

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Approved as to Form	▣ _____
October 23, 2015	▣ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska October 27, 2015.

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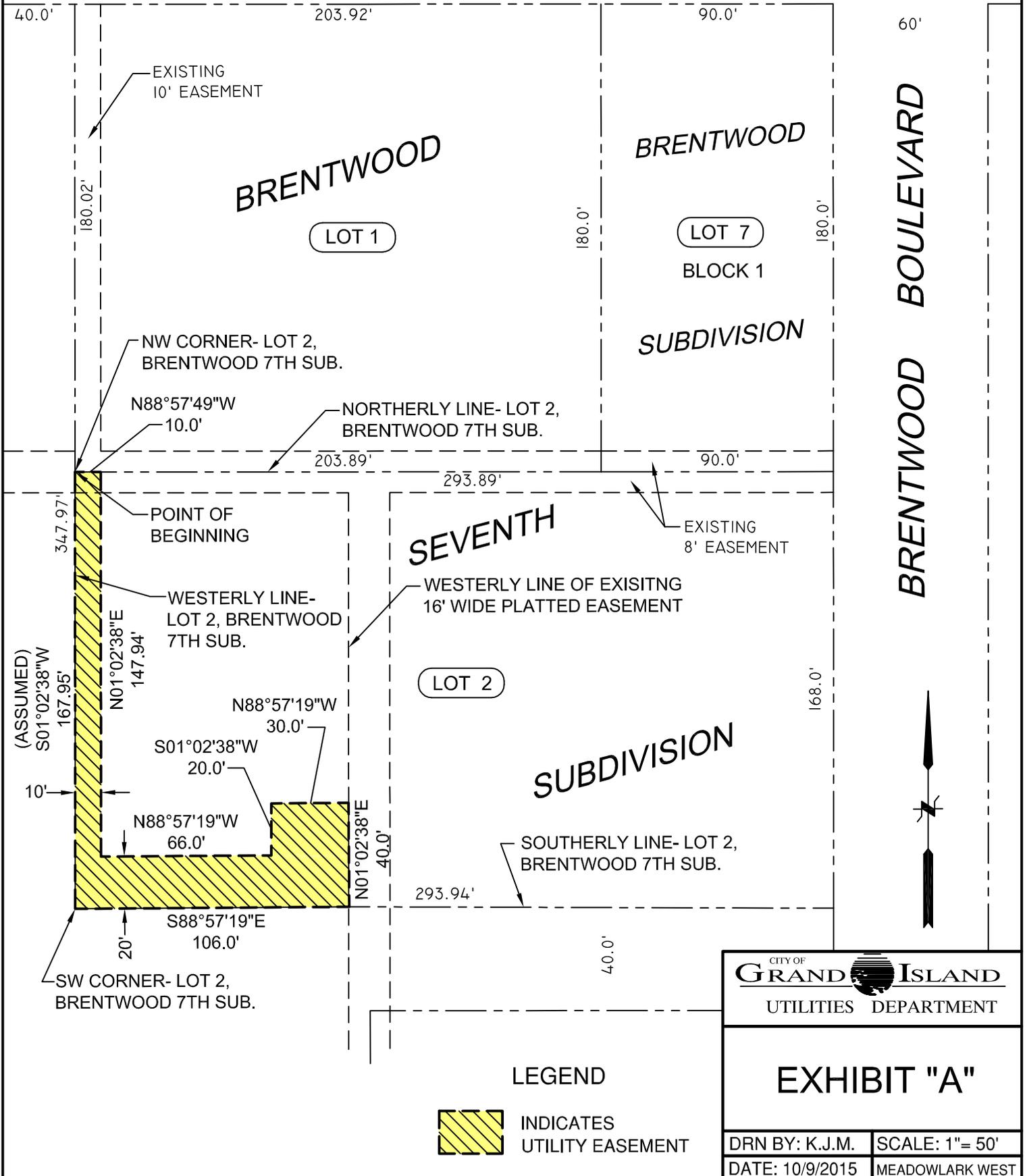
Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

# STOLLEY PARK ROAD





# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-8

**#2015-288 - Approving Bid Award(s) for Tree Trimming Project  
2016-TT-1**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** October 27, 2015

**Subject:** Tree Trimming and Removal Contract 2016-TT-1

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

The Utilities Department has approximately 600 miles of electrical transmission and distribution lines. Specifications for Contract 2016-TT-1 were prepared for trimming trees from around power lines throughout the electric service area. The work by private firms helps to maintain the proper clearances for safe operation of the electric system.

## Discussion

The department evaluated 16 areas for tree trimming across the entire Electric Service Area. The project was advertised and sent to eleven potential firms. Bids were publicly opened on October 15, 2015 and three local firms submitted prices as listed below:

Section	Leetch Tree Service, LLC	Sheffield Tree Service, Inc	B & E Tree Service, Inc
	Grand Island, NE	Grand Island, NE	Grand Island, NE
1	\$36,150.00	\$0.00	<b>\$19,500.00</b>
2	<b>\$6,700.00</b>	\$0.00	\$16,950.00
3	<b>\$9,900.00</b>	\$0.00	\$20,250.00
4	<b>\$8,750.00</b>	\$0.00	\$10,500.00
5	\$27,900.00	\$0.00	<b>\$21,000.00</b>
6	<b>\$8,700.00</b>	\$12,500.00	\$15,000.00
7	<b>\$9,850.00</b>	\$0.00	\$13,500.00
8	<b>\$15,600.00</b>	\$18,500.00	\$34,500.00
9	\$9,750.00	<b>\$7,500.00</b>	\$13,750.00
10	\$9,100.00	<b>\$8,500.00</b>	\$13,500.00
11	<b>\$8,900.00</b>	\$0.00	\$24,750.00
12	<b>\$9,750.00</b>	\$17,500.00	\$48,500.00
13	\$18,950.00	<b>\$7,500.00</b>	\$33,000.00

Section	Leetch Tree Service, LLC	Sheffield Tree Service, Inc	B & E Tree Service, Inc
14	\$18,450.00	\$0.00	\$27,500.00
15	\$26,900.00	\$0.00	\$52,500.00
16	\$43,750.00	\$0.00	\$22,500.00
Total for All Sections Bid	\$269,100.00	\$72,000.00	\$387,200.00

There were no exceptions taken by any of the bidders and they are qualified to do the contract work. All bids were evaluated and are in compliance with the specifications.

The twelve sections recommended for award total \$148,400.00. This is below the budgeted amount of \$150,000.00. Sections 4, 13, 14, and 15 will not be awarded. The attached drawing shows the areas to be trimmed by outside contractors this 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

It is recommended the Council award the Tree Trimming Contract 2016-TT-1, to:

- Leetch Tree Service, LLC, of Grand Island  
Sections 2, 3, 6, 7, 8, 11 and 12 in the amount of \$69,400.00
- Sheffield Tree Service, Inc., of Grand Island  
Sections 9 and 10 in the amount of \$16,000.00
- B & E Tree Service, Inc., of Grand Island  
Sections 1, 5 and 16 in the amount of \$63,000.00

### Sample Motion

Move to award Tree Trimming Contract 2016-TT-1 to Leetch Tree Service of Grand Island, Nebraska, in the amount of \$69,400; to Sheffield Tree Service of Grand Island, Nebraska, in the amount of \$16,000.00; and to B & E Tree Service, Inc., of Grand Island, Nebraska, in the amount of \$63,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 15, 2015 at 2:00 pm  
**FOR:** Tree Trimming Contract 2016-TT-1  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** September 22, 2015  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<u>Leetch Tree Service, LLC</u> Grand Island, NE	<u>Sheffield Tree Service, Inc.</u> Palmer, NE
<b>Bid Security:</b>	Western Surety Company	Western Surety Company
<b>Exceptions:</b>	None Did not acknowledge addendum.	None
<b>Bid Price:</b>		
<b>Section 1:</b>	\$36,150.00	No Bid
<b>Section 2:</b>	\$ 6,700.00	No Bid
<b>Section 3:</b>	\$ 9,900.00	No Bid
<b>Section 4:</b>	\$ 8,750.00	No Bid
<b>Section 5:</b>	\$27,900.00	No Bid
<b>Section 6:</b>	\$ 8,700.00	\$12,500.00
<b>Section 7:</b>	\$ 9,850.00	No Bid
<b>Section 8:</b>	\$15,600.00	\$18,500.00
<b>Section 9:</b>	\$ 9,750.00	\$ 7,500.00
<b>Section 10:</b>	\$ 9,100.00	\$ 8,500.00
<b>Section 11:</b>	\$ 8,900.00	No Bid
<b>Section 12:</b>	\$ 9,750.00	\$17,500.00
<b>Section 13:</b>	\$18,950.00	\$ 7,500.00
<b>Section 14:</b>	\$18,450.00	No Bid
<b>Section 15:</b>	\$26,900.00	No Bid
<b>Section 16:</b>	<u>\$43,750.00</u>	<u>No Bid</u>
<b>Total:</b>	\$269,100.00	\$72,000.00

**Bidder:** B & E Tree Service, Inc.  
**Bid Security:** Grand Island, NE  
**Exceptions:** Granite RE, Inc.  
None

**Bid Price:**  
**Section 1:** \$19,500.00  
**Section 2:** \$16,950.00  
**Section 3:** \$20,250.00  
**Section 4:** \$10,500.00  
**Section 5:** \$21,000.00  
**Section 6:** \$15,000.00  
**Section 7:** \$13,500.00  
**Section 8:** \$34,500.00  
**Section 9:** \$13,750.00  
**Section 10:** \$13,500.00  
**Section 11:** \$24,750.00  
**Section 12:** \$48,500.00  
**Section 13:** \$33,000.00  
**Section 14:** \$27,500.00  
**Section 15:** \$52,500.00  
**Section 16:** \$22,500.00  
**Total:** \$387,200.00

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Christy Leshner, PCC Utilities Secretary

Pat Gericke, Utilities Admin. Assist.  
Stacy Nonhof, Assistant City Attorney  
Tom Barnes, Utilities Eng. Manager

**P1841**

**Tree Trimming Contract 2016-TT-1**

Bids Received 10/15/15

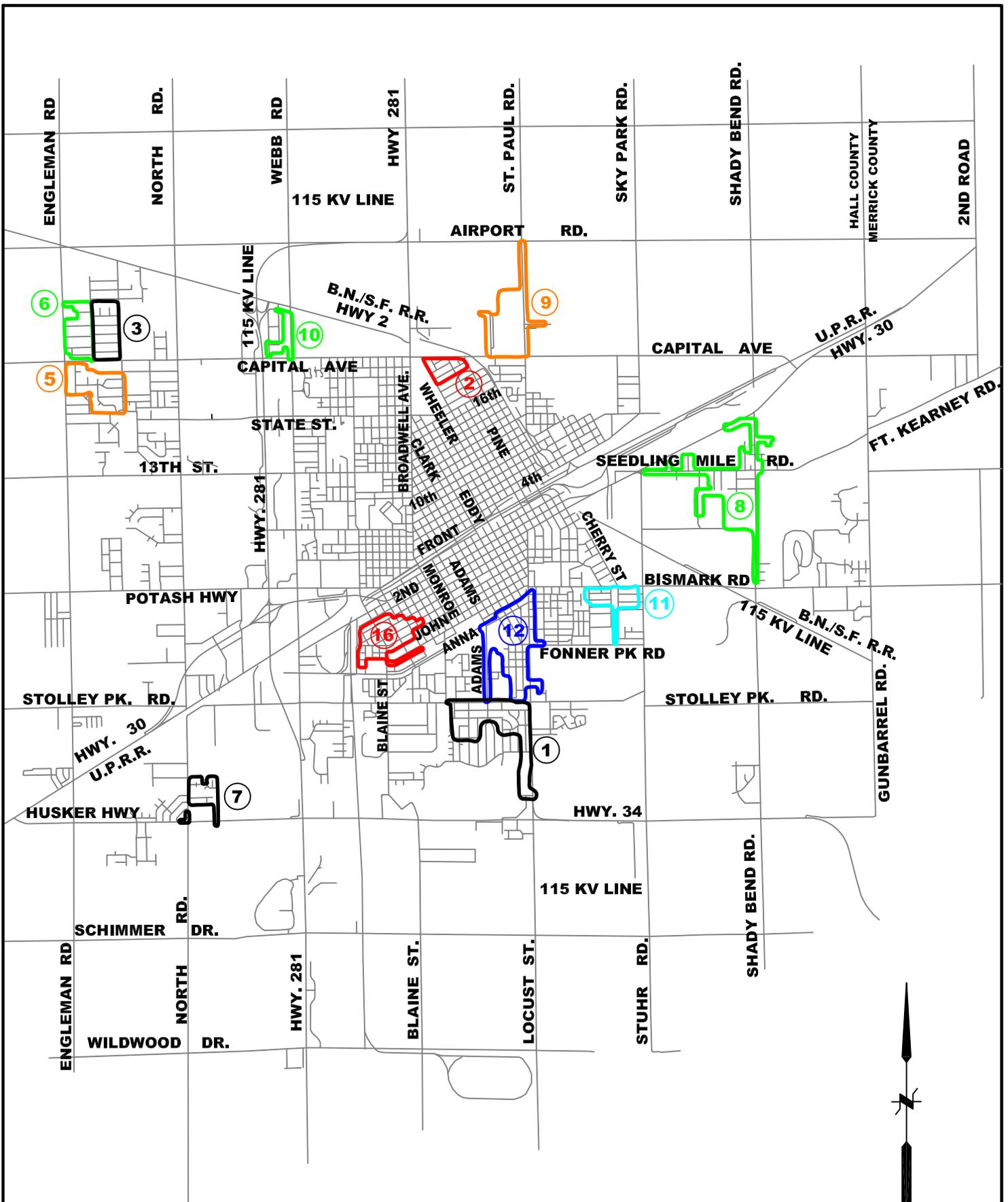
Budget Amount = \$150,000.00

The City may select any or all sections to be awarded in this Contract.

or - The City may award to a single Contractor for all sections

or - award to multiple Contractors by individual section.

Section	Leetch Tree Service, LLC Grand Island, NE	Sheffield Tree Service, Inc Grand Island, NE	B & E Tree Service, Inc Grand Island, NE
1	\$36,150.00	\$0.00	<b>\$19,500.00</b>
2	<b>\$6,700.00</b>	\$0.00	\$16,950.00
3	<b>\$9,900.00</b>	\$0.00	\$20,250.00
4	<b>\$8,750.00</b>	\$0.00	\$10,500.00
5	\$27,900.00	\$0.00	<b>\$21,000.00</b>
6	<b>\$8,700.00</b>	\$12,500.00	\$15,000.00
7	<b>\$9,850.00</b>	\$0.00	\$13,500.00
8	<b>\$15,600.00</b>	\$18,500.00	\$34,500.00
9	\$9,750.00	<b>\$7,500.00</b>	\$13,750.00
10	\$9,100.00	<b>\$8,500.00</b>	\$13,500.00
11	<b>\$8,900.00</b>	\$0.00	\$24,750.00
12	<b>\$9,750.00</b>	\$17,500.00	\$48,500.00
13	\$18,950.00	<b>\$7,500.00</b>	\$33,000.00
14	<b>\$18,450.00</b>	\$0.00	\$27,500.00
15	<b>\$26,900.00</b>	\$0.00	\$52,500.00
16	\$43,750.00	\$0.00	<b>\$22,500.00</b>
<b>Total for All Sections Bid</b>	<b>\$269,100.00</b>	<b>\$72,000.00</b>	<b>\$387,200.00</b>
*****			
<b>Award by Low Bid Per Section</b>	<b>\$69,400.00</b>	<b>\$16,000.00</b>	<b>\$63,000.00</b>
Sections:	2,3,6,7,8,11,12	9,10	1,5,16
Exceptions Noted.	none	none	none
 Sections Not Awarded:	 4,13,14,15		



SECTIONS TO BE AWARDED: 1,2,3,5,6,7,8,9,10,11,12,16.



DRAWN BY: K.J.M.  
 DATE: 9/9/2015  
 CHECKED BY: FIALA

**TREE TRIMMING PROJECT  
 2016-TT-1  
 SECTIONS TO BE AWARDED**

RESOLUTION 2015-288

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Project 2016-TT-1 for the Utilities Department, according to the plans and specifications on file with the Utilities Department; and

WHEREAS, on October 15, 2015, bids were received, opened and reviewed; and

WHEREAS, the requested work has been divided into 16 sections in order to achieve the best and lowest cost, and to expedite the completion of the work; and

WHEREAS, Leetch Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$69,400.00, for Sections 2, 3, 6, 7, 8, 11 and of the contract; and

WHEREAS, Sheffield Tree Service, Inc., of Grand Island, Nebraska, submitted a bid in the accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$16,000.00 for Sections 9 and 10 of the contract; and

WHEREAS, B & E Tree Service, Inc., of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$63,000.00, for Sections 1, 5 and 16 of the contract; and

WHEREAS, the combined total of the lowest bids for the above listed 16 sections represents the lowest responsible bid for said project.

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

1. The bid of Leetch Tree Service in the amount of \$69,400.00, for Sections 2, 3, 6, 7, 8, 11 and 12 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

2. The bid of Sheffield Tree Service of Grand Island, Nebraska, in the amount of \$16,000.00, for Sections 9 and 10 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

3. The bid of B & E Tree Service, Inc., of Grand Island, Nebraska, in the amount of \$63,000.00, for sections 1, 5 and 16 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

A contract for such project be entered into between the City and such contractors;

Approved as to Form	□ _____
October 23, 2015	□ City Attorney

and that the Mayor is hereby authorized and directed to execute such contracts on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

- 2 -



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-9

**#2015-289 - Approving Bid Award for Burdick Station Unit #3  
Distributed Control System**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting Date:** October 27, 2015

**Subject:** Burdick Station Unit #3 Distributed Control System

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

## Background

Steam Unit #3 at C.W. Burdick Generating Station is a 54 MW General Electric Steam Turbine with a Combustion Engineering Boiler built in 1971. This unit has a Distributive Control System (DCS) that has an operating system that is no longer supported by the manufacturer. The DCS is used to operate and control the boiler and turbine. To maintain the reliability of the unit, it has become necessary to replace the existing control system with a modern system.

## Discussion

Specifications for the Burdick Station Unit #3 Distributed Control System were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on October 13, 2015. The engineer's estimate for this project was \$600,000.00.

Bidder	Bid Price	Adjusted Sales Tax	Satellite Clock	Total Bid Price
ABB, Inc. Wickliffe, OH	\$580,760.00*	\$11,137.00**	\$5,100	\$596,997.00
HPI Houston, TX	\$822,463.40	\$26,748.00**	\$0	\$822,463.40

\*The Bid Price for ABB was adjusted to account for items listed as options that should have been included in the base Bid Price.

\*\*Sales Tax was adjusted for comparison purposes to reflect sales tax on materials only.

Bids were reviewed by plant engineering staff and the following changes are noted: items required by the specification, but listed as separate options by ABB, were included in the base bid for comparison purposes. The sales tax was adjusted to include materials only for both bidders. Based on the discussion and adjusted bid price, the bid from ABB is compliant with specifications and less than the engineer's estimate.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that Council award the Contract for the Burdick Station Unit #3 Distributed Control System to ABB, Inc., of Wickliffe, Ohio, as the low responsive bidder, with the bid in the amount of \$596,997.00.

## **Sample Motion**

Move to approve the bid in the amount of \$596,977.00 from ABB, Inc., for the Burdick Station Unit #3 Distributed Control System.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 13, 2015 at 2:00 p.m.  
**FOR:** Burdick Station Unit #3 Distributed Control System  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$600,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** September 23, 2015  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<u>ABB</u> Wickliffe, OH	<u>HPI, LLC</u> Houston, TX
<b>Bid Security:</b>	Fidelity & Deposit Co.	SureTec Insurance Co.
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>		
<b>Material:</b>	\$154,000.00	\$382,120.00
<b>Labor:</b>	\$286,000.00	\$413,595.00
<b>Sales Tax:</b>	<u>\$ 30,800.00</u>	<u>\$ 55,700.00</u>
<b>Total Bid:</b>	\$470,800.00	\$851,415.00

cc: Tim Luchsinger, Utilities Director	Pat Gericke, Utilities Admin. Assist.
Marlan Ferguson, City Administrator	William Clingman, Interim Finance Director
Stacy Nonhof, Purchasing Agent	Ryan Schmitz, Production Engineer

**P1844**

RESOLUTION 2015-289

WHEREAS, the City of Grand Island invited sealed bids for Burdick Station Unit #3 Distributed Control System according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 13, 2015, bids were received, opened and reviewed; and

WHEREAS, ABB Inc., of Wickliffe, Ohio, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$ 596,977.00; and

WHEREAS, the bid of ABB Inc., is less than the estimate for Burdick Station Unit #3 Distributed Control System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of ABB Inc., in the amount of \$596,977.00, for the Burdick Station Unit #3 Distributed Control System, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 23, 2015	☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-10

**#2015-290 - Approving Compliance Consulting Agreement with  
Volkman Consulting**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** October 27, 2015

**Subject:** Compliance Consulting Agreement with Volkmann Consulting

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

Following the northeast blackout of 2003, the federal government began the process of implementing reliability standards for electric utilities. Each utility was evaluated and given various designations based upon size and function. Beginning in 2007, compliance with all applicable standards was required. This process is governed by the North American Electric Reliability Corporation (NERC).

The number of standards and requirements has significantly increased over the years as the process has evolved. Most larger utilities have several full time employees dedicated to NERC compliance. Grand Island Utilities has been able to stay compliant utilizing one employee as a primary point of contact on a part time basis with several Subject Matter Experts (SME) handling different aspects.

## Discussion

As the compliance world continues to evolve, staying abreast of an ever changing industry requires a time commitment that current employee levels can't sustain. The risk of significant penalties is always present in the event that compliance is not maintained. In order to reduce those risks, Utilities personnel decided to issue a Request for Proposal (RFP) for NERC Compliance Consulting Services. The RFP called for an initial gap analysis to determine the current state of compliance and provide recommendations to correct any discovered deficiencies. In addition, the RFP asked for pricing to include on-going monthly services to monitor the compliance industry, alert Grand Island Utilities of potential changes and provide recommendations and guidance.

The RFP was sent to six companies that had expressed interest. Proposals were due back by September 15, 2015. Two proposals were received, Volkmann Consulting and Proven Compliance Solutions. Utilities personnel evaluated both proposals and found Volkmann

Consulting as the best proposal received. Grand Island Utilities has used Volkmann Consulting in the past to perform a gap analysis in preparation for a March 2012 NERC audit. Their recommendations helped Grand Island successfully complete the audit. In addition, they have a vast amount of experience with Midwest Reliability Organization (MRO), the regional entity that enforces NERC compliance in this area. They also have lower hourly rates than Proven Compliance Solutions.

### **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 Compliance Consulting Agreement with Volkmann Consulting.

### **Sample Motion**

Move to approve the Compliance Consulting Agreement with Volkmann Consulting.

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”), dated and effective on the 15th day of October, 2015 (“Effective Date”), is entered into by and between The City of Grand Island , a Nebraska Municipal corporation, located at 100 E. 1<sup>st</sup> St., Grand Island, Nebraska 68801 (“Client”), and VOLKMANN CONSULTING, INC, a Minnesota corporation, located at 14240 55<sup>th</sup> St NE, Saint Michael, Minnesota 55376 (“Consultant”) (Client and Consultant may be collectively referred to as “Parties” or singly as “Party”).

In consideration of the mutual agreements, covenants, and undertakings of the Parties herein contained, the Parties hereby agree as follows:

### ARTICLE 1. RECITALS

**Section 1.1** Consultant represents and warrants that it has training, professional expertise and experience in preparing for NERC CIP audits that will be valuable in assisting Client conduct and operate its utility business and Consultant desires to provide Client with such audit preparation review services and/or work products as defined herein.

**Section 1.2** Subject to and in accordance with the terms, provisions, and conditions of this Agreement, Client agrees to hire Consultant to provide Client with such services and/or work products.

### ARTICLE 2. SCOPE OF SERVICES

**Section 2.1 Statement of Work.** Consultant shall perform for Client services (“Services”) and provide to Client deliverables and other materials (“Work Products”) according to Exhibit A, Statement of Work (“Statement of Work”) agreed to and signed by an authorized representative of Client and Consultant. Work Products shall include deliverables and other materials (including without limitation reports, documents, designs, drafts, abstracts, and summaries) that are originated and prepared for Client by Consultant (either independently or in concert with Client) during the course of Consultant’s performance under this Agreement. The Statement of Work will also specify and describe the Services, Work Products, schedule, price, expense limit, technical and functional specifications, milestones, training, and task managers.

**Section 2.2 Change Orders.** Changes to Statements of Work shall be made only in a writing executed by authorized representatives of each Party.

**Section 2.3 Reporting.** Consultant will submit to Client, from time-to-time (as reasonably required by Client or as otherwise specified in the Statement of Work) during the performance of the Services, written reports regarding the progress of the Services performed, and detailing all required tasks and milestones completed with respect to such Services and any Work Products. Reports may be submitted via confidential e-mail to [jeffm@grand-island.com](mailto:jeffm@grand-island.com) unless Consultant is otherwise instructed to submit them formally in writing.

**Section 2.4 Incorporation.** The terms and conditions of the mutually signed Statement of Work shall be attached hereto and incorporated herein.

**Section 2.5 Scope.** The terms of this Agreement apply to all Services and Work Products that Consultant may provide to Client.

### **ARTICLE 3. PAYMENT**

**Section 3.1 Fees.** Consultant shall be compensated for Services on a time and materials basis at the hourly rate that is specified in the Statement of Work, which is not subject to increase. No additional amounts shall be chargeable to Client because of taxes or excises, presently or hereafter levied on Consultant. If Consultant's quoted rates for the Services are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) before acceptance by Client, Consultant agrees that the rate to Client for such Services will be reduced accordingly, and that Client will be billed at such reduced rates. Consultant shall be responsible for payment of compensation to its employees and shall withhold and pay to the appropriate authorities all taxes, FICA, workers' compensation premiums and any similar taxes and assessments associated with or arising from Consultant's employment relationship with its employees.

**Section 3.2 Expenses.** Subject to the expense limit in the Statement of Work, Client shall reimburse Consultant for all reasonable and necessary out-of-pocket expenses that Consultant may incur in providing the Services under this Agreement, provided prior written approval has been provided in the SOW and Consultant has complied with Company's corporate travel and reimbursement policy. Consultant shall adhere to strict travel reimbursement standards. Consultant must provide all receipts in support of requested expense reimbursements. Consultant's requests for reimbursement of travel-related expenses must be made monthly. Consultant agrees to use Client-approved hotels for lodging and to use coach airfare. Client will reimburse expenses for meals (not including non-business meals) at the lesser of actual costs, or an amount limitation as specified in the Statement of Work, per day per person. Expenses will be billed as actually incurred and included on monthly invoices. Consultant shall cooperate with Client in an effort to minimize the amount of out-of-pocket expenses incurred by Consultant in connection with this Agreement.

**Section 3.3 Invoices.** Client shall pay amounts accepted by Client payable to Consultant under this Agreement within thirty (30) days of receipt of invoices submitted by Consultant. In the event of a good faith dispute regarding any portion of an invoice, Client may withhold such disputed portion pending final resolution of the disputed amount. In the event that any invoiced items are disputed, the undisputed items shall be paid within the thirty-day period and the disputed items shall be paid within thirty (30) days after resolution of the dispute.

**Section 3.4 Records, Access, and Audits.** Consultant agrees to maintain accurate records to substantiate the fees and expenses invoiced hereunder and shall retain those records for seven (7) years from the dates of the respective invoices. Consultant shall provide copies of such records to Client upon request.

Client may, after reasonable written notice and in the presence of an employee of Consultant, visit Consultant's premises where the Services are being performed so long as such visit does not unreasonably interfere with the activities of Consultant. Consultant shall provide

Client its written safety rules and procedures prior to such visits, and Client shall comply with Consultant's written safety rules and procedures.

Upon not less than ten (10) days prior written notice, Client may request that Consultant provide to Client or its auditors access to Consultant's payroll and expense records to the extent necessary for Client to audit Consultant's invoices hereunder. In the event an audit results in a determination that Consultant has overcharged Client, Consultant shall promptly refund each overpayment with interest at prime plus 1%, as published in the New York Times on the date that payment is made. Client shall bear the costs of any such audits; provided, however, that in the event an audit results in a determination that Consultant has overcharged Client in an amount equal to or exceeding two percent (2%) of the total charges for the period audited, Consultant shall reimburse Client for the costs of such audit.

#### **ARTICLE 4. CONSULTANT'S PERFORMANCE OBLIGATIONS**

**Section 4.1 Schedule.** Consultant shall provide the Services and complete the development, delivery, installation, and testing of Work Products in strict compliance with the schedule set forth in the Statement of Work.

**Section 4.2 Compliance with Law.** Consultant shall comply with applicable requirements of all federal, state, and local laws, ordinances, codes, and regulations, including, but not limited to, those related to employment matters, in performing its obligations under this Agreement. If Consultant performs any of its obligations under this Agreement contrary to such laws, ordinances, codes, and regulations, Consultant shall bear any expense, cost or penalty arising therefrom.

**Section 4.3 Standard of Performance.** Consultant shall provide the Services under this Agreement (a) in a competent and diligent manner, and (b) in accordance with the provisions of this Agreement, the applicable Statement of Work, and within accepted industry practice.

**Section 4.4 Safety.** Consultant shall be responsible for the safety of its employees, agents, and subcontractors at all times and shall provide all instruction, training, and equipment necessary to insure their safety while performing the Services under this Agreement.

**Section 4.5 Security and Access.** Consultant will observe Client's business hours, security rules, policies, procedures, and holiday schedule while working on Client's premises, as directed by Client. If Consultant is given access, whether on-site or through remote facilities, to any of Client's computer or electronic data storage systems, Consultant will limit such access to its personnel involved with the Services and will use such access solely to perform the Services. Consultant will not knowingly access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to fulfill Consultant's obligations under this Agreement. All user identification numbers and passwords disclosed to Consultant and any non-public or proprietary information which Consultant may obtain as a result of Consultant's access to and use of Client's computer and electronic storage systems will be deemed to be, and will be treated as, Client's Confidential Information under Article 10.

**Section 4.6 Personnel.** Consultant's personnel consists of the sole owner of the business and shall not substitute or assign the responsibilities to any other parties without the

prior written consent of Client after submission of the resumes of any such individuals.

**Section 4.7 Accommodations.** Client shall supply Consultant personnel with suitable workspace and other normal office equipment and support reasonably necessary for Consultant to perform the Services. Client shall supply its own computer. No interest or obligation shall be conferred upon Consultant regarding Client's property beyond the limited right to use such property in connection with performance of the Services.

**Section 4.8 Employee Cooperation.** Upon the request of Client, Consultant shall cause its personnel providing the Services under this Agreement to execute any covenants or agreements required by Client consistent with Consultant's obligations set forth in this Agreement.

**Section 4.9 Background Checks.** Upon Client's request, Consultant agrees to certify in writing prior to the date that the Services under an applicable Statement of Work are to begin that the Consultant and its employees who is working on Client's premises or that has access to Client's computer systems, continues to have a clean criminal background. The Consultant agrees to on-going drug screening of its employees comparable to the drug screenings required by Client of its employees. Failure to certify the Consultant's background and/or submit to drug testing in this manner will prohibit the Consultant from providing Services under this Agreement.

## ARTICLE 5. TERM AND TERMINATION

**Section 5.1 Term.** Consultant will begin the Services on the date the Parties designate through agreed-to Statement(s) of Work and will continue until terminated pursuant to this Agreement. This Agreement will be effective upon execution by both Parties and will continue until terminated by either Party upon giving the other at least thirty (30) days prior written notice of termination; provided, however, that any Services being provided at the time of termination will continue under the terms of this Agreement and applicable Statement(s) of Work until completed, subject to Client's right to terminate any such Services in whole or in part upon at least (30) days prior written notice.

**Section 5.2 Termination for Convenience.** Client shall have the right to terminate, with or without cause and without any fees, charges, or penalties, this Agreement, in whole or part, by giving Consultant one days prior written or e-mail notice.

**Section 5.3 Right of Termination.** Upon any Default (as defined in Section 11.1), Client shall have the right, in its sole and absolute discretion, to terminate this Agreement in whole or in part by giving written or e-mail notice thereof to Consultant.

**Section 5.4 No Waiver.** Termination by either Party of this Agreement or the Statement of Work hereunder does not waive any other rights or remedies such Party may have under this Agreement.

**Section 5.5 Transition of Services.** If requested by Client, Consultant will cooperate with Client to ensure an orderly transition of the Services to Client or a third party designated by Client.

**Section 5.6 Obligations of Consultant Upon Termination.** Upon notice of termination by Client of this Agreement or the Statement of Work, Consultant shall, at its own expense, be obligated to do some or all of the following upon specific notice identifying the obligation(s) from, and at the election of, Client:

- a. Immediately discontinue the Services and developing Work Products (except as required under Section 5.5) at such time and to the extent specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or other matters relating to the Services and Work Products;
- c. Promptly make every reasonable effort to obtain cancellation, upon terms satisfactory to Client, of all orders, subcontracts, and agreements to the extent that they relate to the terminated Services and Work Products;
- d. Perform thereafter only such tasks as may be necessary to preserve and protect the terminated portion of the Services and Work Products in progress;
- e. Continue to fulfill Consultant's obligations with regard to the Services and Work Products not terminated;
- f. Assist Client in making an accounting as to outstanding matters relating to terminated Services and Work Products, including the status of subcontracts and delivery schedules; and/or
- g. Transfer to Client possession and title, or license if applicable, of all equipment, parts, and components relating to the Services and Work Products that have not been completed and delivered prior to the termination.

## **ARTICLE 6. COVENANTS, WARRANTIES, REPRESENTATIONS, AND OBLIGATIONS OF CLIENT**

**Section 6.1** As an inducement for Consultant to enter into this Agreement and to consummate the transactions contemplated hereunder, Client hereby covenants, agrees, warrants, and represents that:

- a. Client has the full right, power, capacity, and authority to enter into this Agreement, to consummate the transactions contemplated hereunder, and to comply with the terms, conditions, and provisions hereof.
- b. Client is a corporation duly organized and validly existing under the laws of the state of Nebraska and has all requisite corporate power and authority to carry on its business as it is presently being conducted and to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement.

c. Where Client's approval is required according to the Statement of Work, such approval shall be granted in a timely fashion and shall not be unreasonably withheld.

## **ARTICLE 7. COVENANTS, WARRANTIES AND REPRESENTATIONS BY CONSULTANT**

**Section 7.1** As an inducement for Client to enter into this Agreement and to consummate the transactions contemplated hereunder, Consultant hereby covenants, agrees, warrants, and represents that:

a. Consultant has the full right, power, capacity, and authority to enter into this Agreement, to consummate the transactions contemplated hereunder, and to comply with the terms, conditions, and provisions hereof and has the full, complete, and unrestricted right and authority to sell, install, transfer, and deliver the Work Products and provide the Services.

b. Consultant is a corporation duly organized and validly existing under the laws of Minnesota and has all requisite corporate power and authority to carry on its business as it is presently being conducted and to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement.

c. Consultant is not in violation of any term or provision of any charter, bylaw, or mortgage, indenture, contract, agreement, instrument, judgment, decree, order, statute, rule, or regulation that could adversely affect the sale, installation, transfer, and delivery of the Work Products or provision of the Services.

d. There are no legal actions, lawsuits, or other administrative or governmental proceedings pending, or to Consultant's knowledge threatened, against Consultant or its business before any federal, state, municipal, or other governmental agency, which actions or proceedings may adversely affect Consultant's ability to perform the obligations under this Agreement, nor is Consultant aware of any facts that might result in any such action, suit, or proceeding against Consultant.

e. Consultant is not in default of any court decree or order or the order of any governmental agency.

## **ARTICLE 8. STANDARD OF CARE, INDEMNIFICATIONS, AND INSURANCE**

**Section 8.1 Covenants.** Consultant covenants that Consultant's Services and Work Products will substantially conform in all material respects to the technical and functional specifications set forth in the Statement of Work; will be performed in a timely, competent, and diligent manner and consistent with generally accepted industry standards applicable to consultants experienced in performing similar services and developing products of a similar scope, type and complexity; and will be performed in accordance with all applicable statutes, regulations, codes, and ordinances.

Consultant agrees to reperform at no additional cost to Client any Services and Work Products not in compliance with this warranty or with the applicable specifications associated with the Statement of Work. Consultant will complete any reperformance of Services and Work Products at no additional cost to Client. If Consultant is unable to correct such a defect after a reasonable period of time, Consultant shall refund the amount paid by Client to Consultant for the Services and Work Products that Consultant is unable to correct.

**Section 8.2 General Indemnification.** Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other Party, its subsidiaries and affiliated companies, employees, officers, directors, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be) agents, representatives, consultants, and subcontractors against any and all liability, loss, costs, damages, expenses, claims or actions, arising out of or by reason of any property damage, bodily injury, sexual harassment claims, claims where Client is deemed or considered to be the employer of any personnel or contractor that Consultant uses or engages to perform the Services, or pollution, contamination or adverse effects on the environment, as a result of actions of the Party, its employees, agents, representatives or subcontractors, or arising out of or by reason of any act or omission of the Party, its employees, agents, representatives or subcontractors, in the execution, performance, or failure to adequately perform its obligations under this Agreement. For purposes of this Section, to “indemnify” means to defend and pay all expenses (including reasonable attorneys’ fees) and satisfy all judgments (including costs and reasonable attorneys’ fees) that may be incurred or rendered against such Party.

**Section 8.3 Intellectual Property Indemnity.** Consultant agrees to indemnify, hold harmless and defend, at Consultant’s expense, any claim against Client, its subsidiaries and affiliated companies, employees, officers, directors, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be) agents, representatives, consultants, and subcontractors which alleges that Consultant’s Work Products infringe any patent, copyright, trade secret, publicity right, right of privacy, or other proprietary right or personal right of a third party. For purposes of this Section, to “indemnify” means to defend and pay all expenses (including reasonable attorneys’ fees) and satisfy all judgments (including costs and reasonable attorneys’ fees) that may be incurred or rendered against Client in connection with such claim. However, with respect to any such claim, Consultant will first have the right, at its option, to: (i) obtain for Client the right to continue using the Work Products alleged to be infringing, including any non-infringing portion; (ii) replace the infringing portion of the Work Products with non-infringing software. If neither is technically feasible, Consultant will consult with Client and, at a minimum, refund to Client all amounts paid for Work affected by such infringing portion of the Work Products.

**Section 8.4 Notice of Indemnity Obligation.** If either Party seeks to be indemnified, reimbursed and/or held harmless under any of the defense and indemnification provisions of this Agreement, such Party shall (i) provide the other Party with prompt written notice of the claim giving rise to such demand, summarizing the allegations giving rise to the claim; (ii) grant the Party to provide the defense and indemnity with reasonable authority and control over the defense and/or settlement of such claim; and (iii) reasonably cooperate with the Party to provide the defense and indemnity and its agents in defending and/or settling such claim at the indemnifying Party’s expense. Any Party to whom indemnity is owed shall have the right to

participate in the defense and/or settlement of any covered claim by using attorneys of its own choosing at its own expense.

**Section 8.5 Set Off Rights of Client.** The Parties hereby expressly agree and acknowledge that for the purpose of protecting Client from and against any claims, liabilities, or damages resulting from any breach of the covenants, obligations, representations, or warranties made by Consultant hereunder that Client shall have the right to deduct from payment to Consultant the amount of any such obligations owing to Client from Consultant.

**Section 8.6 Insurance.** Consultant shall provide and maintain Liability and Property Damage Insurance so as to provide protection and indemnification against claims or suits in connection with the Services and Work Products which are the subject of this Agreement. Consultant shall furnish to Client certificates of insurance showing policies carried and the limits of coverage as follows:

- a. Workers Compensation Insurance to the extent of statutory limits and Employer's Liability Insurance for not less than \$500,000.
- b. Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence.
- c. Errors and Omissions Insurance with limits not less than \$1,000,000 each claim.

## **ARTICLE 9. OWNERSHIP AND ACCEPTANCE**

**Section 9.1 Work Products.** Work Products shall be completed by and delivered as defined and described in the specifications, documentation, and descriptions contained in each applicable Statement of Work.

**Section 9.2 Ownership of Work Products.** Client shall own all right, title, and interest in all Work Products. Consultant expressly acknowledges and agrees that such Work Products constitute "works made for hire" under federal copyright laws (17 U.S.C. Sec. 101 et seq.) owned exclusively by Client, and, alternatively, Consultant hereby irrevocably assigns to Client all of Consultant's rights in such Work Products. Consultant will cooperate and assist Client as may be reasonably necessary to document, secure, or register Client's ownership in the Work Products.

If ownership of any Work Products does not result by operation of law as provided in this Section, Consultant assigns, and shall cause its employees, agents, and Consultants to assign, without further consideration, the ownership thereof, including all associated intellectual property rights inherent therein or related thereto, as necessary. Consultant agrees to perform, upon the reasonable request of Client, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, the Work Products. Consultant shall keep written agreements sufficient to give effect to the terms of this Section with its employees, agents, and consultants who render Services under this Agreement.

**Section 9.3 Acceptance.** Any acceptance criteria and/or performance standards (including, but not limited to, acceptance periods) applicable to Services and/or Work Products (“Acceptance”) shall be set forth in the applicable Statements of Work. Unless otherwise specified in the applicable Statements of Work, the Services and/or Work Products shall be deemed to have been Accepted by Client in accordance with the following procedures:

a. Client, with the full cooperation and assistance of Consultant shall review the Services and/or Work Products for a period not to exceed twenty (20) business days from the completion and/or delivery thereof to determine whether the Services and/or Work Products conform to the terms and conditions of the applicable Statement of Work.

b. Client will (i) notify Consultant in writing within five (5) business days of the completion of the review period set forth in this Section 9.3, that, in its opinion, the Services and/or Work Products are not in conformance with the applicable Statement of Work or that Consultant otherwise breached its warranties under this Agreement, and (ii) provide a written description of any such nonconformities or breach.

c. Upon receipt of a notice under this Section 9.3, Consultant shall correct such defective or nonconforming Services or Work Products at no additional cost to Client. If Consultant is unable to correct a defective or nonconforming Services or Work Products after a reasonable period of time, Consultant shall refund the amount paid by Client to Consultant for the Services or Work Products that Consultant is unable to correct.

## **ARTICLE 10. CONFIDENTIAL INFORMATION**

**Section 10.1** To the extent a separate agreement between the Parties regarding nondisclosure of Confidential Information does not already apply, the Parties expressly agree that this Section shall survive the termination or expiration of this Agreement and agree as follows:

a. Client and Consultant acknowledge that in the performance of this Agreement, it may be necessary for either Party to disclose certain confidential or proprietary information to the other. Each Party agrees that the Recipient (“Recipient”) will use at least the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of (i) written or electronic information received from the other Party (“Provider”) that is marked or identified as confidential or proprietary, (ii) oral or visual information received from the Provider identified as proprietary, confidential, or private at the time of disclosure, (iii) information received from the Provider that is identified as Critical Energy Infrastructure Information or CEII, and (iv) nonpublic information received from the Provider which under the circumstances surrounding disclosure a reasonable person would conclude should be treated as confidential (“Confidential Information”).

b. Confidential Information will not include information that belongs to the Recipient or (i) is or was already known by the Recipient at the time of disclosure and

which was not acquired directly or indirectly from the Provider; (ii) publicly known or becomes publicly known through no unauthorized act of the Recipient; (iii) rightfully received from a third party without an obligation of confidentiality; or (iv) independently developed by the Recipient without use of the Provider's Confidential Information.

c. Each Recipient may use Confidential Information received from the Provider only in connection with this Agreement, and may disseminate such Confidential Information only to persons having a need for access to such Confidential Information in connection with their performance of the Services, and with respect to whom the Recipient takes steps, no less rigorous than those it takes to protect its own proprietary information, but in any event not less than reasonable means, to prevent such persons from acting in a manner inconsistent with the terms of this Section.

d. All Confidential Information transmitted or disclosed hereunder will be and remain the property of the Provider, and the Recipient shall (at the Provider's election) promptly destroy or return to the Provider any and all copies thereof upon termination or expiration of this Agreement and/or upon the written request of the Provider. Upon the request of the Provider, the Recipient shall certify any such destruction in writing.

e. Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Section. Accordingly, in such event, an aggrieved Party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Section.

f. Nothing in this Agreement shall be construed to limit or prohibit the Recipient from independently creating or developing (or having created or developed for it), or from acquiring from third parties, any information, products, concepts, systems, or techniques that are similar to or compete with the information products, concepts, systems, or techniques contemplated by or embodied in the Provider's Confidential Information, provided that (in connection with such creation, development, or acquisition) the Recipient does not violate any of its obligations under this Agreement. Notwithstanding the foregoing, the Recipient shall not, nor assist others to, disassemble, decompile, reverse engineer, or otherwise attempt to recreate, the Provider's Confidential Information.

g. Deliverables submitted by Consultant will not be marked as Consultant's Confidential Information, but will be marked as "Alliant Energy Confidential Information."

h. This Agreement is not intended to and does not place a restriction on any disclosure of Confidential Information by Recipient that Recipient is legally required to make. In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil or criminal investigative demand or other similar process) to disclose any of the Confidential Information, Recipient shall provide Provider with prompt written notice of

any such request or requirement so that Provider may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other appropriate remedy, Recipient is nonetheless legally compelled to disclose Confidential Information, Recipient may, without liability hereunder, disclose that portion of the Confidential Information which is legally required to be disclosed, provided that Recipient exercises reasonable efforts to preserve the confidentiality of the Confidential Information, including cooperating with Provider to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

i. Notwithstanding the limitations described herein, Client shall have the right without advance notice to disclose any Confidential Information of Consultant that Client deems necessary in its sole, reasonable discretion to comply with (i) any state or federal securities laws, regulations, orders or decrees, or (ii) any regulatory requirement, law, regulation, document request, order or decree imposed by any commission, board or governmental entity exercising jurisdiction over Client or any of its affiliates.

j. After receipt of written waiver from Provider specifically authorizing release of Confidential Information, or a portion thereof, Recipient may disclose such Confidential Information, subject to compliance with the restrictions as to scope, timing and manner contained in Provider's waiver

**Section 10.2 Release of Information.** Consultant agrees to submit to Client any proposed press release, advertisement or other promotion relating to the existence of this Agreement, the relationship of the Parties, or the Services called for by this Agreement, and Consultant will offer the Client the opportunity to review any such materials prior to release or publication. No such materials shall be published without the prior written or e-mail approval of Client's Corporate Communications director or manager. Unless Client's Corporate Communications director or manager otherwise agrees in writing, Consultant shall not list Client's name on Consultant's published client lists, on Consultant's website, or in other materials promoting Consultant's services. Under no circumstances will Consultant be entitled to use of Client's marks, except as expressly allowed by this Agreement.

## **ARTICLE 11. DEFAULT AND REMEDIES**

**Section 11.1 Event of Default.** The term "Default" and "Event of Default" wherever used in this Agreement shall mean one or more of the following events:

a. The failure by Consultant to complete any of the required performance milestones within the time periods as set forth in a Statement of Work and failure by Consultant to cure within ten (10) days from the performance due date of the milestone, with written notice or demand;

b. The continued failure by Consultant to perform any other obligation imposed upon it by this Agreement within a period of ten (10) days after demand and notice by Client to Consultant specifying the specific obligation allegedly in default or not being performed;

- c. Violation of the other Party's trademarks or intellectual property rights;
- d. The breach of any covenant, provision, representation, or warranty by Consultant set forth in this Agreement upon notice by Client to Consultant of such alleged breach and Consultant's failure to correct such breach within ten (10) days after such notice;
- e. An order for relief is entered by a court of competent jurisdiction or an order is made approving a petition or answer filed seeking reorganization or readjustment of Consultant under the federal bankruptcy laws or other laws or statutes of the United States of America, or any state thereof, or by order of a court, a trustee or receiver is appointed of all or any part of Consultant's assets and properties;
- f. The filing by Consultant of a petition in voluntary bankruptcy, the making by Consultant of an assignment for the benefit of creditors, the consent of Consultant to the appointment of a receiver or trustee of any or all parts of the property of Consultant, the filing by Consultant of a petition to take advantage of any debtor's act, or the admission by Consultant, in writing, of Consultant's inability to pay debts and obligations generally as they become due;
- g. The failure in any material respect to perform Services and prosecute any portion of the development and installation of a Work Product with promptness, diligence, or in accordance with all of the provisions set in this Agreement and the applicable Statements of Work.

**Section 11.2 Legal and Equitable Remedies.** Upon any Default and/or termination of this Agreement, Client shall be entitled to any and all remedies to which it may be entitled at law or in equity. Consultant hereby acknowledges, stipulates, and agrees (a) that any breach or violation of this Agreement would cause material and irreparable harm to Client, (b) that certain damages for such harm would be difficult or impossible to ascertain because of the unique nature and critical importance of the Services and Work Products to the operation of the Business, and be incapable of precise measurements, and (c) that, accordingly, Client may not have an adequate remedy at law to redress the harm caused by such breach or violation. Therefore, Consultant agrees that, in addition to any other available remedies at law or in equity, Client shall be entitled to immediate preliminary and final equitable relief to order Consultant to complete the development of the Work Products and to the reimbursement of all legal fees and other costs incurred by Client in connection with, or as the result of, any such breach or violation hereof and in connection with the enforcement of Client's rights hereunder.

**Section 11.3 Remedies are Cumulative.** No remedy herein conferred upon or reserved to Client is intended to be or shall be exclusive of any other remedy, but every remedy herein provided shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, or by statute. Every such right and remedy may be exercised from time to time and as often as may be deemed expedient. No delay or omission by Client to exercise any such right or remedy shall be construed to be a waiver thereof or of any such Default or an acquiescence therein.

**Section 11.4 Force Majeure.** Neither Party is liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond that Party's reasonable control, and the Party makes all reasonable efforts to perform, and any applicable deadlines for performance shall be extended for a number of days equal to the duration of such events or conditions. A Party claiming such an event or occurrence shall notify the other Party immediately in writing and not later than one (1) week after the event or occurrence. The following shall not constitute a force majeure event or condition: a negligent act or omission, intentional wrongdoing, or lack of credit or economic hardship. If the period of nonperformance exceeds 30 days from issuance of the notice of the force majeure event, Client may, by giving written notice to Consultant, terminate this Agreement without charge or penalty.

**Section 11.5 Limitation of Liability.** Except with respect to the duties of defense and indemnity expressly provided in this Agreement, either Party's aggregate liability to the other Party on all claims of any kind for all losses or damages arising out of or relating to a particular Statement of Work will in no case exceed the greater of \$100,000.00 or the amounts paid by Client to Consultant in the previous twelve (12) months. Except with respect to the duties of defense and indemnity against third party claims expressly provided in this Agreement or as otherwise expressly agreed in an Statement of Work or addendum to this Agreement, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will either Client or Consultant, or any of their respective subcontractors, directors, officers, employees or agents, be liable to the other Party for any of the following, irrespective of whether the possibility of such damages has been disclosed to the other Party in advance or could have reasonably been foreseen by the other Party:

- a. Special, incidental, consequential, reliance, or indirect damages, including without limitation lost sales, profits, savings or revenue, increased cost of operations, or claims of either Party's third party customers for such damages (some States do not allow the exclusion or limitation of incidental or consequential damages, so such limitation or exclusion may not apply);
- b. Punitive or exemplary damages;
- c. Any statement or representation made by either Party's employees regarding a third party vendor;
- d. Unauthorized access to, theft, alteration, or destruction of applications, content, data, programs, information, network or systems belonging to Client or any third party, except to the extent caused directly by Consultant's negligence or willful misconduct.

The limitations of liability under this Section are an essential part of the bargain under this Agreement.

## **ARTICLE 12. GENERAL AND MISCELLANEOUS PROVISIONS**

**Section 12.1 Jurisdiction, Venue, and Dispute Resolution.** This Agreement will be governed by the laws of the State of Nebraska and the United States of America, without regard to conflicts of laws principles. Each Party hereby submits itself for the sole purpose of this

Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in Hall County, Nebraska and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

Any controversy, dispute, argument, or claim arising out of or in connection with or relating to this Agreement, or any alleged breach hereof shall be identified in writing to the other Party. Consultant and Client agree to use first informal mechanisms to resolve such disputes. In the event a resolution cannot be reached by employees assigned to a particular Statement of Work, the dispute shall be reported to their respective supervisors or other senior management personnel within each organization who shall take good faith actions to resolve the dispute. The provisions for informal mechanisms shall not apply to instances or situations where a Party is threatened with immediate and irreparable harm. In the event a resolution to the dispute cannot be reached within thirty (30) days, then any controversy, dispute, argument, claim, and other matters in question arising out of or in connection with or relating to this Agreement or any alleged breach hereof shall be referred to mediation before a neutral party to be conducted in accordance with the procedures established by the Commercial Mediation Rules of the American Arbitration Association, and as a condition precedent to the initiation of any adjudicative action or proceeding. The mediation shall be attended by representatives of each Party having authority to settle the dispute. Company and Contractor shall share equally the compensation and expenses of the mediator as well as all fees and expenses imposed associated with transcripts, hearing room rentals, filing fees and administrative costs. Company and Contractor shall be responsible for their own costs and legal fees, if any. Should mediation not resolve the matter between the Parties within thirty (30) calendar days of submission to mediation, either Party may litigate the controversy in the appropriate court. Contractor's obligation to perform under this Agreement shall remain in effect during the resolution of disputes.

**Section 12.2 . Entire Agreement.** This Agreement and all attachments executed hereafter, constitutes the entire agreement between the Parties regarding the subject matter hereof and (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgement or similar communication between the Parties before or during the term of this Agreement. No modifications to this Agreement will be binding unless in writing and signed by a duly authorized representative of each Party.

**Section 12.3 No Exclusivity.** This Agreement is not exclusive. Either Consultant or Client may buy or sell products or services that are the same or similar to the products or services covered under this Agreement, as long as neither Party violates its contractual obligations to the other Party and provided that Consultant shall not engage in any activity or take any position that shall in the commercially reasonable judgment of Client be detrimental or adverse to Client and its interests.

**Section 12.4 Amendments.** No supplement, modification or amendment to this Agreement will be binding unless executed in writing by authorized representatives of the Parties hereto.

**Section 12.5 Severability of Provisions.** Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.

**Section 12.6 Waiver.** No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

**Section 12.7 Construction of Agreement.** This Agreement constitutes a negotiated agreement between the Parties and the fact that one Party or its counsel or the other shall have drafted this Agreement or a particular provision hereof shall not be considered in the construction or interpretation of this Agreement or any provision hereof.

**Section 12.8 Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

**Section 12.9 Headings.** The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.

**Section 12.10 Survival.** Neither termination nor expiration of this Agreement for any reason shall release either Party from liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed will survive such termination or expiration or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, including, but not limited to, Articles 7, 8 and 10.

**Section 12.11 No Third Party Rights.** This Agreement shall not be construed to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of this Agreement, except for Client's affiliates, Interstate Power and Light Company and Wisconsin Power and Light Company.

**Section 12.12 Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns, and neither Party shall assign this Agreement without the written consent of the other Party, which consent may be unreasonably withheld, except that Client may assign this Agreement to an entity acquiring all or substantially all of Client's business assets or which by reason of a reorganization under a new name (other than a reorganization under U.S. Bankruptcy Law), merger, acquisition or otherwise assumes the legal position of Client and acquires all of the business interests of Client.

**Section 12.13 Relationship of the Parties.** In providing Services and Work Products under this Agreement, Consultant will be acting as Client's independent contractor. Consultant will not be Client's agent, employee, partner or representative. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purposes. Neither Party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as expressly set forth in this Agreement. Although Consultant's personnel may perform Services and provide Work Products pursuant to Client's general instructions, such personnel will at all times and for all purposes be deemed Consultant's employees or agents and not Client's employees or agents, just as Client's personnel will at all times and for all purposes be deemed Client's employees or agents and not Consultant's employees or agents. Consultant will be responsible for all contractual and other obligations that Consultant may have with its agents, for the payment of all wages and salaries payable to its employees, and for the cost of providing Consultant's employees with any fringe benefits to which they are entitled by reason of being employed by Consultant. Consultant will also be responsible for withholding payroll taxes from the wages and salaries paid to its employees and for paying all payroll taxes relating to their employment to government agencies.

**Section 12.14 Subcontractor.** Consultant may not use independent contractors to perform the Services, without the prior written or e-mail consent of Client, after review of such contractor's resume or CV. Consultant retains responsibility to Client for any Services performed by such subcontractors under this Agreement to the same extent as if such Services were performed directly by Consultant's employees.

**Section 12.15 Notices.** Any notice, request or other communication to be given by either Party hereunder shall be in writing and shall be either delivered in person or sent by (a) registered or certified mail, postage prepaid, with return receipt requested, (b) an overnight courier guaranteeing overnight delivery or (c) an electronic mail ("e-mail") transmission, if receipt is confirmed, to the address of the Party set forth at the beginning of this Agreement to the attention of its president or to such other address as any of the Parties may designate from time to time by notice to the other Parties. Notice shall be delivered on confirmation of receipt. In the case of Client, notices shall be sent to the attention of Travis Burdett, Assistant Utilities Director - Transmission, 1116 W North Front St, Grand Island, Nebraska 68801.

**Section 12.16 Electronic Signatures.** Each of the Parties may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity. [Comment: The title of this section isn't consistent with the body so we are unsure what you are trying to say. We are willing to exchange PDF's of signature pages, with hard copy to follow, if timing requires it, but we typically do not use coding in routine correspondence. I've indicated where e-mail is going to be acceptable and where formal written notice will be required so I would suggest just deleting it, unless you want to discuss PDF signature to precede hard copies in which case I would modify 12.8 above re: counterparts to include this concept.]

**Section 12.17 Additional Documents and Actions.** The Parties agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other

actions as may be necessary or desirable in order to consummate and expeditiously implement the transactions contemplated by this Agreement.

**Section 12.18 Recitals.** The above recitals are hereby incorporated and made a part of this Agreement as if fully set forth herein.

**IN WITNESS WHEREOF**, each Party has caused this Agreement to be executed by its authorized representative as of the date written below.

**Grand Island, Utilities**

**VOLKMANN CONSULTING, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Terry L. Volkmann \_\_\_\_\_

Title: \_\_\_\_\_

Title: President \_\_\_\_\_

Date: \_\_\_\_\_

Date: October 20, 2015 \_\_\_\_\_

**Exhibit A**  
**Statement of Work**

This Statement of Work (“SOW”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between VOLKMANN CONSULTING, INC. and ALLIANT ENERGY CORPORATE SERVICES, INC. as agent for Interstate Power and Light Company and Wisconsin Power and Light Company.

**1. Relationship to Agreement**

This SOW is subject to all the terms and conditions of the Consulting Services Agreement between Consultant and Company dated \_\_\_\_\_, 2010, and designated as AECS Contract No. \_\_\_\_ (“Agreement”).

**2. Services**

Consultant shall perform the following Services:

[insert description including deliverables expected and deadlines and any specifications, e.g., for reports, font, size, margins, footer such as "Alliant Energy Confidential" on each page, format of cover page, etc.]

**3. Fees, Expenses and Payment**

For the Services rendered under this SOW, Consultant shall be paid as follows:

[insert job titles or names and rates]

Reimbursement for expenses is limited to the following amount: \$ \_\_\_\_\_

Reimbursement for daily per diem expenses is limited to the following:

While in Madison, WI: \$

While in Cedar Rapids, IA: \$

**4. Personnel**

The personnel assigned to provide the services specified in this SOW follows:

[insert names and titles]

**5. Other Provisions**

[insert any additional terms]

This Statement of Work is executed by the Parties as of the date written above.

**ALLIANT ENERGY CORPORATE  
SERVICES, INC. as agent for  
Interstate Power and Light Company  
and Wisconsin Power and Light  
Company**

**VOLKMANN CONSULTING, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATEMENT OF WORK NO. 01**

This Statement of Work No. 01 (“SOW”) is submitted pursuant to the Consulting Services Agreement between Grand Island Utilities (“Client”) and Volkmann Consulting, INC. (“Consultant”), effective as of October 27, 2015 (the “Agreement”), which is incorporated herein by reference. Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in the Agreement. In the event of a conflict or ambiguity between any term of this SOW and the Agreement, the terms of the Agreement shall prevail.

**Description of Services and Approach:**

Task 1

*Determine current applicable NERC standards and requirements by evaluating new BES definition as it applies to GRIS and evaluating CIP Version 5 applicability.*

Task 2

*Evaluate current compliance and identify gaps and deficiencies.*

Task 3-4

*Assist GRIS with procedures and documentation to solidify compliance.  
Stay abreast of standards and compliance developments as they relate to GRIS*

Task 5

*Assist GRIS in compliance with new standards and requirements.*

Task 6

*Assist GRIS in Self Certifications, Spot Checks, and other requests.*

Task 7

*Assist GRIS with mitigation of any non-compliance findings.*

Task 8

*Assist GRIS when dealing with regulatory agencies.*

Activity	Hours	Cost	Trip	Cost
Task 1	3.00	\$450		
Task 2	56.00	\$8,400		
Task 3-4	29.00	\$4,350		
Task 5	36.00	\$5,400	2.00	\$3,600
Summary Report	12.00	1800.00		
Project management	8.00	1200.00		
Subtotal Hours	144.00	\$21,600		\$3,600
Subtotal Cost	\$25,200			

Months	Hours	Cost	Trip	Cost
Month 3-on-going	40.00	\$5,000	1.00	\$1,800
Month 4-on-going	40.00	\$5,000	1.00	\$1,800
Month 5-on-going	40.00	\$5,000	1.00	\$1,800
Month 6-on-going	40.00	\$5,000	1.00	\$1,800
Month 7-on-going	40.00	\$5,000	1.00	\$1,800
Month 8-on-going	40.00	\$5,000	1.00	\$1,800
Month 9-on-going	40.00	\$5,000	1.00	\$1,800
Month 10-on-going	40.00	\$5,000	1.00	\$1,800
Month 11-on-going	40.00	\$5,000	1.00	\$1,800
Month 12-on-going	40.00	\$5,000	1.00	\$1,800
Grand Total Hours	544.00	\$71,600		\$21,600
Grand Total Cost	\$93,200			

**Period of Performance:** From October 15, 2015 to until cancelled per either party under the term of the Agreement.

Consultant shall not be authorized to perform any work prior to or after the dates specified in this section and Client shall not be responsible for payment of any work performed prior to or after such dates, unless such dates are specifically mended by mutual written agreement between the parties.

**Key Employees:** Terry Volkmann and Peg Abbadini

**Pre-Existing Materials:** None

**Expected Deliverables:**

Task 1: Part of Task 2 report

Task 2: Risk Assessment Report

Task 3-4: Recommended documentation changes for identified standards

Task 5: Implementation Plans for identified future standards

Task 6-8: As determined by Client and Consultant

**Technical and Functional Specifications:** Current and future FERC approved NERC Reliability Standards for Registered Entities.

**Training, Support, and Costs:** As determined by the Client.

**Maintenance:** None

**Acceptance Standards:** None

**Licenses:** None

**Additional Services:** As agreed to by Consultant and Client and only through addendum to the contract.

**Total Dollar Value and Expenditure Limit:** These costs are not to exceed costs and the GRIS will be billed for only the time spent at a rate of \$150 per hour for Task 1 through 5 and \$125 per hour for all on-going work. Expenses will be a flat \$1800 per person per trip to Grand Island.

**Type of Contract and Payment Terms:** Consultant will invoice Client on a Monthly basis. Payment by Client will be due within one month of receiving invoice.

**Approved Incidental Travel Costs:** Unless otherwise set forth in this SOW, Client will reimburse Consultant for expenses at a flat rate of \$1800 per person per trip to Grand Island. For the on-going work, it is expected that only one of the Consultant will be on-site each month.

Accepted and agreed to:

Grand Island Utilities

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and agreed to:

Volkman Consulting, Inc.

By:  \_\_\_\_\_

Name: \_\_Terry L. Volkman\_\_

Title: \_\_President\_\_\_\_\_

Date: \_\_10-27-2015\_\_\_\_\_

RESOLUTION 2015-290

WHEREAS, after the northeast blackout of 2003, the federal government began the process of implementing reliability standards for electric utilities, and each utility was evaluated and given various designations based upon size and function; and

WHEREAS, beginning in 2007, the North American Electric Reliability Corporation (NERC) began governing compliance with all applicable standards; and

WHEREAS, the number of standards and requirements has significantly increased over the years; and

WHEREAS, staying abreast of the ever changing electric industry requires a time commitment that current employee levels can't sustain and the risk of significant penalties is always present in the event that compliance is not maintained; and

WHEREAS, in order to reduce those risks a Request for Proposal for NERC Compliance Consulting Services was issued; and

WHEREAS, two proposals were received by the September 15, 2015 deadline; and

WHEREAS, Utilities personnel evaluated both proposals and found Volkmann Consulting as the best proposal received; and

WHEREAS, the Legal Department has reviewed the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement for Compliance Consulting with Volkmann Consulting is approved, and the Mayor is hereby authorized to sign the agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 23, 2015	☐ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-11

**#2015-291 - Approving Bid Award for the Law Enforcement Center & Downtown Parking Lot Snow Removal Operations for the 2015/2016 Winter Season**

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director  
Steve Lamken, Police Chief

**Meeting:** October 27, 2015

**Subject:** Approving Bid Award for the Law Enforcement Center & Downtown Parking Lot Snow Removal Operations for the 2015/2016 Winter Season

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

## Background

On September 22, 2015 the Engineering Division of the Public Works Department advertised for proposals for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots for the 2015/2016 winter season, including equipment and labor.

The proposal solicitation, scheduled to be opened on October 1, 2015, was mailed to sixteen (16) potential proposers; with no proposals submitted.

## Discussion

The Engineering Division of the Public Works Department reached out to the companies currently performing snow removal in some capacity to the City; The Diamond Engineering Company and Rick's Lawn Care, both of Grand Island, Nebraska.

The Diamond Engineering Company reviewed the scope of work and declined to provide a quote, while Rick's Lawn Care did provide the following prices for the 2015/2016 winter season snow removal.

<i>Bidder</i>	<i>Equipment</i>	<i>Bid</i>
Rick's Lawn Care, Inc. of Grand Island, NE	Trucks for Hauling Snow	\$70.00 / load
	Tractor Loader w/ Box Blade	\$225.00 / hour
	Skid Steer Loader	\$175.00 / hour
	Tractor with Pull Blade	\$185.00 / hour

The Purchasing Division of the City Attorney's Office reviewed the proposal submitted and concurs with awarding a contract for such work.

City Staff is requesting the option to renew the agreement on an annual basis for a five (5) year period, at which time proposals will be solicited.

## **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 awarding the bid for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots to Rick's Lawn Care, Inc. of Grand Island, Nebraska and authorize the Mayor to execute a contract for the work.

## **Sample Motion**

Move to approve awarding the bid for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots to Rick's Lawn Care, Inc. of Grand Island, Nebraska.

RESOLUTION 2015-291

WHEREAS, the City Of Grand Island invited sealed proposals for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on the due date of submissions, October 1, 2015, none were submitted; and

WHEREAS, companies currently performing snow removal for the City were contacted; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska declined to provide a quote; and

WHEREAS, Rick’s Lawn Care, Inc. of Grand Island submitted a quote in accordance with terms of the original advertisement of the specifications and all other statutory requirements contained therein, such quote being as follows:

Trucks for Hauling Snow	\$ 70.00 per load
Tractor Loader w/ Box Blade	\$225.00 per hour
Skid Steer Loader	\$175.00 per hour
Tractor with Pull Blade	\$185.00 per hour

WHEREAS, the City will have the option to renew the contract on an annual basis for a five (5) year period, at which time proposals will be solicited.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rick’s Lawn Care, Inc. of Grand Island, Nebraska for snow removal operations in the amounts identified above is hereby approved as the responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal operations be entered into, and 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, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 23, 2015	☐ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-12

**#2015-292 - Approving Contract for Medical Director for the Grand Island Fire Department**

Staff Contact: Cory Schmidt, Fire Chief

# Council Agenda Memo

**From:** Cory Schmidt, Fire Chief

**Meeting:** October 27, 2015

**Subject:** Approval of Grand Island Fire Department's Medical Director's Contract

**Presenter(s):** Cory Schmidt, Fire Chief

## Background

Ambulance Services in Nebraska are allowed to do Advanced Medical Life Support under a Medical Doctor's License. The Doctor that allows his license to be delegated down to Emergency Medical Services is that service's Medical Director. The Medical Director is responsible for the quality of medical care provided by the Service's paramedics.

## Discussion

Dr. Michael McGahan has been the Medical Director for Grand Island Fire Department's Emergency Medical Services since 1998. After a Request for Proposal (RFP), Dr. McGahan has been chosen to be our Medical Director candidate again. His RFP price to continue as the Medical Director will be the same fee he has been paid for the past five years, \$23,000.00/year. We request you approve the 5 year contract with Dr. McGahan to be our Medical Director, so we can continue the high level of care the citizens of Grand Island have come to expect.

## 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 Grand Island Fire Department's Medical Director's Contract with Dr. Michael McGahan.

## **Sample Motion**

Move to approve the Grand Island Fire Department's Medical Director's Contract with Dr. Michael McGahan.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
MEDICAL DIRECTOR FOR THE FIRE DEPARTMENT**

**RFP DUE DATE:** September 30, 2015 at 4:00 p.m.  
**DEPARTMENT:** Fire  
**PUBLICATION DATE:** September 15, 2015  
**NO. POTENTIAL BIDDERS:** 3

**SUMMARY OF PROPOSALS RECEIVED**

**Michael McGahan, MD**  
Grand Island, NE

cc: Cory Schmidt, Fire Chief  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Russ Blackburn, Division Chief  
William Clingman, Interim Finance Director  
Chris Hoffman, Fire Admin. Assist.

**P1837**

## MEDICAL DIRECTOR CONTRACT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Michael McGahan M.D., ("Director") and THE CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation ("Client").

1. SERVICES. Director agrees to perform for Client the medical director services listed in the Duties and Responsibilities as set forth in Exhibit A attached hereto and approved by both Client and Director. Such services are hereafter referred to as "services". Client agrees that Director shall have ready access to Client's staff and resources as necessary to perform the Network's services provided for by this contract.

2. RATE OF PAYMENT FOR SERVICES. Client agrees to pay Director for medical director services in the amount of Twenty Three Thousand Dollars (\$23,000.00) for the year of service.

3. CONFIDENTIAL INFORMATION. Each party shall hold in trust for the other party and shall not disclose to any nonparty to the agreement any confidential information of such other party. Confidential information is information which, relates to such other party's quality assurance program. Director further acknowledges that during the performance of this contract, Director may learn about or receive confidential Client information and Director hereby confirms that all such information relating to the Client will be kept confidential by the Director except to the extent that such information is required to be divulged to the Director's clerical or support staff of associates in order to enable Director to perform Director's contract obligations.

4. TERM. The agreement will cover the current budget year which begins October 1, 2015 and end September 30, 2016. This agreement will automatically renew for a one (1) year period on October 1, 2016, October 1, 2017, October 1, 2018, and October 1, 2019 upon adequate budget funding and spending authority being granted by the Grand Island City Council.

5. TERMINATION OF AGREEMENT. Director's services hereunder can be terminated or cancelled prior to completion of the term of this agreement upon either party providing the other within ninety (90) days written notice. In the event of termination all fees shall be prorated to the actual time served as the Director.

6. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF the parties have signed and agreed to this "Agreement" as of the day and year first written above.

ATTEST: CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation, Client

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Jeremy Jensen, Mayor

Michael McGahan, M.D.  
Director

\_\_\_\_\_  
Michael McGahan, M.D.

This contract is in due form according to law and is hereby approved.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

## EXHIBIT A

The responsibility of the Director will include, but not be limited to, the following medical director services:

- 1) Ensure quality patient care
- 2) Serve as patient advocate
- 3) Set and ensure compliance with patient care standards, including communication standards and medical protocols
- 4) Provide direction and authorization for the development and revision of system-wide protocols, policies, and procedures for all patient care activities from dispatch through triage, treatment, and transport
- 5) Develop and implement the process for the provision of direct medical oversight
- 6) Establish the appropriateness of initial qualifications of pre-hospital personnel involved in patient care and emergency medical dispatch
- 7) Ensure that the qualifications of pre-hospital personnel involved in patient care and emergency medical dispatch are maintained
- 8) Provide direction for effective quality improvement programs for continuous system and patient care improvement
- 9) Maintain liaison with the medical community, including but not limited to hospitals, emergency departments, physicians, pre-hospital providers, and nurses
- 10) Interact with regional, state, and local EMS authorities to ensure that standards, needs, and requirements are met and resources are optimized
- 11) Participate in planning activities such as mutual aid, disaster planning and management, and hazardous materials response
- 12) Promote public education consistent with system goals
- 13) Maintain knowledge levels appropriate for an EMS medical director through continued education
- 14) Direct and Indirect Medical Oversight. Medical directors may provide direct and indirect (on-line and off-line) medical oversight.
- 15) During direct medical oversight, the medical director (or designee) should provide voice or other real-time communication to the practitioner.
- 16) Indirect medical oversight includes prospective medical oversight and retrospective medical evaluation.\
- 17) Prospective methods may include participating in the training, testing, and certification of providers: protocol development, operational policy and procedures development, and legislative activities.
- 18) Retrospective activities should include participation in medical audit and review of care.
- 19) Various aspects of prospective and retrospective medical oversight can be handled by committees functioning under the medical director with representation from appropriate medical and EMS personnel.

The medical director will oversee all aspects of the paramedical operation. All paramedics will operate under his/her license and, therefore, must function under protocols developed and approved by the medical director.

It will be the responsibility of the Grand Island Fire Department to assure and keep documentation on file to verify all personnel meet state required mandates. This includes certification records, continuing education documents and any other records required by the state. The notice could be waived if both parties agree.

And the following department physician services:

1. Understand the physiological, psychological, and environmental demands placed on fire fighters
2. Evaluate fire department candidates, members, and member's returning from 30 days continuous leave for injury or illness, to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations
  - o A maximum of 68 members' physicals without additional charges.
  - o Physicals above the maximum number shall be paid at \$100 per physical.
3. Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification
4. Identify and report the presence of disqualifying medical conditions if present in candidates
5. Inform the fire chief or his/her designee, in writing, whether or not the candidate or current member is medically certified to safely perform the essential job tasks
6. Report the results of the medical evaluation to the candidate or current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the candidate or current member is medically certified to safely perform the essential job tasks
7. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to candidates or current members who were instructed to see (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation
8. Review results of the annual Fit for Duty testing.
9. Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid a member's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
10. When medical evaluations are conducted by a physician or medical provider other than the fire department physician, the evaluation shall be reviewed and approved by the fire department physician.
11. The fire department physician shall review individual medical evaluations and aggregate data from member evaluations in order to detect evidence of occupational exposure(s) or clusters of occupational disease.

12. The fire department physician shall provide medical supervision for the fire department safety committee, fire department fitness committee, and return-to-duty rehabilitation.
13. The fire department physician shall provide supervision for the fire department infection control program.

### **Components of the Annual Occupational Medical Evaluation of Members**

Components below may be included in the baseline and annual occupational medical evaluations of members as determined by the Physician and the Fire Chief.

It shall be acceptable for certain components of the annual occupational medical evaluation to be performed by a member's private physician or other entities, provided full results are forwarded in the required time frame to the fire department physician.

Yearly medical evaluation shall include a medical history (including exposure history), physical examination, and blood test.

Medical evaluation *may* also include, at the Department Physician's and Fire Chief's discretion, urinalysis, vision tests, audiograms, spirometry, chest x-ray, electrocardiogram, cancer screening, and immunizations and infectious disease screening. The cost of lab tests will be paid for by the Fire Department, and are not covered in this contract.

Tests for illegal drugs shall not be performed as part of the annual medical evaluation.

#### 1) Medical History:

- a) A medical history questionnaire shall be completed by each member to provide baseline information with which to compare future medical concerns.
  - i) An annual medical history questionnaire, which includes changes in health status and known occupational exposures since the previous annual evaluation, shall be completed by each member to provide follow-up information.
  - ii) Information on the questionnaire and interval concerns shall be reviewed with each member by the fire department physician or designated medical evaluator.

#### 2) Physical Examination:

- a) Vital signs
- b) Head, eyes, ears, nose, and throat (HEENT)
- c) Neck
- d) Cardiovascular
- e) Pulmonary
- f) Breast
- g) Gastrointestinal (includes rectal exam for mass, occult blood)
- h) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
- i) Hernia

- j) Lymph nodes
  - k) Neurological
  - l) Musculoskeletal
  - m) Skin (includes screening for cancers)
  - n) Vision
- 3) Ancillary Tests
- a) Blood Tests
    - i) CBC with differential, RBC indices and morphology, and platelet count
    - ii) Electrolytes (Na, K, Cl, HCO<sub>3</sub>, or CO<sub>2</sub>)
    - iii) Renal function (BUN, creatinine)
    - iv) Glucose
    - v) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
    - vi) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
    - vii) Prostate specific antigen (PSA) after age 40 for positive family history, if African American, or if otherwise clinically indicated; after age 50 for all other male members
- 4) Urine Laboratory Tests:
- a) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
  - b) Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
  - c) Analysis for occupational chemical exposure if indicated
- 5) Audiology:
- a) Hearing thresholds may be assessed in each ear at each of the following frequencies:
    - i) 500 Hz
    - ii) 1000 Hz
    - iii) 2000 Hz
    - iv) 3000 Hz
    - v) 4000 Hz
    - vi) 6000 Hz
    - vii) 8000 Hz
  - b) The fire department physician or other qualified medical evaluator shall compare audiogram results obtained with past results.
  - c) Standard threshold shifts shall be corrected for age as permitted by OSHA.
- 6) Spirometry:
- a) Pulmonary function testing (spirometry) may be conducted to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV<sub>1</sub>), and the FEV<sub>1</sub>/FVC ratio.

- b) The fire department physician or other qualified medical evaluator shall compare spirometry results obtained during prior tests.
  - c) Results shall be corrected according to American Thoracic Society (ATS) guidelines and normative equations found in Knudson et al. (1983) and the American College of Occupational and Environmental Medicine (2000). (See D.2.4.)
- 7) Chest Radiographs:
- a) Chest x-rays may be taken as medically indicated.
  - b) The fire department physician or other qualified medical evaluator shall compare any chest radiographs with prior radiographs.
- 8) Electrocardiograms (EKG):
- a) A resting EKG may be performed as part of the medical evaluation.
  - b) The fire department physician or other qualified medical evaluator shall compare EKGs obtained during evaluations with prior EKGs.
  - c) Stress EKG with or without echocardiography or radionuclide scanning shall be performed as clinically indicated by history or symptoms.
- 9) Mammography:
- a) Mammography may be performed annually on each female member over the age of 40.
  - b) A qualified radiologist shall compare mammograms to prior mammograms.
  - c) The fire department physician shall compare mammography reports to prior reports.
- 10) Immunizations and Infectious Disease Screening:
- i) Tuberculosis screen (PPD) — annually or more frequently according to CDC guidelines unless member has a history of positive PPD, in which case CDC guidelines for management and subsequent chest radiographic surveillance shall be followed
  - ii) Hepatitis C virus screen — baseline and following occupational exposure
  - iii) Hepatitis B virus vaccinations and titers — as specified in CDC guidelines
  - iv) Tetanus/diphtheria vaccine — booster every 10 years
  - v) Measles, mumps, rubella vaccine (MMR) — one dose of MMR vaccine to members born after 1957 without prior immunization and/or evidence of immunity as outlined in Morbidity and Mortality Weekly Report 47(1998):1–57
  - vi) Polio vaccine — A single booster of IPV for members traveling to endemic areas in the line of duty, or as outlined in Morbidity and Mortality Weekly Report 49(2000):1–22
  - vii) Hepatitis A vaccine — offered to high-risk (HazMat, USAR, and SCUBA team members) and other personnel with frequent or expected exposures to contaminated water
  - viii) Varicella vaccine — offered to all non-immune personnel
  - ix) Influenza vaccine — offered to all personnel annually

- x) HIV screening — available to all personnel
  - b) Pre-screening and immunization against biological threat agents shall be made available to members following CDC guidelines or recommendations.
  - c) All members shall be immunized against infectious diseases as required by the AHJ and by 29 CFR 1910.1030.
  - d) The fire department physician shall ensure that all members are offered currently recommended immunizations.
- 11) Post-Exposure Bloodborne Pathogen Testing:
- a) Physicians who care for members shall follow current CDC recommendations for post-exposure prophylaxis (PEP) for bloodborne pathogen (BBP) exposures.
  - b) There shall be a written protocol for members who present with BBP exposures.
- 12) HIV Testing:
- a) HIV testing shall be offered on a confidential basis as part of post-exposure protocols and as requested by the fire department physician or member.
  - b) All results from HIV tests shall be provided directly to the member and shall be maintained by the physician as confidential documents.
  - c) Results from HIV tests shall not be forwarded to any local, state, provincial, national, or international authorities or databases unless mandated by public health statutes.
- 13) Heavy Metal Evaluation:
- a) Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
  - b) Evaluations shall be performed following known exposures, for recurrent exposures, or where required under federal, state, or provincial regulations.
- 14) Colon Cancer Screening:
- a) Fecal occult blood testing shall be provided to all members above the age of 40 or earlier if clinically indicated.
  - b) Screening colonoscopy services shall be recommended to all members above the age of 50 or earlier if clinically indicated.

### **Payment Schedule**

Two equal installments payable in January and September, upon receipt of Director's notice request for payment.

RESOLUTION 2015-292

WHEREAS, Grand Island Fire Department provides Advanced Life Support services and is required by state law to have a Medical Directors license to work under to provide those services; and

WHEREAS, Dr. Michael McGahan has been and with approval of this contract will continue to be the Medical director for the Grand Island Fire Department for 5 more years; and

WHEREAS, such agreements have been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between Dr. Michael McGahan and the City of Grand Island Fire Department to provide Medical Director services is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 23, 2015	☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-13

**#2015-293 - Approving Purchase of New Portable Radios for the Grand Island Fire Department**

Staff Contact: Cory Schmidt, Fire Chief

# Council Agenda Memo

**From:** Fire Chief Cory Schmidt  
**Meeting:** October 27, 2015  
**Subject:** Purchase of New Portable Radios  
**Presenter(s):** Fire Chief Cory Schmidt

## Background

The Fire Department purchased portable radios for a third of the department last budget year. The remaining two thirds of the portable radios that are currently in use were purchased in 2007. They are Motorola XPR 6550s and have been good radios and survived 8 years of use during firefighting and emergency calls. However, they have reached the end of their useful life span. As a result they have become less than reliable during firefighting and other type of emergency calls, and costly to maintain.

## Discussion

The radios the Grand Island Fire Department would like to purchase are Motorola XPR7550 portable radios from Platte Valley Communications utilizing Nebraska State Bid. They are digital signal capable and intrinsically safe, will not be a source of ignition if the user is in a flammable atmosphere. Although currently our dispatch center is not digital signal capable it is the next step in technology for radios. They will work with the analog systems in the area and that other departments use. We will be able to use the digital signal on our 'fireground' frequency that we use during structure fires and larger incidents. The digital system should give us clearer, easier to understand radio traffic and slightly greater range, over analog radios. The new radios will also reduce the maintenance costs of the current older radios and will have a two year warranty. The total for the purchase of 76 radios is Nebraska State Bid of \$94,578.20 (\$1244.45/ radio). Due to budget restraints, the purchase of radios was planned to take place over three consecutive budget years. This request covers the second year and consists of 25 radios at a cost of \$31,111.25. The radios will be issued to full time personnel. We hope to purchase the final phase of radios in next year's budget. At that point, all portable radios will have been replaced. \$31,500 was budgeting for radio replacement in budget 2015-16.

## **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 25 Motorola XPR7550 portable radios for the Grand Island Fire Department at the cost of \$31,111.25 from Platte Valley Communications of Grand Island, Nebraska utilizing Nebraska State Bid.

## **Sample Motion**

Move to approve the purchase of 25 Motorola XPR7550 portable radios for the Grand Island Fire Department at the cost of \$31,111.25 from Platte Valley Communications of Grand Island, Nebraska.

RESOLUTION 2015-293

WHEREAS, the Grand Island Fire Departments oldest portable radios have been used for the past eight years and served the department well; and

WHEREAS, the radios have now become expensive to maintain and their reliability and safety are in question; and

WHEREAS, replacing the radios will decrease the maintenance cost, and increase safety of firefighter, while improving communications and range of transmission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the purchase of 25 Motorola XPR7550 portable radios for the Grand Island Fire Department at the cost of \$31,111.25 from Platte Valley Communication of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 23, 2015	☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-14

### **#2015-294 - Approving Purchase of Opticom Traffic Signal Controllers**

Staff Contact: Cory Schmidt, Fire Chief

# Council Agenda Memo

**From:** Fire Chief Cory Schmidt  
**Meeting:** October 27, 2015  
**Subject:** Purchase of Opticom Traffic Signal Controllers  
**Presenter(s):** Fire Chief Cory Schmidt

## Background

The Grand Island Fire Department responds to approximately 5000 emergency calls per year. Responding to emergencies is often very dangerous to not only the fire department personnel but also citizens on or near the public streets. Nationwide many vehicle accidents have involved first responders at or near intersections controlled by traffic signals.

## Discussion

The Grand Island Fire Department seeks to purchase three Opticom traffic signal control units for their emergency vehicles. The Opticom units utilize a radio signal and GPS technology to control traffic signal lights to stop the flow of traffic in all directions except the direction the emergency vehicle is traveling towards. This system can also determine if two emergency vehicles are approaching the same intersection which vehicle is closer. The Opticom unit gives the closest vehicle a green light which will reduce the likelihood of vehicle accidents involving two emergency vehicles from occurring. Each unit costs \$3,157.00 for a total of \$9,471.00. The fire department requested \$11,000 in its capital budget for these units. The fire department considers Opticom and its vendor Mid America Signal a single source vendor due to the interoperability needed for the traffic signals currently being installed by the Grand Island Street Department.

## 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 purchase of three Opticom traffic signal control units from Mid America Signal of Kansas City, Kansas for \$9,471.00.

## **Sample Motion**

Move to approve the purchase of three Opticom traffic signal controllers from Mid America Signal of Kansas City, Kansas at a cost of \$9,471.00.

RESOLUTION 2015-294

WHEREAS, the Grand Island Fire Department responds to numerous emergency calls each year; and

WHEREAS, responding on calls has an inherent risk to not only emergency responders but also citizens on or near the public streets; and

WHEREAS, Opticom traffic signal control units will make responding to emergencies safer by controller traffic signals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of three Opticom traffic signal controllers at the cost of \$9,471.00 from Mid America Signal of Kansas City, Kansas.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
October 23, 2015        ✕ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-15

**#2015-295 - Approving Change Order No. 1 - Sterling Park Site  
Development - 2015**

Staff Contact: Todd McCoy, Parks & Recreation Director

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** October 27, 2015

**Subject:** Change Order No. 1 – Sterling Park Site Development - 2015 for Sterling Estates Park

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

In 2008 the City of Grand Island purchased a 6.8 acre parcel of land located within the Sterling Estates development site in the northwestern area of Grand Island for designation for a future park.

On July 28, 2015 City Council awarded Resolution 2015-196 for the construction of the first phase of sidewalk and trail in the park to Diamond Engineering of Grand Island, Nebraska.

## Discussion

Parks staff, contractor, and engineer recommend the following changes to the scope of the project.

1. Two polycast trench drains to be substituted for cast iron drains for savings.  
**(\$4,172.00) Deduct**

The project is funded by the Sterling Estates Park Development Capital Account 40044450-90029.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve Change Order No. 1 – Sterling Park Site Development - 2015 for Sterling Estates Park in the amount of (\$4,172.00). Doing so will reduce the total amount of the contract to Diamond Engineering to \$88,514.63.

## **Sample Motion**

Move to approve Change Order No. 1 to Diamond Engineering Co. of Grand Island, Nebraska for Sterling Park Site Development – 2015 for Sterling Estates Park.



Working Together for a Better Tomorrow, Today.

CHANGE ORDER #1

TO: Diamond Engineering Co.
PO Box 1327
Grand Island, NE 68801

PROJECT: Sterling Park Site Development - 2015 for Sterling Estates Park

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

- 1. Substitute two polycast trench drains instead of cast iron decrease \$-4,172.00

Table with 2 columns: Description and Amount. Rows include: The original Contract Sum (\$ 92,686.63), Previous Change Order Amount (\$ 0.00), The Contract Sum is decreased by this Change Order (\$ -4,172.00), and The total modified Contract Sum to date (\$ 88,514.63).

The Contract Time is unchanged.

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 herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By \_\_\_\_\_ Date \_\_\_\_\_
Mayor

Attest \_\_\_\_\_

Approved as to Form, City Attorney

ACCEPTED: Diamond Engineering Co.

By \_\_\_\_\_ Date \_\_\_\_\_

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2015-295

WHEREAS, on July 28, 2015 by Resolution 2015-196, the City Council of the City of Grand Island awarded Diamond Engineering Co. of Grand Island, Nebraska, the bid in the amount of \$92,686.63, for the Sterling Park Site Development – 2015 for Sterling Estates Park; and

WHEREAS, it has been determined that changing out the cast iron trench drain to polycast trench drains would be a cost saving to said project; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will decrease the contract amount by \$4,172.00 for a revised contract price of \$88,514.63.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Diamond Engineering Co. of Grand Island, Nebraska to provide the modifications set out as follows:

Substitute two polycast trench drains instead of cast iron .....\$-4,172.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☒ \_\_\_\_\_  
October 23, 2015        ☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item G-16

**#2015-296 - Approving Change Order No. 1 - Sterling Park Site Development - 2015 - Phase Two of Concrete Trail Construction**

Staff Contact: Todd McCoy, Parks & Recreation Director

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** October 27, 2015

**Subject:** Change Order No. 1 – Sterling Park Site Development - 2015 - Phase Two of Concrete Trail Construction for Sterling Estates Park

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

In 2008 the City of Grand Island purchased a 6.8 acre parcel of land located within the Sterling Estates development site in the northwestern area of Grand Island for designation for a future park.

On September 8, 2015 City Council awarded Resolution 2015-242 for the construction of the second phase of sidewalk and trail in the park to Diamond Engineering of Grand Island, Nebraska.

## Discussion

Parks staff, contractor, and engineer recommend the following changes to the scope of the project.

1. Installation of silt fencing for erosion control to protect area inlets was omitted from the bid specifications.  
**\$1,150.00 Add**

The project is funded by the Sterling Estates Park Development Capital Account 40044450-90029.

## Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve Change Order No. 1 – Sterling Park Site Development - 2015 - Phase Two of Concrete Trail Construction for the Sterling Estates Park development site in the amount of \$1,150.00. Doing so will increase the total amount of the contract to Diamond Engineering to \$49,257.00.

### **Sample Motion**

Move to approve Change Order No. 1 to Diamond Engineering Co. of Grand Island, Nebraska for Sterling Park Site Development - 2015 - Phase Two of Concrete Trail for Sterling Estates Park.



Working Together for a Better Tomorrow, Today.

CHANGE ORDER #1

TO: Diamond Engineering Co.
PO Box 1327
Grand Island, NE 68801

PROJECT: Sterling Park Site Development – 2015 – Phase Two of Concrete Trail Construction for Sterling Estates Park

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

- 1. Installation of silt fencing for erosion control to protect area inlets increase \$1,150.00

Summary table with 2 columns: Description and Amount. Rows include: The original Contract Sum (\$ 48,107.00), Previous Change Order Amount (\$ 0.00), The Contract Sum is increased by this Change Order (\$ 1,150.00), The total modified Contract Sum to date (\$ 49,257.00), and The Contract Time is unchanged.

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 herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By \_\_\_\_\_ Date \_\_\_\_\_
Mayor

Attest \_\_\_\_\_

Approved as to Form, City Attorney

ACCEPTED: Diamond Engineering Co.

By \_\_\_\_\_ Date \_\_\_\_\_

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2015-296

WHEREAS, on September 8, 2015 by Resolution 2015-242, the City Council of the City of Grand Island awarded Diamond Engineering Co. of Grand Island, Nebraska, the bid in the amount of \$48,107.00, for the Sterling Park Site Development – 2015 – Phase Two of Concrete Trail Construction for Sterling Estates Park; and

WHEREAS, it has been determined that the installation of a silt fencing for erosion control to protect area inlets was omitted from the bid specifications; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$1,150.00 for a revised contract price of \$49,257.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Diamond Engineering Co. of Grand Island, Nebraska to provide the modifications set out as follows:

Installation of silt fencing for erosion control to protect area inlets .....\$1,150.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☒ \_\_\_\_\_  
October 23, 2015        ☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item H-1

**Consideration of Request from Hooker Brothers Construction Company for a Renewal of Conditional Use Permit for a Sand and Gravel Operation located at 501 Gunbarrel Road**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item I-1

**#2015-297 - Consideration of Approving a New Olympic Bunker Trap Range Venue at the Heartland Public Shooting Park**

Staff Contact: Todd McCoy, Parks & Recreation Director

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** October 27, 2015

**Subject:** Consideration of Olympic Bunker Trap Range Improvement to be donated at the Heartland Public Shooting Park

**Presenter(s):** Todd McCoy, Parks and Recreation Director

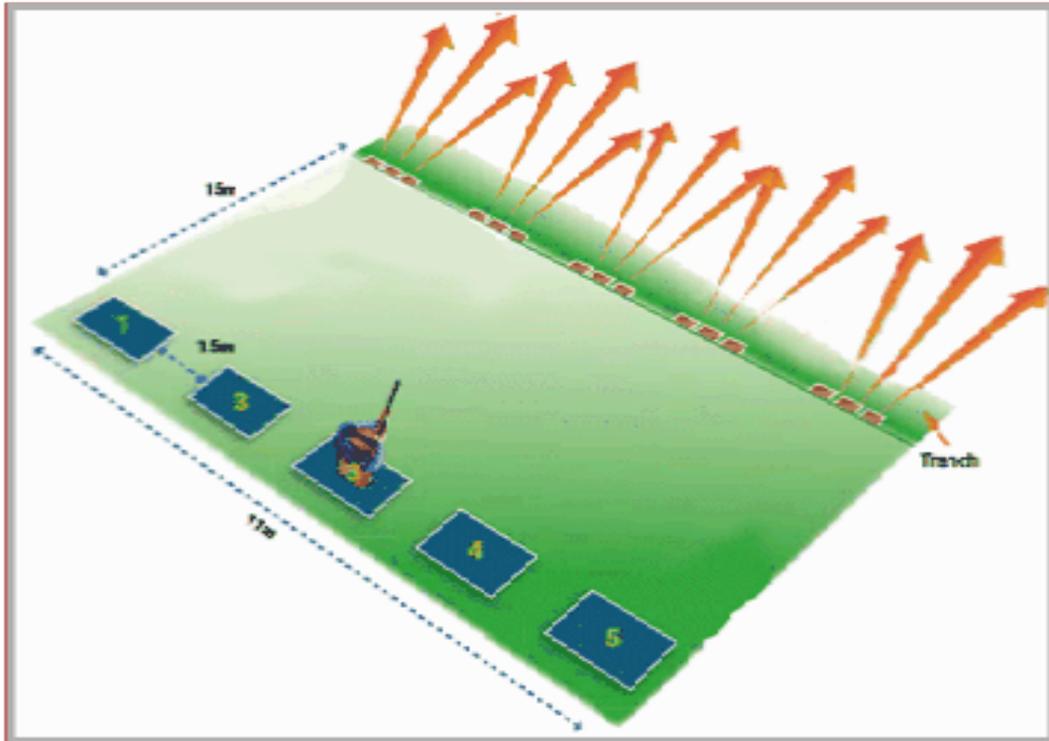
## Background

The Heartland Public Shooting Park (HPSP) consists of 420 acres of land just west of Grand Island. Currently the facility includes six skeet ranges, eight trap fields, a fifteen plus station sporting clays course, rifle and pistol ranges, 3-D archery, a seven acre lake, and a RV campground. The facility has been developed with a combination of City and private funds. HPSP has become regionally and nationally recognized as one of the premier shooting sports facilities in the country.

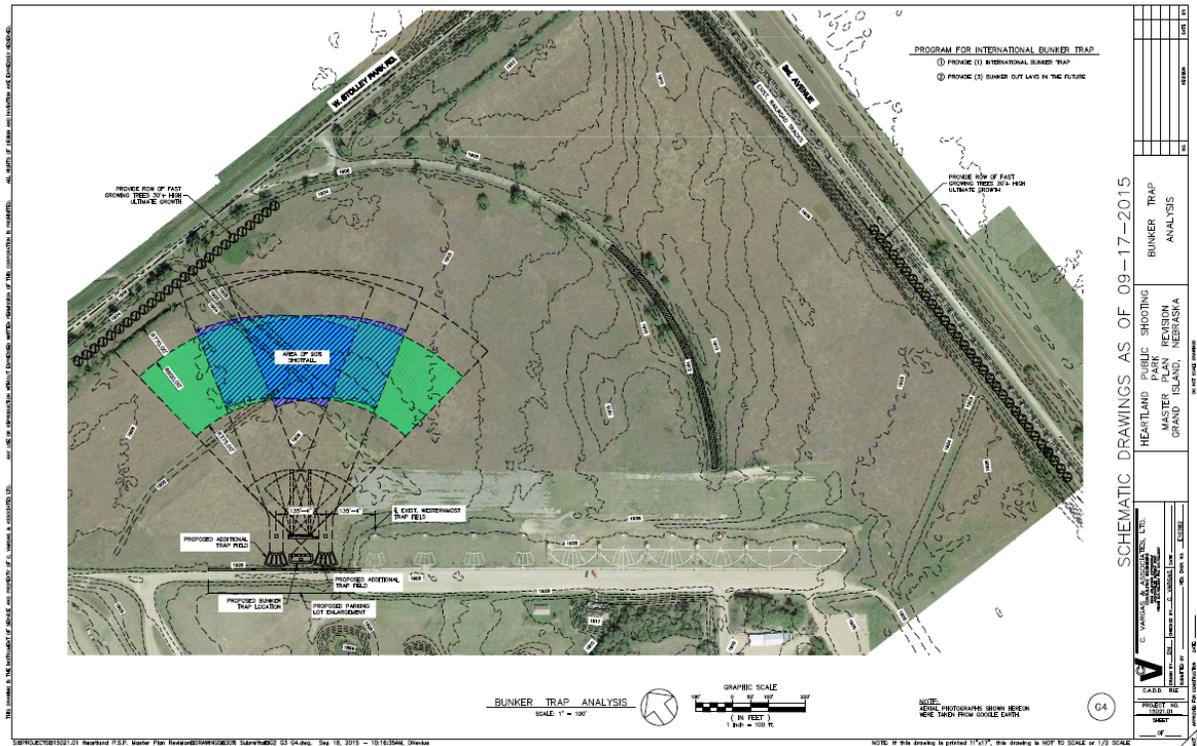
## Discussion

The Grand Island Skeet and Sporting Clays Club, Inc. recently approached the City with the idea of adding a new Olympic Bunker Trap venue at HPSP. GI Skeet and Sporting Clays Club propose to raise all the funds necessary to build the estimated \$270,000 improvement.

Olympic Bunker Trap is a discipline where a squad of five shooters take-aim at clay targets from fifteen machines. Targets are thrown away from the shooter at a height of 1.5 - 3.5 meters. Targets reach a 76 meter distance and can be thrown up to 90 mph. Bunker trap is no doubt challenging and competitive. Shotgun sports participants are prime users, but all can participate in this unique activity. There are less than 45 known bunker traps currently operating in the United States. The closest bunker traps to Grand Island are Coon Rapids, Iowa; Wichita, Kansas; and Kansas City, Kansas.



Because available infrastructure will be developed with the project, Grand Island Skeet and Sporting Clays Club proposes to build two additional trap ranges in addition to the bunker. Preliminary site master planning completed by the original HPSP design firm shows the new range just west of the existing trap ranges.



Although the improvement is funded privately, the City will have final approval of design and equipment prior to installation. Upon completion of the project the City will be responsible for maintaining the improvement. City staff will be responsible for servicing the equipment and operational expenses such as electrical for the bunker trap as it does the other venues at HPSP. At this time no additional FTE's are requested to support the additional range. It is very likely additional FTE requests may come forward in future City budgets as the bunker trap attracts additional events and to support the overall continued growth of the park.

## 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 City Council approve the resolution authorizing an Olympic Trap Bunker Range to be constructed at the Heartland Public Shooting Park with donated funds provided by the Grand Island Skeet and Sporting Clays Club, Inc.

## **Sample Motion**

Move to approve the resolution authorizing an Olympic Trap Bunker Range to be constructed at the Heartland Public Shooting Park with donated funds provided by the Grand Island Skeet and Sporting Clays Club, Inc.

RESOLUTION 2015-297

WHEREAS, the Heartland Public Shooting Park is owned and operated by the City; and

WHEREAS, the Grand Island Skeet and Sporting Clays Club approached the City with the idea of adding a new Olympic Bunker Trap Range venue at the Heartland Public Shooting Park; and

WHEREAS, the Grand Island Skeet and Sporting Clays Club proposes to raise all funds necessary to build the estimated \$270,000.00 improvement; and

WHEREAS, the City will be responsible for the management and operation of the proposed improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that they approve the construction of the Olympic Trap Bunker Range venue at the Heartland Public Shooting Park with donated funds provided by the Grand Island Skeet and Sporting Clays Club.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 23, 2015	☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2015

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of October 24, 2015 through October 27, 2015**

*The Claims for the period of October 24, 2015 through October 27, 2015 for a total amount of \$6,600,084.58. A MOTION is in order.*

Staff Contact: William Clingman