
City of Grand Island



Tuesday, September 27, 2011

Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Jack Gillam, Trinity Lutheran Church, 212 West 12th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item C1

Recognition of Dale Hilderbrand, Police Sergeant with the Grand Island Police Department for 20 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Sergeant Dale Hilderbrand with the Police Department for 25 years of service with the City of Grand Island. Sgt. Hilderbrand was hired on September 16, 1991 as a Police Officer and was promoted to Police Sergeant on September 27, 1999. We congratulate Sgt. Hilderbrand for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Vavricek

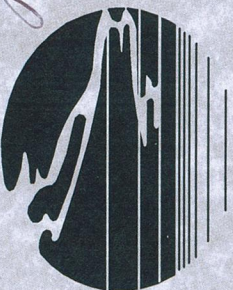
Sincerely Yours Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

DALE HILDERBRAND

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With

City of
GRAND



ISLAND

Department Director

Steve Joseph

Mayor

Greg VanB

Date

9/19/11

Date

8-22-11



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item C2

Recognition of Fred Schritt for Donation for New Police Service Dog

The Mayor and City Council will recognize Fred Schritt for his generous donation of \$5,000 to the Police Department used to purchase a new K-9 police service dog. Noa, a 3-year-old female Dutch shepherd was purchased to replace Adam who was struck and killed in June by a motor vehicle. Officer Ryan Rathbun is Noa's handler. The City of Grand Island thanks Mr. Schritt for his donation.

Staff Contact: Mayor Vavricek

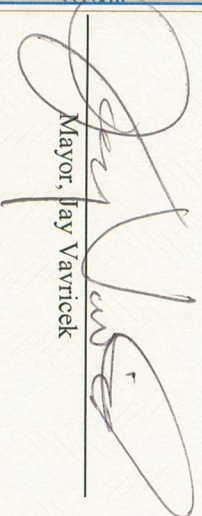


Certificate of Appreciation

Awarded to:

Fred Schritt

for your generous donation of \$5,000 used to purchase "Noa" the new
police service dog.



Mayor, Jay Vavricek



City Clerk, Ra'Nae Edwards





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item C3

Recognition of Bud Jeffries for Service on the Hall County Board of Supervisors

The Mayor and City Council will recognize Bud Jeffries for his outstanding service and dedication to the people of Grand Island and Hall County. Mr. Jeffries service on the Hall County Board of Supervisors will be greatly missed.

Staff Contact: Mayor Vavricek

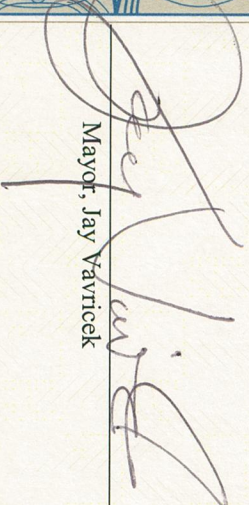


Certificate of Recognition

Awarded to

“Bud Jeffries”

for your outstanding service and dedication on the Hall County Board of Supervisors
and to the people of Grand Island and Hall County.



Mayor, Jay Vavricek





City Clerk, RaNae Edwards



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item C4

Recognition of the Edgar and Frances Reynolds Foundation for Donation of the Flooring at the Fieldhouse

The Mayor and City Council will acknowledge the donation from the Edgar and Frances Reynolds Foundation for their \$35,000 donation used for the floor covering at the Community Fieldhouse. This financial assistance allowed the City to complete the facility with appropriate flooring to serve a wide range of recreational activities. The City of Grand Island thanks the Edgar Reynolds Foundation for their donation.

Staff Contact: Mayor Vavricek

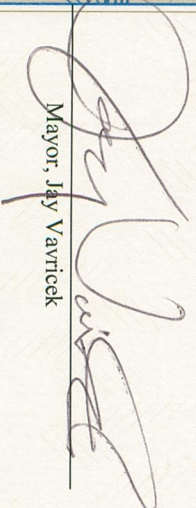


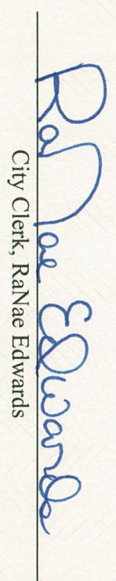
Certificate of Appreciation

Awarded to:

“Edgar and Frances Reynolds
Foundation”

for your generous donation of \$35,000 used for floor covering at the Grand Island
Community Fieldhouse.


Mayor, Jay Vavricek


City Clerk, RaeNae Edwards





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item C5

Recognition of the Fred and Amanda Glade Foundation for Donation of the Indoor Playground Equipment at the Fieldhouse

The Mayor and City Council will acknowledge the donation from the Fred and Amanda Glade Foundation for their \$15,000 donation for the indoor playground equipment at the Community Fieldhouse. The City of Grand Island thanks the Glade Foundation for their donation.

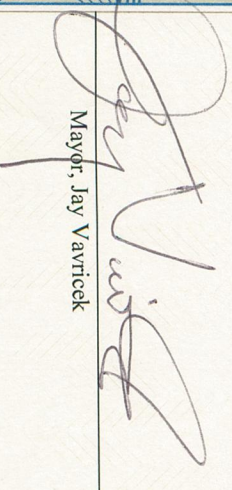
Staff Contact: Mayor Vavricek



Certificate of Appreciation

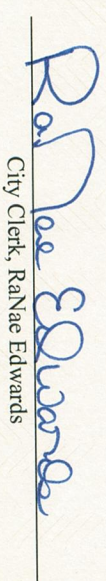
Awarded to:

“Fred and Amanda Glade Foundation”
for your generous donation of \$15,000 used to purchase indoor playground
equipment at the Grand Island Community Fieldhouse.



Mayor, Jay Vavricek





City Clerk, RaNaë Edwards



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E1

**Public Hearing Concerning Acquisition of Utility Easement - 502
East Capital Avenue - Iglesia De Dios Eben-Ezer**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 27, 2011

Subject: Acquisition of Utility Easement – Part of Section 4-11-9
(502 East Capital Avenue) - Iglesia De Dios Eben-Ezer

Item #'s: E-1 & G-7

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 Iglesia De Dios Eben-Ezer, located at the Southeast corner of 502 East Capital Avenue, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Iglesia De Dios Eben-Ezer Church is constructing a new worship center at 502 East Capital Avenue. The building will require new electrical service. This easement will be used to provide a location for the primary cable, conduit, and pad-mounted transformer to provide that service.

Alternatives

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

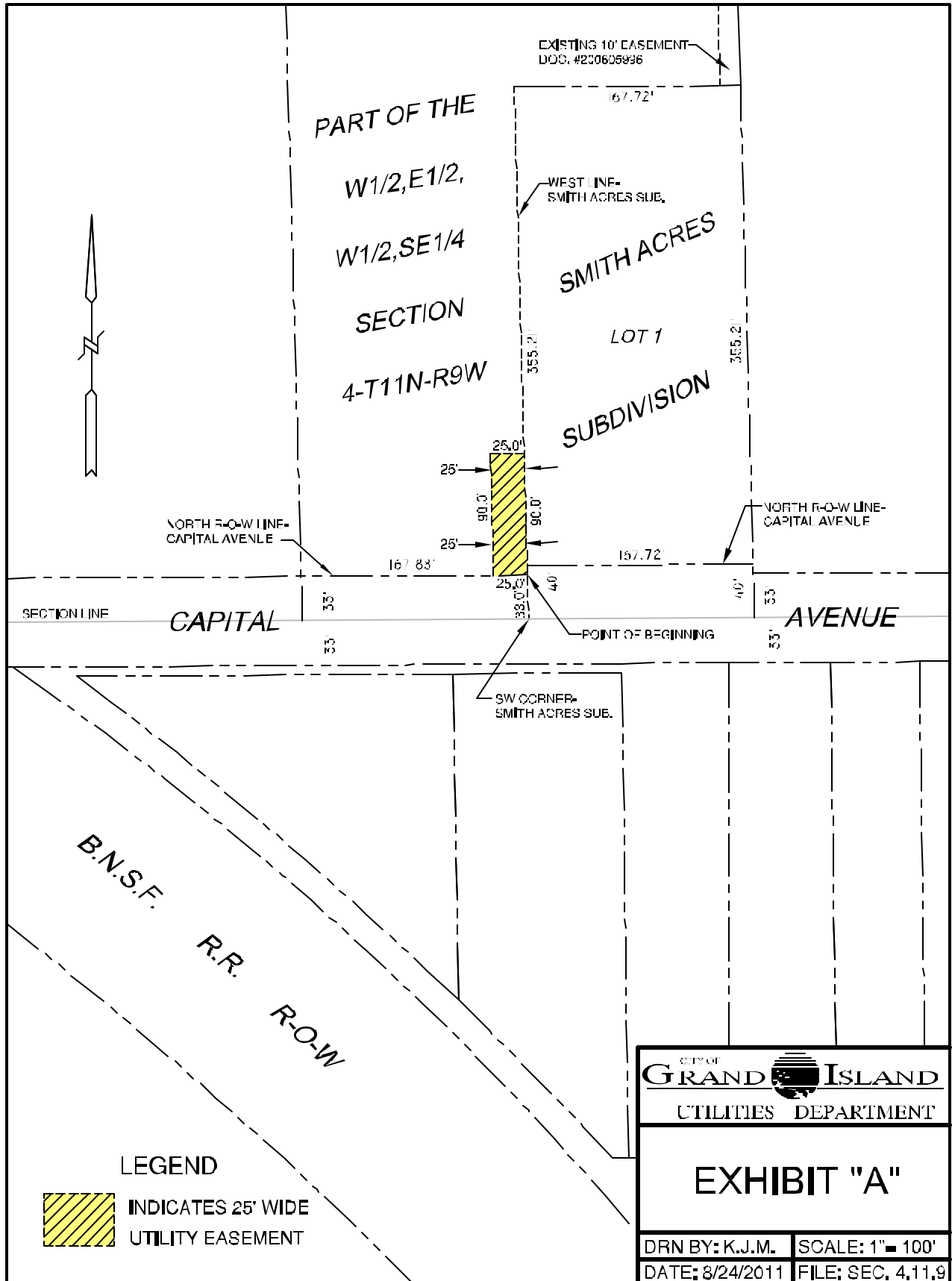
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 27, 2011

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement - 2627
W. Highway 30 - Floor to Ceiling Store - Narber**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 27, 2011

Subject: Acquisition of Utility Easement – 2627 W. Highway 30 - Narber

Item #'s: E-2 & G-8

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 Jim and Donna Narber, located in the southeast corner of 2627 West Highway 30 (the Floor to Ceiling building), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Floor to Ceiling Building was damaged by fire and subsequently torn down. The new building will have a larger underground electrical service. This easement will provide a location for the new high voltage cable, conduit, and pad-mounted transformer.

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

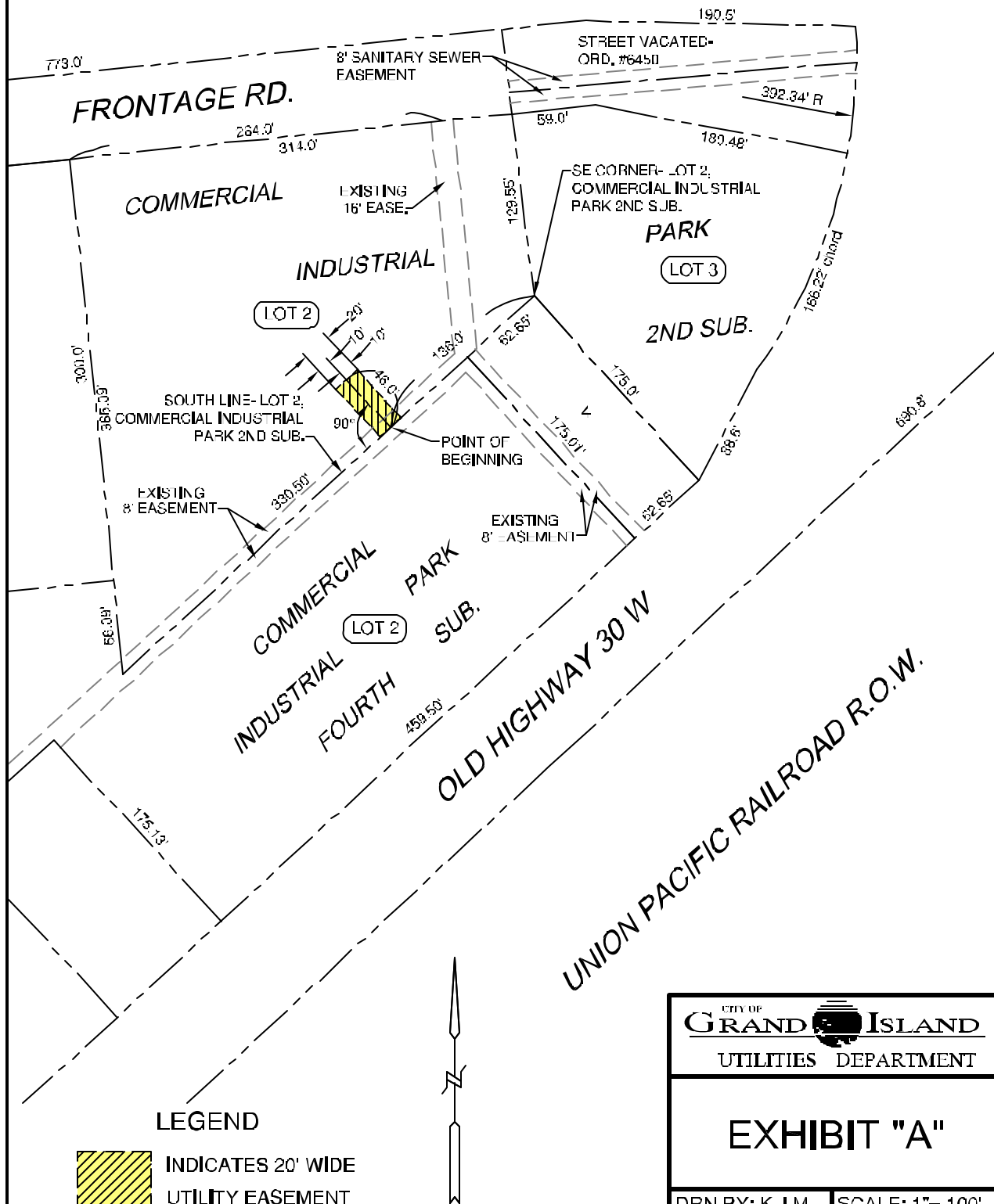
Recommendation

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.

US HIGHWAY 30 W





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 3405
South Blaine Street - McCallum**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 27, 2011

Subject: Acquisition of Utility Easement – 3405 S. Blaine Street – McCallum

Item #'s: E-3 & G-9

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 Kurt and Shirley McCallum, located along the south side of property located at 3405 S. Blaine Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to provide primary electric cable, conduit, and a pad-mounted single phase transformer. It will provide electricity to the new residence to be constructed on this lot.

Alternatives

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

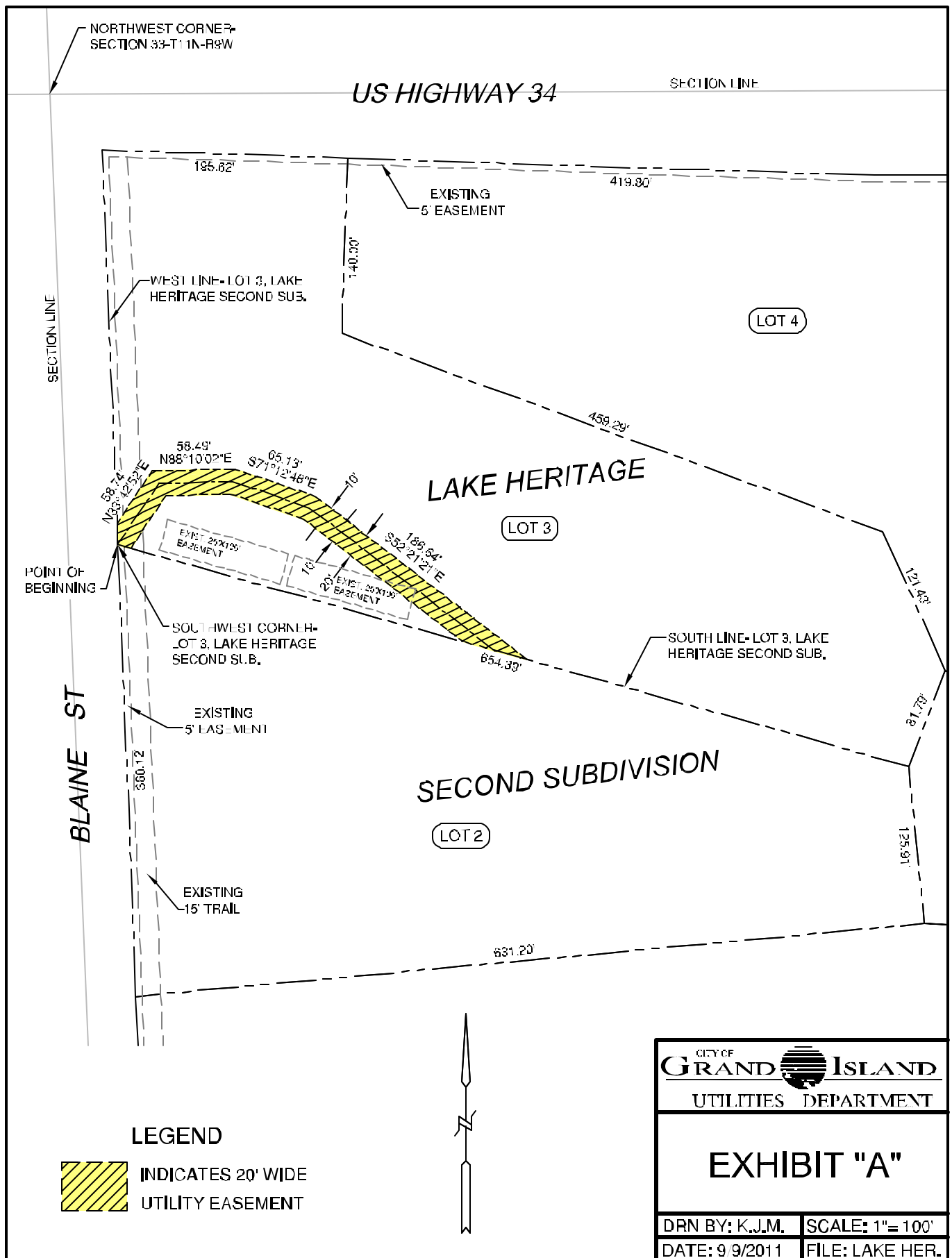
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 27, 2011

Council Session

Item E4

**Public Hearing on Request to Rezone Properties Located North
and West of US Hwy 281 and South of Airport Road from AG-2 –
Secondary Agricultural to B2 – General Business**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 27, 2011

Subject: Rezone Request for Property being Platted as Olson Subdivision an Addition to the City of Grand Island Located South of Airport Road and North and West of U.S. Highway 281 from AG2 Secondary Agricultural to B2 General Business (C-11-2011GI)

Item #'s: E-4 & F-1

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

Background

Concerning rezone properties located south of Airport Road and north and west of U.S. Highway 281 from AG2 Secondary Agricultural to B2 General Business.

Discussion

At the regular meeting of the Regional Planning Commission, held September 7, 2011 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity briefly explained this was a request to rezone properties located north and west of U.S. Highway 281 and south of Airport Road from AG2 Secondary Agriculture to B2 General Business. This would allow for Mr. Olson to provide Ag Services from this location consisting of seed sales and insurance. This would not be a high traffic business and no fertilizer would be at this location.

There was no further discussion.

O'Neill closed the Public Hearing.

The Planning Director's recommendation to the Planning Commission is also attached to this recommendation from the Planning Commission.

Alternatives

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

A motion was made by Snodgrass to approve the Rezone from AG2 Secondary Agriculture to B2 General Business Zone and was seconded by Ruge. The motion carried with 7 members present and 7 voting in favor (O'Neill, Ruge, Hayes, Reynolds, Monter, Haskins and Snodgrass) and no member abstaining.

Sample Motion

Approve the rezone request for property proposed for platting as Olson Subdivision.

Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

September 7, 2011

SUBJECT: *Zoning Change (C-11-2011GI)*

PROPOSAL: To rezone properties located north and west of U.S. Highway 281 and south of Airport Road from AG2 Secondary Agriculture to B2 General Business

OVERVIEW:

Site Analysis

Current zoning designation:

AG2– Secondary Agriculture

Permitted and conditional uses:

AG2 – Secondary Agriculture. Residential uses are permitted as part of a farming operation. New animal based agricultural operations are allowed with no more than 1000 animal units as part of a farming operation. The minimum size for a farming operation is 20 acres. Green Houses, Nurseries, and other similar uses are also allowed in this zone.

Comprehensive Plan Designation:

Mixed Use Commercial. This area is planned to transition between commercial areas adjacent to the adjoining highways and future residential development north of Airport Road.

Existing land uses.

Row Crops and Cell Tower.

Proposed Zoning Designation

B2 – General Business – A variety of warehousing, storage, light manufacturing and office uses and no residential uses. Minimum lot size of 20,000 square feet with 50% coverage.

Adjacent Properties Analysis

Current zoning designations:

LLR- Large Lot Residential and **AG2**– Secondary Agriculture.

Permitted and conditional uses:

AG2 – Secondary Agriculture. Residential uses are permitted as part of a farming operation. New animal based agricultural operations are allowed with no more than 1000 animal units as part of a farming operation. The minimum size for a farming operation is 20 acres. Green Houses, Nurseries, and other similar uses are also allowed in this zone. **LLR** - Large Lot Residential, Residential uses at a density of 2 dwelling units per acre with 25% coverage, recreational uses and agricultural uses.

Comprehensive Plan Designation:

North: Designated for Agricultural Uses.

East: Designated for low to medium density residential and public use.

South and West: Designated for low Mixed Use Commercial.

Existing land uses:

North: Farm Ground

South: U.S. Highway 281, Farm Ground

East: U.S. Highway 281

West: Farm Ground

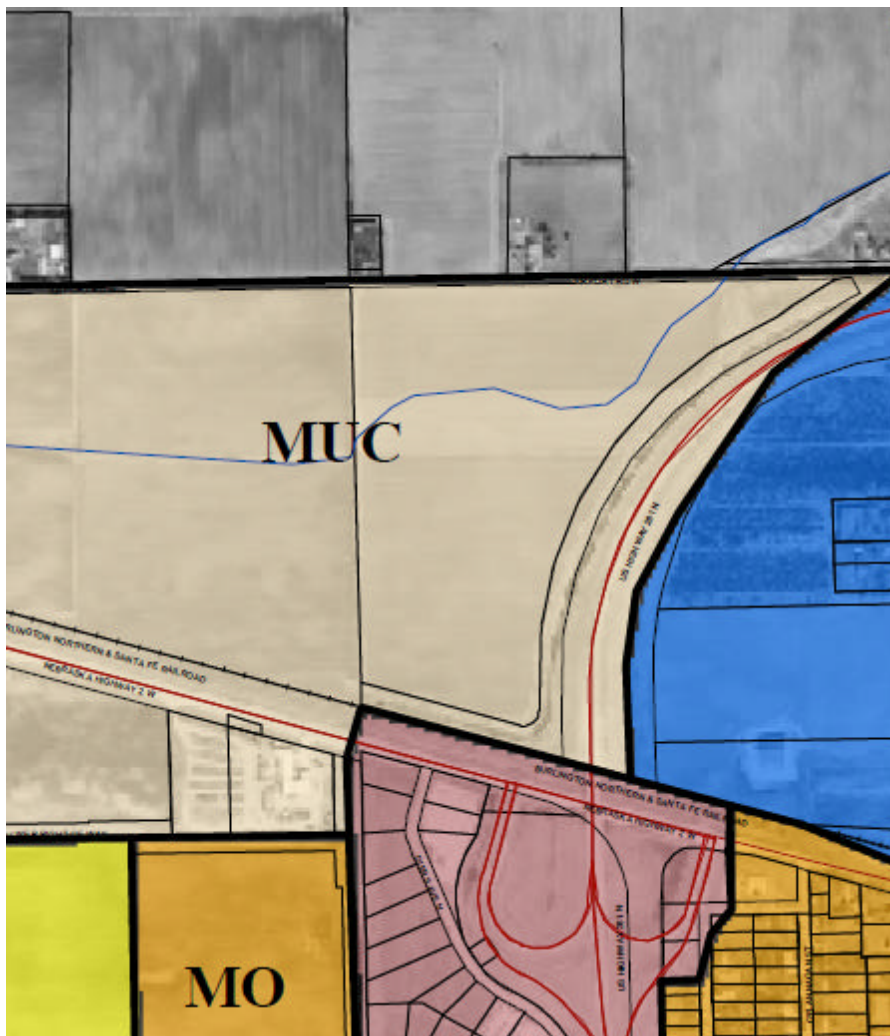
EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for mixed use commercial uses.
- *Reasonable access to transportation systems:* The intersection of Airport Road and U.S. Highway 281 is not well designed for a business that would create congestion at the intersection but for a variety of lower impact businesses this site would provide a highly visible location with quick access to U.S. Highway 281 and Nebraska State Highway 2.

Negative Implications:

- *No negative implications foreseen.*

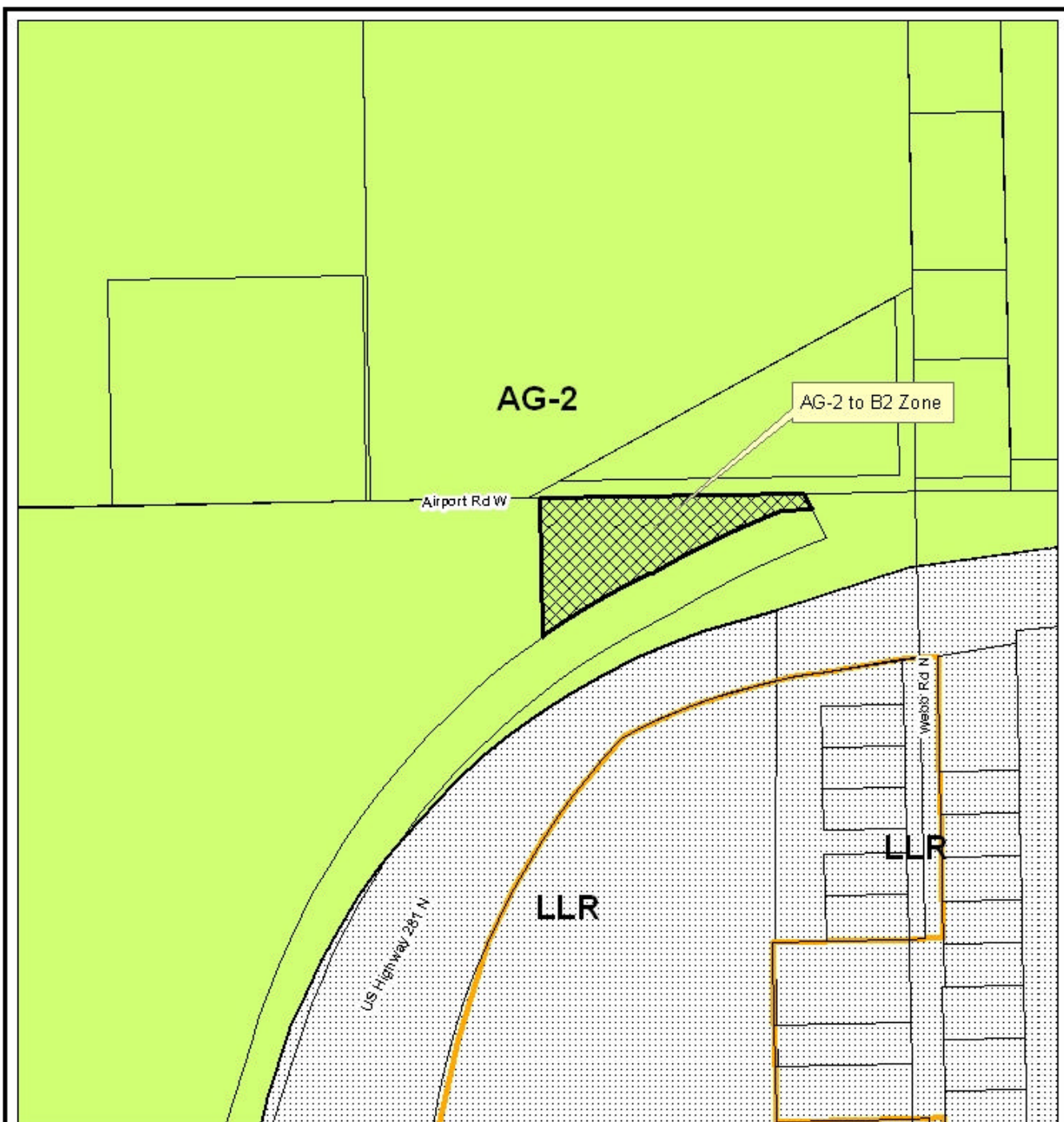


Future Land Use Map of the Area as approved in the Grand Island Comprehensive Plan

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from AG2 Secondary Agriculture to B2 General Business as requested and shown on the attached map.

_____ Chad Nabity AICP, Planning Director



Requested Zoning



Scale : NONE
C-11-2011 GI



- From AG-2 : Secondary Agricultural Zone
- to B2 : General Business Zone





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E5

Public Hearing on Annexation for Property Located So. of Airport Road/US Highway 281 and the West Side of Broadwell Avenue No. of the Burlington Northern Santa Fe Tracks Including Eagle Scout Pk & Veterans Field (Area 3a) being Platted as Olson Sub.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Hall County Regional Planning Department

Meeting: September 27, 2011

Subject: Annexation Areas Identified as 3a, 6, 7, 12, 13, and 14

Item #'s: E-5, E-6, E-7, E-8, E-9, and E-10
F-2, F-3, F-4, F-5, F-6, and F-7

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

Background

At the March 22, 2011 meeting of the Grand Island City Council a resolution was passed that directed the planning department and other city staff as follows:

- to proceed with preparing annexation plans (as required and defined by statute),
- to notify property owners and school districts as required by law, and
- to forward the annexation plans to the Regional Planning Commission for review

The annexation plans for 6 of the 8 eight identified areas are complete and were considered by the Regional Planning Commission after a public hearing at their meeting held July 6, 2011. The attached map identifies those areas under consideration at this meeting. Annexation plans are attached for areas identified as 3a, 6, 7, 12, 13, and 14. On August 9 2011 The Grand Island City Council passed a resolution of intent to annex these areas, approving the annexation plans as presented and setting public hearings regarding annexation of these areas for September 27, 2011.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation. In following the process approved by Council on March 22nd, 2011 annexation plans have been prepared by staff and referred to the Regional Planning Commission for recommendation. The Planning Commission has made their recommendation and Council has passed a resolution of intent to annex these areas. The next step is for Council to hold the public

hearings and consider approval of the ordinances to annex the property. Annexation ordinances must be read on three separate occasions.

Alternatives

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

1. Approve the Ordinances on First Reading
2. Choose not to approve the Ordinances.
3. Modify the ordinance to change the areas under consideration for annexation.
4. Postpone the issue

Recommendation

That Council pass the ordinances for annexation of Areas 3a, 6, 7, 12, 13, and 14 as presented.

Sample Motion

Move to approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation of Areas 3a, 6, 7, 12, 13, and 14.

From the July 6th 2011 Planning Commission Minutes

4. **Public Hearing – Concerning annexation of properties identified as:**
Annexation Area 3a south of Airport Road/U.S. Highway 281 and on the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. Eagle Scout Park and the Veterans Field Complex are in this area. **Annexation Area 6** located north of Bismark Road to the east side of Stuhr Road. **Annexation Area 7** located north of U.S. Highway 34 on the east side of South Locust Street. **Annexation Area 12** located north of Husker Highway to the west side of U.S. Highway 281 and Prairieview Street. **Annexation Area 13** located south of Old Potash Highway on the west side of North Road. **Annexation Area 14** located south of 13th Street on the east and west sides of North Road and north of Faidley Avenue (C-05-2011GI).

O'Neill opened the Public Hearing.

Nabity briefly talked about the process of annexation; he explained City Council had charged Regional Planning to look at eligible areas for Annexation. City Council had selected eight areas and six of those plans were brought forward to Regional Planning. The remaining two may be brought forward for the August meeting.

Annexation Area 3a - U.S. Highway 281 and Broadwell Ave

This property is located in the north central part of the community. It is south of Airport Road/U.S. Highway 281 the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 210 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area. Eagle Scout Park and the Veterans Field Complex are in this area and maintained by the City Parks Department.

Annexation Area 6 - Bismark Road and Stuhr Road

This property is located in the southeast part of the community. It is mostly north of Bismark Road the east side of Stuhr Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 50 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

Nabity stated he had received a call from Tom Pirnie who owns the majority of the land in this area and he was in support of the annexation.

Annexation Area 7 - U.S. Highway 34 and South Locust Street (Vanosdal Fields)

This property is located in the southeast part of the community. It is north of U.S. Highway 34 on the east side of Locust Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There are about 65 acres of property included in the area. The property is currently used for agricultural and residential purposes. There are 3 houses included in this area.

Nabity stated one homeowner Heidi Aken and she was in favor of this annexation.

Janel Laub, 380 E. Highway 34, said she and her husband bought land there in 1996 to farm next to his parents. If the land were annexed into city limits, their children would no longer be eligible for school driving permits, could not have more numerous flocks of ducklings and they would be subject to higher taxes on farm equipment they purchase.

Their land would also eventually cease to be part of the Northwest School District, which has a more rural focus. Two of their children want to be farmers, and a third wants to be a veterinarian, Laub said.

If their land were to be annexed, "our whole way of life changes," she told the commission.

Evie Laub, 450 E Hwy 34, said the annexation would also separate the farm homestead from the farm ground, which runs to the east to Stuhr Road.

Commissioner John Amick of Doniphan concurred. He moved to annex just the western half of the proposed area, which includes the former ball fields and the Heidi Aken house that fronts onto Highway 34. Aken had previously spoken in favor of annexation.

Amick said water and sewer is available to the western portion of Area 7, (Aken property) but not to the Laub farmsteads on the east. The entire 65 acres is also not surrounded completely by city limits and the annexation, as originally proposed by the city, would substantially change the rural lifestyle the Laubs have, he said.

Annexation Area 12 - U.S. Highway 281 and Husker Highway

This property is located in the southwest part of the community. It is north of Husker Highway the west side of U.S. Highway 281 and Prairieview Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 200 acres of property included in the area that is currently used for agricultural purposes. There is one house and

no businesses included in this area.

Annexation Area 13 - Old Potash Highway and North Road

This property is located in the northwest part of the community. It is south of Old Potash Highway on the west side of North Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 120 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

Eric Pollock owns this property and was questioning what exactly this meant. Naby explained his property was surrounded by the city limits and Council is looking to get rid of the "islands" that have been formed. Sewer and water are available. Pollock questioned if there was a utility plan for the drainage because in the northwest quarter there is a drainage issue.

Annexation Area 14 - 13th and North Road

This property is located in the northwest part of the community. It is south of 13th Street on the east and west sides of North Road and north of Faidley Avenue. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 100 acres of property included in the area that is currently used for agricultural purposes. There are 3 houses and no businesses include in this area.

Landowners Ray Stander, 1104 N. North Road, and Floyd Leiser, 3550 N. Engleman Road, both objected, saying the land is being used for agricultural purposes.

"Farm ground is not necessary for city use," Leiser said. "They're not going to develop it as long as I'm alive," he added.

Northwest school Superintendent Bill Mowinkel also objected to the annexation of ag land from Areas 12, 13, 14 and the Laub ground in Area 7. He said the annexation results in a loss of tax base and property tax revenue for the Northwest School District.

Planning Commission Chairman Pat O'Neill said the commission is charged with evaluating current and future land use, not school finance.

Commissioner Les Ruge said because Grand Island has grown up around those areas, there is confusion on whether city or county forces have jurisdiction when it comes to road issues, drainage and emergency response. Annexation will clarify that.

O'Neill closed the Public Hearing.

Area 3a: U.S. Highway 281 and Broadwell Ave

This has 210 acres located south of Airport Road/U.S. Highway 281 and on the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. City sewer and water is available. It includes the Veterans Athletic Field Complex and Eagle Scout Park and is mostly city-owned so there is no property valuation and no property tax revenue. City annexation would clarify that city police have jurisdiction at the Athletic Complex, which is on ground leased by the city from the state.

A motion was made by Hayes to approve the Area 3a Annexation plan as submitted and seconded by Amick.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 6: Bismark Road and Stuhr Road

This has 50 acres located north of Bismark Road to the east side of Stuhr Road. City sewer and water is available. Estimated tax base is \$100,053. Estimated annual property tax for all political subdivisions is \$2,181.

A motion was made by Reynolds to approve the Area 6 Annexation plan as submitted and seconded by Brethauer.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 7: U.S. Highway 34 and South Locust Street (Vanosdal Fields)

This property is located in the southeast part of the community. It is north of U.S. Highway 34 the east side of Locust Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There are about 65 acres of property included in the area. The property is currently used for agricultural and residential purposes. There are 3 houses included in this area.

A motion was made by Amick to approve the Area 7 Annexation plan with the changes made to the annexation area to remove the Laub properties and to just include the Vanosdal property and the Aken property. This was seconded by Haskins.

Finding of Facts noted by Amick were this proposed annexation did not have sewer and water services available. This homestead was used as an ag use home property. Annexation of this property would adversely affect the families. Haskins agreed with Amick's findings.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 12: U.S. Highway 281 and Husker Highway

This is about 200 acres of farmland located north of Husker Highway and to the west side of U.S. Highway 281 and Prairieview Street. City sewer and water is available. Estimated tax base is \$481,334 and estimated property tax revenue is \$10,495 a year.

A motion was made by Bredthauer to approve the Area 12 Annexation plan as presented and was seconded by Reynolds.

Findings of fact noted by Bredthauer were water and sewer service is available and annexing of this property would have little or no impact to the owners.

The motion carried with 9 members present and 8 voting in favor (Amick, O'Neill, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and 1 member present voting against (Ruge) and no members abstaining.

Area 13: Old Potash Highway and North Road

This property is located in the northwest part of the community. It is south of Old Potash Highway on the west side of North Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 120 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

A motion was made by Bredthauer to approve the Area 13 Annexation plan as presented and was seconded by Amick.

Findings of fact noted by Bredthauer were water and sewer service is available and annexing of this property would have little or no impact to the owners.

The motion carried with 9 members present and 7 voting in favor (Amick, O'Neill, Ruge, Haskins, Bredthauer, Connelly and Snodgrass) and 2 members present voting against (Reynolds, Hayes) and no members abstaining.

Area 14: 13th and North Road

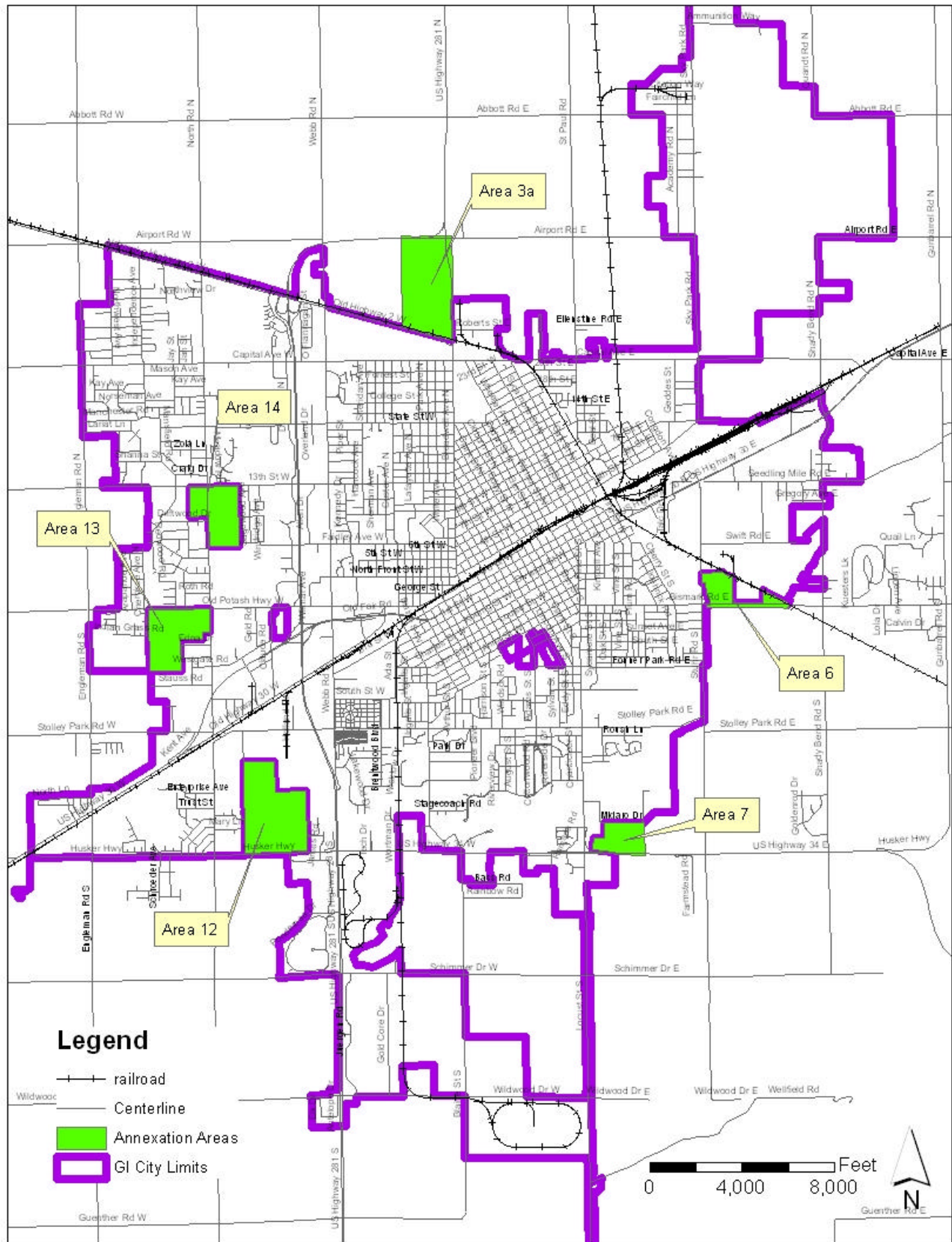
This property is located in the northwest part of the community. It is south of 13th Street on the east and west sides of North Road and north of Faidley Avenue. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 100 acres of property included in the area that is currently used for agricultural purposes. There are 3 houses and no businesses include in this area.

This is about 100 acres of farmland south of 13th street and west of Sagewood Avenue. City sewer and water is available. Estimated tax base is \$687,081 with estimated property tax revenue of \$14,981 a year. Planning commission voted 7-2 in favor. Commissioners Bill Hayes and Deb Reynolds objected.

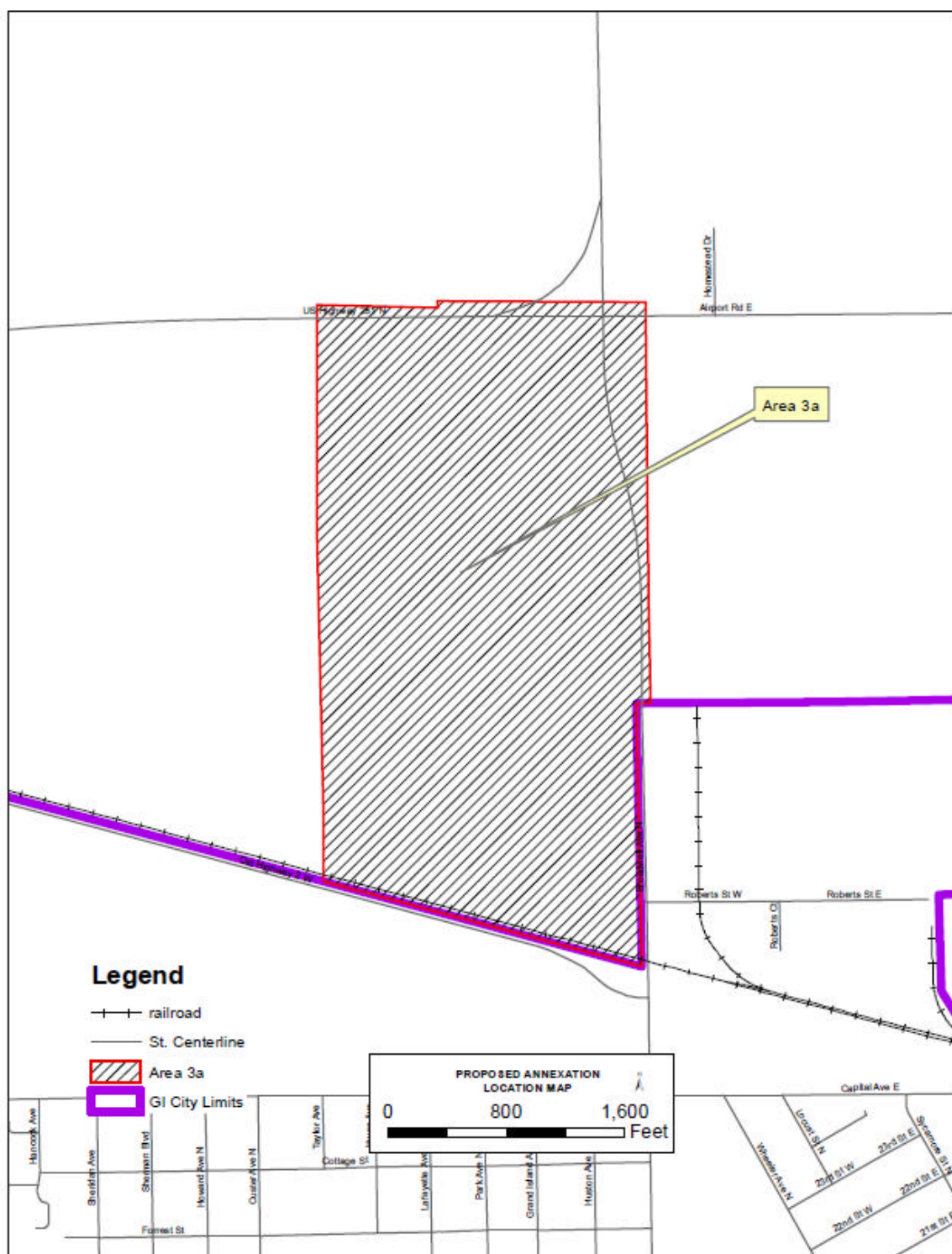
A motion was made by Ruge to approve the Area 14 Annexation plan as presented and was seconded by Bredthauer.

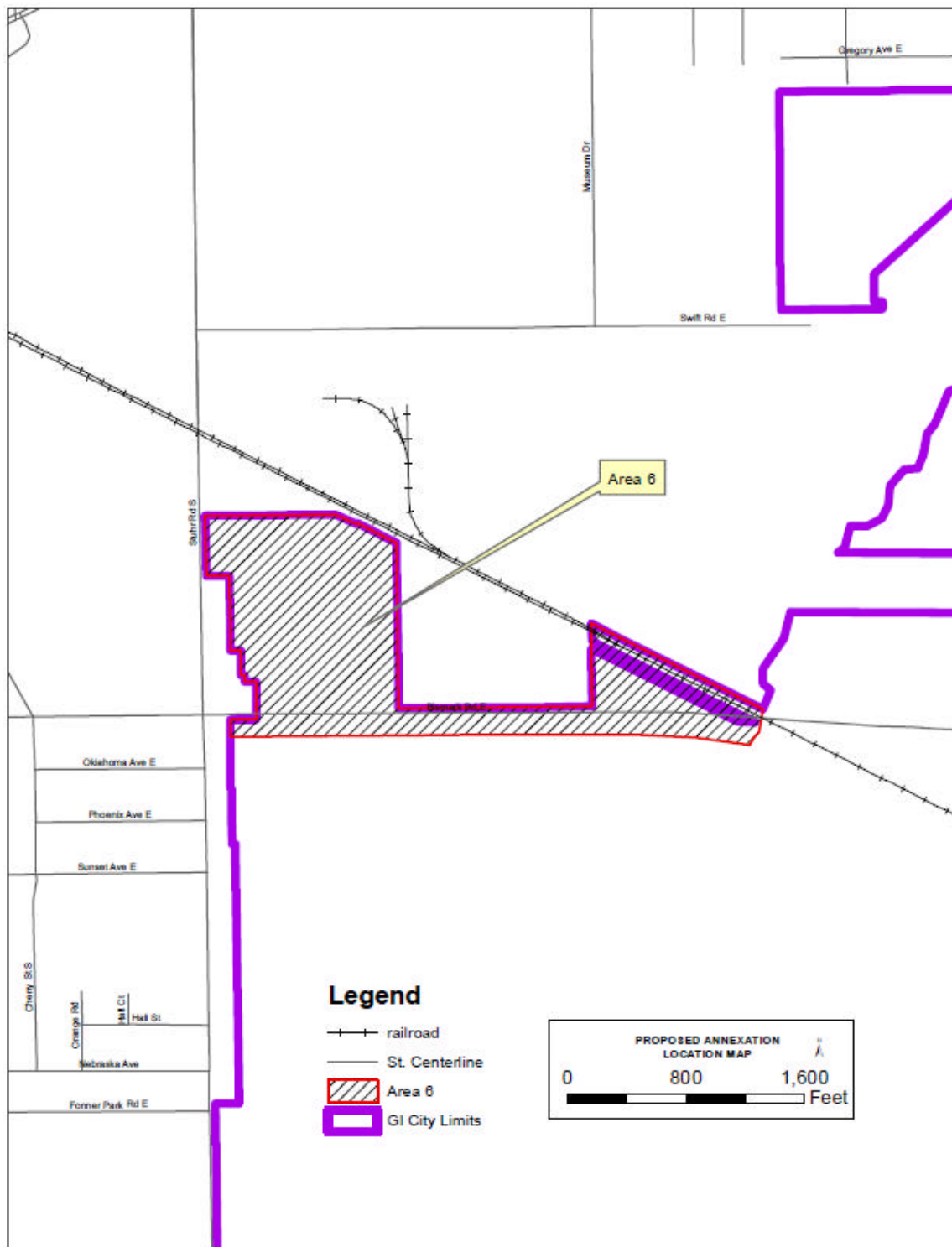
Findings of fact noted by Ruge were water and sewer service is available and annexing of this property would have little or no impact to the owners also this clears up who needs to provide services to the area, between City and County.

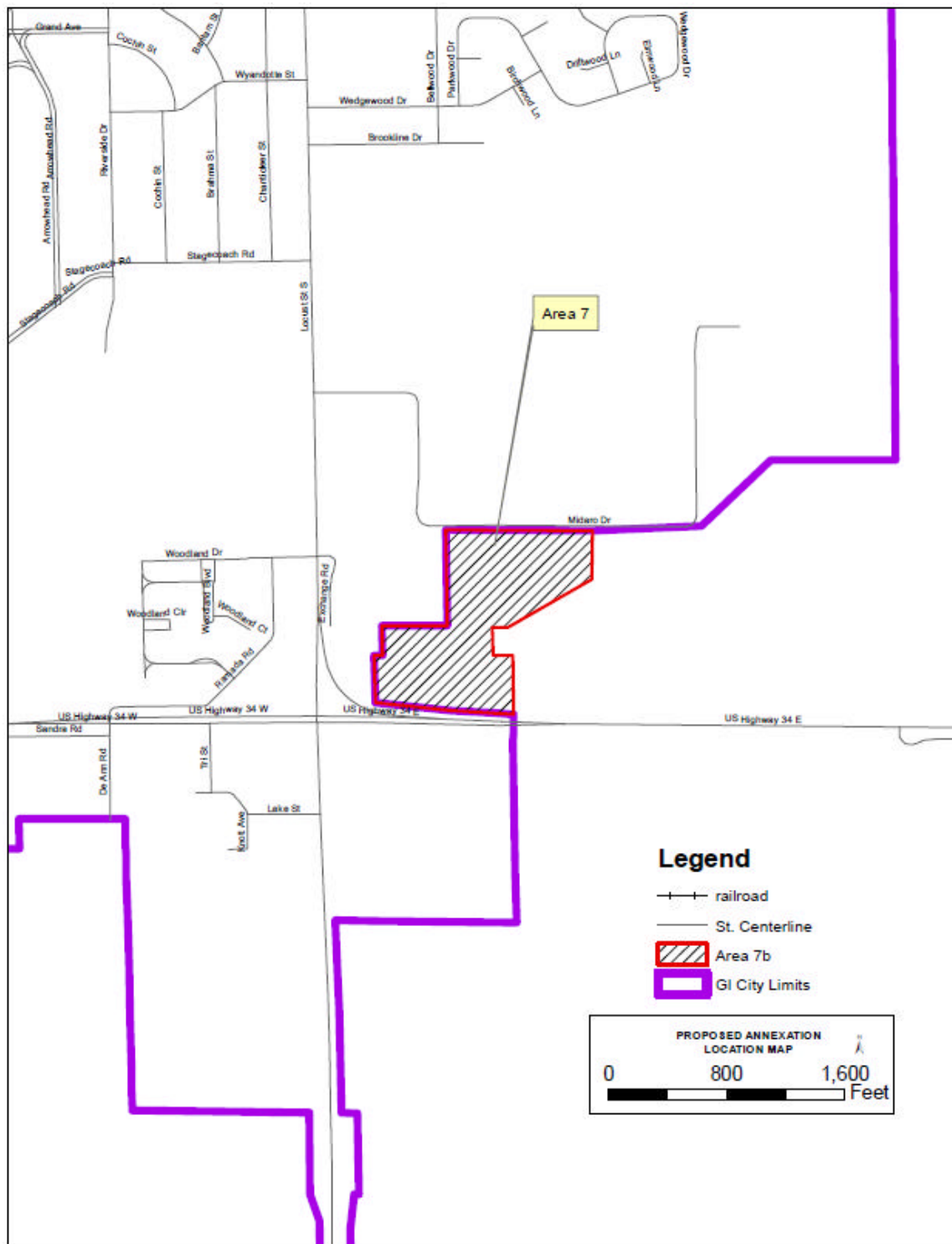
The motion carried with 9 members present and 7 voting in favor (Amick, O'Neill, Ruge, Haskins, Bredthauer, Connelly and Snodgrass) and 2 members present voting against (Reynolds, Hayes) and no member abstaining.

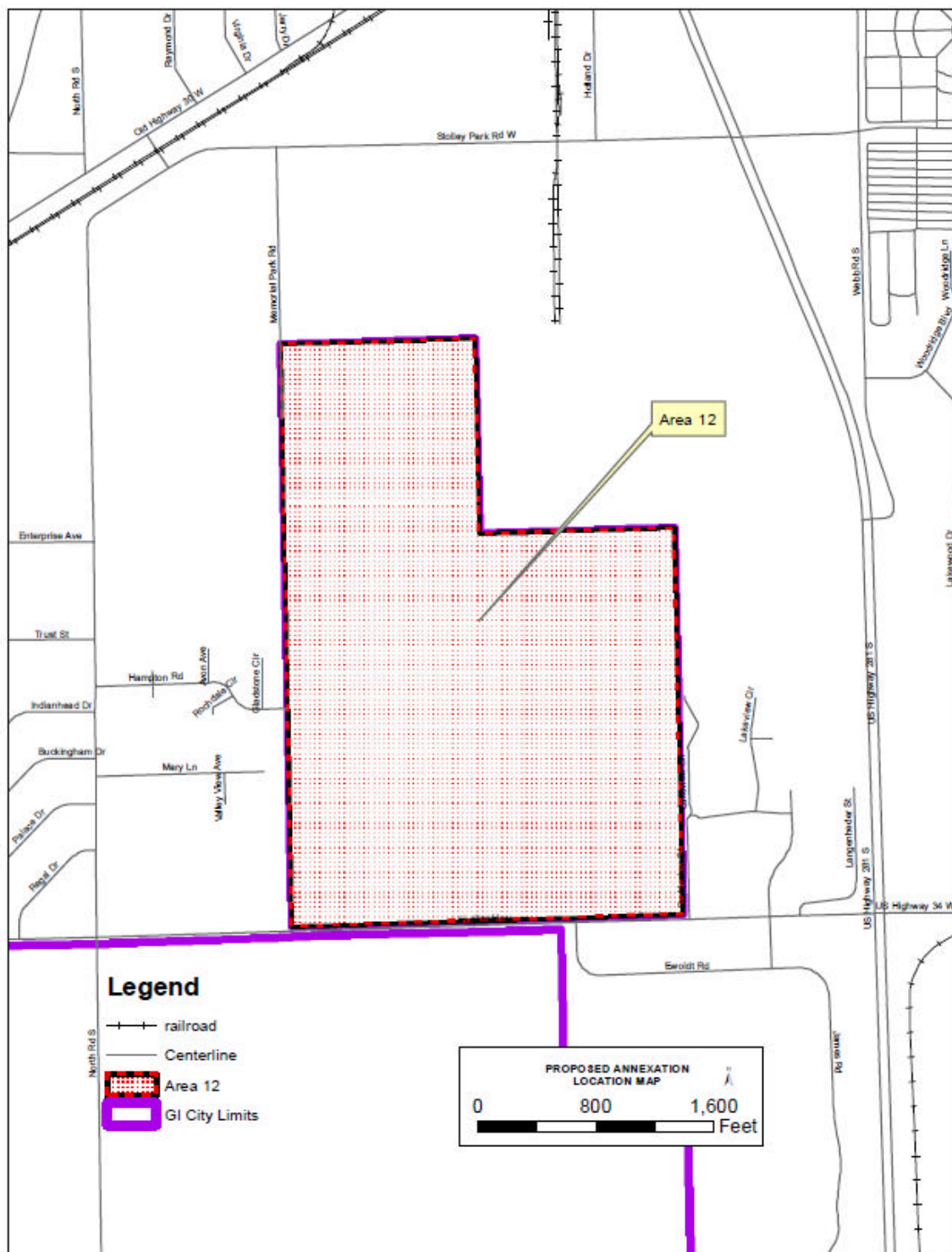


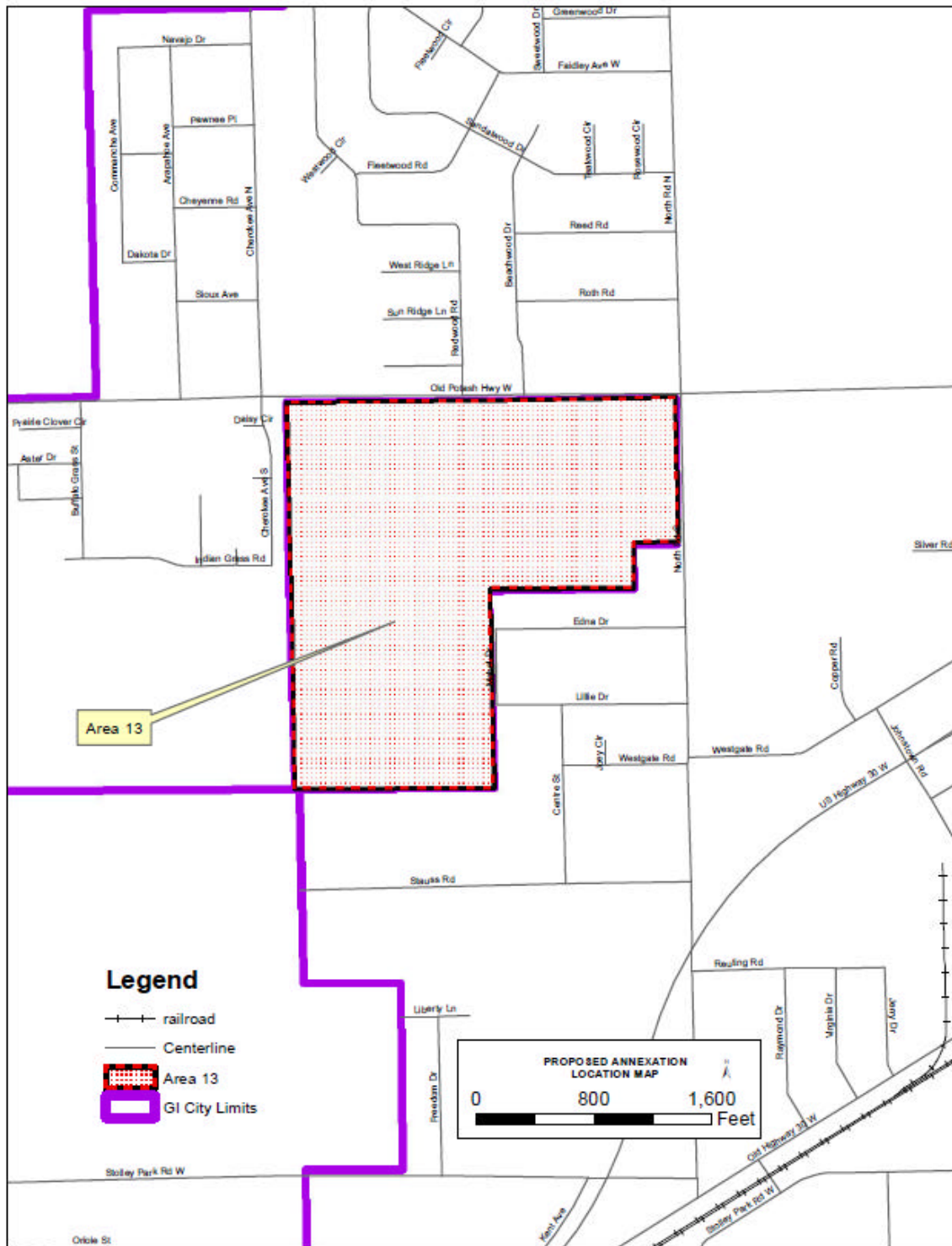
Area 7 has been modified to include fewer properties than shown on this map, but the general area of town remains the same.

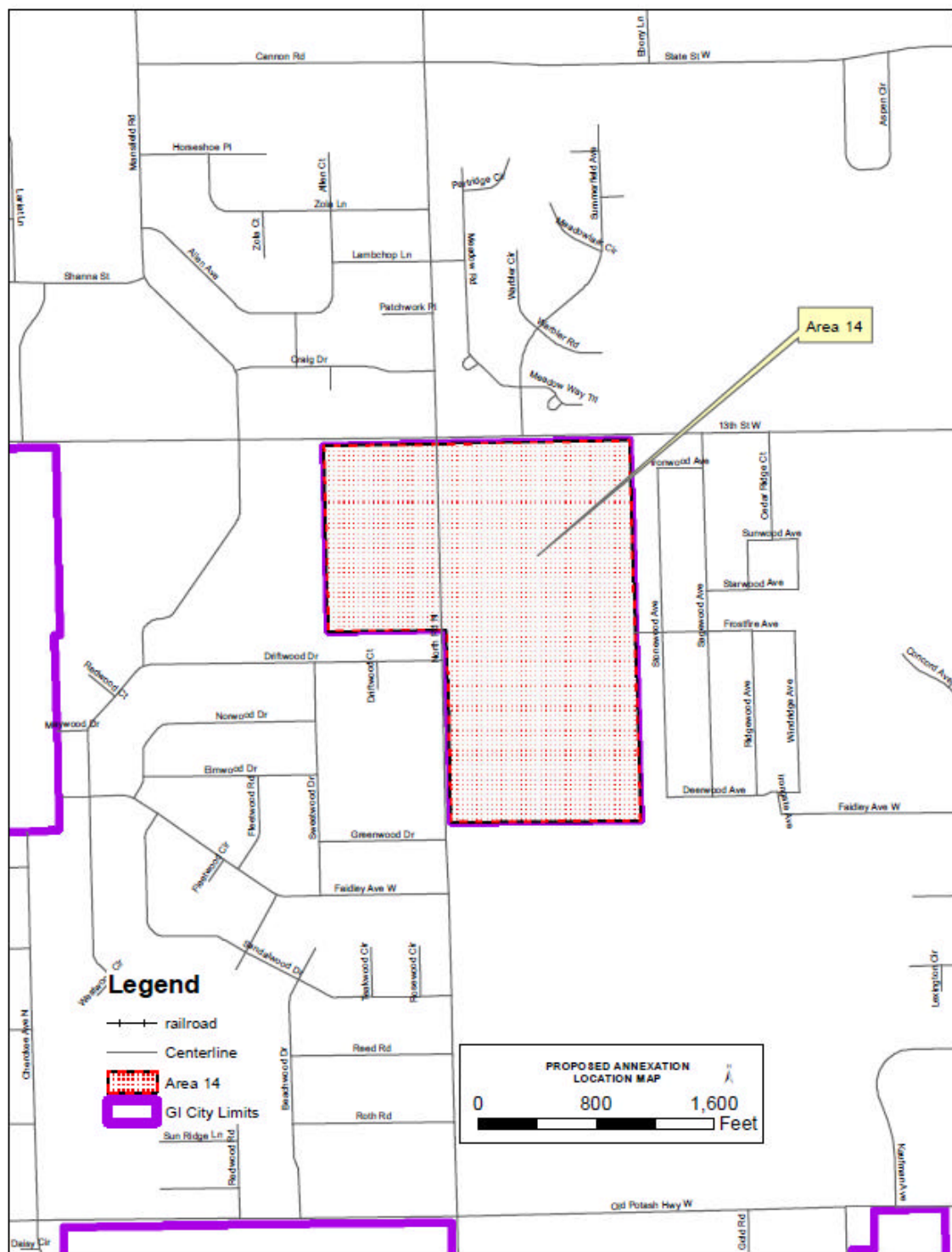














City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E6

**Public Hearing on Annexation of Property Located North of
Bismark Road on the East Side of Stuhr Road (Annexation Area 6)**

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

Staff Contact: Chad Nabity



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E7

Public Hearing on Annexation of Property Located North of US Highway 34 on the East Side of South Locust Street (Annexation Area 7)

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

Staff Contact: Chad Nabity



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E8

**Public Hearing on Annexation of Property Located North of
Husker Highway to the West Side of US Highway 281 and
Prairieview Street (Annexation Area 12)**

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

Staff Contact: Chad Nabity



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E9

Public Hearing on Annexation of Property Located South of Old Potash Highway on the West Side of North Road (Annexation Area 13)

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

Staff Contact: Chad Nabity



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E10

Public Hearing on Annexation of Property Located South of 13th Street on the East and West Side of North Road and North of Faidley Avenue (Annexation Area 14)

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

Staff Contact: Chad Nabity



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E11

Public Hearing on Annexation of Olson Subdivision Located South of Airport Road and North and West of US Highway 281

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: September 27, 2011

Subject: An Ordinance to Annex Olson Subdivision an Addition to the City of Grand Island, Nebraska and the Adjoining Right-of -Way

Item #'s: E-11 & F-8

Presenter(s): Chad Nabity, Regional Planning Director

Background

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

Phil A. Mader and Linda Mader, as the owners of the property, submitted Olson Subdivision as an addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on September 7, 2011.

Discussion

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

City staff is not suggesting extension of the zoning jurisdiction as a result of this annexation. Council could request that planning commission consider extension of the zoning jurisdiction. Changes to the zoning jurisdiction cannot be made without a recommendation from the Regional Planning Commission.

No existing residences or businesses would be added to the City as a result of this annexation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item E12

**Public Hearing on Annual Report by the Citizens' Review
Committee on the Economic Development Program Plan**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: September 27, 2011

Subject: Public Hearing Concerning the Annual Report by the
Citizen's Review Committee on the Economic
Development Program Plan

Item #'s: E-12 & G-31

Presenter(s): Mary Lou Brown, City Administrator
Mark Stelk, Chairman,
Citizen's Advisory Review Committee

Background

The voters of the City of Grand Island approved an economic development plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizens' Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizens Advisory Review Committee is required by State Statute and the Grand Island City Code to make an annual report to the City Council.

Discussion

The Citizens Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the annual report from the Economic Development Corporation at its meeting of September 13, 2011, and voted to forward it on to the City Council for its review and acceptance.

Alternatives

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

1. Accept the semi-annual report of the Citizens' Advisory Review Committee.

2. Do not accept the semi-annual report of the Citizens' Advisory Review Committee.

Recommendation

City Administration recommends that the Council accept the annual report of the Citizens' Advisory Review Committee.

Sample Motion

Move to accept the annual report of the Citizens' Advisory Review Committee.



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 ANNUAL REPORT

TO THE CITY OF
GRAND ISLAND, NEBRASKA

Presented by
Marlan Ferguson
President, GIAEDC

**When more jobs are created, wages go
up, benefits are more competitive, and
Grand Island grows.**



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 ANNUAL REPORT

Economic Development assists the Grand Island area by:

- Recruiting new qualified businesses
- Helping local businesses expand by way of job creation, training, and capital investment



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

GIAEDC positively impacts the community by:

- Attracting permanent investment
- Broadening the tax base
- Diversifying the region's economic base
- Creating new opportunities for all citizens
- Improving the overall quality of life



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 Board of Trustees



Chairman
Roger Bullington
Chief Industries



Vice Chairman
Ann Martin
Idea Bank Marketing



Secretary/Treasurer
Tom Gdowski
Equitable Bank



Elected Trustee
Galen Stehlik
Lauritsen Law Firm



Elected Trustee
Tom Pirnie
G.I. Express



Elected Trustee
KC Hehnke
Jerry's Sheetmetal



Elected Trustee
Jay Kaspar
INSUR, Inc.



Elected Trustee
Bill Westering
Westering Enterprises



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 Advisory Board



Pam Lancaster
Hall Co. Board
of Supervisors



Lisa Crumrine
Chamber of
Commerce
Chairman



Mary Lou Brown
City Administrator



Jim Hartman
NorthWestern
Energy



Mayor Jay
Vavricek



Dr. Lynn Black
Central
Community
College



Randy Kissinger
NE Workforce



Dr. Rob Winter
G.I. Public
Schools



Peg Gilbert
G.I. City Council



Mike Olson
Hall Co. Airport
Authority



Cindy Johnson
G.I. Area Chamber
of Commerce



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 ANNUAL REPORT

Scope of the Economic Program includes, but is not limited to:

- A revolving loan fund for non-retail qualified businesses
- Grants or agreements for job training
- Technical assistance to businesses
- Public works improvements and/or purchase of fixed assets including land grants or real estate options essential to the location or expansion of a qualifying business, and
- Initiatives to stimulate economic growth



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Types of businesses that qualify for LB-840 funding:

- Must be a corporation, partnership, LLC, or sole proprietorship that derives its principal source of income from:
 - Manufacturer of articles of commerce
 - Research and development
 - Process, store, transport, or sell of goods, service, or commodities which are sold or traded in interstate commerce (not for local retail)
 - Telecommunications
- Qualifying business must be located within the zoning jurisdiction of the city unless a variance is granted.
- Any other business deemed qualifying through the Legislature



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

LB-840 application process

1. Loan fund application may include the following information:
 - Loan fund application
 - Business plan
 - Two years completed and signed Federal Tax returns
 - Current Year to Date Profit/Loss Statement
 - Recent Balance Sheet (signed)
 - Other information as requested



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

LB-840 application process (continued)

2. 3-Part Review process of the application
 - GIAEDC Executive Board will determine if application meets with the guidelines of the program.
 - Citizen's Advisory Review Committee (including the City Administrator) reviews application and financial information to determine whether application is to move forward.
 - City Council approves or denies the application.



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

LB-840 Funding

- The Economic program receives \$750,000 per year from the City's General Fund for a ten-year period of 2003 – 2013.
- GIAEDC receives from the program \$350,000/yr
- Available funding for Qualified Projects \$400,000/yr
\$750,000/yr

(The \$400,000 is retained by the City in an interest bearing account and paid out to qualified approved projects.)



GIAEDC Utilization of LB-840 Funds

2011-2012

Industrial Park Acquisition	\$ 75,000
Advertising	20,000
Research & Studies	25,000
Recruitment/Promotional Events	27,000
Real Estate Taxes	48,000
Interest Expense	130,000
Occupancy	<u>25,000</u>
	\$ 350,000

(same amount has been given since 1999)



GIAEDC Utilization of LB-840 Funds

2004-2011

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Occupancy	38,000	34,000	34,000	29,500	25,000	25,000	25,000	25,000
Advertising	10,000	15,000	15,000	17,000	19,000	17,000	18,000	20,000
Research & Studies	29,000	60,000	78,000	27,000	38,500	24,000	49,000	25,000
Industrial Parks (3 sites)	76,000	73,000	70,000	83,000	83,000	50,000	50,000	75,000
Real Estate Taxes	12,000	13,000	18,000	18,000	18,000	45,000	65,000	48,000
Interest Expense	14,000	14,000	16,000	22,000	22,000	62,000	62,000	130,000
Recruitment/Promotional Events	54,000	77,000	54,000	81,000	79,000	62,000	36,000	27,000
Special Assessments	117,000	64,000	65,000	45,000	45,000	45,000	45,000	0
Welding Program	<u>0</u>	<u>0</u>	<u>0</u>	<u>27,500</u>	<u>20,500</u>	<u>20,000</u>	<u>0</u>	<u>0</u>
Totals	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 ANNUAL REPORT

LB-840 projects under current plan

October 2003 – September 2011. Available funding: \$3,200,000

Standard Iron	200,000	(2004)	Hastings Foods	70,000	(2008)
Heritage Disposal	100,000	(2004)	Nova-Tech, Inc.	160,000	(2008)
Love Signs	42,000	(2005)	Ace Machine Shop	32,500	(2009)
CXT, Inc.	200,000	(2005)	Structured Solutions	600,000	(2009)
J. C. Doyle	20,000	(2006)	Hornady Mfg. (2 nd App.)	200,000	(2010)
O'Neill Wood	45,000	(2007)	PV Industrial Park East	575,000	(2010)
Case IH	325,000	(2007)	Rogue Manufacturing	50,000	(2010)
Hornady Mfg.	154,000	(2007)	Standard Iron (2 nd App.)	200,000	(2011)
Principal Financial	30,000	(2007)	Case IH (2 nd App.)	219,000	(2011)
18 projects			\$ 3,222,500		
Administration Fees (paid to City of GI)			\$ 157,500		



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Process to assure qualifying business meets requirements

- Annual reviews are performed to ensure the qualifying businesses are meeting the terms and conditions of the agreement.
- Failure to comply requires the company to reimburse the City.
- City is responsible to ensure full compliance.



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Impact of LB-840 investment

- 3,103 new jobs in 7-1/2 years (NE Dept. of Labor)
- 1,166 direct jobs created with estimated payroll of \$36,048,313 per year.
- Direct jobs created reflect what was stated on the application.

(Every dollar spent turns over 7 times (\$890 million) in our community!)



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Impact of LB-840 investment (Continued)

(Actual dollar value does not include last five projects)

- \$2,738,385 in accumulative new real estate taxes from 2003-2008
- \$21,954,086 in real estate valuation as of 2008



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

GIAEDC's success has enhanced the growth and prosperity of Grand Island

- GI Population is currently 48,520 (3,241 increase over 2003)
- Assessed Valuation Per Capita in constant dollars: \$1,746,978 in 2003/2004 vs. \$2,351,144 in 2010/2011
- New Construction Permits since 2004: \$642,608,646
- Taxable Real Estate: \$1,883,272,257 in 2004 vs. \$2,395,497,486 in 2010 (\$512, 225,229 increase)
- Equates to \$10,357,194 in additional Real Estate Tax revenue.



Platte Valley Industrial Park

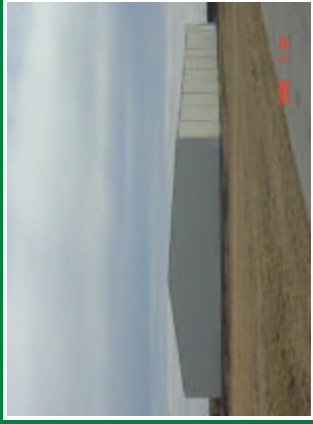
US Highway 281



- Purchased ground in 2000
- Platted (Subdivided) – **18** original lots; **8** lots available today
- Zoned ME – Manufacturing Estates
- Improved Site with Infrastructure in 2003 (Water, Sewer, Paving, Gas and Telecommunications)



GIAEDC Spec Building



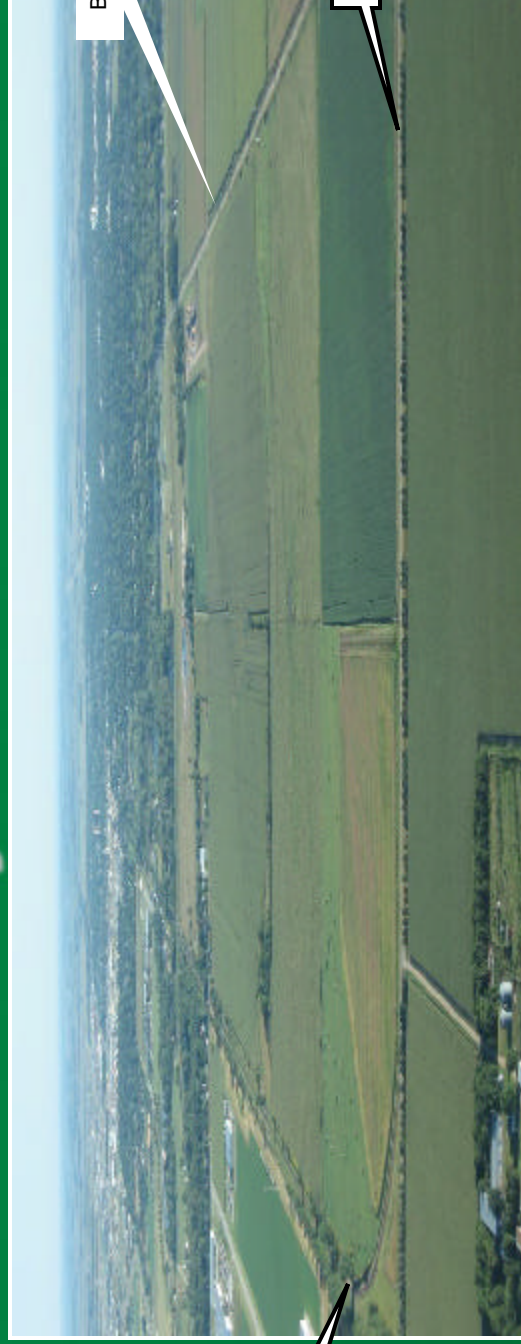
- Located on Lot 7 in Platte Valley Industrial Park
- Built in 2005
- Sold in 2008 to a local business for expansion
- 50,000 sq. ft.
- EDC received Community Development Block Grant -\$250,000
- Drew attention to Grand Island



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 ANNUAL REPORT

Nebraska's premier industrial site: Platte Valley Industrial Park East



Union Pacific
Railroad Spur

Blaine Street

Wildwood Drive

- 280 Acres Available • Located within City Limits • Zoned M2
- Declared Blighted & Substandard – Tax Increment Financing
- New Infrastructure – Sewer, Paving, and looped water-\$1 million grant
- Current with Land Studies- Phase I, Environmental Assessments, Wetland Delineation, and Soil Borings (updated every 3 years)
- Potential Rail Service Layouts



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 ANNUAL REPORT

Cornhusker Industrial Park



- Over 900 acres available
- Completed an in-depth environmental study in 2010
- Developed a strategic plan
- Dual rail access



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2011 ANNUAL REPORT

Real estate taxes paid by the GIAEDC on industrial parks

2003	\$16,706
2004	\$11,039
2005	\$13,319
2006	\$26,884
2007	\$24,523
2008	\$44,258
2009	\$63,725
2010	\$75,848
2011	\$52,723
Total	\$329,025



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

GIAEDC supports the community in many ways

- Air National Guard
- Grand Island School Bond (2004-2008)
- Jail Bond
- Half-Cent Sales Tax Campaign
- Central Community College Welding Program
- Nebraska State Fair
- Legislation
- Lobbyist
- Legislative Day in Lincoln
- Husker Harvest Days
- 2010 Be Counted Campaign
- Promotion-Airline Tickets



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

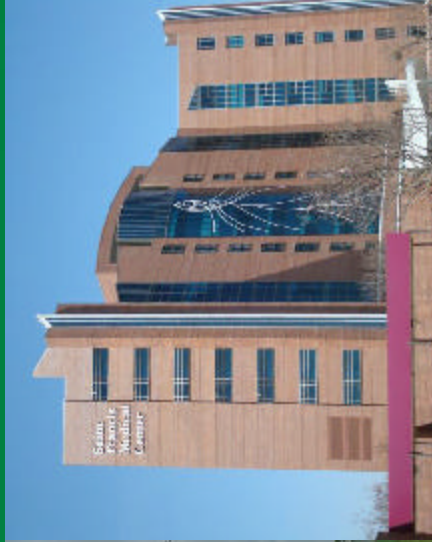
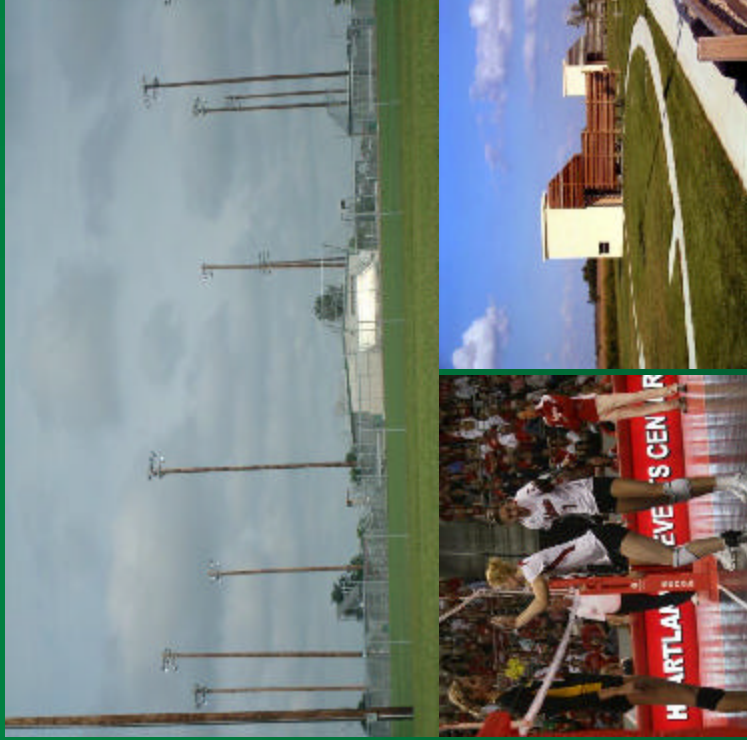
GIAEDC supports local, state and national organizations

- City of Grand Island – Housing Study & I-80 Sewer Extension
- Greater Nebraska Workforce Board
- Nebraska Diplomats
- South Central Economic Development
- Downtown Improvement Board
- Grand Island Public Schools – Learning Center
- I-80 Coalition – Labor Study
- NE Economic Developers Assoc. – Co-Chair/Chair for 7 years
- Grand Island Area Chamber of Commerce
- Grand Island/Hall County Convention and Visitors Bureau
- Grand Island Sports Council
- Hall County Airport Authority
- International Economic Development Council
- Mid America Economic Development Council
- Nebraska Chamber of Commerce



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

**Creating and retaining jobs has bolstered
Grand Island's reputation as a state leader in
economic development.**



**GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION**

2011 ANNUAL REPORT

The Grand Island area is well prepared for long-term growth thanks to LB-840:

- Increased population
- Creating new opportunities for all citizens
- Expanded tax base
- Helping local businesses
- 3rd largest community for manufacturing jobs
- Nearly \$3 million in grants received
- Approximately 1,300 acres of industrial park land available
- Quality of life



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

**The use of LB-840 funds and the
dedication of the GIAEDC has positioned
Grand Island/Hall County for continued
growth for years to come.**

Thank you!



**GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION**

2011 ANNUAL REPORT



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F1

#9327 - Consideration of Request to Rezone Properties Located North and West of US Hwy 281 and South of Airport Road from AG-2 – Secondary Agricultural to B2 – General Business

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9327

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising: Lot 1 of Olson Subdivision an Addition to the City of Grand Island, Hall County, Nebraska, from AG 2 Secondary Agricultural District to B2 General Business Zone, directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the zoning map pursuant to Chapter 36; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on September 7, 2011, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, the requested change is found to be in compliance with the Comprehensive Development Plan of the City of Grand Island as adopted July 13, 2004 and subsequently amended; and

WHEREAS, after public hearing on September 27, 2011, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tracts of land are hereby rezoned, reclassified and changed from AG 2 Secondary Agricultural Zone to B2 General Business Zone:

All of Lot 1 of Olsson Subdivision an Addition to the City of Grand Island, Hall
County, Nebraska

ORDINANCE NO. 9327 (Cont.)

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F2

#9328 - Consideration of Annexation for Property Located South of Airport Road/US Highway 281 and the West Side of Broadwell Avenue North of the Burlington Northern Santa Fe Tracks Including Eagle Scout Park & Veterans Field (Area 3a) (First Reading)

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

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9328

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land west of U.S. Highway 281 and south of Airport Road along with all adjoining public Right-of-Way in Hall County, Nebraska referenced as annexation area “3a” as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on July 6, 2011, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Beginning At A Point On The North Line Of Airport Road, U.S. Highway 281 Said Point Being 2,544.35’ West Of And 86.51’ North Of The Northeast Corner Section 5-11-9 Thence Easterly On A Line 86.51’ North Of And Parallel To The North Of Section 5-11-9 And Section 4-11-9 To A Point On The West Line Of Homestead Second Subdivision Thence Southerly On A Line To The South Right Of Way Line Of Airport Road Thence Southwesterly To The East Right Of Way Line Of Broadwell Avenue Thence Southerly On The East Right Of Way Line Of Broadwell To A Point On The South Line Of Northwest Quarter Of Northwest Quarter Section 4-11-9 Thence Westerly On Said South Line Northwest Quarter, Northwest Quarter Section 4-11-9 To The West Line Of Section

Approved as to Form	<input type="checkbox"/>	_____
September 21, 2011	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9328 (Cont.)

4-11-9 Thence Southerly On The West Line Of Section 4-11-9 To A Point On The South Right Of Way Line Of The Burlington Northern Santa Fe Railroad Thence Northwesterly On The South Right Of Way Line Of The Burlington Northern Santa Fe Railroad To A Point On The West Line Of Southeast Quarter Section 5-11-9 Thence Northerly On The West Line Of Southeast Quarter And Northeast Quarter Section 5-11-9 To The Point Of Beginning.

WHEREAS, after public hearing on September 27, 2011, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 27, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9328 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services is hereby approved and ratified as amended.

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

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

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

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

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

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

ORDINANCE NO. 9328 (Cont.)

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

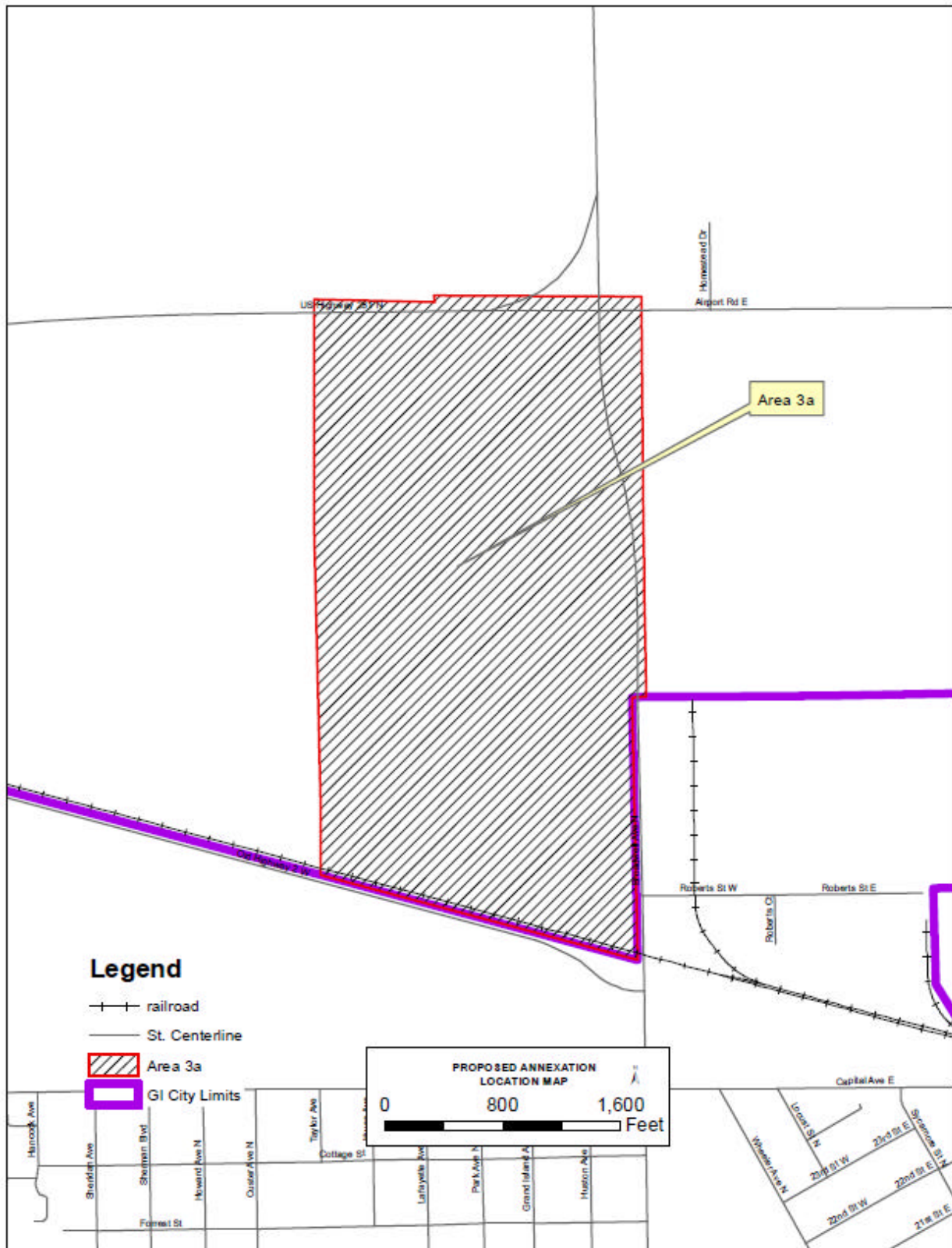
Enacted: September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9328 (Cont.)





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F3

#9329 - Consideration of Annexation of Property Located North of Bismark Road on the East Side of Stuhr Road (Annexation Area 6) (First Reading)

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

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9329

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land east of Stuhr Road and north of Bismark Road along with all adjoining public Right-of-Way in Hall County, Nebraska referenced as annexation area “6” as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on July 6, 2011, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Beginning At A Point 33’ South Of And 183’ East Of Northwest Corner 23-11-9 Said Point Being On The South Line Of Bismark Road Thence Continuing Easterly On The South Line Of Bismark Road For A Distance Of 177.5’ Thence Northerly On A Line 360.5’ East Of And Parallel To The West Lines Of Section 23-11-9 And 14-11-9 Thence Westerly On A Line 191.1’ North Of And Parallel To The South Line Of Section 14-11-9 For A Distance Of 73.63’ Thence Northerly On A Line 286.87’ East Of And Parallel To The West Line Of Section 14-11-9 For A Distance Of 43.30’ Thence Westerly On A Line To A Point 260’ East Of West Line Section 14-11-9 And 234.4’ North Of South Line Of Section 14-11-9 Thence Northerly On A Line 260.0’ East Of And Parallel To The West

Approved as to Form	<input type="checkbox"/>	_____
September 21, 2011	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9329 (Cont.)

Line Of Section 14-11-9 For A Distance Of 170.0' Thence West On A Line To A Point 191.10' East Of And 404.4' North Of The South Line Of Section 14-11-9 Thence Northerly On A Line 191.1' East Of And Parallel To The West Line Of Section 14-11-9 For A Distance Of 539.47' Thence Westerly on A Line 943.87' North Of And Parallel To The South Line Of Section 14-11-9 To The East Line Of Stuhr Road Thence Northerly On The East Line Of Stuhr Road To The Southwest Corner Of Lot 101 Industrial Addition Thence Easterly On The South Line Of Lot 101, 100 & 90 Industrial Addition For A Distance of 884.63' Thence Southeasterly On The Southwest Line Of Lot 99 Industrial Addition For A Distance Of 146.53' Thence Northeasterly On The East Line Of Lot 99 Industrial Addition For A Distance Of 50' To The Southerly Line Of The Burlington Northern Santa Fe Railroad Right Of Way Thence Southeasterly On Said Southerly Line Of Burlington Northern Santa Fe Railroad To The Northwest Corner Lot 102 Industrial Addition Thence Southerly On The West Line Of Lots 102, 110, 111 & 118 Industrial Addition To The Southwest Corner Of Lot 118 Industrial Addition Thence Easterly On The South Line Of Lots 115, 116, 117 & 118 Industrial Addition To The Southeast Corner Of Lot 115 Industrial Addition Thence Northerly On The East Line Of Lots 114 & 115 For A Distance of 380' ± Thence South Easterly On A Southerly Line Of Lot 114 Industrial Addition To The Southeast Corner Of Lot 114 Industrial Addition Thence Easterly On The South Line Of Lot 114 Industrial Addition To The Southerly Line Of The Burlington Northern Santa Fe Railroad Right Of Way Thence Southeasterly On Said South Line Of The Burlington Northern Santa Fe Railroad To A Point Of The South Line Of Bismark Road Thence Southwesterly On A Line For A Distance Of 166.5'± Thence Northwesterly On A Line For A Distance Of 330' To A Said Point Being 169.4' South Of The North Line Of Section 23-11-9 Thence Westerly On A Line For A Distance of 418.9' To A Point Being 161' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 1000' To A Point Being 151' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 587.6' To A Point 149.63' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 912.4' To A Point Being 148' South Of The North Line Of Section 23-11-9 Thence Westerly On A Line Being 148' South Of And Parallel To The North Line Of Section 23-11-9 For A Distance Of 224.6' Thence Northerly On A Line For A Distance Of 115' To The Point Of Beginning.

WHEREAS, after public hearing on September 27, 2011, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 27, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

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

ORDINANCE NO. 9329 (Cont.)

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

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

(E) The plan for extending City services is hereby approved and ratified as amended.

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

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject

ORDINANCE NO. 9329 (Cont.)

to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

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

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

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

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

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

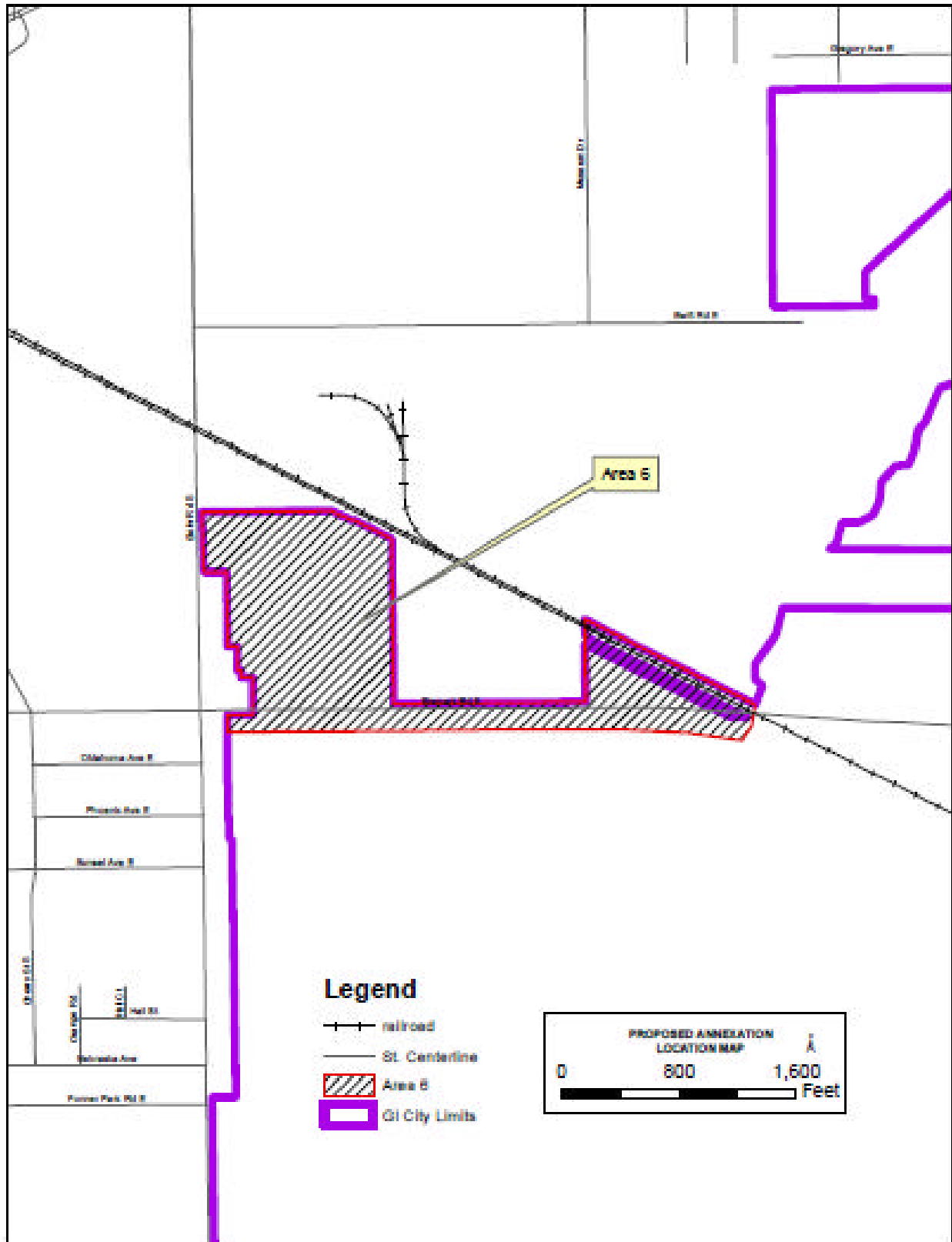
Enacted: September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9329 (Cont.)





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F4

**#9330 - Consideration of Annexation of Property Located North of
US Highway 34 on the East Side of South Locust Street
(Annexation Area 7) (First Reading)**

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

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9330

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land east of Locust Street and north of U.S. Highway 34 along with all adjoining public Right-of-Way in Hall County, Nebraska referenced as annexation area “7” as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on July 6, 2011, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Beginning At The Southeast Corner Of Desert Rose Subdivision Thence North On The East Line Of Desert Rose Subdivision For A Distance Of 323.6’ Thence Easterly On The South Line Of Desert Rose Sub For A Distance Of 55’ Thence Northerly On The East Line Of Desert Rose Subdivision For A Distance Of 201’ To The Northeast Corner Of Desert Rose Subdivision Thence Easterly On An Extension Of The North Line Of Desert Rose Subdivision For A Distance Of 445’ ± Thence Northerly On A Line For A Distance Of 669.4’ ± To The South Line Of Firethorne Estates Subdivision Thence Easterly On The South Line Of Firethorne Estates Subdivision For A Distance Of 1,223.6’ ± Thence Southerly On A Line For A Distance Of 327.5’ ± Thence Southwesterly On A Line For A

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney

ORDINANCE NO. 9330 (Cont.)

Distance Of 654.1'± Thence Westerly On A Line For A Distance Of 106' Thence Southerly On A Line For A Distance Of 193.6'± Thence Easterly On A Line For A Distance Of 106' Thence South On A Line To A Point On The North Line Of the U.S. Highway 34, Husker Highway Thence Westerly On The South Line Of Said U.S. Highway 34, Husker Highway To The West Line Of Northeast Quarter Of Northwest Quarter Section 34-11-9 Thence Northerly On The West Line Of Northeast Quarter, Northwest Quarter Section 34-11-9 To The North Line Of Section 34-11-9 Thence Continuing Northerly On The West Line Of The Southeast Quarter Of Southwest Quarter Section 27-11-9 To The North Line Of U.S. Highway 34, Husker Highway Thence Westerly And Northerly On The North Line Of U.S. Highway 34, Husker Highway To The Point Of Beginning

WHEREAS, after public hearing on September 27, 2011, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 27, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

ORDINANCE NO. 9330 (Cont.)

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

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

(E) The plan for extending City services is hereby approved and ratified as amended.

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

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

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

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

ORDINANCE NO. 9330 (Cont.)

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

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

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

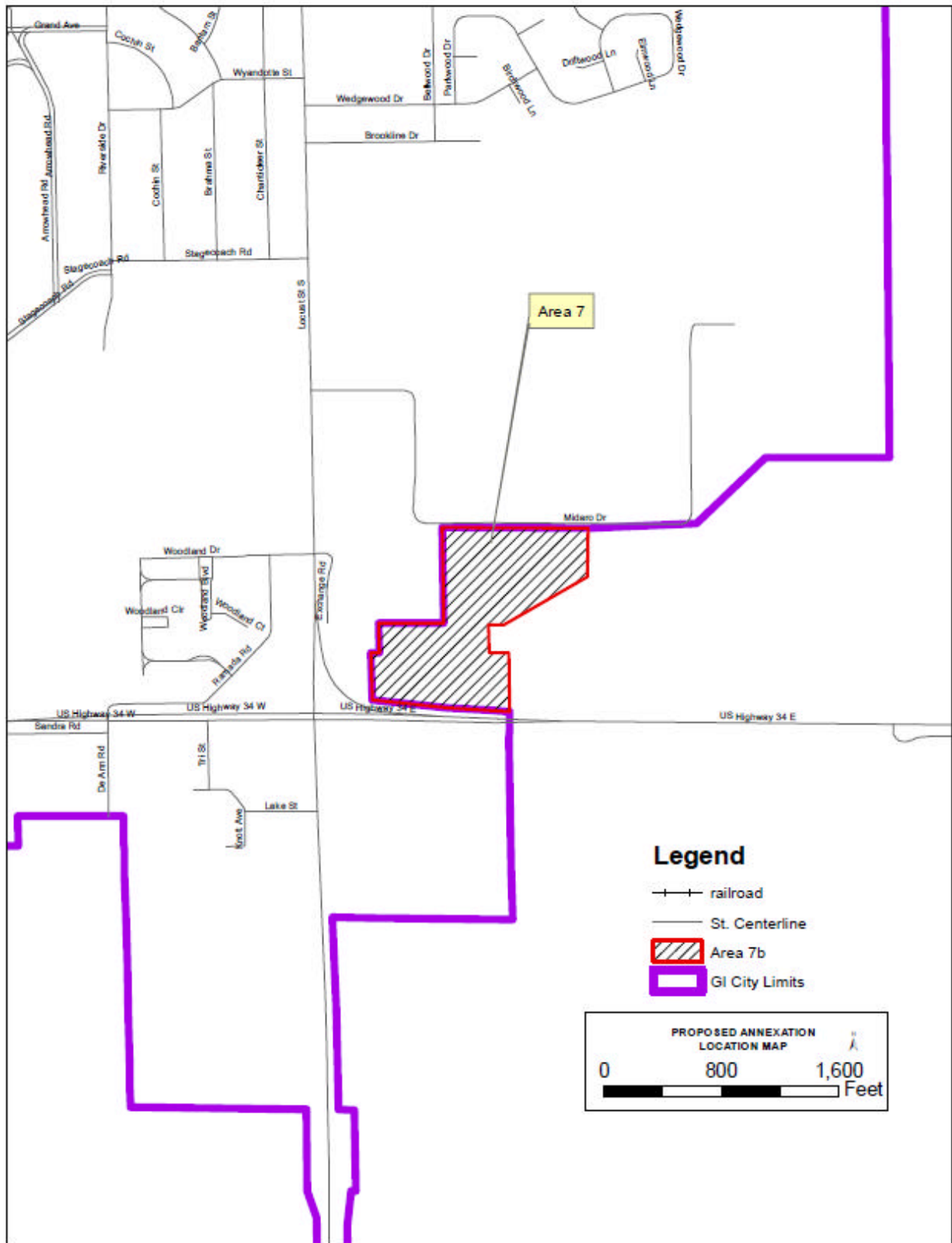
Enacted: September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9330 (Cont.)





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F5

**#9331 - Consideration of Annexation of Property Located North of
Husker Highway to the West Side of US Highway 281 and
Prairieview Street (Annexation Area 12) (First Reading)**

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9331

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land west of U.S. Highway 281 and north of U.S. Highway 34 along with all adjoining public Right-of-Way in Hall County, Nebraska referenced as annexation area “12” as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on July 6, 2011, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Beginning At The Southwest Corner Of Pedcor Subdivision Thence Continuing Southerly On An Extension Of The West Line Of Pedcor Subdivision To The West Line Of Pedcor Subdivision To The Southerly Line Of U.S. Highway 34, Husker Highway Thence Westerly On The South Line Of Said Highway To A Point On The West Line Of The Northeast Quarter Of The Northwest Quarter Section 36-11-10 Thence Northerly On The West Line Of Northeast Quarter, Northwest Quarter Section 36-11-10 To The Northwest Corner Of Northeast Quarter, Northwest Quarter Section 36-11-10 Said Point Also Being The Southwest Corner Of Southeast Quarter Of Southwest Quarter Section 25-11-10 Thence Continuing Northerly On The West Line Of The Southeast Quarter,

Approved as to Form	<input type="checkbox"/>	_____
September 21, 2011	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9331 (Cont.)

Southwest Quarter, Northeast Quarter, Southwest Quarter And The Southeast Quarter Northwest Quarter Section 25-11-10. To The Northwest Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 Thence Easterly On The North Line Of Southeast Quarter, Northwest Quarter Section 25-11-10 To The Northeast Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 The Southerly On The East Line Of Southeast Quarter, Northwest Quarter Section 25-11-10 To The Southeast Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 Said Point Also Being The Center Of Section 25-11-10 Thence Easterly On The North Line Of Southeast Quarter Section 25-11-10 To The Northwest Corner Of Pedcor Second Subdivision Thence Southerly On The West Line Of Pedcor Second Subdivision and Pedcor Subdivision To The Point Of Beginning

WHEREAS, after public hearing on September 27, 2011, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 27, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

ORDINANCE NO. 9331 (Cont.)

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

(E) The plan for extending City services is hereby approved and ratified as amended.

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

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

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

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

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

ORDINANCE NO. 9331 (Cont.)

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

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

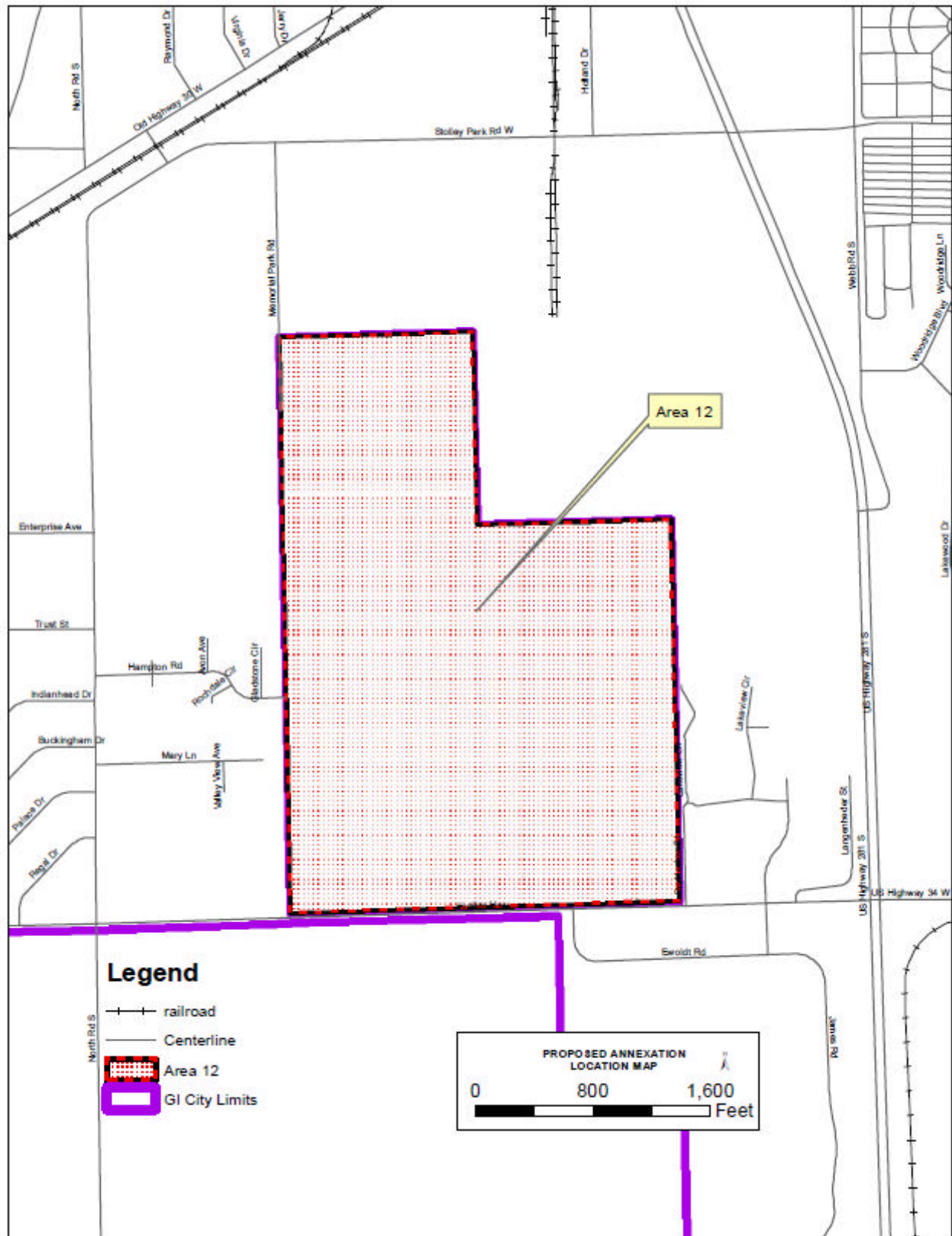
Enacted: September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9331 (Cont.)





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F6

#9332 - Consideration of Annexation of Property Located South of Old Potash Highway on the West Side of North Road (Annexation Area 13) (First Reading)

This item relates to the aforementioned Public Hearing item E-9.

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9332

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land west of North Road and south of Old Potash Highway along with all adjoining public Right-of-Way in Hall County, Nebraska referenced as annexation area “13” as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on July 6, 2011, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Beginning At The Northeast Corner Section 23-11-10 Thence Southerly On The East Line Of Said Section 23-11-10 To A Point 300' North Of The Southeast Corner Of Northeast Quarter Of Northeast Quarter section 23-11-10 Thence West On A Line For A Distance Of 333' Thence Southerly On A Line For A Distance Of 300' To A Point On The North Line Of Gosda Subdivision Thence Westerly On The North Line Of Gosda Subdivision To The Northwest Corner Of Gosda Subdivision Thence Southerly On The West Line Of Gosda Subdivision, Springdale Subdivision And Springdale Second Subdivision To The North Line Of Garland Subdivision Thence Westerly On The North Line Of Garland Subdivision To The Northwest Corner Of Garland Subdivision Also

Approved as to Form	<input type="checkbox"/>	_____
September 21, 2011	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9332 (Cont.)

Being The Southwest Corner Northeast Quarter Section 23-11-10 Thence Continuing Westerly On The South Line Of The Northwest Quarter Section 23-11-10 For A Distance Of 35' Thence Northerly On A Line To The Southeast Corner Of Copper Creek Estates Subdivision Thence continuing Northerly On The East Line Of Copper Creek Estates Subdivision To The Northeast Corner Of Copper Creek Estates Subdivision Being On The North Line Of Section 23-11-10 To The Point Of Beginning

WHEREAS, after public hearing on September 27, 2011, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 27, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9332 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services is hereby approved and ratified as amended.

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

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

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

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

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

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

ORDINANCE NO. 9332 (Cont.)

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

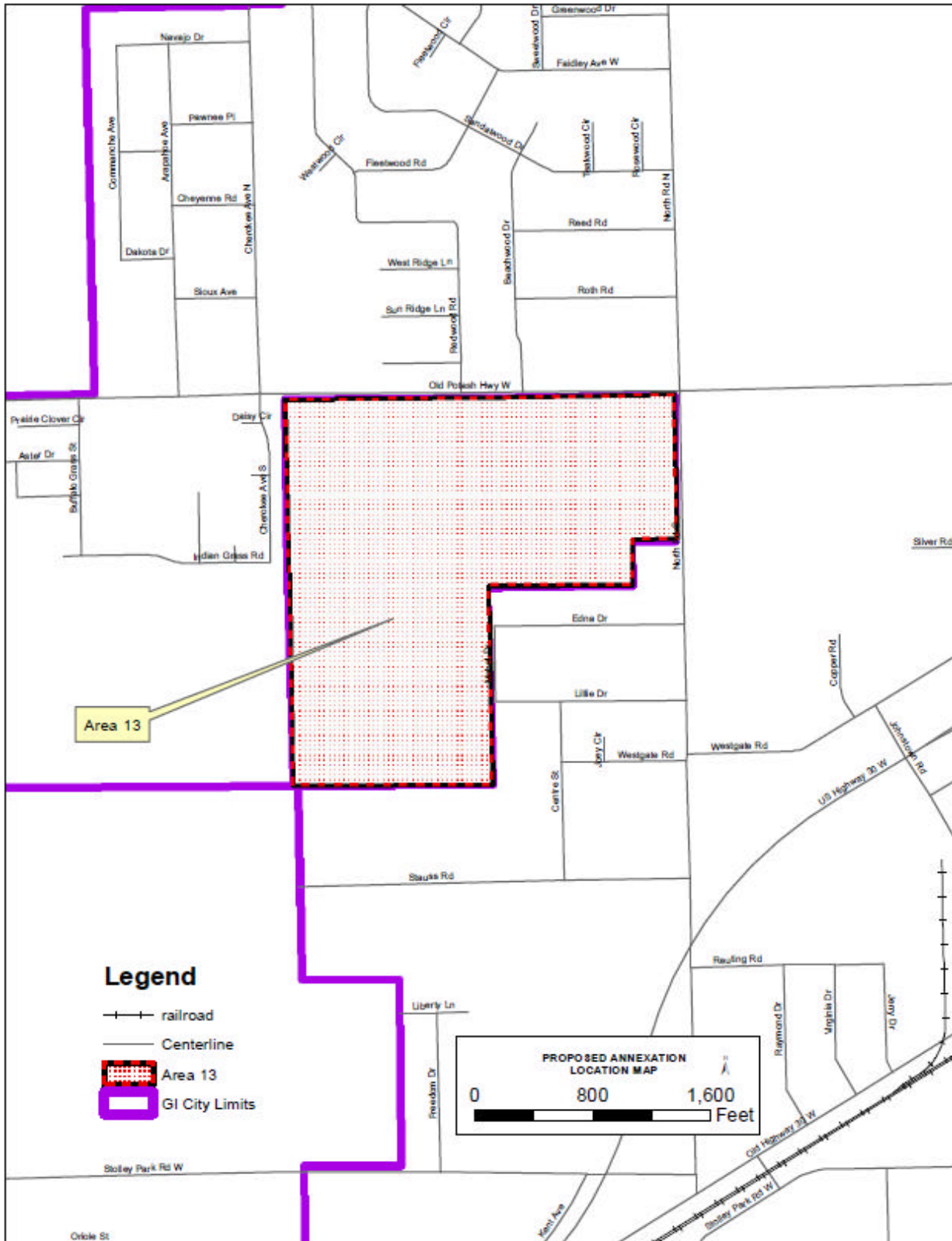
Enacted: September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9332 (Cont.)





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F7

#9333 - Consideration of Annexation of Property Located South of 13th Street on the East and West Side of North Road and North of Faidley Avenue (Annexation Area 14) (First Reading)

This item relates to the aforementioned Public Hearing item E-10.

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9333

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tracts of land east and west of North Road and south of 13th Street along with all adjoining public Right-of-Way in Hall County, Nebraska referenced as annexation area “14”as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on July 6, 2011, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Beginning At The Northwest Corner East Half Of Northwest Quarter Section 13-11-10, Said Point Also Being The Northwest Corner Of Larue Third Subdivision Thence Southerly On The West Line Of Larue Third Subdivision To The Southwest Corner Of Larue Third Subdivision To The Southwest Corner Of Larue Third Subdivision Said Point Also Being The Southwest Corner Of The East Half Of Northwest Quarter Of Section 13-11-10 Thence Westerly On The South Line Of The Northwest Quarter Section 13-11-10 To The West Line Section 13-11-10 Thence North On The West Line Of Section 13-11-10 Also Being The East Line Of Section 14-11-10 To The Northeast Corner Of Westwood Park Subdivision Said Point Also Being The Northeast Corner Of

Approved as to Form	<input type="checkbox"/>	_____
September 21, 2011	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9333 (Cont.)

Southeast Quarter Of Northeast Quarter Section 14-11-10 Thence Westerly On The North Line Of Westwood Park Subdivision To The Southeast Corner Lot 1 Block 2 Neumann Second Subdivision Thence Northerly On The East Line Of Neumann Second Subdivision And Extension There Of To The North Line Of Section 14-11-10 Thence Easterly On The North Line Of Section 14-11-10 To The Northeast Corner Of Section 14-11-10 Also Being The Northwest Corner Section 13-11-10 Thence Continuing Easterly On The North Line Of Section 13-11-10 To The Point Of Beginning

WHEREAS, after public hearing on September 27, 2011, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 27, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

ORDINANCE NO. 9333 (Cont.)

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

(E) The plan for extending City services is hereby approved and ratified as amended.

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

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

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

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

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

ORDINANCE NO. 9333 (Cont.)

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

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

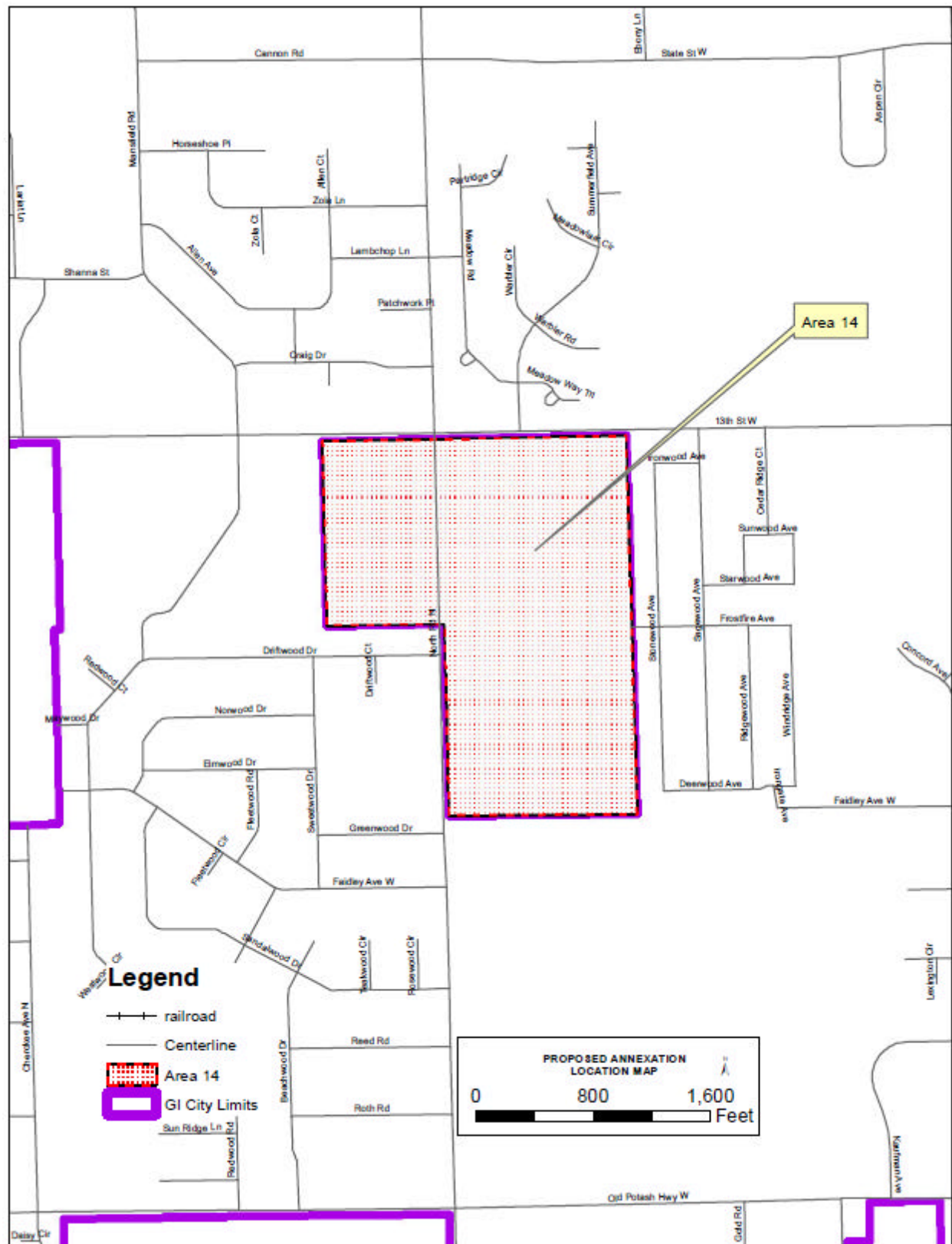
Enacted: September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9333 (Cont.)





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F8

#9334 - Consideration of Annexation of Olson Subdivision Located South of Airport Road and North and West of US Highway 281 (First Reading).

This item relates to the aforementioned Public Hearing item E-11.

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9334

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Olson Subdivision and the adjoining Right-Of-Way for Airport Road and U.S. Highway 281 in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after the Phil A Mader and Linda Mader as owners of the property submitted a plat of Olson Subdivision an Addition to the City of Grand Island for approval; and

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

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

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney

ORDINANCE NO. 9334 (Cont.)

WHEREAS, on September 27, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

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

ORDINANCE NO. 9334 (Cont.)

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

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

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

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

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

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

Enacted: September 27, 2011.

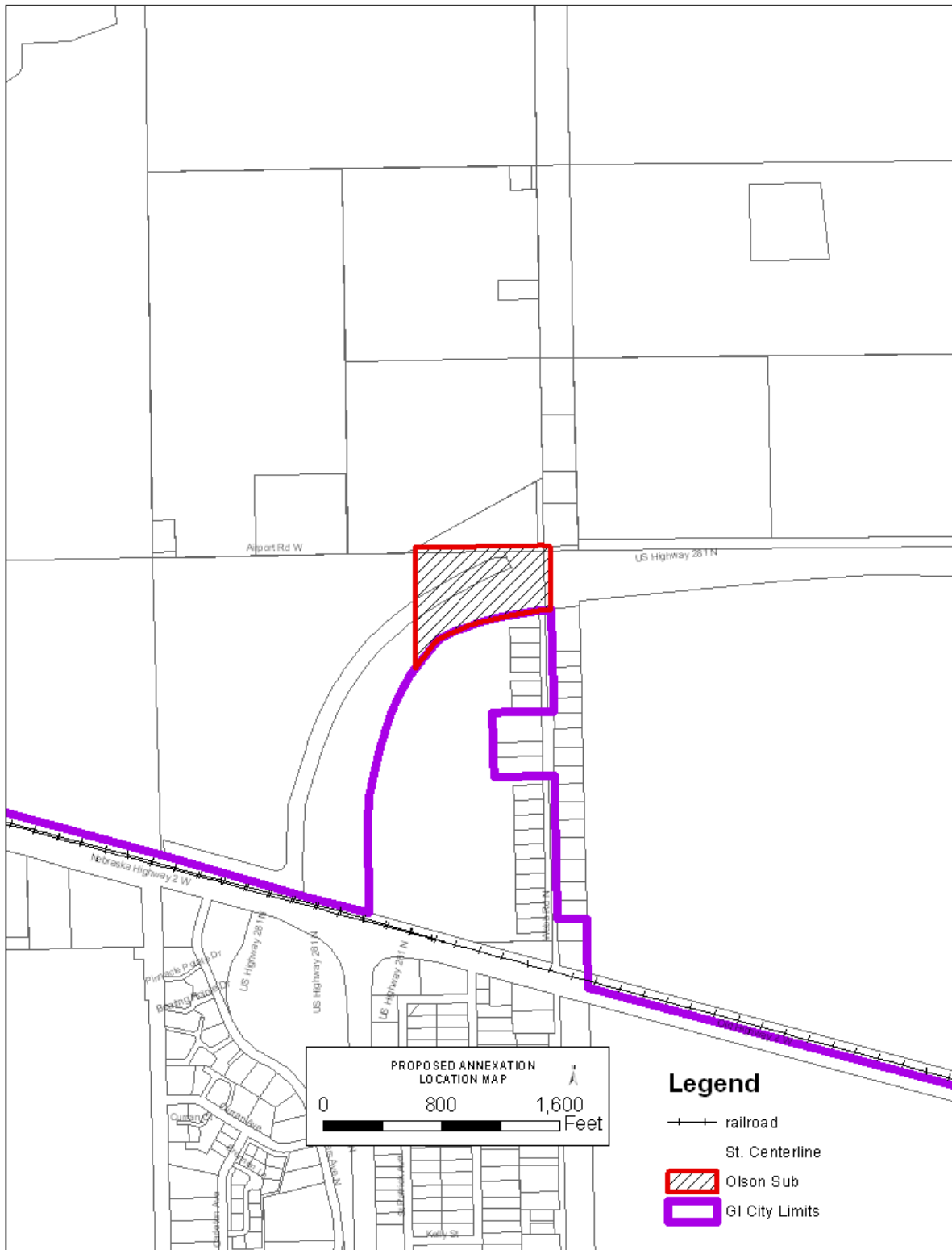
ORDINANCE NO. 9334 (Cont.)

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9334 (Cont.)





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item F9

**#9335 - Consideration of City Council's Approval of all Individual
City Negotiators**

Staff Contact: Councilman Larry Carney

Council Agenda Memo

From: Councilmember Larry Carney
Meeting: September 27, 2011
Subject: City Council Approval of City Negotiators
Item #'s: F-9
Presenter(s): Councilmember Larry Carney

Background

To allow the City Council to participate in the selection of City negotiators.

Discussion

It is thought to be in the City's best interest to require the City Council to approve all City negotiators prior to labor negotiations on behalf of the City.

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

Recommend that the Council approve Ordinance No.

Sample Motion

Move to approve Ordinance No.

ORDINANCE NO. 9335

WHEREAS, pursuant to Neb Rev. Stat. §16-201, the City has authority, by Ordinance to make all rules and regulations, not inconsistent with state laws; and

WHEREAS, an ordinance to require the City Council's approval of all individual City negotiators prior to entering into labor contract negotiations, on behalf of the City, with any individual or union; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. The Mayor and Council hereby find and determine: that it is in the City's best interest to require the City Council to approve all City negotiators prior to labor negotiations on behalf of the City.

SECTION 2. 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 in one issue of the Grand Island Independent, within fifteen days as provided by law.

Enacted: September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G1

Approving Minutes of September 13, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 13, 2011

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 13, 2011. Notice of the meeting was given in *The Grand Island Independent* on September 7, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan and John Gericke. Councilmember Randy Gard was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, and Public Works Director John Collins.

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

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Evan Dexter and Jackson Buck. Mayor commented on signing the final bonds for the Heartland Events Center with a gross debt service savings of \$900,000. Mentioned were the following boards that had vacancies: Regional Planning Commission, BID #8, and Citizens' Review Committee.

City Administrator Mary Lou Brown commented on upcoming Study Sessions in October. Extension of sewer on Highway 281 would be brought forward in October.

BOARD OF EQUALIZATION: Motion by Gilbert, second by Ramsey, carried unanimously to adjourn to the Board of Equalization.

#2011-BE-2 – Consideration of Determining Benefits for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road. City Administrator Mary Lou Brown reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #4. Special assessments were for the amount of \$27,966.14.

#2011-BE-3 – Consideration of Determining Benefits for Business Improvement District #6, Second Street. City Administrator Mary Lou Brown reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #6. Special assessments were for the amount of \$14,288.66.

#2011-BE-4 – Consideration of Determining Benefits for Business Improvement District #7, South Locust Street from Stolley Park Road to Highway 34. City Administrator Mary Lou Brown reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #7. Special assessments were for the amount of \$58,882.38.

#2011-BE-5 – Consideration of Determining Benefits for Business Improvement District #8, Downtown. City Administrator Mary Lou Brown reported that the City Council in its' capacity

as the Board of Equalization was required to determine the benefits for BID #8. Special assessments were for the amount of \$89,691.84. Presented were two Resolutions with a 70% and 100% assessment for owner occupied residents.

Motion by Gilbert, second by Ramsey to approve Resolutions #2011-BE-2, #2011-BE-3, #2011-BE-4 and #2011-BE-5 (A). Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Dugan carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on General Property, Parking District #2 (Ramp) and Community Development Authority Tax Request. City Administrator Mary Lou Brown reported that state statutes requires the City to conduct a public hearing if the property tax request changes from one year to the next. Property tax request for the 2011-2012 general property tax was \$7,970,431, Parking District No. 2 at \$8,000, and the Community Redevelopment Authority property tax at \$639,405. Staff recommended approval. No public testimony was heard.

Public Hearing on Establishing the Rates for the General Occupation Tax for Downtown Parking District No. 1. City Administrator Mary Lou Brown reported that this was the annual Council action to establish the occupation tax for Downtown Improvement and Parking District No. 1. FY 2011-2012 occupation tax factor was \$.1732 per square foot and would provide taxes of \$39,992.53. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at the Southwest Corner of the Intersection of Belfry Blvd. and August Parkway (Indianhead Golf Club). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the southwest corner of the intersection of Belfry Blvd. and August Parkway was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of locating a three phase pad mounted transformer and high voltage switch gear for the residential subdivision and the sewer lift station. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at the Northeast Corner of Stolley Park School Property (School District of Grand Island). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the northeast corner of Stolley Park School property was needed in order to have access to install, upgrade, maintain, and repair water lines and public fire hydrant for the purpose to provide a new public fire hydrant. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 1220 S. Gunbarrel Road (Christopher & Natalie Meister). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 1220 S. Gunbarrel Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of correcting the easement on Lot Two (2), Paradise Lake Estates Fourth Subdivision. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at the Northeast Corner of Starr School Property (School District of Grand Island). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the northeast corner of Starr School property was needed in order to have access to install, upgrade, maintain, and repair a water line and fire hydrant for the purpose to provide a new public fire hydrant. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 5112 S. Antelope Drive (Rich & Sons Camper Sales). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 5112 S. Antelope Drive was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of locating a pad mounted transformer, electrical conduits and cable to serve the expanded facility of Rich and Sons Camper Sales. Staff recommended approval. No public testimony was heard.

RESOLUTION:

#2011-258 – Consideration of Approving the IBEW (Service/Clerical) Labor Agreement. Human Resources Director Brenda Sutherland reported that this contract was for one year with a 1.75% wage increase and a ten cent shift differential for the position of Public Safety Dispatcher for hours worked between 3:00 p.m. and 11:00 p.m. Other changes were the addition of the Community Development Specialist, renaming the GIS Specialist to GIS Coordinator, medical leave to care for immediate family members increased from forty hours to eighty hours, grandchildren were moved from non-immediate family to immediate family in the Bereavement Leave policy, and temporary Disability was more defined to match the language commonly used in other IBEW contracts.

Discussion was held regarding the non-binding arbitration and how it compared to other cities. Ms. Sutherland stated typically discipline was not compared with other cities and this was comparable to other contracts the City had. Explained were the non-binding arbitration and the additional time this step would take.

Motion by Ramsey, second by Donaldson to approve Resolution #2011-258. Upon roll call vote, all voted aye. Motion adopted.

IBEW representatives Dan Quick and Larry Grim were present to sign the IBEW Labor Agreement along with Mayor Vavricek.

ORDINANCES:

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

#9318 – Consideration of Approving FY 2011-2012 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

#9319 – Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1

#9320 – Consideration of Assessments for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road

#9321 – Consideration of Assessments for Business Improvement District #6, Second Street

#9322 – Consideration of Assessments for Business Improvement District #7, South Locust from Stolley Park Road to Highway 34

#9323 (A) – Consideration of Assessments for Business Improvement District #8, Downtown

#9324 – Consideration of Creation of Sanitary Sewer District No. 529; Westwood Park Subdivision

#9325 – Consideration of Granting a Temporary Construction Easement to Burlington Northern Santa Fe (BNSF) on City Owned Property Located West of Webb Road and North of BNSF Railroad Tracks

#9326 – Consideration of 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 Ramsey second the motion. Upon roll call vote, all voted aye. Motion adopted.

#9326 – Consideration of Salary Ordinance

Human Resources Brenda Sutherland reported that Ordinance #9326 would allow for the IBEW Service/Clerical Labor Agreement previously adopted and make two corrections to the previous Salary Ordinance.

Motion by Donaldson, second by Dugan to approve Ordinance #9326.

City Clerk: Ordinance #9326 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember’s Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, and Dugan voted aye. Councilmember’s Haase and Gericke voted no. Motion adopted.

City Clerk: Ordinance #9326 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember’s Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, and Dugan voted aye. Councilmember’s Haase and Gericke voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9326 is declared to be lawfully adopted upon publication as required by law.

#9318 – Consideration of Approving FY 2011-2012 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

City Administrator Mary Lou Brown highlighted the changes to the 2011 forecast and 2012 ending cash balances. Public Works Director John Collins presented a PowerPoint answering questions from Council regarding the Wastewater budget.

Discussion was held regarding the valuation, mill levy, and programs through Program Prioritization.

Motion by Dugan, second by Nickerson to approve Ordinance #9318.

City Clerk: Ordinance #9318 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Niemann, Nickerson, Donaldson, Dugan and Gericke voted aye. Councilmember's Haase, Carney, Ramsey, and Gilbert voted no. Mayor Vavricek cast the sixth and deciding vote to approve. Motion adopted.

City Clerk: Ordinance #9318 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Niemann, Nickerson, Donaldson, Dugan and Gericke voted aye. Councilmember's Haase, Carney, Ramsey, and Gilbert voted no. Mayor Vavricek cast the sixth and deciding vote to approve. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9318 is declared to be lawfully adopted upon publication as required by law.

#9319 – Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1

City Administrator Mary Lou Brown stated this item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Gericke to approve Ordinance #9319.

City Clerk: Ordinance #9319 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 #9319 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9319 is declared to be lawfully adopted upon publication as required by law.

#9320 – Consideration of Assessments for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road

#9321 – Consideration of Assessments for Business Improvement District #6, Second Street

#9322 – Consideration of Assessments for Business Improvement District #7, South Locust from Stolley Park Road to Highway 34

#9323 (A) – Consideration of Assessments for Business Improvement District #8, Downtown

Motion by Ramsey, second by Niemann to approve Ordinances #9230, #9321, #9322, #9323.

City Clerk: Ordinances #9320, #9321, #9322, and #9323 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9320, #9321, #9322, and #9323 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9320, #9321, #9322, and #9323 are declared to be lawfully adopted upon publication as required by law.

City Attorney Robert Sivick stated Ordinance #9323 needed to be clarified as to which percent was approved, either the 70% - (A) or the 100% - (B).

Motion by Gilbert, second by Niemann to clarify Ordinance #9323 (A) be approved. Upon roll call vote, all voted aye. Motion adopted.

#9324 – Consideration of Creation of Sanitary Sewer District No. 529; Westwood Park Subdivision

Public Works Director John Collins reported that Ordinance #9324 would create Sanitary Sewer District No. 529 in Westwood Park Subdivision. A petition was received for the sanitary sewer signed by 22 residents

Motion by Dugan, second by Donaldson to approve Ordinance #9324.

City Clerk: Ordinance #9324 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 #9324 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9324 is declared to be lawfully adopted upon publication as required by law.

#9325 – Consideration of Granting a Temporary Construction Easement to Burlington Northern Santa Fe (BNSF) on City Owned Property Located West of Webb Road and North of BNSF Railroad Tracks

Regional Planning Director Chad Nabity reported that Ordinance #9325 would provide for a temporary construction easement with BNSF for a double track expansion.

Motion by Gilbert, second by Donaldson to approve Ordinance #9325.

City Clerk: Ordinance #9325 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 #9325 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9325 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA:. Consent agenda item G16 was removed for further discussion. Motion by Ramsey, second by Dugan to approve the Consent Agenda excluding item G-16. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 23, 2011 City Council Regular Meeting.

Approving Minutes of August 25, 2011 City Council Special Meeting.

#2011-228 – Approving Interlocal Cooperative Agreement for School Resource Officer (SRO) with the Grand Island Public Schools.

#2011-229 – Approving Police Service Contract with Hall County Housing Authority (HCHA).

#2011-230 – Approving Acquisition of Utility Easement located at the Southwest Corner of Intersection of Belfry Blvd. & August Parkway (Indianhead Golf Club).

#2011-231 – Approving Acquisition of Utility easement located at the Northeast Corner of Stolley Park School Property (School District of Grand Island).

#2011-232 – Approving Acquisition of Utility Easement located at 1220 S. Gunbarrel Road (Christopher & Natalie Meister).

#2011-233 – Approving Acquisition of Utility Easement located at the Northeast Corner of Starr School Property (School District of Grand Island).

#2011-234 – Approving Acquisition of Utility Easement located at 5112 S. Antelope Drive (Rich & Sons Camper Sales).

#2011-235 – Approving Change Order #1 for Water Main Project 2011-W-1 Water Main Replacement – 7th Street, Elm to Clark, and Clark from 7th to 9th Street with Diamond Engineering Company of Grand Island, Nebraska for an increase of \$23,418.38 and a Revised Contract Amount of \$230,325.70.

#2011-236 – Approving the Boiler & Machinery Insurance for the Utilities Department for 2011-2012 with Factory Mutual Insurance Company of St. Louis, Missouri in an Amount of \$382,936.00 and Terrorism Insurance Coverage in an Amount of \$22,372.00.

#2011-237 – Approving Bid Award for Building Reconstruction – Lift Station No. 4; Project No. 2011-S-4 with Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$38,372.80.

#2011-238 – Approving Union Pacific Railroad/Elm Street Crossing Closure Agreement with Union Pacific Railroad, Nebraska Department of Roads, and Gavilon.

#2011-239 – Approving Supplemental No. 1 to the Agreement with Nebraska Department of Roads for the State Street and Capital Avenue Connector Trail.

#2011-240 – Approving Change Order No. 1 for Asphalt Maintenance Project 2011-AC-1 with J.I.L. Asphalt Paving Co. of Grand Island, Nebraska for an increase of \$22,788.00 and a Revised Contract Amount of \$328,252.36.

#2011-242 – Approving Bid Award for Grand Island Quiet Zone Project No. 2012-QZ-1 with Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$247,718.25.

#2011-243 – Approving Change Order No. 2 on Project WWTP-2010-3 for Aeration Basin Improvements at the Wastewater Treatment Plant with Oakview of Red Oak, Iowa for an increase of \$397,897.00 and a Revised Contract Amount of \$3,974,149.00.

#2011-244 – Approving Bid Award for Moores Creek Drain Extension – Old Potash Crossing; Drainage Project No. 2008-D-2 with Midlands Contracting, Inc. of Kearney, Nebraska in an Amount of \$166,805.00.

#2011-245 – Approving Bid Award for 2011-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project with Midlands Contracting, Inc. of Kearney, Nebraska in an Amount of \$151,809.00.

#2011-246 – Approving Application for 2011 Transportation Enhancement Program Grant for the Capital Avenue – Webb road to Broadwell Avenue Trail in an Amount of \$173,544.78.

#2011-247 – Approving Application for 2011 Transportation Enhancement Program Grant for the Broadwell Avenue – Capital Avenue to Eagle Scout Park Trail in an Amount of \$178,091.00.

#2011-248 – Approving Application for 2011 Transportation Enhancement Program Grant for the Mormon Island Trail in an Amount of \$345,206.00.

#2011-249 – Approving Bid Award for the St. Joseph Trail Reconstruction – 2011 with Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$168,769.25.

#2011-250 – Approving Agreement for Temporary Construction Easement at the Southwest Corner of Capital Avenue and Sky Park Road (Procon Development Company, L.L.C.).

#2011-251 – Approving Bid Award for the Southwest Drainage 2011-D-1 Project Pipe with Rinker Materials of Valley, Nebraska in an Amount of \$199,728.10.

#2011-252 – Approving Water Main Extension Agreement with the Union Pacific Railroad Company.

#2011-253 – Approving 2011-2012 Victims of Crime Act (VOCA) Grant in an Amount of \$46,110.00.

#2011-254 – Approving Contract with The Grand Island Independent for Newspaper Advertisement.

#2011-255 – Approving Annual Renewal for Health and Dental Contract with Regional Care, Inc. (RCI).

#2011-241 – Approving Bid Award for Submersible Sewage Pumps at Wastewater Treatment Plant with Electric Pump of Des Moines, Iowa in an Amount of \$99,472.00. Discussion was held regarding the disparity in the bid numbers. Public Works Director John Collins explained the bid process. This was a re-bid and bidders met specifications.

Motion by Nickerson, second by Carney to approve Resolution #2011-241. Upon roll call vote, all voted aye.

RESOLUTIONS:

#2011-227 – Consideration of Approving 2011-2012 Fee Schedule. This item was referred from the August 25, 2011 City Council meeting. Discussion was held regard the cost recover of these fees as they related to programs.

Motion by Ramsey, second by Donaldson to approve Resolution #2011-227. Upon roll call vote, all voted aye. Motion adopted.

#2011-256 – Consideration of Approving General Property, Parking District #2 (Ramp) and Community Redevelopment Authority Tax Request. This item related to the aforementioned Public Hearing. Discussion was held regarding the increase in taxes on property owners.

Motion by Donaldson, second by Dugan to approve Resolution #2011-256. Upon roll call vote, Councilmember's Carney, Niemann, Nickerson, Donaldson, Dugan, and Gericke voted aye. Councilmember's Haase, Ramsey, and Gilbert voted no. Motion adopted.

#2011-257 – Consideration of Approving 1% Increase to the Lid Limit. City Administrator Mary Lou Brown reported that in 1998 the Nebraska State Legislature passed LB 989 which put a cap on the amount of restricted revenues a political subdivision could budget for. The restricted revenues that the City of Grand Island included in the budget were Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and State Aid. Of those restricted revenues, property tax was the only revenue that the City could control. The increase in restricted funds authority using the 1% additional amount and the population growth (when available) was not an increase in budgeted revenues. It only provided the ability to increase restricted revenues, particularly property tax, in a future year if necessary.

Discussion was held regarding the legislative intent to keep a lid on property tax. Human Resources Director Brenda Sutherland commented on CIR issues concerning legislative bills regarding available funds to pay comparables. Comments were made by council concerning the amount that could be raised by the 1% increase to the lid.

Motion by Gilbert, second by Gericke to approve Resolution #2011-257. Upon roll call vote, Councilmember's Niemann and Gericke voted aye. Councilmember's Haase, Carney, Ramsey, Gilbert, Nickerson, Donaldson, and Dugan vote no. Motion failed.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of August 24, 2011 through September 13, 2011, for a total amount of \$4,890,010.92. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Comments were made concerning the purpose of Executive Sessions and the need for them. Motion by Gilbert, second by Ramsey to adjourn to Executive Session at 8:37 p.m. for the purpose of union negotiation updates with IBEW. Upon roll call vote, Councilmember's Haase, Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, and Dugan voted aye. Councilmember Gericke voted no. Motion adopted.

Councilmember Carney was absent at 8:37 p.m.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Gericke to return to Regular Session at 9:50 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G2

Approving Appointment of Eric D. Edwards to the Business Improvement District #8 Board

The Mayor has submitted the appointment of Eric D. Edwards to the Business Improvement District #8 Board to replace Mike Wooden. This appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2013.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G3

Approving Re-Appointment of Tom Gdowski to the Community Redevelopment Authority Board

The Mayor has submitted the re-appointment of Tom Gdowski to the Community Redevelopment Authority Board. This appointment would become effective October 1, 2011 upon approval by the City Council and would expire on September 30, 2016.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G4

Approving Re-Appointment of Bob Loewenstein to the Animal Advisory Board

The Mayor has submitted the re-appointment of Bob Loewenstein to the Animal Advisory Board. This appointment would become effective October 9, 2011 upon approval by the City Council and would expire on October 8, 2014.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G5

**Approving Garbage Permits for Clark Brothers Sanitation,
Heartland Disposal, Mid-Nebraska Disposal, Inc. and Refuse
Permits for Full Circle, Inc. and O'Neill Transportation and
Equipment**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: September 27, 2011
Subject: Approving Garbage and Refuse Haulers Permits
Item #'s: G-5
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

The following businesses have submitted applications for renewal for 2011/2012:

Clark Brothers Sanitation, 3080 West 2 nd Street	Garbage
Heartland Disposal, 2423 W. Old Lincoln Hwy.	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 nd Street	Garbage
Full Circle, Inc., 4331 Juergen Road	Refuse
O'Neill Transportation and Equipment, 558 S. Stuhr Rd.	Refuse

All City Code requirements have been met by these businesses.

Alternatives

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

Recommendation

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2011/2012.

Sample Motion

Move to approve the renewal for garbage/refuse permits for 2011/2012.



Application for Haulers License

1 **Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

LTSC, Inc. dba Clark Brothers Sanitation

Business Address

3080 W 2nd Grand Island, NE

Business Telephone

308/384-2570

68803

- b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19)

384-2570

- * Name Used on Vehicles (Sec. 17-18)

Clark Brothers Sanitation

3 **Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-18)
b. ☒ Certificate of Insurance (Section 17-21) ON FILE
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-22) ON FILE
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-18)

Inspection being done on 9/14/17

9/14/17

Date

Signature of Applicant



1137 South Locust • Grand Island, NE 68801
Phone (308) 385-5175 • Fax (308) 385-5181

GARBAGE REFUSE CERTIFICATION OF INSPECTION FOR SERVICE & METHOD OF OPERATION

Year: 2011 - 2012 Fee: \$ 336.00
Date Issued: October 1, 2011 Owner: Clark Brothers Sanitation
Date Expires: Sept. 30, 2012 Business: Clark Brothers Sanitation
Units: 12 Location: 3080 W 2nd St
Grand Island NE 68803

This permit is nontransferable as to ownership or location, and may be revoked for cause.

THIS PERMIT MUST BE PROMINENTLY POSTED AT PLACE OF BUSINESS.

Executive Director

	Vehicle Year/Model	License	Load Type	Condition
1)	2004 Freightliner	8-1180	Rear Load	Satisfactory
2)	2003 International	8-1175	Rear Load	Satisfactory
3)	2007 International	8-13964	Rear Load	Satisfactory
4)	1998 Freightliner	8-7450	Side Load	Satisfactory
5)	1996 Crane	8-1174	Side Load	Satisfactory
6)	1996 International	8-12501	Rear Load	Satisfactory
7)	1999 Volvo	8-9053	Side Load	Satisfactory
8)	2006 Mac	8-12498	Rear Load	Satisfactory
9)	2007 Freightliner	8-7148	Rear Load	Satisfactory
10)	1993 White	8-6677	Front Load	Does not run, no license
11)	1994 Freightliner	8-12492	Rear Load	Satisfactory
12)	1988 Mac	8-12491	Rear Load	Satisfactory-remove CW Signage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2011

PRODUCER (402)752-3700 FAX: (402)752-3706

Krull Insurance Agency

108 North Smith

PO Box 200

Kenesaw

NE 68956

INSURED

Mid-NE Disposal Inc. & LTSC Inc. &

Clark Brothers

3080 W 2nd St

Grand Island

NE 68803-5264

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Employers Mutual

21415

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	3D53875	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	3R53875	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY	3J53875	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000,000
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3H53875	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Copy of the policy is available upon request.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
JOHN LONGORIA/JL



Application for Haulers License

1 **Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name Heartland Disposal
Business Address 2423 W Old Lincoln Hwy
Business Telephone 382-1683

b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19) _____
* Name Used on Vehicles (Sec. 17-18) Heartland Disposal

3 **Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County
Name and Home Address of Individual: _____

- b. ☒ Partnership or Corporation of Hall County
Name and Address of Resident Partner/Officer: _____

- c. ☐ Non-resident Individual or Corporation
Name and Home Address of Appointed Resident Agent: Tom Ummel SR - 515 S Study Bend

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-18)
b. ☒ Certificate of Insurance (Section 17-21).
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-22)
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-18)

9-19-11
Date

Tammy Ummel
Signature of Applicant



1137 South Locust • Grand Island, NE 68801
Phone (308) 385-5175 • Fax (308) 385-5181

GARBAGE REFUSE CERTIFICATION OF INSPECTION FOR SERVICE & METHOD OF OPERATION

Year:	2011 - 2012	Fee:	\$ 476.00
Date Issued:	October 1, 2011	Owner:	Tom Ummel
Date Expires:	Sept. 30, 2012	Business:	Heartland Disposal
Units:	17	Location:	1839 E 4 TH St Grand Island NE 68801

This permit is nontransferable as to ownership or location, and may be revoked for cause.

THIS PERMIT MUST BE PROMINENTLY POSTED AT PLACE OF BUSINESS.

Executive Director

	Vehicle Year/Model	License	Load Type	Condition
1)	1998 Crane		Rear Load	No -- Needs Signage
2)	2004 International	8-8916	Roll-off	Satisfactory
3)	1994 Mac	8-4975	Roll-Off	Satisfactory
4)	1997 Volvo	8-21096	Side Load	Satisfactory
5)	2003 Sterling	8-11352	Roll-off	Satisfactory
6)	1990 International	8-203	Roll-off	Satisfactory
7)	1998 International	8-3609	Rear Load	Satisfactory
8)	1998 Freightliner	8-21095	Rear Load	Satisfactory
9)	1998 International	8-6007	Rear Load	Satisfactory
10)	1996 International		Rear Load	No -- Needs Signage
11)	1999 International	8-9829	Rear Load	Satisfactory
12)	1998 Peterbilt	8-3469	Side	Satisfactory
13)	1998 Peterbilt	8-6990	Side	Satisfactory
14)	1991 Freightliner	8-21017	Rear Load	Satisfactory
15)	1999 Ford		Rear Load	No -- Needs license
16)	2000 Crane	8-10009	Side Load	Satisfactory
17)	1999 Peterbilt		Front Load	No -- Needs Signage



CERTIFICATE OF LIABILITY INSURANCE

HEART-1

OP ID: PV

DATE (MM/DD/YYYY)

09/12/11

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

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

PRODUCER
Pathway Insurance Agency-GI
2121 N Webb Rd, Ste 101
Grand Island, NE 68803-1751

308-384-1100

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: EMC INS CO

25186

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
HEARTLAND DISPOSAL
2423 W OLD LINCOLN HWY
GRAND ISLAND, NE 68803

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4D15814	06/29/11	06/29/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOG <input type="checkbox"/>						
A	AUTOMOBILE LIABILITY			4E15814	06/29/11	06/29/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRAL AUTOS <input type="checkbox"/>		SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/>				
A	UMBRELLA LIAB			4J15814	06/29/11	06/29/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
	EXCESS LIAB						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4H15814	06/29/11	06/29/12	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N	N/A				
	When description under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Waste Disposal Services

CERTIFICATE HOLDER

CANCELLATION

CITYGI2

CITY OF GRAND ISLAND
RANAE EDWARDS
100 E 1 ST
GRAND ISLAND, NE 68801

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



Application for Haulers License

1 **Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

* Name Used on Vehicles (Sec. 17-18)

3 **Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-18)
b. ☒ Certificate of Insurance (Section 17-21) *ON FILE*
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-22) *ON FILE*
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-18) - *Inspection being done on 9/18/11*

9/18/11
Date

[Signature]
Signature of Applicant



1137 South Locust • Grand Island, NE 68801
Phone (308) 385-5175 • Fax (308) 385-5181

GARBAGE REFUSE CERTIFICATION OF INSPECTION FOR SERVICE & METHOD OF OPERATION

Year:	2011 – 2012	Fee:	\$ 504.00
Date Issued:	October 1, 2011	Owner:	Mid-Nebraska Disposal
Date Expires:	Sept. 30, 2012	Business:	Mid-Nebraska Disposal
Units:	18	Location:	3080 W 2nd St Grand Island NE 68803

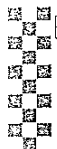
This permit is nontransferable as to ownership or location, and may be revoked for cause.

THIS PERMIT MUST BE PROMINENTLY POSTED AT PLACE OF BUSINESS.



Executive Director

	Vehicle Year/Model	License	Load Type	Condition
1)	2004 Peterbilt	8-3586	Front Load	Satisfactory
2)	2008 Crane	8-9052	Side Load	Satisfactory
3)	1989 International	8-4601	Rear Load	No – In repairs
4)	2006 Mac	8-21301	Roll-off	Satisfactory
5)	1994 Peterbilt	8-249	Front Load	Satisfactory
6)	1995 Mac	8-6427	Roll-off	Satisfactory
7)	1998 Freightliner	8-11017	Rear Load	Satisfactory
8)	2003 International	8-13688	Rear Load	Satisfactory
9)	1998 Volvo	8-1637	Rear Load	No – In repairs
10)	1992 Mac	8-10422	Roll-off	Satisfactory
11)	2001 Sterling	8-9828	Roll-off	Satisfactory
12)	2008 Freightliner	8-9149	Rear Load	Satisfactory
13)	1998 International	8-6441	Rear Load	Satisfactory
14)	2006 Crane	8-2192	Side Load	Satisfactory
15)	2007 Peterbilt	8-22967	Roll-off	Satisfactory
16)	2008 Peterbilt	8-12499	Front Load	Satisfactory
17)	2009 International	8-19553	Recycle	Satisfactory
18)	2004 Mac	8-4647	Roll-off	Satisfactory



EP-22-2011 THU 02:06 PM

MID-NEBR DISPOSAL

FAX No. 308 382 6243

P.001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2011

PRODUCER (402) 752-3700 FAX: (402) 752-3706 Krull Insurance Agency 108 North Smith PO Box 200 Kenesaw NE 68956		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Mid-NE Disposal Inc. & LTSC Inc. & Clark Brothers 3080 W 2nd St Grand Island NE 68803-5264		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Employers Mutual	21415
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	3D53875	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000
	MED EXP (Any one person)				\$ 5,000
	PERSONAL & ADV INJURY				\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000			
	PRODUCTS - COMPOF AGG	\$ 2,000,000			
	CENT'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	3K53975	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person)				\$
	BODILY INJURY (Per accident)				\$
	PROPERTY DAMAGE (Per accident)				\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	3J53875	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE				\$ 4,000,000
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	3H53875	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT				\$ 500,000
	E.L. DISEASE - EA EMPLOYEE				\$ 500,000
	E.L. DISEASE - POLICY LIMIT				\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Copy of the policy is available upon request.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE JOHN LONGORIA/JL



Application for Haulers License

1 **Type of License Required:**

- a. ☐ Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
b. ☒ Refuse Haulers License (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

FULL CIRCLE, INC.

Business Address

4331 TVERGEN RD.
GRAND ISLAND, NE. 68801

Business Telephone

308-384-4418

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-384-4418

* Name Used on Vehicles (Sec. 17-18)

FULL CIRCLE, INC.

3 **Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

MIKE LELIENTHAL
5700 S. LOCUST ST.
GRAND ISLAND, NE. 68801

c. ☐ Non-resident Individual or Corporation

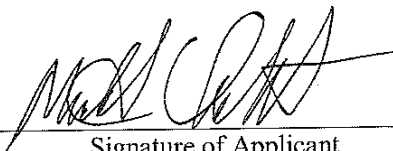
Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-18)
b. ☒ Certificate of Insurance (Section 17-21)
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-22)
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
e. ☐ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-18)

9-14-11

Date


Signature of Applicant



1137 South Locust • Grand Island, NE 68801
Phone (308) 385-5175 • Fax (308) 385-5181

GARBAGE REFUSE CERTIFICATION OF INSPECTION FOR SERVICE & METHOD OF OPERATION

Year: 2011 – 2012 **Fee:** \$ 84.00
Date Issued: October 1, 2011 **Owner:** Mike Lilienthal
Date Expires: Sept. 30, 2012 **Business:** Full Circle Inc.
Units: **Location:** 4331 Juergen
Grand Island NE 68801

This permit is nontransferable as to ownership or location, and may be revoked for cause.
THIS PERMIT MUST BE PROMINENTLY POSTED AT PLACE OF BUSINESS.

Executive Director

	Vehicle Year/Model	License	Load Type	Condition
1)	1996 International	8-13652	Roll-off	Satisfactory
2)	2005 Freightliner	8-12289	Roll-off	Satisfactory
3)	2008 Peterbilt	8-4091	Roll-off	Satisfactory



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2011

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

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

PRODUCER 1-866-220-4625 Holmes Murphy and Associates - Omaha 2637 South 158th Plaza Suite 200 Omaha, NE 68130	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
INSURED Full Circle Inc. 4331 Juergen Road Grand Island, NE 68801	INSURER(S) AFFORDING COVERAGE INSURER A: BURLINGTON INS CO INSURER B: COLUMBIA NATL INS CO INSURER C: PRINCETON EXCESS & SURPLUS LINES INS INSURER D: GUARANTEE INS CO INSURER E: TRAVELERS PROP CAS CO OF AMER INSURER F: TRAVELERS PROP CAS INS CO	NAIC # 23620 19640 10786 11398 25674 36161

COVERAGES

CERTIFICATE NUMBER: 23054133

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HGL0026391	01/10/11	01/10/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		CAPNE0000012916	01/10/11	01/10/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		82A3FF0000112	01/10/11	01/10/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WIC301004460111	01/10/11	01/10/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine		QT6602885C34ATIL11	01/10/11	01/10/12	Leased/Rented EQ 750,000
E	Inland Marine		QT6602885C34ATIL11	01/10/11	01/10/12	Blanket Cont EQ 4,014,765
F	Inland Marine		QT6602885C34ATIL11	01/10/11	01/10/12	Cont EQ & L/R Ded. 1,000

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

CERTIFICATE HOLDERCity of Grand Island

Attn: RaNae Edwards - City Clerk
P.O. Box 1968

Grand Island, NE 68802

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

edornne
ACORD 25 (2009/09)
23054133© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD



Application for Haulers License

1 Type of License Required:

- a. ☐ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☒ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

- a. Individual or Firm Identification

Business Name

O'Neill Transportation and Equipment LLC

Business Address

PO Box 2202 Grand Island NE 68602

Business Telephone

(308) 384-1690

- b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19)

(308) 384-1690

- * Name Used on Vehicles (Sec. 17-18)

O'Neill Transportation and Equipment

3 Residency Certification:

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Pat O'Neill 1516 S. Garbano Rd

- c. ☐ Non-resident Individual or Corporation

Grand Island, NE 68601
Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. ☒ List of Vehicles (Section 17-18)
b. ☒ Certificate of Insurance (Section 17-21)
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-22)
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-18)

09/12/2011
Date

Signature of Applicant



1137 South Locust • Grand Island, NE 68801
Phone (308) 385-5175 • Fax (308) 385-5181

GARBAGE REFUSE CERTIFICATION OF INSPECTION FOR SERVICE & METHOD OF OPERATION

Year: 2011 - 2012 Fee: \$ 56.00
Date Issued: October 1, 2011 Owner: Pat O'Neill
Date Expires: Sept. 30, 2012 Business: O'Neill Transportation and Equipment
Units: 2 Location: 558 S Stuhr Rd
Grand Island NE 68801

This permit is nontransferable as to ownership or location, and may be revoked for cause.

THIS PERMIT MUST BE PROMINENTLY POSTED AT PLACE OF BUSINESS.

Executive Director

	Vehicle Year/Model	License	Load Type	Condition
1)	1987 Ford 9000	8-5402	Semi	Satisfactory
2)	1994 Kenworth	8-4078	Semi	Satisfactory



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2011

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

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

PRODUCER INSUR, Inc. 1004 N Diers Ave Ste 140 PO Box 5884 Grand Island NE 68802-5884		CONTACT NAME: Rosemary Johns PHONE (A/C, No, Ext): (308) 382-8000 FAX (A/C, No): (308) 384-3417 E-MAIL ADDRESS: rjohns@insurinc.com																						
INSURED O'Neill Transportation & Equipment, LLC P O Box 2202 Grand Island NE 68802		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Addison Insurance Company</td><td>10324</td></tr><tr><td>INSURER B</td><td>Commerce and Industry Ins Co</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Addison Insurance Company	10324	INSURER B	Commerce and Industry Ins Co		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A	Addison Insurance Company	10324																						
INSURER B	Commerce and Industry Ins Co																							
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL1171812203 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			60337264	7/25/2011	7/25/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/PO/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			60337264	7/25/2011	7/25/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							Auto Extension Endorsement \$
A	UMBRELLA LIAB			60337264	7/25/2011	7/25/2012	EACH OCCURRENCE \$ 6,000,000
	EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 6,000,000				
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC003129622	3/29/2011	3/29/2012	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

City of Grand Island
PO Box 1968
Grand Island, NE 68802

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Kahrhoff/RKJ

ACORD 25 (2010/05)

INS025 (201005) 01

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City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G6

**#2011-259 - Approving Final Plat and Subdivision Agreement for
Bosselville Third Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 27, 2011

Subject: Bosselville Third Subdivision – Final Plat

Item #'s: G-6

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

Background

This property is located north of Interstate 80 and west of US Hwy 281, in the two mile extraterritorial jurisdiction of Grand Island, in Hall County, Nebraska. Consisting of (3 Lots) and 34.12 acres.

Discussion

The revised final plat for Bosselville Third Subdivision was considered by the Regional Planning Commission at the September 7, 2011 meeting. A motion was made by Ruge and seconded by Hayes to approve the plat as presented. A roll call vote was taken and the motion passed with 8 members present (Amick, Ruge, Hayes, Reynolds, Haskins, Monter, O'Neill and Snodgrass) voting in favor no member present abstaining.

Alternatives

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

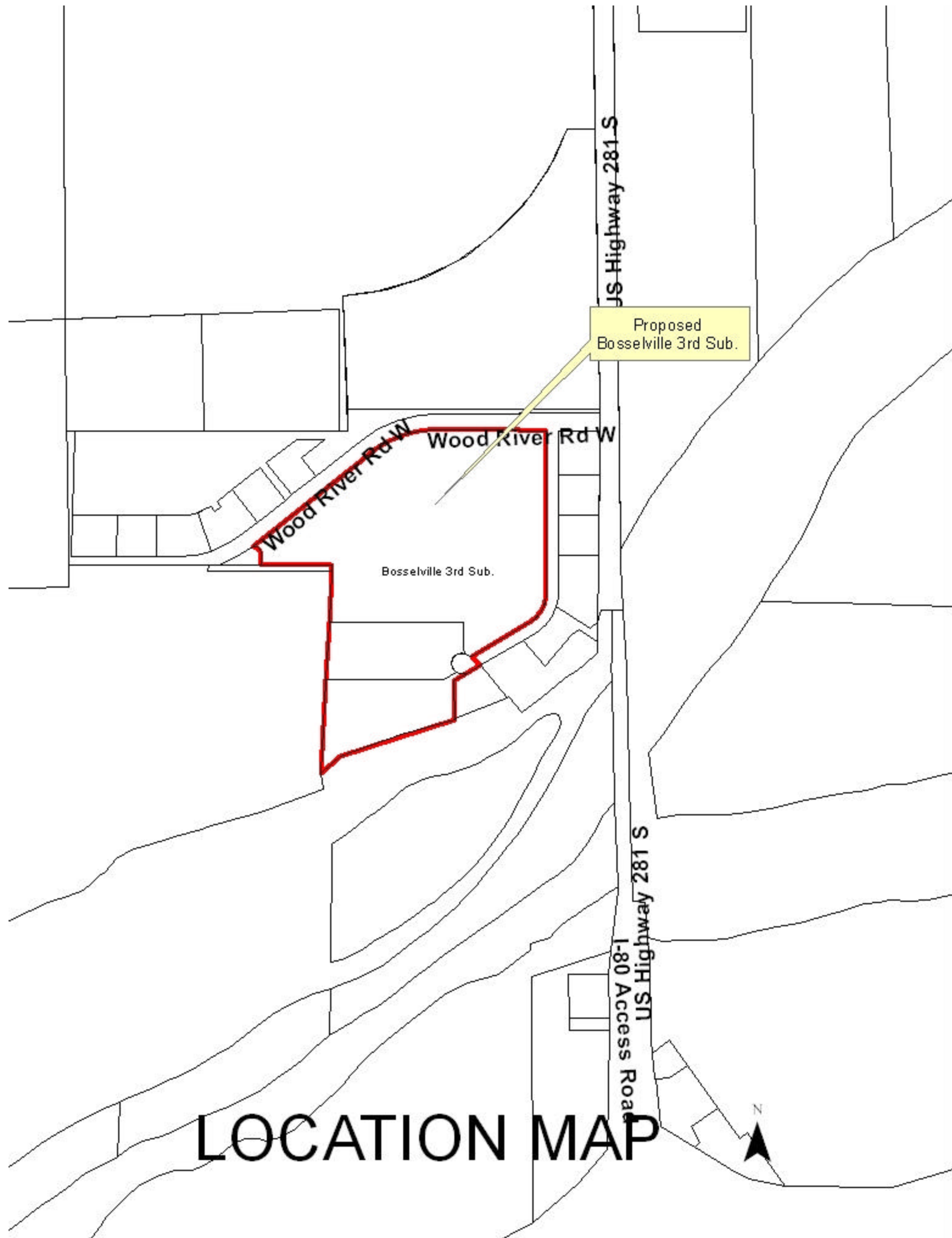
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve as recommended.



Bosselman Incorporated

Developer/Owner

3123 W Stolley Park Rd.

Grand Island NE 68801

To create 2 lots north of Interstate 80 and west of US Hwy 281, in the two mile extraterritorial jurisdiction of Grand Island, in Hall County, Nebraska.

Size: 34.12 acres

Zoning: B2 General Business Zone

Road Access: County Road/State Road

Water Public: City water is not available

Sewer Public: City sewer is not available



RESOLUTION 2011-259

WHEREAS, Bosselman Incorporated, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as BOSSELVILLE THIRD SUBDIVISION, to be laid out into 3 lots, a tract of land consisting of Lots 1, 2 and 3, Block 1 of Bosselville Subdivision located in the Southeast Quarter (SE1/4) of Section 13 and the Northeast Quarter (NE1/4) of Section 24, and vacated Bosselman Avenue Right of Way located in the Northeast Quarter Of Section 24, All Located In Township Ten (10) North, Range Ten (10) West of the 6th P.M., in Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of OLSON SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G7

**#2011-260 - Approving Acquisition of Utility Easement - 502 East
Capital Avenue - Iglesia De Dios Eben-Ezer**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-260

WHEREAS, a public utility easement is required by the City of Grand Island, from Iglesia De Dios Eben-Ezer 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 September 27, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southwest corner of Smith Acres Subdivision, located in the City of Grand Island, Hall County, Nebraska; thence northerly along the westerly line of said Smith Acres Subdivision, a distance of thirty three (33.0) feet to a point on the northerly right-of-way line of Capital Avenue, being the ACTUAL Point of Beginning; thence continuing northerly along the westerly line of said Smith Acres Subdivision, a distance of ninety (90.0) feet; thence westerly, parallel with the northerly right-of-way line of said Capital Avenue, a distance of twenty five (25.0) feet; thence southerly and parallel with the westerly line of said Smith Acres Subdivision, a distance of ninety (90.0) feet to a point on the northerly right-of-way line of said Capital Avenue; thence easterly along the northerly right-of-way line of said Capital Avenue, a distance of twenty five (25.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.052 acres, more or less, as shown on the plat dated 8/24/2011, 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 Iglesia De Dios Eben-Ezer, on the above-described tract of land.

- - -

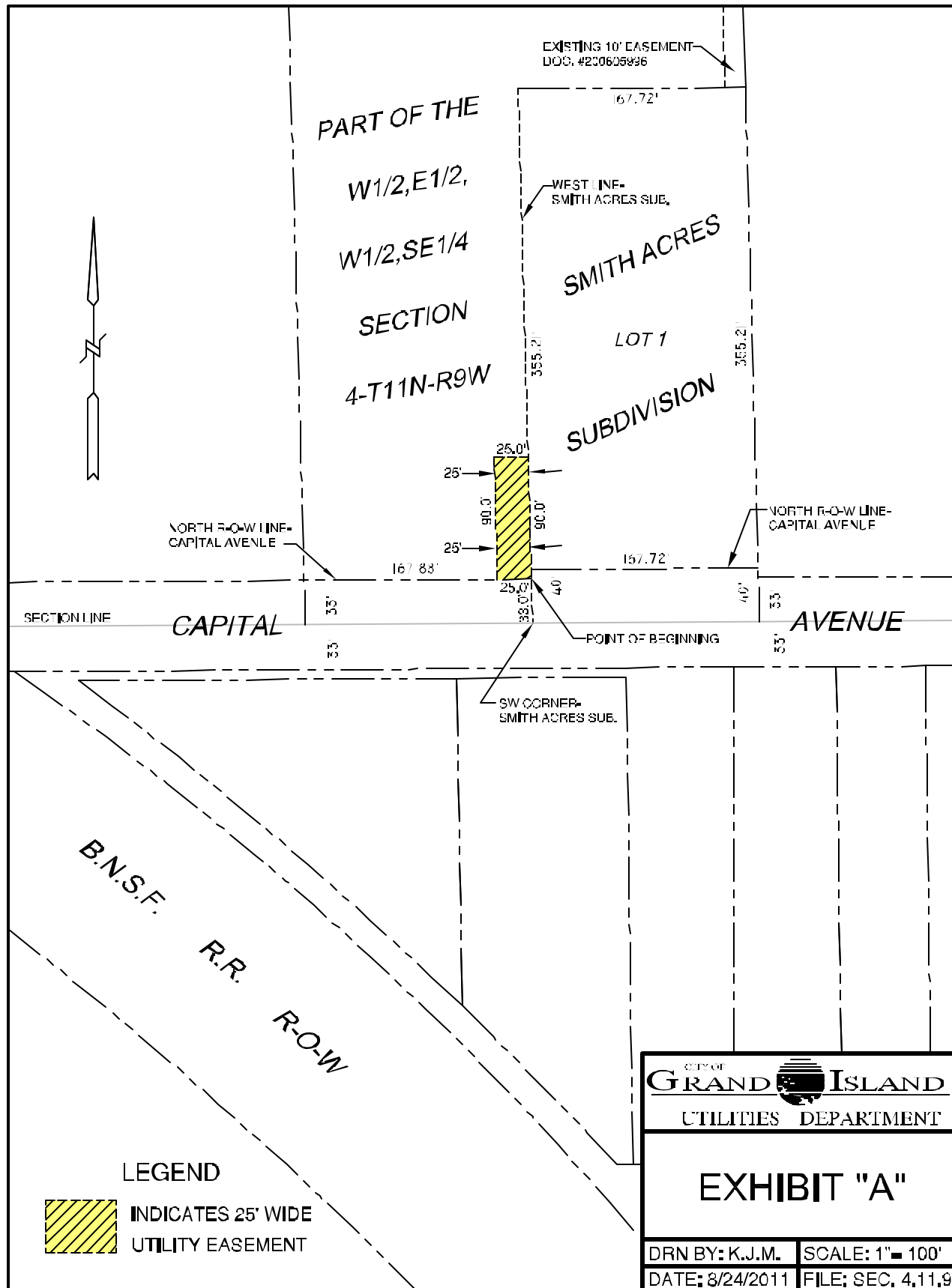
Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G8

**#2011-261 - Approving Acquisition of Utility Easement - 2627 W.
Highway 30 - Floor to Ceiling Store - Narber**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-261

WHEREAS, a public utility easement is required by the City of Grand Island, from Jim and Donna Narber, 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 September 27, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of Lot Two (2), Commercial Industrial Park Second Subdivision; thence southwesterly along the southerly line of said Lot Two (2), a distance of one hundred thirty six (136.0) feet to the ACTUAL Point of Beginning; thence deflecting right 90°00'00" and running northwesterly, a distance of forty six (46.0) feet.

The above-described easement and right-of-way containing 920 square feet, more or less, as shown on the plat dated 8/31 /2011, 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 Jim and Donna Narber, on the above-described tract of land.

- - -

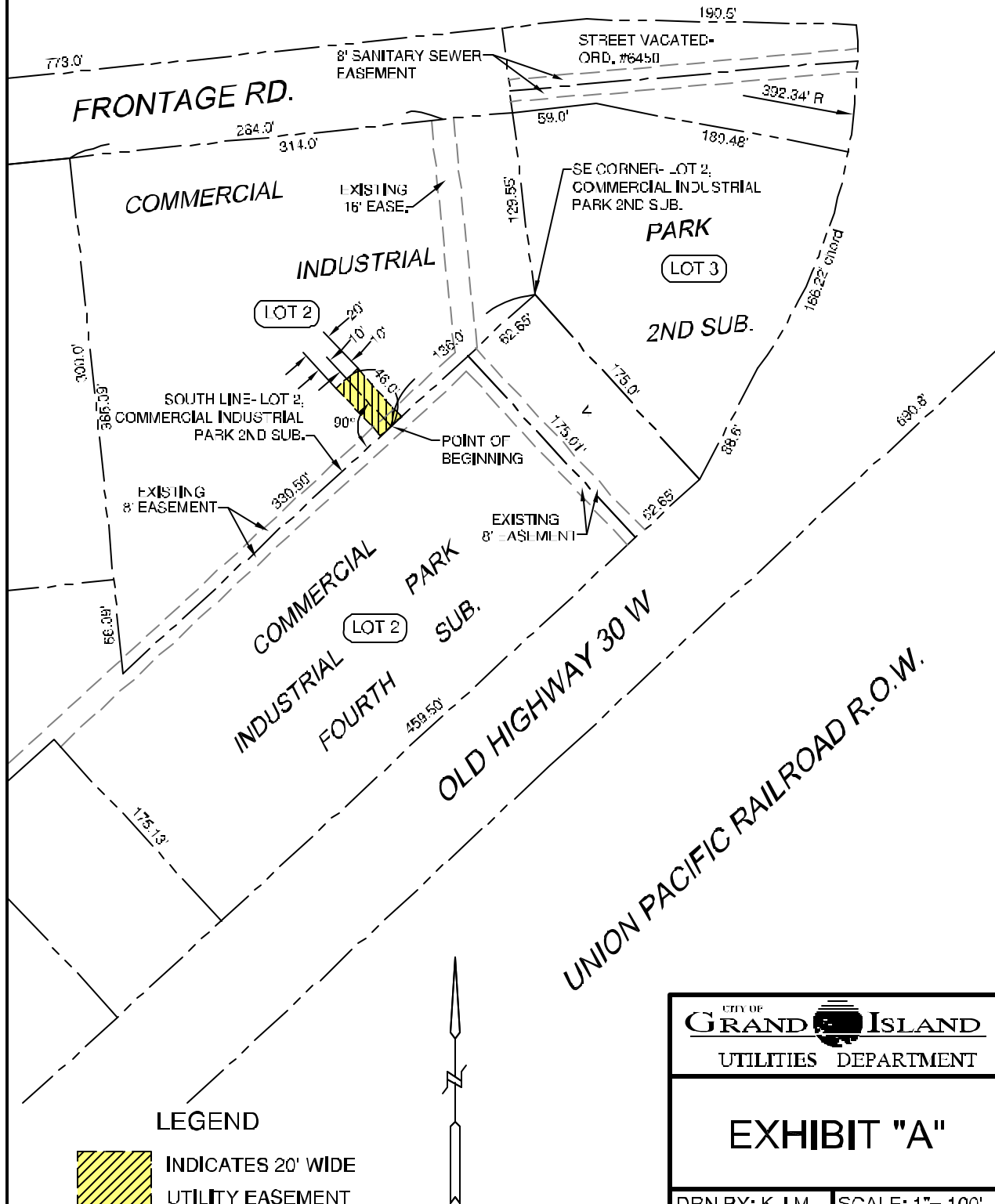
Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

US HIGHWAY 30 W



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M. SCALE: 1" = 100'
DATE: 8/31/2011 FILE: C.I.P. 2ND



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G9

**#2011-262 - Approving Acquisition of Utility Easement - 3405
South Blaine Street - McCallum**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-262

WHEREAS, a public utility easement is required by the City of Grand Island, from Kurt and Shirley McCallum, 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 September 27, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Beginning at the southwest corner of Lot Three (3), Lake Heritage Second Subdivision; thence northeasterly on an assumed bearing of N33°42'52"E, a distance of fifty eight and seventy four hundredths (58.74) feet; thence N88°10'02"E, a distance of fifty eight and forty nine hundredths (58.49) feet; thence S71°12'48"E, a distance of sixty five and thirteen hundredths (65.13) feet; thence S52°21'21"E, a distance of one hundred eighty six and sixty four hundredths (186.64) feet to a point on the southerly line of said Lot Three (3). The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property line.

The above-described easement and right-of-way containing a total of 0.168 acres, more or less, as shown on the plat dated 9/9 /2011, 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 Kurt and Shirley McCallum, on the above-described tract of land.

- - -

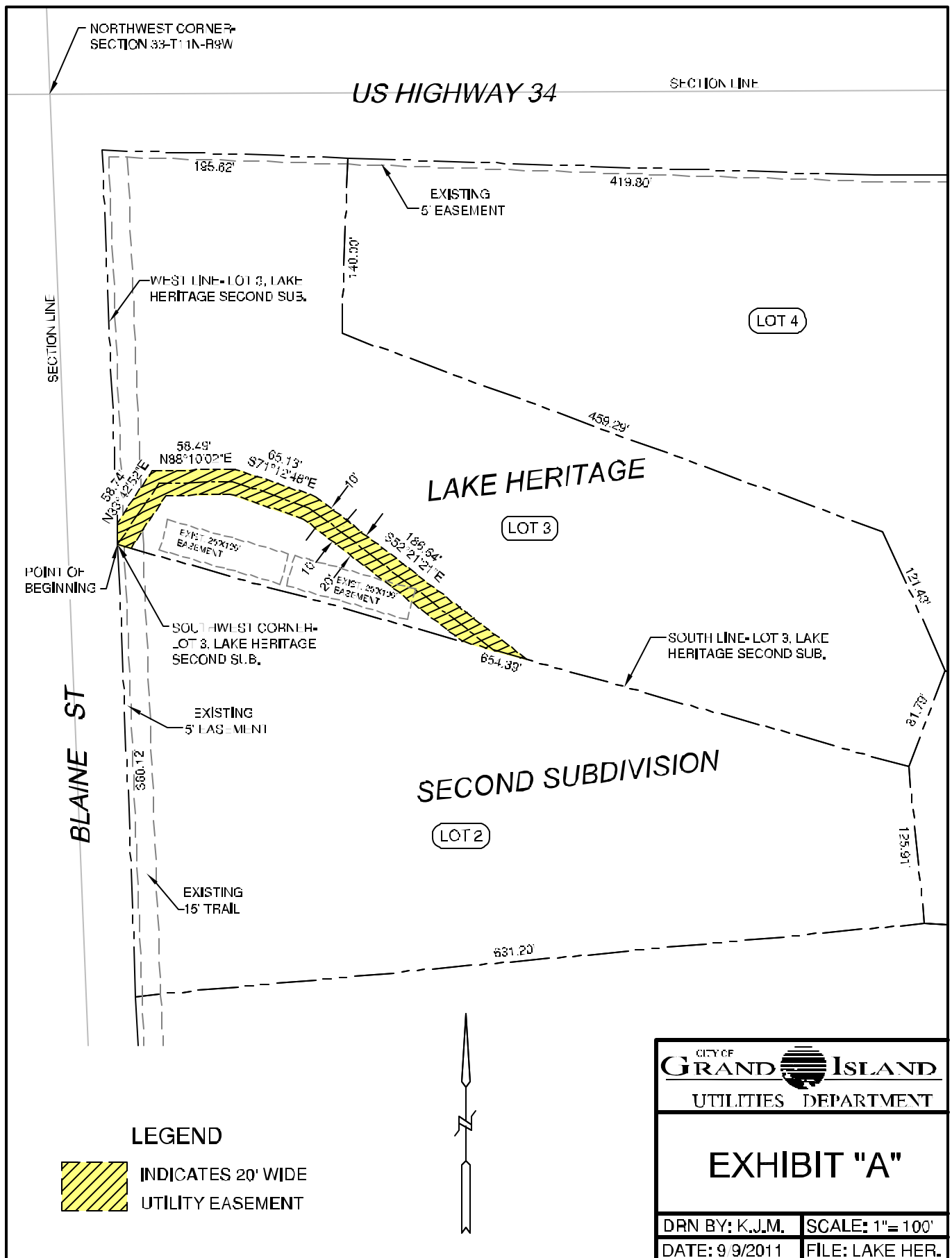
Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney





City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G10

**#2011-263 - Approving Bid Award for Pipe Painting and
Insulation at Platte Generation Station**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting Date: September 27, 2011

Subject: Pipe Painting and Insulation

Item #'s: G-10

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The project at the Platte Generating Station involves maintenance on several cold water lines ranging in size from 1 inch to 12 inches in diameter. These pipes are used to provide cooling water for equipment throughout the plant. Due to the temperature differential between the cold water in the pipes and the outside warm air during the summer months, humidity in the air condenses on the surface of the pipes causing a thin film of water, or 'sweat', to accumulate. Over the years this moisture has caused the outside of the pipes to begin to rust. Rust is the deterioration of the iron in the pipe due to a reaction with dissolved oxygen in the water, which can lead to complete failure of the pipe. Also, the 'sweat' on the outside of the pipes drips onto the floor during these periods and creates a potential slip hazard for employees. To prevent a complete replacement of these cold water lines in the future at a substantial cost and to assist in avoiding an employee injury, plant engineering staff reviewed corrective methods. After consulting with paint and insulating contractors, it was determined the best method for fixing all aforementioned problems is to clean, paint, insulate, and install metal jacketing on these pipes in accordance with the methods listed in the detailed specifications of this project.

Discussion

The specifications for the Pipe Painting and Insulation were advertised and issued for bid in accordance with the City purchasing code. Bids were publicly opened on September 13, 2011. Specifications were sent to five potential bidders and responses were received as listed below. The engineer's estimate for this project was \$100,000.00.

Bidder	Bid Price
O'Neill Transportation and Equipment LLC, Grand Island, NE	\$ 52,965.00
F&H Insulation Sales & Service, Kechi, KS	\$ 60,276.23

The bids were reviewed by plant engineering staff. The bid from O'Neill Transportation and Equipment, LLC, included sales tax on materials and labor. Sales tax is required only on materials for this application and their bid price was revised accordingly for a total adjusted bid price of \$50,655.00. Both bids are otherwise compliant with the 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 the Council award the Contract for Pipe Painting and Insulation to O'Neill Transportation and Equipment, LLC, of Grand Island, Nebraska, as the low responsive bidder, with the bid price of \$50,655.00.

Sample Motion

Move to approve the bid award of \$50,655.00 from O'Neill Transportation and Equipment for the Pipe Painting and Insulation as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 13, 2011 at 2:00 p.m.

FOR: Pipe Painting and Insulation

DEPARTMENT: Utilities

ESTIMATE: \$100,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: August 25, 2011

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>F & H Insulation Sales & Services, Inc.</u>	<u>O'Neill Transportation & Equipment</u>
	Kechi, KS	Grand Island, NE
Bid Security:	Nationwide Mutual Insurance Co.	Western Surety Co.
Exceptions:	Noted	None
Bid Price:		
Materials:	\$27,571.41	\$16,500.00
Labor:	\$30,774.82	\$33,000.00
Sales Tax:	<u>\$ 1,930.00</u>	<u>\$ 3,465.00</u>
Total Bid:	\$60,276.23	\$52,965.00

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Karen Nagel, Utilities Secretary

P1504

RESOLUTION 2011-263

WHEREAS, the City Electric Department invited sealed bids for Pipe Painting and Insulation at the Platte Generating Station; and

WHEREAS, on September 13, 2011, bids were received, opened and reviewed; and

WHEREAS, O'Neill Transportation and Equipment, LLC of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$50,655.00; and

WHEREAS, the bid of O'Neill Transportation and Equipment, LLC, is less than the estimate for Pipe Painting and Insulation at the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of O'Neill Transportation and Equipment, LLC, in the amount of \$50,655.00, for Pipe Painting and Insulation at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G11

#2011-264 - Approving Support Nebraska Challenge to EPA Cross State Air Pollution Rule

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Nebraska Challenge to Cross State Air Pollution Rule

Item #'s: G-11

Presenter(s): Timothy Luchsinger, Utilities Director

Background

In 2005, the Environmental Protection Agency issued the Clean Air Interstate Rule (CAIR), which imposed reductions in sulfur dioxide (SO₂) and nitrogen oxides (NO_x) in twenty-five states in the eastern half of the country. This rule was later found by a court ruling to have flaws and sent back to the EPA for review, but left in place the CAIR requirements on a temporary basis.

In 2010, EPA proposed the Cross State Transport Rule (CSAPR) to replace CAIR, which added Nebraska and Texas to the original twenty-five states. The proposed rule reduced NO_x emissions for Nebraska electric generating units by about 9.4% on an annual basis, which was felt to be an attainable number without significant impact on generation by the State's electric utilities and the Nebraska Department of Environmental Quality. Many utilities determined that this amount of reduction could be achieved by changes in operations and would not require plant capital modifications.

On July 6, 2011, EPA issued the final CSAPR that required a reduction 46% lower than previously proposed for Nebraska NO_x emissions with compliance effective January 1, 2012. Utilities Department staff has estimated that it will take approximately \$4 million in capital modifications for the Platte Generating Station to reduce NO_x emissions to the final CSAPR emission levels allocated for Grand Island with a minimum twelve months for procurement and installation of the equipment.

The traditional approach for projects of this scope would involve an in-depth engineering analysis of solutions by Department engineering staff or consultants with separate specifications issued for bids to equipment suppliers and installation contractors. The expedited procurement that will be needed to complete the project in one year will require a "turn-key" approach, which will assign a greater responsibility of design to an equipment contractor, who is also responsible for installation. This type of approach can

have undesired implications on the final cost and finished product of the project. In addition, the Department has budgeted an additional \$1.3 million for additional generation at the Burdick Station using natural gas to offset less generating capacity at Platte until the new emission control equipment can be installed.

Discussion

The Nebraska Attorney General opposes the implementation schedule of the CSAPR and is considering litigation to stay its implementation. The Attorney General's position is based on the new rule having a direct and negative impact on the electric ratepayers of Nebraska and it may cause them irreparable harm. As a result of Nebraska being a public power state, the electric ratepayers are also the owners of the utilities, and they will either be forced to raise rates or reduce cash reserves because of the adverse consequences of the new rule.

This position has the support of the electric generating utilities in Nebraska. The Utilities Department recommends that the City also indicate support for the Attorney General's efforts to delay implementation of the CSAPR through passage of a resolution.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution supporting a stay of implementation of the Cross State Air Pollution Rule.

Sample Motion

Move to approve the resolution supporting a stay of the Cross State Air Pollution Rule.

RESOLUTION 2011-264

WHEREAS, on July 6th, 2011, the Environmental Protection Agency issued the final Cross State Air Pollution Rule setting air emission levels for Nebraska electric generating utilities; and

WHEREAS, this final rule placed unforeseen limits of sulfur dioxides and nitrogen oxides in an unreasonable timeframe upon Nebraska electric utilities including the City of Grand Island; and

WHEREAS, this rule will cause a direct and immediate negative impact with possible irreparable harm upon the citizens and businesses who are the ratepayers of the City of Grand Island and the State of Nebraska; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that it supports a challenge of the Cross State Air Pollution Rule and that a stay should be granted to allow further review to consider the impact of this rule on the State of Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G12

#2011-265 - Approving Certificate of Final Completion and Setting Date for Board of Equalization for Water Main District 456T - Engleman Road - 13th Street

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Approving Certificate of Final Completion and Setting of Board of Equalization Date for Water Main District 456T – Engleman Road from 13th Street to Old Potash Hwy, and East of Engleman Road for 600 Feet

Item #'s: G-12

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 456T is along Engleman Road from 13th Street to Old Potash Highway and in Old Potash Highway, east of Engleman Road for 600 feet. The construction installed a 20" diameter main along the westerly side of the system to resolve hydraulic deficiencies to the northwest side of the City.

Discussion

The project was completed by the Diamond Engineering Company, of Grand Island, in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. The final contract amount was \$489,989.48. The Engineer's Certificate of Final Completion is attached.

Alternatives

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

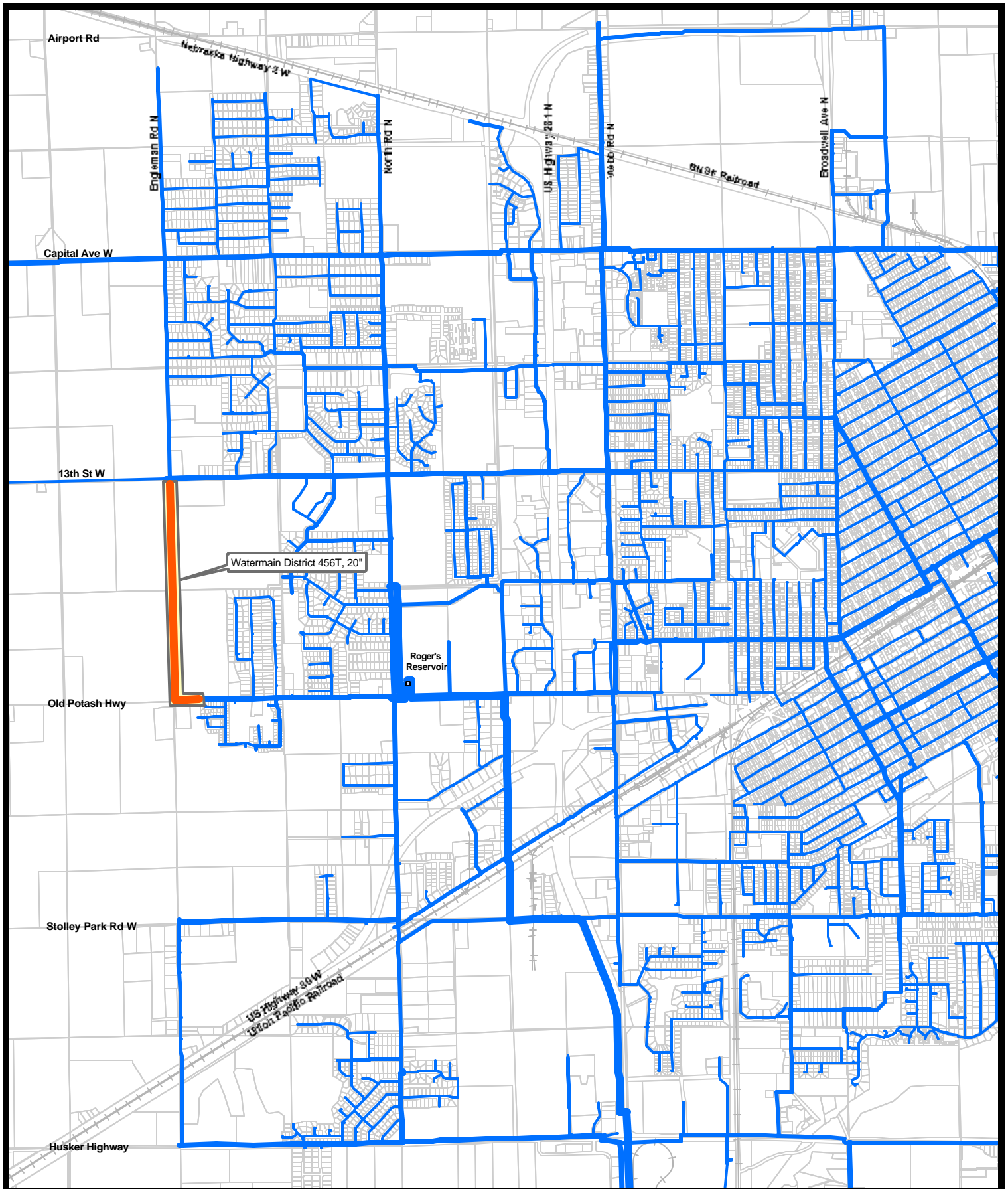
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council accept the Certificate of Final Completion, and set the date for a Board of Equalization to be held on November, 8, 2011, to determine benefits for the properties within the boundary of Water Main District 456T.

Sample Motion

Move to accept the Certificate of Final Completion, and set the date for a Board of Equalization to be held on November 8, 2011.



City of Grand Island
Utilities Department

Watermain District 456T

Legend

Pipe (diameter)

- 6 - 8"
- 10 - 14"
- 16 - 20"
- 24 +

- Reservoir
- Parcel

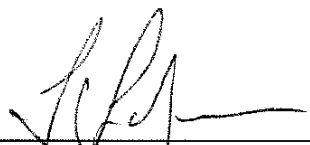
INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: September 13, 2011
TO: Mayor and Council Members
FROM: Timothy Luchsinger, Utilities Director
SUBJECT: Water Main District 456T

This memo is to certify that Water Main District 456T located along Engleman Road from 13th Street to Old Potash Highway, and in Old Potash Highway, east of Engleman Road for 600 feet, has been fully completed. All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main project has been placed into service.



Timothy Luchsinger, Utilities Director

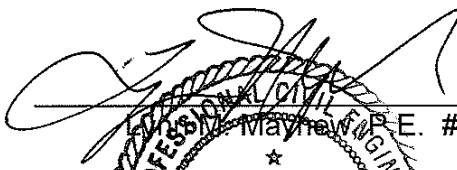
TGL/pag

pc: Bob Smith
Tom Barnes
Ruben Sanchez
Darren Buettner

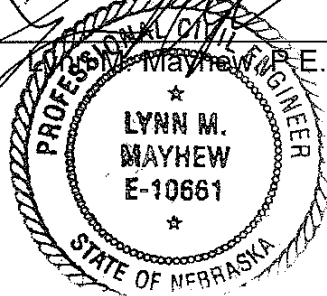
ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main District 456T

Water Main District 456T, located in the City of Grand Island, NE., along Engleman Road from 13th Street to Old Potash Hwy; and in Old Potash Hwy – east of Engleman Rd for 600' has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.



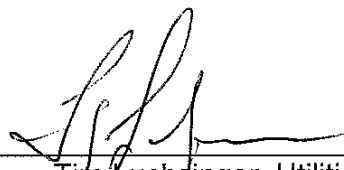
Lynn M. Mayhew, P.E. #E-10661



9/12/2011

Date

I hereby authorize Water Main District 456T be placed in service and incorporation into the City of Grand Island water system.



Tim Luchsinger, Utilities Director

9-12-11

Date

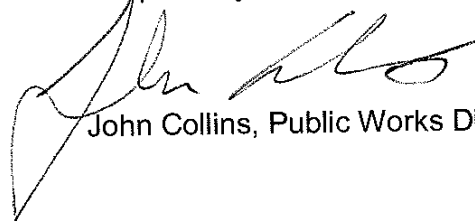
ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN DISTRICT 456T

September 27, 2011

Water Main District 456T is located along Engleman Road from 13th Street to Old Potash Highway, and in Old Potash Highway, east of Engleman Road for 600 feet. The work on this project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

Respectfully submitted



John Collins, Public Works Director

WATER MAIN DISTRICT 456T

September 27, 2011

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 456T be approved.

Respectfully submitted,

Jay Vavricek, Mayor

RESOLUTION 2011-265

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Water Main District No. 456T, located along Engleman Road from 13th Street to Old Potash Highway, and in Old Potash Highway, east of Engleman Road for 600 feet, certifying that the Diamond Engineering Company, of Grand Island, Nebraska, under contract awarded November 23, 2010, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the district; and

WHEREAS, the Mayor concurs with the Public Works Director's recommendation, and

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

1. The City Engineer/Public Works Director's Certificate of Final Completion for Water Main District No. 456T is hereby confirmed.
2. The City Council will sit as a Board of Equalization on November 8, 2011 to determine benefits and set tap fees for Water Main District No. 456T.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G13

#2011-266 - Approving Certificate of Final Completion for Water Main Project 2011-W-1 - 7th Street between Elm and Clark Streets, and Clark Street from 7th to 9th Street

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Certificate of Final Completion – Water Main Project
2011-W-1 (7th Street between Elm Street and Clark
Street, and Clark Street from 7th to 9th Street)

Item #'s: G-13

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2011-W-1 installed an 8" diameter ductile-iron water main and service lines along 7th Street between Elm Street and Clark Street, and in Clark Street from 7th Street to 9th Street. The construction replaced a 4" water line that had been in service for over 100 years. Partial funding was provided through a Community Development Block Grant from the Nebraska Department of Economic Development.

Discussion

The project was completed by the Diamond Engineering Company of Grand Island in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. The final contract amount was \$230,325.70. The Engineer's Certificate of Final Completion is attached.

Alternatives

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

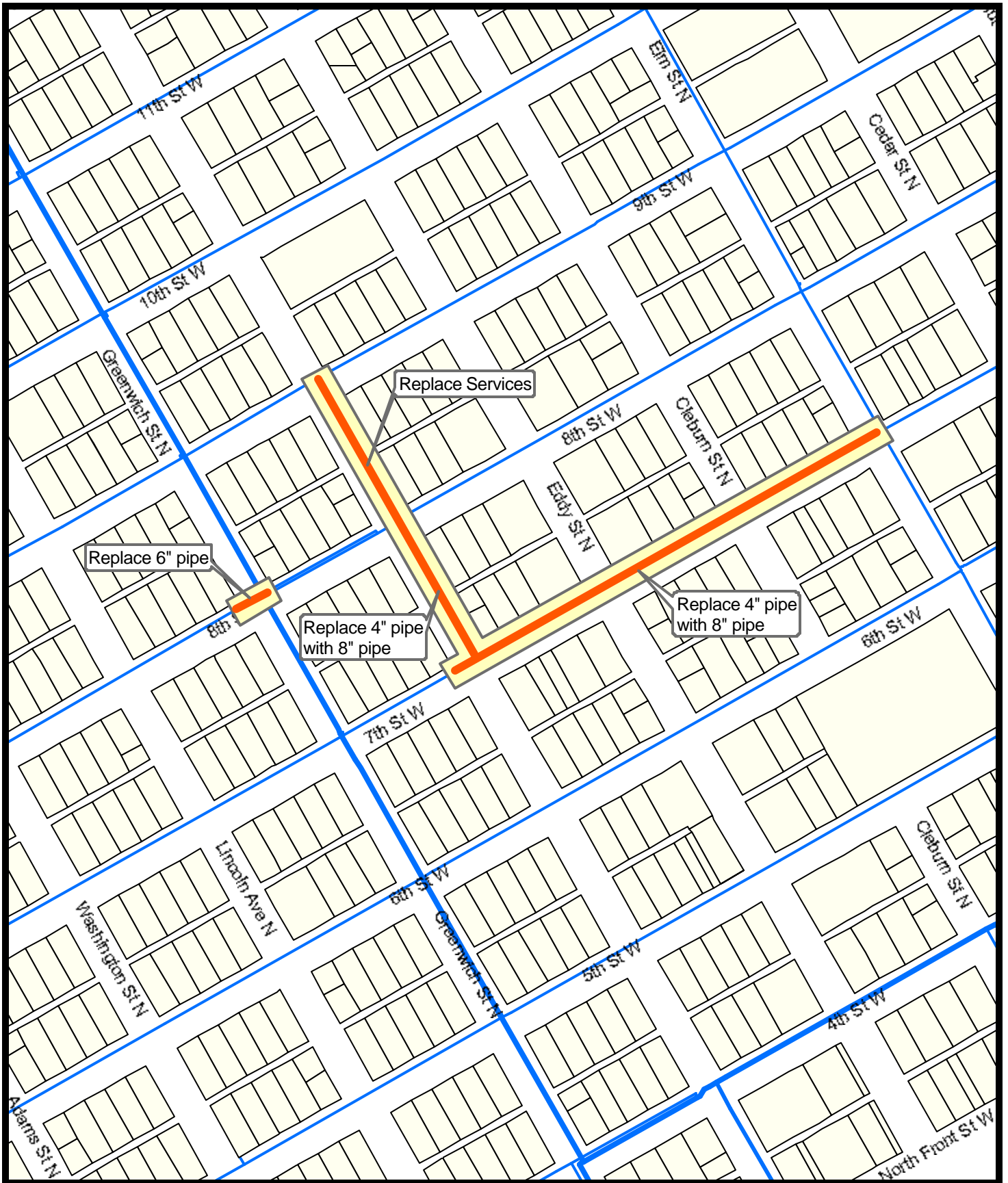
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council accept the Certificate of Final Completion for Water Main Project 2011-W-1.

Sample Motion

Move to accept the Certificate of Final Completion for Water Main Project 2011-W-1.



City of Grand Island
Utilities Department

Water Main Project 2011-W-1

Legend

Pipe (diameter)

- 6 - 8"
- 10 - 14"
- 16 - 20"
- 24 +

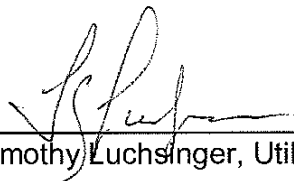
INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: September 27, 2011
TO: Mayor and Council Members
FROM: Timothy Luchsinger, Utilities Director
SUBJECT: Water Main Project 2011-W-1

This memo is to certify that Water Main Project 2011-W-1, located in 7th Street between Elm Street and Clark Street, and Clark Street from 7th to 9th Street, has been fully completed. All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main project has been placed into service.



Timothy Luchsinger, Utilities Director

TGL/pag


pc:

Bob Smith
Tom Barnes
Ruben Sanchez
Darren Buettner

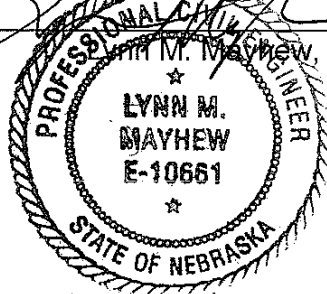
ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2011-W-1

Water Main Project 2011-W-1 is located in the City of Grand Island, NE along 7th Street from Elm Street to Clark Street and in Clark Street from 7th Street to 9th Street. The work on this project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.

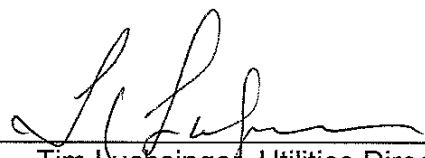


Lynn M. Mayhew, P.E. #E-10661



9/12/2011
Date

I hereby authorize Water Main Project 2011-W-1 be placed in service and incorporation into the City of Grand Island water system.



Tim Duchsinger, Utilities Director

9-12-11
Date

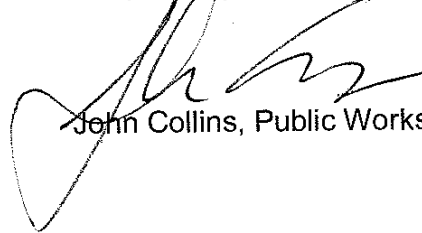
ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN PROJECT 2011-W-1

September 27, 2011

Water Main Project 2011-W-1 is located in the central area of the City of Grand Island in Cedar Street from 7th Street between Elm Street and Clark Street, and Clark Street from 7th Street to 9th Street. The work on this project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

Respectfully submitted



John Collins, Public Works Director

WATER MAIN PROJECT 2011-W-1

September 27, 2011

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2011-W-1 be approved.

Respectfully submitted,

Jay Vavricek, Mayor

RESOLUTION 2011-266

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Water Main Project 2011-W- 1 (7th Street between Elm Street and Clark Street, and Clark Street from 7th to 9th Street) certifying that the Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the water main installation portion of such project according to the terms, conditions, and stipulations for such improvements; and

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

WHEREAS, the Mayor concurs with the recommendations of the Utilities Director and the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2011-W-1 is hereby accepted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G14

#2011-267 - Approving Four Railroad Crossing Agreements with BNSF Railroad (East Stolley Park, Mile Post 92.3, Mile Post 92.56, and Shady Bend Crossings)

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Utility Relocations for Burlington Northern Santa Fe Railroad

Item #'s: G-14

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Burlington Northern Santa Fe Railroad (BNSF) is in the process of obtaining land for the construction of a second track through Grand Island. As part of the process, the railroad is requiring all utility companies that are currently either in their property or that cross their property, to move or remove the Utilities. BNSF has proposed to pay for a part of that relocation for portions of the utilities outside of their easement.

Discussion

The first four relocations that require agreements to be signed are at the East Stolley Park Crossing, Mile Post 92.3 secondary, Mile Post 92.56 secondary, and the Shady Bend Crossing. The agreement for the Stolley Park Crossing is for BNSF to pay the non-betterment costs of moving the electric overhead lines, not to exceed \$100,000. The crossing agreement at Shady Bend provides for BNSF to pay one third of the cost of the relocation, not to exceed \$5,000.00. The agreements for the two secondary crossings at Mile Post 92.3 and Mile Post 92.56 provides for BNSF to pay 20% of actual costs, not to exceed \$2,200.00 each. These percentages of the not-to-exceed payments are based on a proportion of the length of the crossing in the permit and the total length of the crossing relocation.

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 agreements with BNSF to relocate the utility lines at Stolley Park Road, Mile Post 92.3, Mile Post 92.56, and Shady Bend Road crossings.

Sample Motion

Move to approve agreements with BNSF to relocate utility lines at Stolley Park Road, Mile Post 92.3, Mile Post 92.56, and Shady Bend Road crossings.

UTILITY RELOCATION AGREEMENT

THIS UTILITY RELOCATION AGREEMENT (this "**Agreement**") is entered into the day of _____, 2011 (the "**Effective Date**"), between the **CITY OF GRAND ISLAND**, a municipality of the State of Nebraska (the "**Utility Company**"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**").

RECITALS

A. BNSF proposes to construct an additional rail line in Hall County, Nebraska (the "**Project**").

B. BNSF has notified the Utility Company that certain of its utility facilities and appurtenances (the "**Utilities**") are in locational conflict with the Project and has requested that the Utility Company undertake a relocation of the Utilities (the "**Work**") as necessary to accommodate the Project.

C. The Utility Company has provided BNSF with a copy of all documentation outlining the Work to be performed and the design and specifications of all related appurtenances, adjustments, existing utilities, and relocations, which outlining documentation will also include the exact location of the relocated Utilities (collectively, the "**Plans**"), which Plans have been approved by BNSF and a copy of which Plans are attached hereto and made a part hereof as **Exhibit A**.

D. BNSF and the Utility Company desire to enter into this Agreement to outline their respective obligations regarding the cost and timely execution of the Work by the Utility Company.

AGREEMENTS

For and in consideration of the foregoing recitals which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and the Utility Company agree as follows:

1. The Utility Company will commence its performance of the Work within five (5) days of the Effective Date of this Agreement (the "**Commencement Date**") and complete the Work within Sixty (60) days from the Effective Date of this Agreement (the "**Completion Date**"), in accordance with the approved Plans. Once commenced, the Work shall be performed and prosecuted to completion with due diligence: (i) in accordance with the Plans, (ii) in conformity and compliance with all applicable laws and highest generally accepted industry standards for such Work, and (iii) in a good and workmanlike manner, free from defects in materials and workmanship.

2. The Utility Company agrees that it shall obtain all necessary property rights (including but not limited to all property rights necessary to relocate the Utilities to right of way and/or property owned or controlled by third parties), approvals, permits, and/or authorizations,

Stolley Park

whether private or governmental, for the performance of the Work and/or the relocation of the Utilities (collectively, the "**Third Party Permits**"). Upon BNSF's request, the Utility Company shall promptly provide BNSF with copies of all Third Party Permits as well as all documents relating to any denials of approvals, permits, and/or authorizations, whether private or governmental, in connection with the Work.

3. Subject to the terms and conditions set forth in this Agreement, BNSF hereby agrees to reimburse the Utility Company to cover its actual costs and expenses associated with the Work, at the City of Grand Island's Retail rate, including labor and material, but not including overhead and betterments, in accordance with the BNSF Utility Accommodation Specifications policy and requirements, provided, however, that the amount BNSF agrees to reimburse the Utility Company shall not exceed One Hundred Thousand Dollars and 00/100 (\$100,000) (the "**Reimbursement Cap**").

4. Upon timely completion of the Work and in accordance with the approved Plans, the Utility Company shall submit to BNSF all invoices that evidence that the costs and expenses have been paid for in full by the Utility Company. The invoices shall also reflect that the costs and expenses incurred by the Utility Company were in accordance with the approved Plans and that the costs and expenses incurred by the Utility Company include only actual costs and do not include overhead or Betterments. For purposes of this Agreement, a "Betterment" means any upgrading of the Utilities that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Utility Company, including, but not limited to, an increase in the capacity, capability, efficiency or function of the Utilities over that provided by the existing Utilities or an expansion of the existing Utilities. Any invoices reflecting such overhead or Betterments will be denied reimbursement by BNSF. All such costs and expenses as well as all other costs and expenses that exceed the Reimbursement Cap will be borne solely by the Utility Company.

5. As a condition of reimbursement by BNSF for the costs and expenses of the Work in accordance with the requirements for such reimbursement contained in this Agreement, the Utility Company must (i) commence the Work by the Commencement Date, and (ii) complete the Work by the Completion Date. The Completion Date may be extended for delays caused by events outside the Utility Company's control, including an event of force majeure, which shall include a strike, war or act of war (whether or not an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood, or other act of God, sabotage, or other similar events, interference by BNSF or any other third party with the Utility Company's ability to proceed with such relocation, or any other event in which the Utility Company has exercised all due care in the prevention thereof so that the causes or other events are beyond the control, and without the fault or negligence, of the Utility Company. The Utility Company acknowledges and agrees that it will conduct the Work associated with the relocation contemplated under this Agreement at its own risk, and that BNSF makes no warranties or representations regarding the existence or location of the Utilities or any other utilities currently within its right-of-way in the Project.

6. Utility Company shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the performance of the Work.

7. Prior to commencing the Work, Utility Company shall and shall cause its contractor to (i) comply with all BNSF's applicable safety rules and regulations, and (ii) complete the safety-orientation program at the BNSF's Internet Web site "<http://contractororientation.com>". This program must be completed no more than one year in advance of Utility Company's performance of the Work.

8. Utility Company shall notify BNSF's Roadmaster, Don Marget at 14th & Grant Avenue, York, NE 68467, telephone (402) 362-5501, at least five (5) business days prior to performing the Work. After completion of use of the Work, Utility Company shall notify BNSF in writing that such use has been completed.

9. Utility Company shall bear the cost of flagger services and other safety measures provided by BNSF in connection with the Work, when deemed necessary by BNSF's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this paragraph.

10. In performing the Work, Utility Company shall use only public roadways to cross from one side of BNSF's tracks to the other.

11. Under no conditions shall Utility Company be permitted to conduct any tests, investigations, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools, or other materials, within fifty (50) feet of the centerline of any BNSF track unless Utility Company has obtained prior written approval from BNSF. Utility Company shall, at its sole cost and expense, perform all the Work in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed, or property of BNSF, or the safe operation and activities of BNSF. If ordered to cease performance of the Work at any time by BNSF's personnel due to any hazardous condition, Utility Company shall immediately do so. Notwithstanding the foregoing right of BNSF, the parties agree that BNSF has no duty or obligation to monitor Utility Company's performance of the Work to determine the safe nature thereof, it being solely Utility Company's responsibility to ensure that Utility Company's performance of the Work is safe. Neither the exercise nor the failure by BNSF to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

12. Upon completion of Work or upon termination of this Agreement, whichever shall occur first, Utility Company shall, at its sole cost and expense:

- (a) remove all of its equipment from BNSF property;
- (b) report and restore any damage arising from, growing out of, or connected with the Work;
- (c) remedy any unsafe conditions created or aggravated by the Work; and
- (d) leave all BNSF property in the condition which existed as of the Effective Date of this Agreement.

13. BNSF and the Utility Company shall each pay their respective attorneys' fees.

14. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one agreement, but in making proof hereof it shall only be necessary to produce one such counterpart.

15. This Agreement (a) shall be binding upon and inure to the benefit of BNSF and Utility Company and their respective legal representatives, successors and assigns; (b) may be modified or amended only by a writing signed by each party hereto; and (c) shall be governed by and construed in accordance with the laws of the State of Nebraska. Notwithstanding anything herein to the contrary, the Utility Company may not assign its rights and obligations under this Agreement without the prior written consent of BNSF. BNSF may assign its rights or obligations under this Agreement without the Utility Company's consent, but with notice to the Utility Company.

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date below each party's signature; to be effective, however, as of the Effective Date.

CITY OF GRAND ISLAND

BNSF RAILWAY COMPANY

By: _____
Printed Name: _____
Title: _____

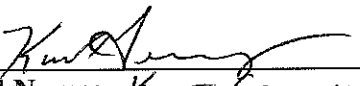
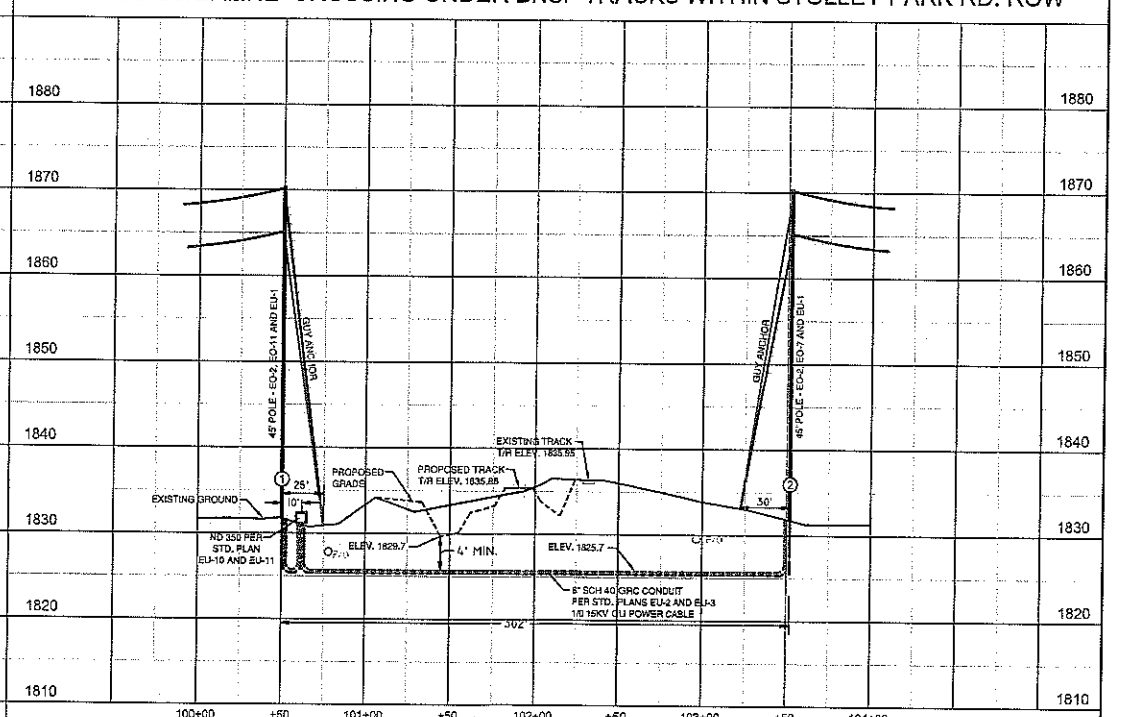
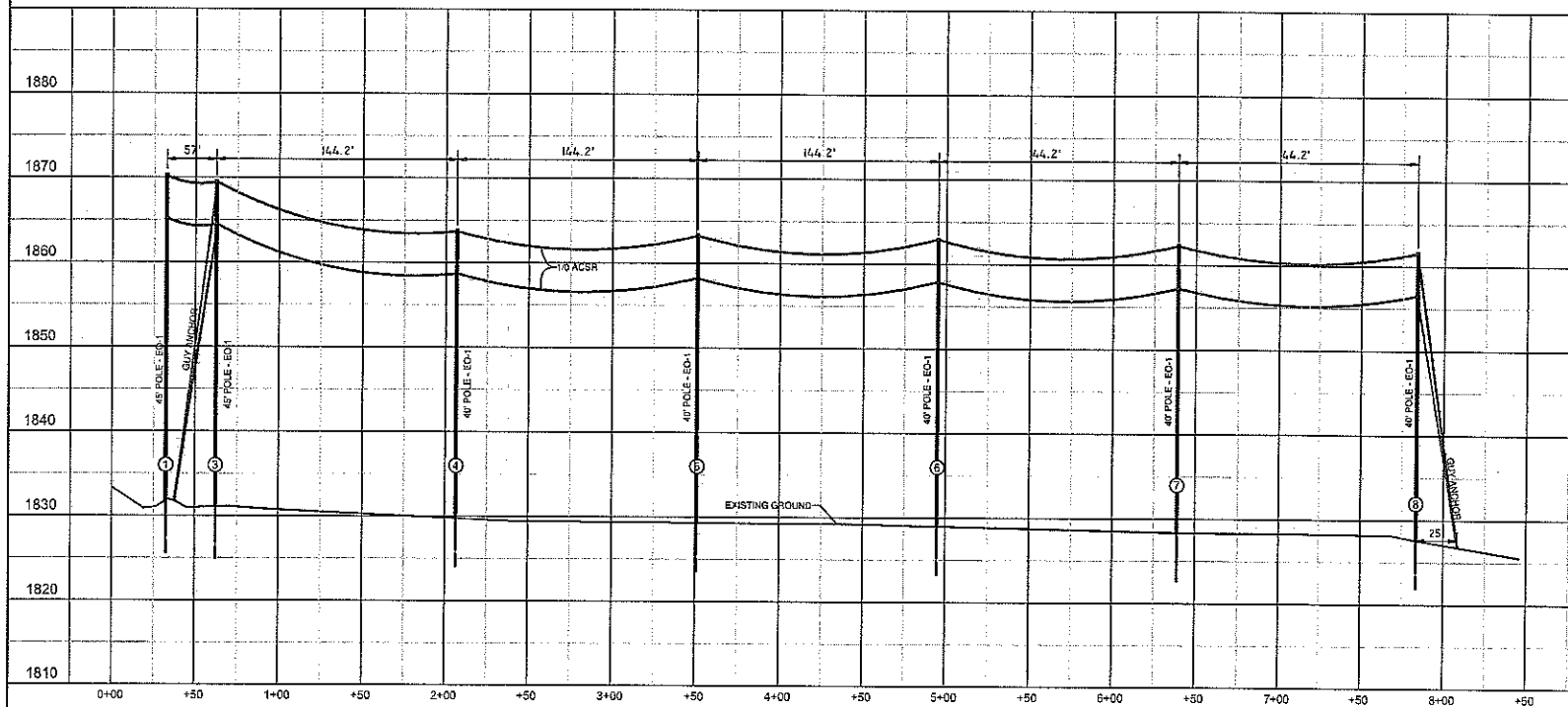
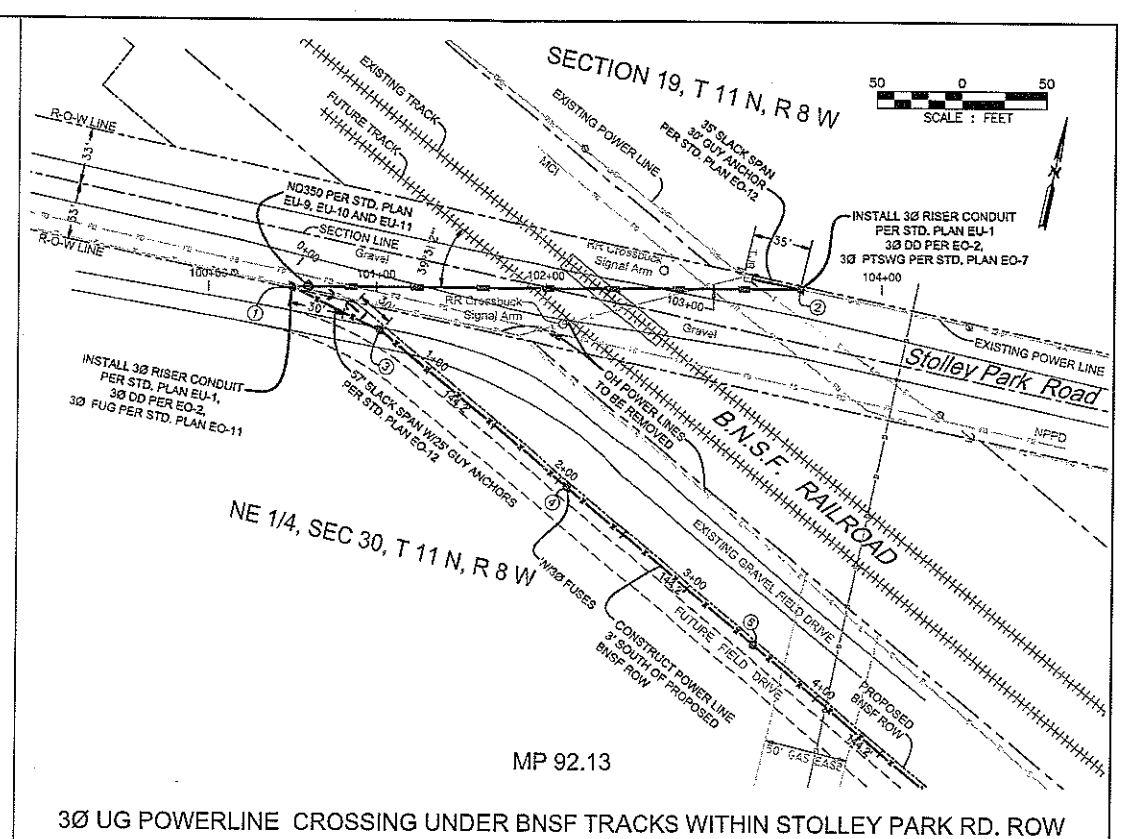
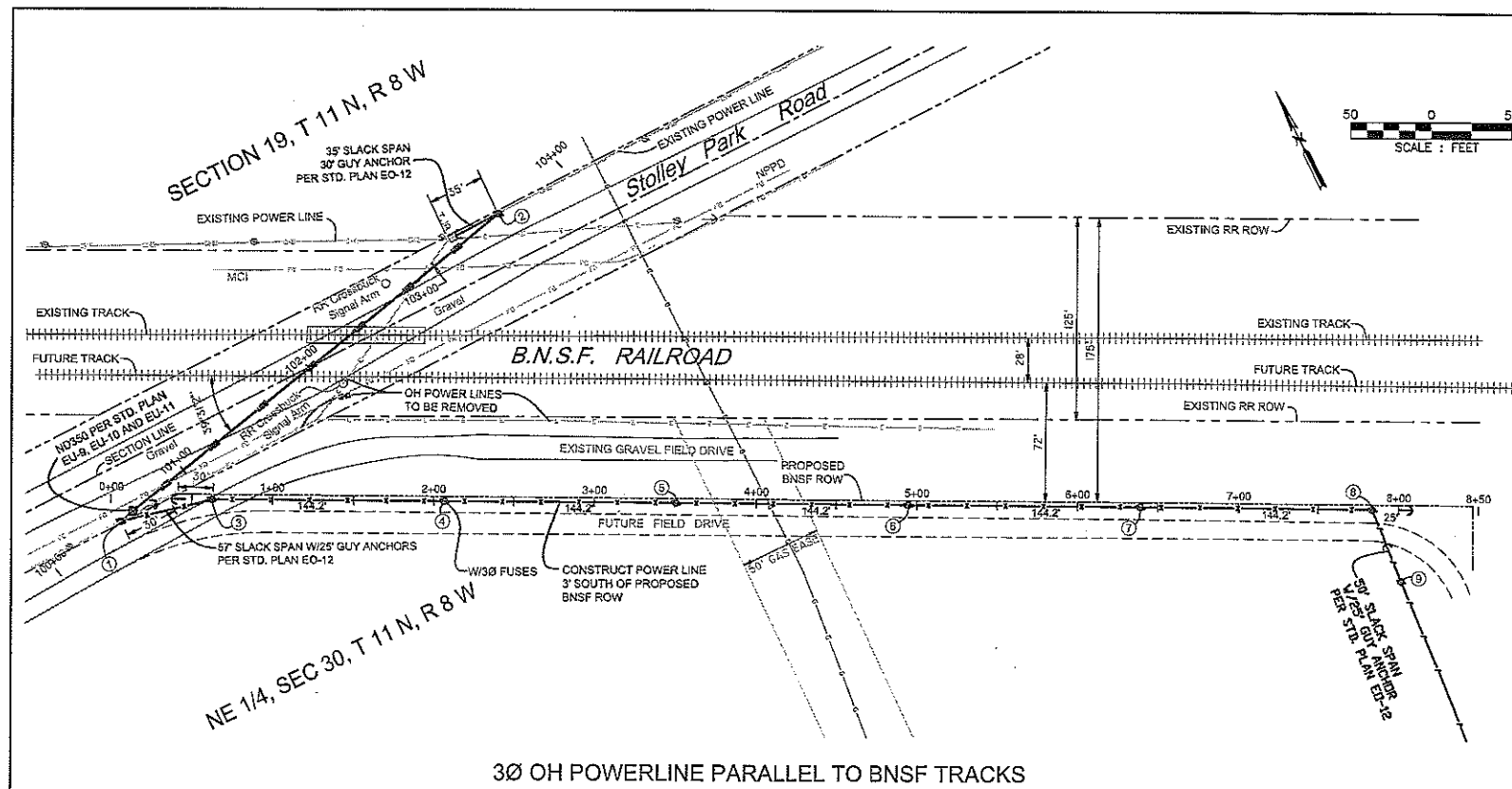
By: 
Printed Name: KURT GERWIEN
Title: Director - Acquisition & Development

EXHIBIT A

The Plans

[to be attached]



LEGEND

---	RAILROAD RIGHT-OF-WAY LINE
---	EXISTING OVERHEAD POWER LINE
---	PROPOSED 13.8 KV 3PH OVERHEAD
---	PROPOSED 13.8 KV 1PH OVERHEAD
---	EXISTING OVERHEAD POWER LINE TO BE REMOVED
⊙	POWER POLE
⊙	GUY ANCHOR
①	NEW POWER POLE IDENTIFIER

REVISIONS			SURV. BY: BH
DATE	BY	DESCRIPTION	DATE
			DR. BY: PFG
			DATE: 7/12/2011
			CHK. BY: TWB
			DATE: 7/13/2011
			APPR. BY: RBS
			DATE: 7/14/2011
			HORIZ.: 1" = 50'
			VERT.: 1" = 10'

CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
STOLLEY PARK ROAD	
BNSF TRACK WIDENING	
DRAWING NO.: 131-42	1

UTILITY RELOCATION AGREEMENT

THIS UTILITY RELOCATION AGREEMENT (this "Agreement") is entered into the day of _____, 2011 (the "Effective Date"), between the CITY OF GRAND ISLAND, a municipality of the State of Nebraska (the "Utility Company"), and BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF").

RECITALS

A. BNSF proposes to construct an additional rail line in Hall County, Nebraska (the "Project").

B. BNSF has notified the Utility Company that certain of its utility facilities and appurtenances (the "Utilities") are in locational conflict with the Project and has requested that the Utility Company undertake a relocation of the Utilities (the "Work") as necessary to accommodate the Project.

C. The Utility Company has provided BNSF with a copy of all documentation outlining the Work to be performed and the design and specifications of all related appurtenances, adjustments, existing utilities, and relocations, which outlining documentation will also include the exact location of the relocated Utilities (collectively, the "Plans"), which Plans have been approved by BNSF and a copy of which Plans are attached hereto and made a part hereof as Exhibit A.

D. Pursuant to the Plans, the Utility Company shall relocate the Utilities to (i) railroad right of way owned and controlled by BNSF (the "BNSF ROW"), the BNSF ROW being more particularly described in Exhibit B attached hereto, and (ii) other right of way and/or property owned or controlled by third parties ("Third Party ROW"), the Third Party ROW being more particularly described in Exhibit C attached hereto. The BNSF ROW and the Third Party ROW are collectively referred to in this Agreement as the "Relocated Premises".

E. The Utility Company has obtained a permit or an amendment to its existing permit (either, the "Permit") to carry out the Work on the BNSF ROW in accordance with the approved Plans, a copy of which Permit is attached hereto and made a part hereof as Exhibit D.

F. BNSF and the Utility Company desire to enter into this Agreement to outline their respective obligations regarding the cost and timely execution of the Work by the Utility Company.

AGREEMENTS

For and in consideration of the foregoing recitals which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and the Utility Company agree as follows:

Shady Bend

1. The Utility Company will commence its performance of the Work within five (5) days of the Effective Date of this Agreement (the "**Commencement Date**") and complete the Work within Thirty (30) days from the Effective Date of this Agreement (the "**Completion Date**"), in accordance with the approved Plans. Once commenced, the Work shall be performed and prosecuted to completion with due diligence: (i) in accordance with the Plans, (ii) in accordance with the Permit, (iii) in conformity and compliance with all applicable laws and highest generally accepted industry standards for such Work, and (iv) in a good and workmanlike manner, free from defects in materials and workmanship.

2. The Utility Company agrees that it shall obtain all necessary property rights (including but not limited to all property rights necessary to relocate the Utilities to the Third Party ROW), approvals, permits, and/or authorizations, whether private or governmental, for the Work and/or the relocation of the Utilities to the Relocated Premises (collectively, the "**Third Party Permits**"). Upon BNSF's request, the Utility Company shall promptly provide BNSF with copies of all Third Party Permits as well as all documents relating to any denials of approvals, permits, and/or authorizations, whether private or governmental, in connection with the Work.

3.

3.1 To the extent that the costs and expenses of the Work incurred by Utility Company arise from or are attributable to the relocation of the Utilities on or to the BNSF ROW, the costs and expenses of such Work shall be borne solely by the Utility Company, and BNSF shall have no responsibility or obligation to fund or reimburse the Utility Company for the costs and expenses associated with such Work or anything pertaining thereto.

3.2 To the extent that the costs and expenses of the Work incurred by Utility Company arise from or are attributable to the relocation of the Utilities on or to the Third Party ROW, subject to the terms and conditions set forth in this Agreement, BNSF hereby agrees to reimburse the Utility Company to cover its actual costs and expenses associated with the Work, at the City of Grand Island's Retail rate, including labor and material, but not including overhead and betterments, in accordance with the BNSF Utility Accommodation Specifications policy and requirements, provided, however, that the amount BNSF agrees to reimburse the Utility Company shall not exceed Six Thousand Six Hundred Sixty Seven Dollars and 00/100 (\$6,667.00) (the "**Reimbursement Cap**").

4. Upon timely completion of the Work and in accordance with the approved Plans, the Utility Company shall submit to BNSF all invoices that evidence that the costs and expenses have been paid for in full by the Utility Company. The invoices shall also reflect that the costs and expenses incurred by the Utility Company were in accordance with the approved Plans and that the costs and expenses incurred by the Utility Company include only actual costs and do not include overhead or Betterments. For purposes of this Agreement, a "Betterment" means any upgrading of the Utilities that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Utility Company, including, but not limited to, an increase in the capacity, capability, efficiency or function of the Utilities over that provided

by the existing Utilities or an expansion of the existing Utilities. Any invoices reflecting such overhead or Betterments will be denied reimbursement by BNSF. All such costs and expenses as well as all other costs and expenses that exceed the Reimbursement Cap will be borne solely by the Utility Company.

5. As a condition of reimbursement by BNSF for the costs and expenses of the Work in accordance with the requirements for such reimbursement contained in this Agreement, the Utility Company must (i) commence the Work by the Commencement Date, and (ii) complete the Work by the Completion Date. The Completion Date may be extended for delays caused by events outside the Utility Company's control, including an event of force majeure, which shall include a strike, war or act of war (whether or not an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood, or other act of God, sabotage, or other similar events, interference by BNSF or any other third party with the Utility Company's ability to proceed with such relocation, or any other event in which the Utility Company has exercised all due care in the prevention thereof so that the causes or other events are beyond the control, and without the fault or negligence, of the Utility Company. The Utility Company acknowledges and agrees that it will conduct the Work associated with the relocation contemplated under this Agreement at its own risk, and that BNSF makes no warranties or representations regarding the existence or location of the Utilities or any other utilities currently within its right-of-way in the Project.

6. Utility Company shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the performance of the Work.

7. Prior to commencing the Work, Utility Company shall and shall cause its contractor to (i) comply with all BNSF's applicable safety rules and regulations, and (ii) complete the safety-orientation program at the BNSF's Internet Web site "<http://contractororientation.com>". This program must be completed no more than one year in advance of Utility Company's performance of the Work.

8. Utility Company shall notify BNSF's Roadmaster, Don Marget at 14th & Grant Avenue, York, NE 68467, telephone (402) 362-5501, at least five (5) business days prior to performing the Work. After completion of use of the Work, Utility Company shall notify BNSF in writing that such use has been completed.

9. Utility Company shall bear the cost of flagger services and other safety measures provided by BNSF in connection with the Work, when deemed necessary by BNSF's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this paragraph.

10. In performing the Work, Utility Company shall use only public roadways to cross from one side of BNSF's tracks to the other.

11. Under no conditions shall Utility Company be permitted to conduct any tests, investigations, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools, or other materials, within fifty (50) feet of the centerline of any BNSF track unless Utility Company has obtained prior written approval from BNSF. Utility Company shall, at its sole cost and expense, perform all the Work in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed, or property of BNSF, or the safe operation and activities of BNSF. If ordered to cease performance of the Work at any time by BNSF's personnel due to any hazardous condition, Utility Company shall immediately do so. Notwithstanding the foregoing right of BNSF, the parties agree that BNSF has no duty or obligation to monitor Utility Company's performance of the Work to determine the safe nature thereof, it being solely Utility Company's responsibility to ensure that Utility Company's performance of the Work is safe. Neither the exercise nor the failure by BNSF to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

12. Upon completion of Work or upon termination of this Agreement, whichever shall occur first, Utility Company shall, at its sole cost and expense:

- (a) remove all of its equipment from BNSF property;
- (b) report and restore any damage arising from, growing out of, or connected with the Work;
- (c) remedy any unsafe conditions created or aggravated by the Work; and
- (d) leave all BNSF property in the condition which existed as of the Effective Date of this Agreement.

13. BNSF and the Utility Company shall each pay their respective attorneys' fees.

14. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one agreement, but in making proof hereof it shall only be necessary to produce one such counterpart.

15. This Agreement (a) shall be binding upon and inure to the benefit of BNSF and Utility Company and their respective legal representatives, successors and assigns; (b) may be modified or amended only by a writing signed by each party hereto; and (c) shall be governed by and construed in accordance with the laws of the State of Nebraska. Notwithstanding anything herein to the contrary, the Utility Company may not assign its rights and obligations under this Agreement without the prior written consent of BNSF. BNSF may assign its rights or

obligations under this Agreement without the Utility Company's consent, but with notice to the Utility Company.

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date below each party's signature; to be effective, however, as of the Effective Date.

CITY OF GRAND ISLAND

By: _____
Printed Name: _____
Title: _____
Date: _____

BNSF RAILWAY COMPANY

By: Luddy Arias
Printed Name: Luddy Arias
Title: Manager - Acquisition & Development
Date: 9/14/2011

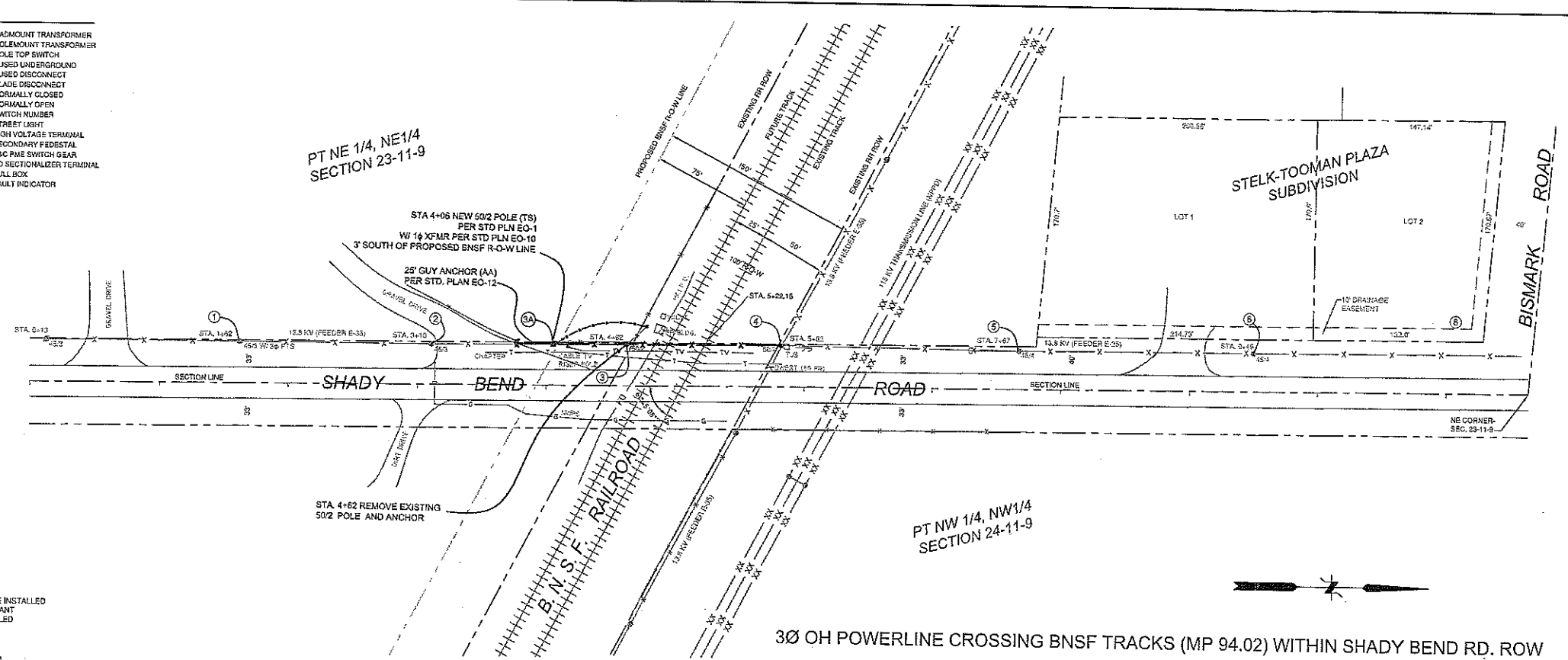
EXHIBIT A

The Plans

EXHIBIT B

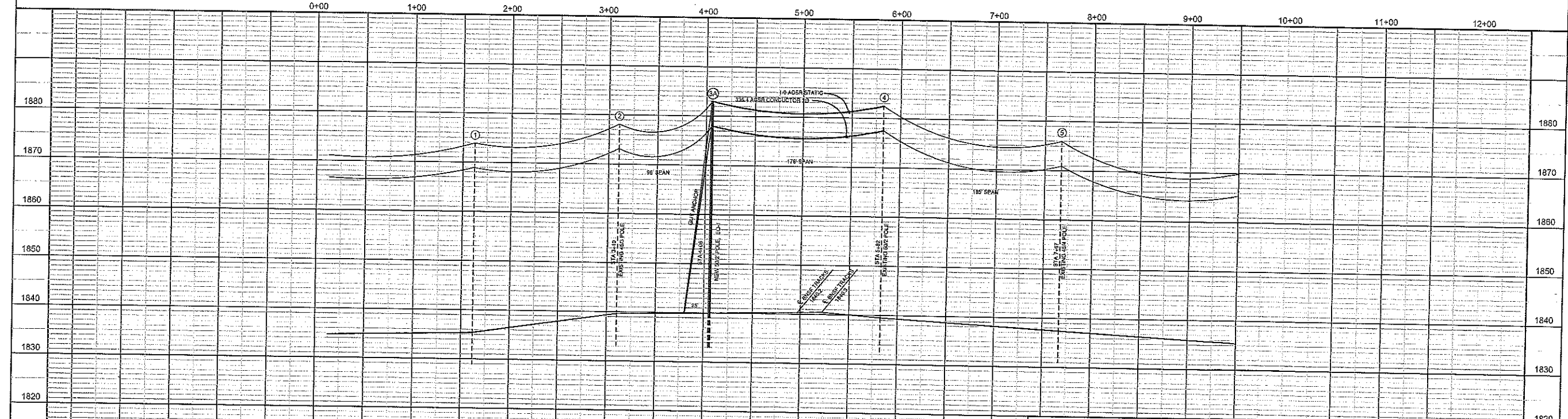
BNSF ROW

- LEGEND**
- EASEMENT LINE
 - OVERHEAD TRANSMISSION LINE
 - 13.8 KV 3PH OVERHEAD
 - 13.8 KV 1PH OVERHEAD
 - SECONDARIES OVERHEAD
 - 13.8 KV 3PH UG - 6" COND. - FOR CAPACITY
 - 13.8 KV 3PH UG - 4" COND.
 - 13.8 KV 1PH UNDERGROUND - 6" COND.
 - UNDERGROUND SECONDARIES
 - INSTALLED CONDUIT
 - FUTURE CONDUIT
 - DIRECTION OF SERVICE
 - EXISTING POLE LOCATION
 - NEW POLE LOCATION
 - PADMOUNT TRANSFORMER
 - POLEMOUNT TRANSFORMER
 - POLE TOP SWITCH
 - FUSED UNDERGROUND
 - FUSED DISCONNECT
 - BLADE DISCONNECT
 - NORMALLY CLOSED
 - NORMALLY OPEN
 - SWITCH NUMBER
 - STREET LIGHT
 - HIGH VOLTAGE TERMINAL
 - SECONDARY FEDESTAL
 - S&C PNE SWITCH GEAR
 - NO SECTIONALIZER TERMINAL
 - PULL BOX
 - FAULT INDICATOR



- LEGEND**
- EXISTING WATER MAIN
 - WATER MAIN TO BE INSTALLED
 - WATER MAIN TO BE PUSHED
 - RIGHT OF WAY/PROPERTY LINE
 - U.S. TELEPHONE LINE
 - U.S. GAS LINE
 - U.S. ELECTRICAL LINE
 - OVERHEAD ELECTRICAL LINE
 - STORM SEWER
 - SANITARY SEWER
 - U.S. CABLE T.V. LINE
 - FIRE HYDRANT TO BE INSTALLED
 - EXISTING FIRE HYDRANT
 - VALVE TO BE INSTALLED
 - EXISTING VALVE
 - POWER POLE
 - MANHOLE
 - SOIL BORE LOCATION

3Ø OH POWERLINE CROSSING BNSF TRACKS (MP 94.02) WITHIN SHADY BEND RD. ROW



REVISIONS			DATE	BY	DESCRIPTION

SURV. BY: B.H.
DATE: 6/1/2011
DR. BY: K.J.M.
DATE: 7/19/2011
CHK. BY: T.W.B.
DATE: 7/20/2011
APPR. BY: R.H.S.
DATE: 7/21/2011
HORIZ. 1" = 50'
VERT. 1" = 10'

CITY OF GRAND ISLAND
UTILITIES DEPARTMENT
BNSF TRACK WIDENING
SHADY BEND ROAD
DRAWING NO.: 131-43

23-506 N.E.A. 1.

MP, 94.10; HM

WIP 94.02

Shady Bend Road

EXHIBIT B

BR. (12) 93.92

2-16 & 2-14 C.P.T.
3' Walk on So.

+69 N Poles

EXHIBIT C

Third Party ROW

EXHIBIT D

The Permit

WIRE LINE CROSSING PERMIT

No. PX 89 8039



BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Burlington", whose address is P.O. Box 29136, Overland Park, Kansas 66201-9136, in consideration of the rents to be paid and the covenants to be kept and performed by City of Grand Island, NE, hereinafter called "Permittee", whose address is P.O. Box 1968 City Hall Grand Island, NE 68802, hereby grants Permittee the right to construct, operate, maintain, inspect, use, and remove a wire line facility, including all necessary poles, wires, cables, and conduits together with necessary appurtenances thereto, hereinafter called "Wire Line", upon and across the railroad tracks, and the communication or signal wires, and right-of-way of Burlington, either above or below the surface thereof, for the purpose of transmitting electric current for power or for communication, as hereinafter described: 13.8kv 30 power line 4w 300 amps

A Wire Line across the right-of-way of Burlington ~~below~~/above the surface thereof, and ~~under~~/over the tracks of its railroad at or near MP 94.02 Grand Island, NE, Hall County, Nebraska, to be located at Survey Station 1038 +07, as shown colored red on the print hereto attached, marked Exhibit "A", dated 6/8/89, and made a part hereof.

*cross out description that does not apply

This permission is given upon the following terms and conditions:

1. Permittee will pay in advance to Burlington for this permit the sum of Four Hundred Fifty Dollars (\$450.00) for the entire period that this permit remains in effect, and Permittee will also pay all taxes and assessments that may be levied or assessed against the Wire Line. This provision shall in no way affect Burlington's right to terminate this permit pursuant to Paragraph 15 hereof. Fee Waived

2. Said Wire Line shall be used for the sole purpose of conducting electric currents at a potential not to exceed 13.8kvvolts.

3. Said Wire Line shall be constructed and maintained in accordance with Burlington's requirements, the National Electric Safety Code, and any statute, order, rule, or regulation of any public authority having jurisdiction. Application and plans shall be submitted by Permittee to Burlington and must be approved by Burlington prior to construction or any reconstruction of said Wire Line. see Exhibit "C"

4. All cost of construction and maintenance of said Wire Line shall be paid by Permittee. If it is necessary, as determined by Burlington's Division Superintendent, for Burlington to perform any portion of the work of construction, maintenance, or removal of said Wire Line, same shall be done at the expense of Permittee. Burlington will determine the costs of any such work and submit bill for same to Permittee and Permittee shall pay such billed amount within 30 days after bill is rendered therefor.

5. If in the judgment of Burlington's Division Superintendent, the construction, maintenance, or continued existence of Wire Line herein contemplated necessitates any change or alteration in the location or arrangement of any wires, structures, or other facilities of Burlington or of third persons, the cost of such change or alteration will be paid by Permittee.

6. Burlington shall have the right, for reasons of safety, to require that repairs be made to said Wire Line, and upon request from Burlington, Permittee shall immediately make such repairs at Permittee's expense. If at any time it becomes necessary in the judgment of Burlington for reasons of safety or otherwise, to require change in the location, elevation, or method of construction of said Wire Line, such changes will be made by Permittee at Permittee's expense within thirty (30) days after being requested to do so. If Permittee fails to do so, Burlington may make such changes and the cost thereof will be paid by Permittee.

7. If Wire Line is to be placed below the surface, Permittee, at Permittee's sole cost and expense, shall excavate for, construct, maintain, and repair said Wire Line, placing the same at least 38 feet () below the bottom of the rails of Burlington's railroad. It is understood that fiber optic cable systems may be buried on Burlington's property. Permittee shall telephone Burlington at 1-800-533-2891 (a 24-hour number) to determine if fiber optic cable is buried anywhere on Burlington's premises to be used by Permittee. If it is, Permittee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Burlington's premises. In addition to the liability terms elsewhere in this Agreement, Permittee shall indemnify and hold Burlington harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Permittee, its contractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by Permittee, and/or its contractor, agents and/or employees, on Burlington's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Burlington's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

8. After the completion of any Wire Line construction, repair, or removal, Permittee shall remove from the premises of Burlington, to the satisfaction of Burlington's Division Superintendent, all falsework and equipment used in such construction, repair, or removal work.

9. Permittee shall, upon the giving of 48 hours advance notice to Burlington's Division Superintendent, have the right to enter the premises of Burlington for the purpose of maintaining, repairing, or removing said Wire Line, and, in the exercise of this right, Permittee shall not unduly interfere with the rights of Burlington or others on or about the premises. In the case of bona fide emergency, the 48 hours notice may be waived; however, if emergency work is necessary, Permittee shall make every effort to notify Burlington that such work is to be done. Permittee shall, at its own expense, restore any facilities on said premises which are in any manner disturbed by such maintenance, repairs, or removal.

10. This permission is granted subject to permits, leases, and licenses, if any, heretofore granted by Burlington affecting the premises upon which said Wire Line is located.

11. If the operation or maintenance of said Wire Line shall at any time cause interference, including but not limited to physical interference, from electromagnetic induction, electrostatic induction, or from stray or other currents, with the facilities of Burlington or of any lessee or licensee of Burlington, or in any manner interfere with operation, maintenance or use by Burlington of its right-of-way, tracks, structures, poles lines, signal and communication lines, radio or other equipment, devices, or other property or appurtenances thereto, Permittee agrees immediately to make such changes in said Wire Line and furnish such protective devices to Burlington and its lessees or licensees as shall be necessary in the judgment of Burlington's representatives to eliminate such interference. The cost of such protective devices and their installation shall be borne solely by the Permittee. If any of the interference covered by this paragraph shall be, in the judgment of Burlington, of such importance to the safety of Burlington's operations as to require immediate corrective action, Permittee, upon notice from Burlington, shall either, at Burlington's election, cease using said Wire Line for any purpose whatsoever and remove the same, or reduce the voltage or load on said Wire Line, or take such other interim protective measures as Burlington may deem advisable until the protective devices required by this paragraph have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

12. Permittee agrees that said Wire Line and the use of same for conducting electric current shall not damage the railroad or structures of Burlington, or the property of any other tenant of Burlington, or any other property upon the premises of Burlington, or be a menace to the safety of Burlington's operations or any other operations conducted on said premises. Permittee does hereby release, indemnify, and save harmless Burlington and Burlington's other tenants, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, including but not limited to, employees and agents of the parties hereto, and from loss of or damage to property of any kind or nature to whomsoever belonging, including but not limited to, property owned by, leased to, or in the care, custody, and control of the parties hereto and other tenants of Burlington, when such injury, death, loss, or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, removal, or existence of said Wire Line upon Burlington premises. THE LIABILITY ASSUMED BY PERMITTEE SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE LOSS, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BURLINGTON, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.

13. It is understood by the parties that said Wire Line will be in danger of damage or destruction by fire or other causes incident to the operation, maintenance, or improvement of Burlington's property, and Permittee accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that Permittee hereby assumes all risk of loss, damage, or destruction to said Wire Line without regard to whether such loss be occasioned by fire or sparks from locomotives or other causes incident to or arising from the movement of locomotives, trains, or cars of any kind, misaligned switches, or in any respect from the operation, maintenance, or improvement of Burlington's property, OR TO WHETHER SUCH LOSS OR DAMAGE BE THE RESULT OF NEGLIGENCE OR MISCONDUCT OF BURLINGTON OR ANY PERSON IN THE EMPLOY OR SERVICE OF BURLINGTON, or of defective appliances, engines, or machinery, and Permittee does hereby save and hold harmless Burlington from all such damage, claims, and losses.

14. It is agreed that the provisions of this permit are for the equal protection of any other railroad company or companies including National Railroad Passenger Corporation (AMTRAK) heretofore or hereafter granted the joint use of Burlington's property upon which the above described Wire Line is located.

15. Either party hereto shall have the right to terminate this permit, and the same shall terminate, at the expiration of ninety (90) days after the giving of written notice by one party to the other of intention to terminate same. Any such notice shall be good if properly deposited with the United States Postal Service addressed to the party being notified at such party's post office address above stated. Upon termination Permittee shall promptly remove the Wire Line from Burlington's premises and if Permittee shall fail to remove same or any other material or property owned by it within the time prescribed in a notice of termination, Burlington may appropriate such property to its own use without compensation, or may remove the same at the expense of Permittee.

16. This permit shall be binding upon, and inure to the benefit of the parties, their successors and assigns; provided, however, that Permittee shall not assign this permit or any interest therein without Burlington's written consent.

17. Nothing herein contained shall imply or import a covenant on the part of Burlington for quiet enjoyment.

- 18 Insurance required and to remain in force for one full year.
- A. Public Liability and Property Damage Insurance
Minimum amounts as follows: \$500,000 \$1,000,000
 - B. Railroad Protective Policy
Minimum amounts as follows: \$2,000,00 \$6,000,000

19. In the event of Permittee's removal of the Wire Line from Burlington's premises, Permittee agrees to notify Burlington's Division Superintendent in writing of Permittee's removal of such Wire Line and terminate this Agreement effective with the date of removal of said Wire Line from Burlington's premises.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 29th day of August, 1989.

BURLINGTON NORTHERN RAILROAD COMPANY

By T. R. Jannagin

Title Division General Manager

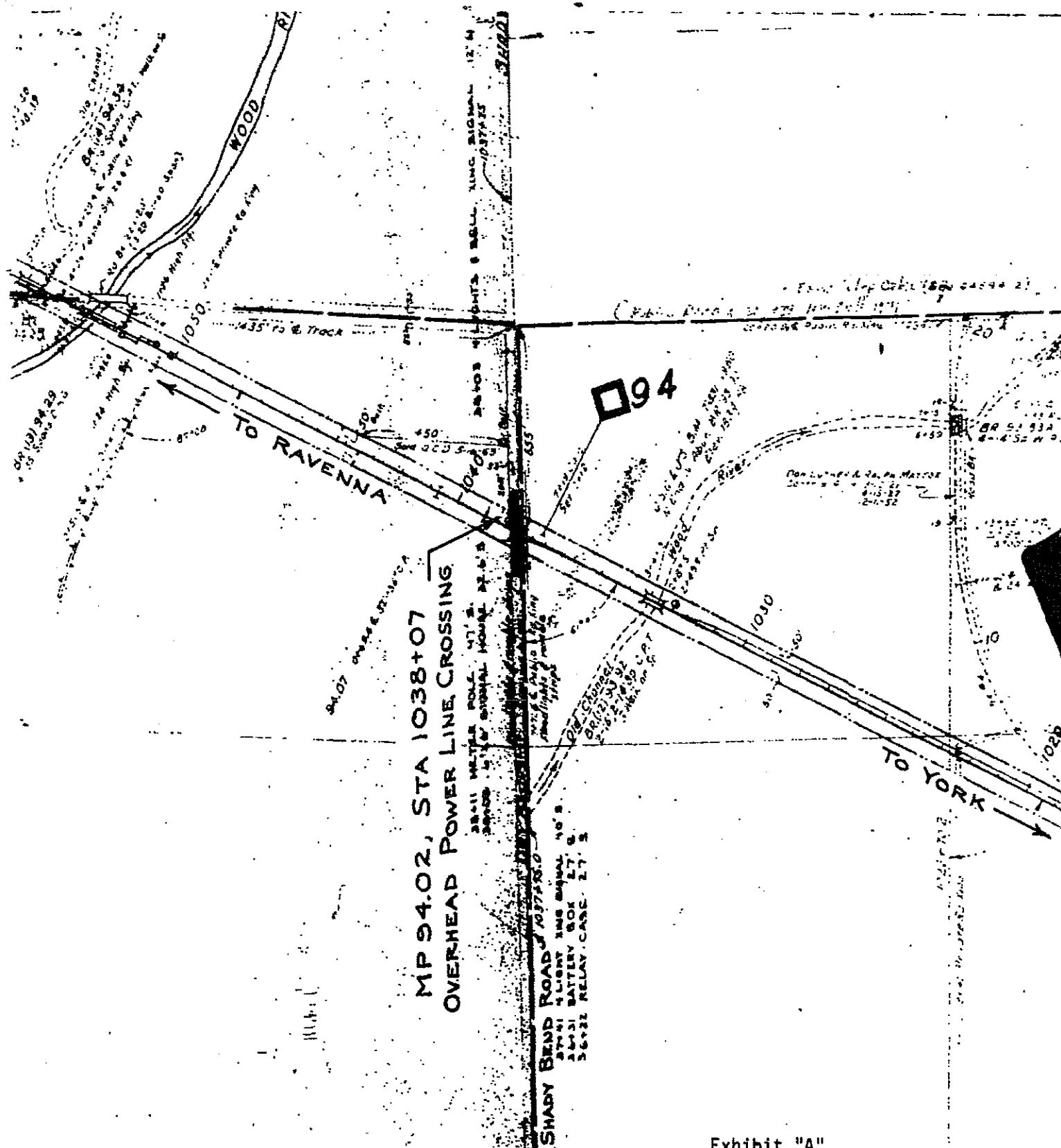
City Of Grand Island
(PERMITTEE)

By Chuck Bassich

Title MAYOR

Marti Ann Hill, City Clerk
(Witness)





SCALE 1"=400'

Exhibit "A"

GRAND ISLAND, NEBRASKA
6/8/89
OVERHEAD POWER LINE CROSSING
GRAND ISLAND UTILITIES DEPT.
GRAND ISLAND, NEBRASKA
LINE SEGMENT 4

GENERAL REQUIREMENTS FOR POLE AND WIRE LINE CROSSINGS

(OD-19)



OVERHEAD CROSSINGS

Burlington Northern Railroad will consider each wire crossing on its merits and reserves the right to require higher standards than specified in either state or national codes.

Structure and conductor conflict shall be minimized by selecting the best location and grade of construction such that the over track span will remain standing after a failure in any adjacent span.

For single wood pole construction, poles adjacent to the crossing span shall be at least Class 4 and adjoining poles shall be Class 5 or stronger. For electric supply lines, normally the crossing span shall not exceed 150 feet with adjacent span not exceeding $1\frac{1}{2}$ times the crossing span length. For communication lines, the crossing span shall not exceed 100 feet in heavy loading district, 125 feet in medium loading district, and 150 feet in light loading district, and adjacent span shall not exceed $1\frac{1}{2}$ times the crossing span length. For heavier type construction, longer spans will be considered.

In general, all crossing span poles shall be side guyed and head guyed. Double crossarms with flat construction shall be used with dead end construction desirable.

To ensure that overhead wire crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of 30 feet and electric lines with a minimum clearance of 36 feet or greater when required by appropriate codes for high voltage wires. It is desirable that no overhead wire crossings be built within 200 feet of any railroad bridge. Where such construction is necessary, 60 feet overhead clearance above top of rail is required.

UNDERGROUND CROSSINGS

Underground electric distribution supply lines may be buried directly in the ground provided that the top of the cables are placed a minimum of 42" below the base of rail or 36" below the bottom of adjacent drainage ditches, whichever is lower. Applicable statutory codes shall prevail if a greater depth is specified. Cables used for communications as defined in Article 800 of the current National Electrical Code shall be approved for direct burial and shall be buried to a depth as specified above. Cables used for secondary distribution, rated 600 volts or less, shall be type USE or UF, or other approved types, installed according to the current National Electrical Code, except that the depth of burial shall be as specified above. Cables rated more than 600 volts shall meet the current National Electrical Code and the current National Electrical Safety Code requirements for shielding and shall have a bare concentric neutral consisting of annealed copper wires coated per applicable IPCEA specification applied spirally over the insulation with uniform spacing between the wires. Trench backfill shall include a sand cushion of 4" minimum completely around the cables with the rest of the backfill compacted to the same density as the adjoining earth.

Warning signs shall be placed over the cable at each right-of-way line and 12' 6" on each side of each track or group of tracks. If the right-of-way line is not over twenty-five feet from the nearest track, the placement of a sign at 12' 6" from the track shall not be required. Signs shall be 18" high by 24" wide, mounted on single post with top of sign four feet above ground level. Lettering shall be black BPR alphabet, Series C, on a white background. In 2" lettering shall be, BURIED POWER LINE, and in 1" lettering the number of volts, depth below top of tie, owner's name, and emergency telephone number.

If subgrade conditions will not permit direct burial as outlined above, the underground crossing shall be in conduit or duct which is structurally designed for rail loadings, not to exceed a Cooper's E 72 loading. Plans shall be submitted for approval.

In addition to the information shown on the application, a copy of the specifications of the power cable used and a description of over-current and fault-current protection being provided for that particular power circuit shall be attached as a part of the application.

NOTE: BURLINGTON NORTHERN RAILROAD WILL NOT ALLOW OPEN TRENCH INSTALLATION. ALL UNDERGROUND UTILITIES MAY ONLY BE INSTALLED BY JACKING AND BORING METHODS. UNDERGROUND WIRE LINE CROSSINGS SHALL BE IN CONDUIT CASINGS.

SUPPLEMENTAL AGREEMENT

This **SUPPLEMENTAL AGREEMENT**, made this 9th day of September, 2011, subject to the terms and conditions set forth in the original agreement, between **BNSF RAILWAY COMPANY**, a Delaware corporation, its successors and assigns, (hereinafter called "Licensor") and the **CITY OF GRAND ISLAND** (hereinafter called "Licensee").

RECITALS:

Licensor and Licensee are now parties to an agreement dated August 29, 1989, Licensor's Contract No. PX898039, together with any and all modifications, supplements and amendments thereto (hereinafter called "Original Contract"), relating to a 13.8 kV 30 power line.

AGREEMENT:

It is mutually agreed that the following modification(s) will be made to the Original Contract:

1. The Original Contract shall be modified as follows:

PREMISES. That property at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 94.02, shown by bold line upon the print No. 1-52738, dated September 7, 2011 marked "Exhibit A", attached hereto and made a part hereof ("Premises").

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000 but in no event less than the amount otherwise carried by the Licensee. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
 - ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to **Licensor**.

Shady Bend

- ◆ Additional insured endorsement in favor of and acceptable to *Licensor and Jones, Lang, LaSalle Global Services RR, Inc.*
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by *Licensor*.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to *Licensor* employees.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired
- ◆ Waiver of subrogation in favor of and acceptable to *Licensor*.
- ◆ Additional insured endorsement in favor or and acceptable to *Licensor*.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by *Licensor*.

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- ◆ Waiver of subrogation in favor of and acceptable to *Licensor*.

D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Electric Supply Line. **THE CONSTRUCTION OF THE ELECTRIC SUPPLY LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Electric Supply Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)

- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$400.00.

- ☐ I **elect** to participate in Licensor's Blanket Policy;
- ☐ I **elect not** to participate in Licensor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody or control.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Licensor, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The insurance is procured from an underwriter of BNSF and the price is subject to change if the cost from the underwriter changes. Licensor will cover the RPLI cost for this relocation project under AFE# A110658.

3. (a) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL [AND SHALL CAUSE ITS CONTRACTOR TO] RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

(iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR

(v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) **FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL [AND SHALL CAUSE ITS CONTRACTOR TO] NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE ELECTRIC SUPPLY LINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, [AND SHALL CAUSE ITS CONTRACTOR TO] REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees,

investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

4. **ALL PERSONAL PROPERTY OF LICENSEE, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

Except as herein modified, the Original Contract shall continue in full force and effect.

Staubach Global Services, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this Supplemental Agreement has been duly executed in duplicate by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Jones Lang LaSalle Global Services RR, Inc., its
Attorney in Fact
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800

By: _____

Ed Darter
Vice President – National Accounts

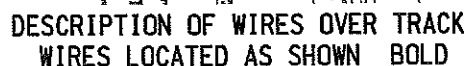
CITY OF GRAND ISLAND

By: _____

Title: _____

CITY OF GRAND ISLAND

CB&Q RR
NE-09
24

JWD

MAP REF. S63982

UTILITY RELOCATION AGREEMENT

THIS UTILITY RELOCATION AGREEMENT (this "**Agreement**") is entered into the _____ day of _____, 2011 (the "**Effective Date**"), between the **CITY OF GRAND ISLAND**, a municipality of the State of Nebraska (the "**Utility Company**"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**").

RECITALS

A. BNSF proposes to construct an additional rail line in Hall County, Nebraska (the "**Project**").

B. BNSF has notified the Utility Company that certain of its utility facilities and appurtenances (the "**Utilities**") are in locational conflict with the Project and has requested that the Utility Company undertake a relocation of the Utilities (the "**Work**") as necessary to accommodate the Project.

C. The Utility Company has provided BNSF with a copy of all documentation outlining the Work to be performed and the design and specifications of all related appurtenances, adjustments, existing utilities, and relocations, which outlining documentation will also include the exact location of the relocated Utilities (collectively, the "**Plans**"), which Plans have been approved by BNSF and a copy of which Plans are attached hereto and made a part hereof as **Exhibit A**.

D. Pursuant to the Plans, the Utility Company shall relocate the Utilities to (i) railroad right of way owned and controlled by BNSF (the "**BNSF ROW**"), the BNSF ROW being more particularly described in **Exhibit B** attached hereto, and (ii) other right of way and/or property owned or controlled by third parties ("**Third Party ROW**"), the Third Party ROW being more particularly described in **Exhibit C** attached hereto. The BNSF ROW and the Third Party ROW are collectively referred to in this Agreement as the "**Relocated Premises**".

E. The Utility Company has obtained a permit or an amendment to its existing permit (either, the "**Permit**") to carry out the Work on the BNSF ROW in accordance with the approved Plans, a copy of which Permit is attached hereto and made a part hereof as **Exhibit D**.

F. BNSF and the Utility Company desire to enter into this Agreement to outline their respective obligations regarding the cost and timely execution of the Work by the Utility Company.

AGREEMENTS

For and in consideration of the foregoing recitals which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and the Utility Company agree as follows:

1. The Utility Company will commence its performance of the Work within five (5) days of the Effective Date of this Agreement (the "**Commencement Date**") and complete the Work within Thirty (30) days from the Effective Date of this Agreement (the "**Completion Date**"), in accordance with the approved Plans. Once commenced, the Work shall be performed and prosecuted to completion with due diligence: (i) in accordance with the Plans, (ii) in accordance with the Permit, (iii) in conformity and compliance with all applicable laws and highest generally accepted industry standards for such Work, and (iv) in a good and workmanlike manner, free from defects in materials and workmanship.

2. The Utility Company agrees that it shall obtain all necessary property rights (including but not limited to all property rights necessary to relocate the Utilities to the Third Party ROW), approvals, permits, and/or authorizations, whether private or governmental, for the Work and/or the relocation of the Utilities to the Relocated Premises (collectively, the "**Third Party Permits**"). Upon BNSF's request, the Utility Company shall promptly provide BNSF with copies of all Third Party Permits as well as all documents relating to any denials of approvals, permits, and/or authorizations, whether private or governmental, in connection with the Work.

3.

3.1 To the extent that the costs and expenses of the Work incurred by Utility Company arise from or are attributable to the relocation of the Utilities on or to the BNSF ROW, the costs and expenses of such Work shall be borne solely by the Utility Company, and BNSF shall have no responsibility or obligation to fund or reimburse the Utility Company for the costs and expenses associated with such Work or anything pertaining thereto.

3.2 To the extent that the costs and expenses of the Work incurred by Utility Company arise from or are attributable to the relocation of the Utilities on or to the Third Party ROW, subject to the terms and conditions set forth in this Agreement, BNSF hereby agrees to reimburse the Utility Company to cover its actual costs and expenses associated with the Work, at the City of Grand Island's Retail rate, including labor and material, but not including overhead and betterments, in accordance with the BNSF Utility Accommodation Specifications policy and requirements, provided, however, that the amount BNSF agrees to reimburse the Utility Company shall not exceed Two Thousand Two Hundred Dollars and 00/100 (\$2,200.00) (the "**Reimbursement Cap**").

4. Upon timely completion of the Work and in accordance with the approved Plans, the Utility Company shall submit to BNSF all invoices that evidence that the costs and expenses have been paid for in full by the Utility Company. The invoices shall also reflect that the costs and expenses incurred by the Utility Company were in accordance with the approved Plans and that the costs and expenses incurred by the Utility Company include only actual costs and do not include overhead or Betterments. For purposes of this Agreement, a "Betterment" means any upgrading of the Utilities that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Utility Company, including, but not limited to, an increase in the capacity, capability, efficiency or function of the Utilities over that provided by the existing Utilities or an expansion of the existing Utilities. Any invoices reflecting such

overhead or Betterments will be denied reimbursement by BNSF. All such costs and expenses as well as all other costs and expenses that exceed the Reimbursement Cap will be borne solely by the Utility Company.

5. As a condition of reimbursement by BNSF for the costs and expenses of the Work in accordance with the requirements for such reimbursement contained in this Agreement, the Utility Company must (i) commence the Work by the Commencement Date, and (ii) complete the Work by the Completion Date. The Completion Date may be extended for delays caused by events outside the Utility Company's control, including an event of force majeure, which shall include a strike, war or act of war (whether or not an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood, or other act of God, sabotage, or other similar events, interference by BNSF or any other third party with the Utility Company's ability to proceed with such relocation, or any other event in which the Utility Company has exercised all due care in the prevention thereof so that the causes or other events are beyond the control, and without the fault or negligence, of the Utility Company. The Utility Company acknowledges and agrees that it will conduct the Work associated with the relocation contemplated under this Agreement at its own risk, and that BNSF makes no warranties or representations regarding the existence or location of the Utilities or any other utilities currently within its right-of-way in the Project.

6. Utility Company shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the performance of the Work.

7. Prior to commencing the Work, Utility Company shall and shall cause its contractor to (i) comply with all BNSF's applicable safety rules and regulations, and (ii) complete the safety-orientation program at the BNSF's Internet Web site "<http://contractororientation.com>". This program must be completed no more than one year in advance of Utility Company's performance of the Work.

8. Utility Company shall notify BNSF's Roadmaster, Don Marget at 14th & Grant Avenue, York, NE 68467, telephone (402) 362-5501, at least five (5) business days prior to performing the Work. After completion of use of the Work, Utility Company shall notify BNSF in writing that such use has been completed.

9. Utility Company shall bear the cost of flagger services and other safety measures provided by BNSF in connection with the Work, when deemed necessary by BNSF's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this paragraph.

10. In performing the Work, Utility Company shall use only public roadways to cross from one side of BNSF's tracks to the other.

11. Under no conditions shall Utility Company be permitted to conduct any tests, investigations, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools, or other materials, within fifty (50) feet of the centerline of any BNSF track unless Utility Company has obtained prior written approval from BNSF. Utility Company shall, at its sole cost and expense, perform all the Work in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed, or property of BNSF, or the safe operation and activities of BNSF. If ordered to cease performance of the Work at any time by BNSF's personnel due to any hazardous condition, Utility Company shall immediately do so. Notwithstanding the foregoing right of BNSF, the parties agree that BNSF has no duty or obligation to monitor Utility Company's performance of the Work to determine the safe nature thereof, it being solely Utility Company's responsibility to ensure that Utility Company's performance of the Work is safe. Neither the exercise nor the failure by BNSF to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

12. Upon completion of Work or upon termination of this Agreement, whichever shall occur first, Utility Company shall, at its sole cost and expense:

- (a) remove all of its equipment from BNSF property;
- (b) report and restore any damage arising from, growing out of, or connected with the Work;
- (c) remedy any unsafe conditions created or aggravated by the Work; and
- (d) leave all BNSF property in the condition which existed as of the Effective Date of this Agreement.

13. BNSF and the Utility Company shall each pay their respective attorneys' fees.

14. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one agreement, but in making proof hereof it shall only be necessary to produce one such counterpart.

15. This Agreement (a) shall be binding upon and inure to the benefit of BNSF and Utility Company and their respective legal representatives, successors and assigns; (b) may be modified or amended only by a writing signed by each party hereto; and (c) shall be governed by and construed in accordance with the laws of the State of Nebraska. Notwithstanding anything herein to the contrary, the Utility Company may not assign its rights and obligations under this Agreement without the prior written consent of BNSF. BNSF may assign its rights or obligations under this Agreement without the Utility Company's consent, but with notice to the Utility Company.

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date below each party's signature; to be effective, however, as of the Effective Date.

CITY OF GRAND ISLAND

By: _____
Printed Name: _____
Title: _____
Date: _____

BNSF RAILWAY COMPANY

By: Luddy Arias
Printed Name: Luddy Arias
Title: Manager - Acquisition & Development
Date: 9/14/2011

EXHIBIT A

The Plans

EXHIBIT B

BNSF ROW

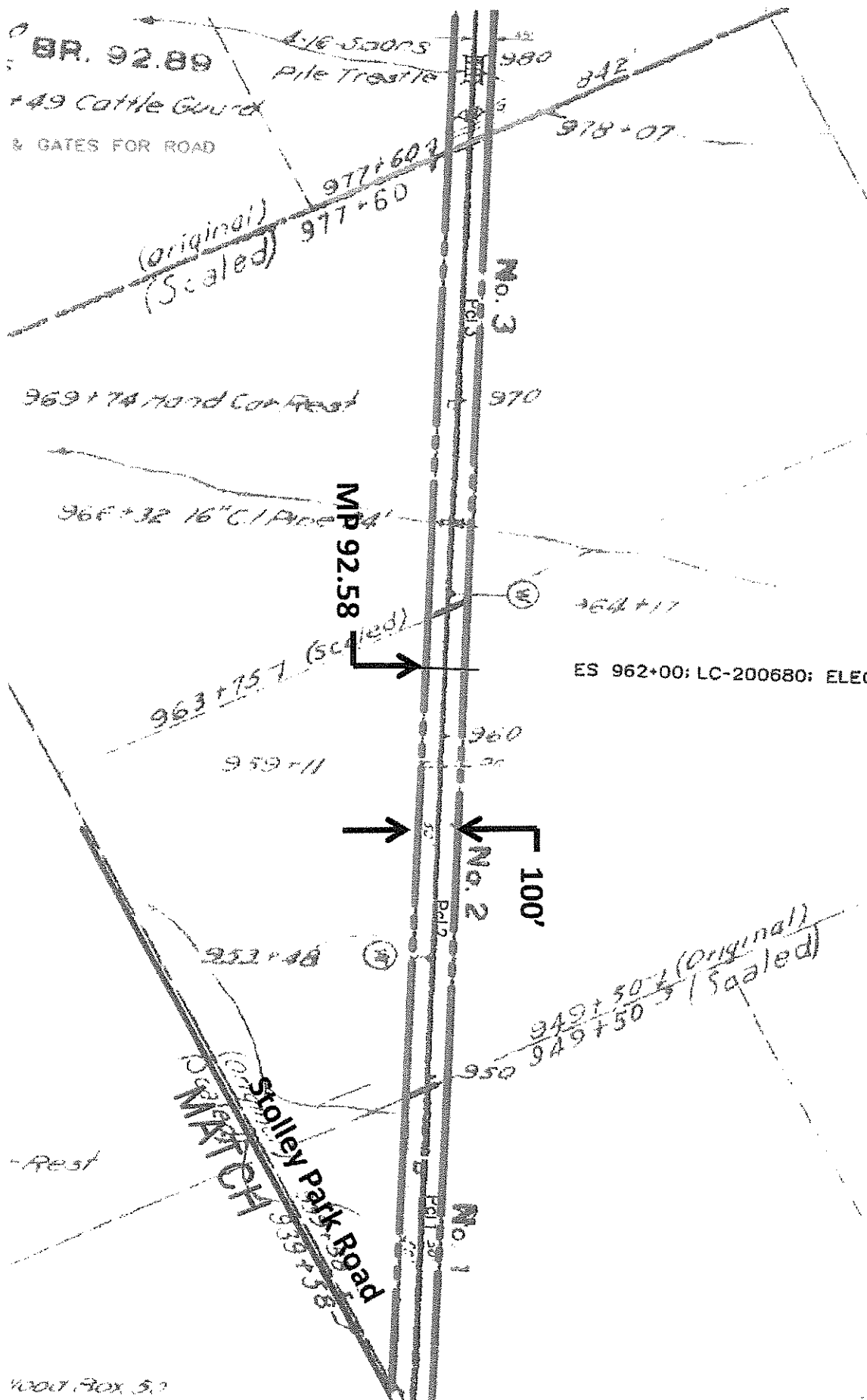


EXHIBIT B

EXHIBIT C

Third Party ROW

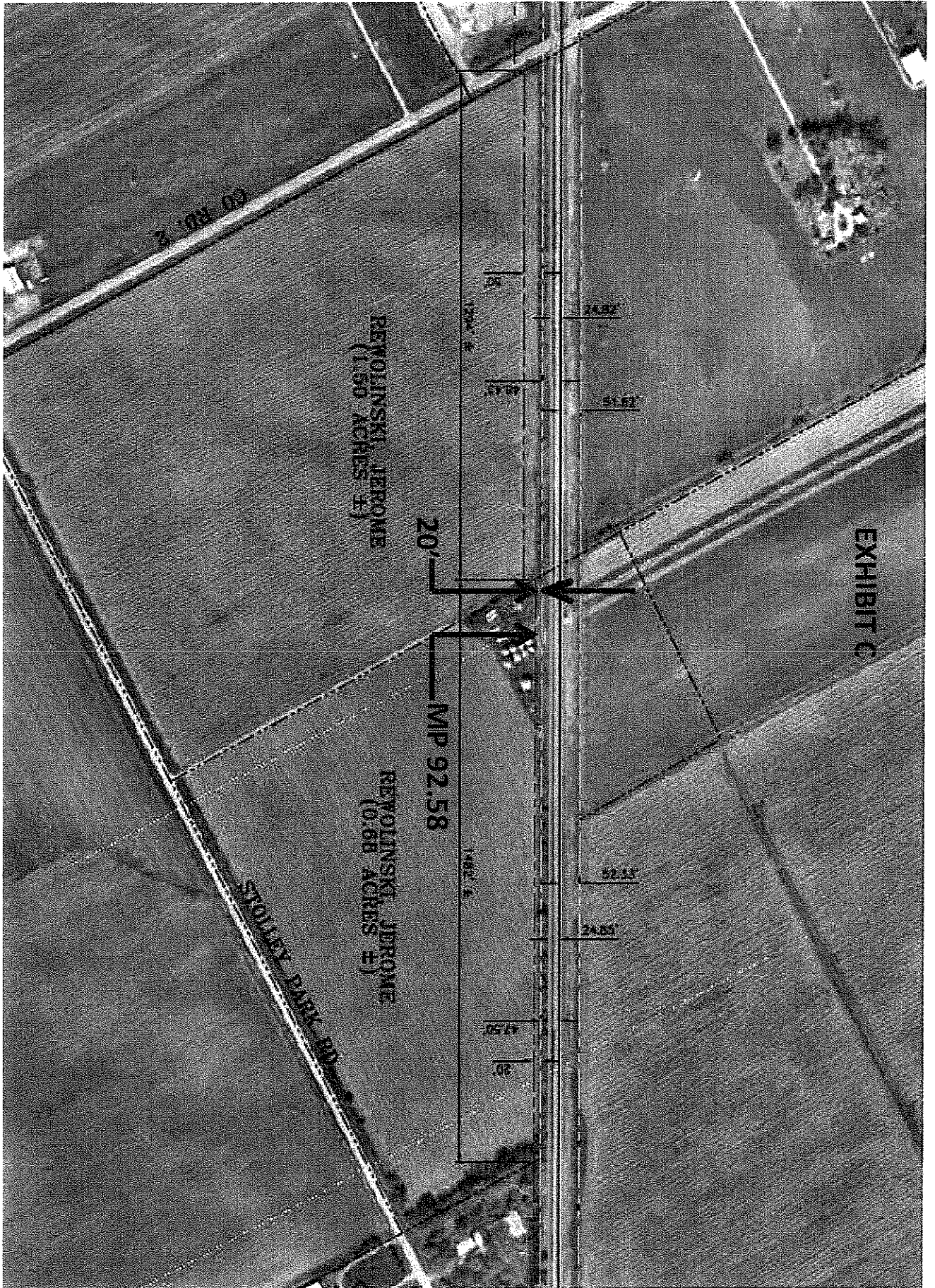


EXHIBIT D

The Permit

AGREEMENT FOR WIRE LINE UNDER RIGHT OF WAY

THIS AGREEMENT, made and entered into as of the 10th day of April, 1970,
BURLINGTON NORTHERN INC.
between ~~THE CITY OF GRAND ISLAND, A MUNICIPALITY~~, hereinafter called "Railroad", and
CITY OF GRAND ISLAND, a municipality
of the State of Nebraska
hereinafter called "Licensee".

WITNESSETH: Railroad, in consideration of Fifty Dollars (\$50.00) to be paid by
Licensee to Railroad immediately upon execution of this agreement, ~~and in consideration of the faithful performance by Licensee of its covenants~~
~~herein contained, hereby grants unto Licensee, upon the conditions hereinafter set forth, license to lay~~
its three (3) power

wires in a wrought iron pipe or other type of
conduit underneath the property and railroad tracks of Railroad, and to place poles on said property
at each end of said pipe or conduit, at or near Railroad Survey Station 962 + 00, Mile
Post 92.58, 0.76 mile west of P.O. Box (3.69 miles east of Grand Island), Nebraska,
in the SE, SW, Section 10, Township 11 North, Range 8 West of the Sixth Principal
Meridian, Merrick County, Nebraska,

upon the following terms and conditions:

1. The pipe or conduit and said poles and the aerial construction shall be located as shown on the
attached plan No. 1326-33, identified by the signature thereon of T. L. Livingston,
which is made a part hereof.

The pipe or conduit shall be laid with the top of same not less than three (3) feet six (6) inches
below the top of the tie, but not less than three (3) feet below the surface of the ground at any point on
Railroad's property.

Said undercrossing shall be constructed in accordance with details shown on form number 1415 hereto
attached and made a part hereof, identified by the signature thereon of Bob G. Renard.

2. The kind and quality of material used for said pipe or conduit, and kind and quality of the terminal
poles, and manner of construction, maintenance, repair, replacement or removal thereof shall be subject to
the approval of Railroad, and Licensee expressly agrees that forty-eight (48) hours before beginning any
work of whatever nature upon and in connection with the laying, maintenance, repair, removal or renewal
of said pipe or conduit, or poles, the Superintendent of Railroad shall be notified by Licensee and may be
present, in person or by representative, to see that the material and work meets with the approval and
satisfaction of Railroad.

The construction and maintenance of said underground crossing shall comply with the requirements
of the current National Electrical Safety Code, except as otherwise herein specified.

3. If Railroad, for itself or on behalf of its lessees or grantees, should at any time or from time to
time find it necessary or desirable to make changes in any existing building, track, structure or overhead
or underground installation, or place any additional building, track, structure or overhead or underground
installation on any premises where said pipe, wires or poles are located, Licensee agrees that it will
promptly, at its own cost and expense and without cost or expense to Railroad or Railroad's lessees or
grantees, upon receipt of written notice from Railroad so to do, relocate, change or remove said pipe,
wires and poles as requested or required by Railroad, and in the event of its failure so to do, Railroad may
perform such work at the expense of Licensee.

4. The pipe or conduit, and the wires contained therein, and the poles, shall be at all times main-
tained by Licensee in an entirely safe and secure manner, and Licensee shall be charged with all duty,
liability and obligation as to the due and proper construction, maintenance, repair, use and operation of
same on and around Railroad's said property; but if at any time Railroad shall consider that the manner of
constructing, maintaining, repairing, renewing, using or operating said pipe or conduit, wires and appur-
tenances, or poles, adopted by said Licensee, is not due and proper, then said Licensee will at once at
its own expense, upon notice from Railroad, make such changes and repairs as Railroad may require.

Should Licensee fail or neglect to make such changes, Railroad may, at its election, either make such changes and repairs at the expense of Licensee, or terminate this agreement, and immediately and without notice remove from its property, at the expense of Licensee, said pipe or conduit, wires and appurtenances or poles of Licensee.

5. The wires in the conduit covered by this agreement shall be used exclusively for power transmission at potentials not exceeding 120/240 volts and no material change shall be made in the voltage or number of wires without the written consent of Railroad.

6. The depositing of a notice by Railroad in any mail box of the United States, addressed to Licensee at address shown above, shall constitute a service of said notice upon said Licensee.

7. The permission hereby granted shall not be assigned by Licensee without the written consent of Railroad, and, unless otherwise terminated as hereinbefore provided, shall continue for a period of one (1) year from the date hereof, and thereafter until terminated by either party hereto giving to the other party not less than thirty (30) days' notice in writing of its desire to terminate the same. Licensee hereby accepts the permission above granted, subject to the strict and punctual performance of all of said terms and conditions by it on its part, and further agrees that, upon the termination of this permission, it will remove all of the said property from the property of Railroad and surrender up the quiet and peaceable possession to said Railroad of all its property affected by the terms of this agreement.

8. Licensee shall at all times protect, indemnify and save harmless Railroad from and against all liability, claims, demands, judgments, loss, damages, costs and expenses, including court costs and attorneys' fees, arising from damage to, loss, or destruction of the property of any person or persons whomsoever, or from injury to or death of any person or persons whomsoever, including the parties hereto and any employees of either or both parties hereto, when same is due to or in any manner results from or grows out of the installation, construction, reconstruction, relocation, existence, modification, adjustment, change, maintenance, repair, renewal, use, operation or removal of the said poles, fixtures, pipe, conduit, wires or appurtenances, or out of the subsidence of the soil over said pipe or conduit, and whether caused or contributed to by the negligence of Railroad, or otherwise.

The word "Licensee" wherever used herein shall be held to include such persons, co-partnerships or corporations as are mentioned in the title hereof as Licensee.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the date first above written.

~~EMILY M. MORTIMER J.C.~~
~~CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY~~

MP By /s/ J. S. Hamer
~~CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY~~

CITY OF GRAND ISLAND

Licensee

APPROVED:

As to Form . . .

/s/ R. S. Skov
Law Department

As to Property Interests

/s/ H. G. Schelling
Land Department

As to Description

/s/ A. J. Strobel
~~CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY~~
Manager Engineering
As to Communications Department

/s/ E. F. Hutchinson
Communications Department

As to Electrical Department

/s/ H. C. Nelson
Electrical Engineer

As to Signal Department

/s/ H. R. Roberts
Signal Engineer

By /s/ John Litter
Title Pres. of Council and Ex officio Mayor

RESOLUTION

RESOLVED, by the City Council of the City of Grand Island, Nebraska:

That, the Mayor be and is hereby authorized and directed to enter into agreement with the Burlington Northern Inc. in connection with the City's construction of a 120/240 three-wire power line undercrossing of track and right of way at Mile Post 92.58, 0.76 mile west of Power, Merrick County, Nebraska, illustrated by exhibit print 176-33.

(Albee, Bredthauer, Burke, Dittler, Eaton, ~~McGahan~~, McGahan)

ATTEST:

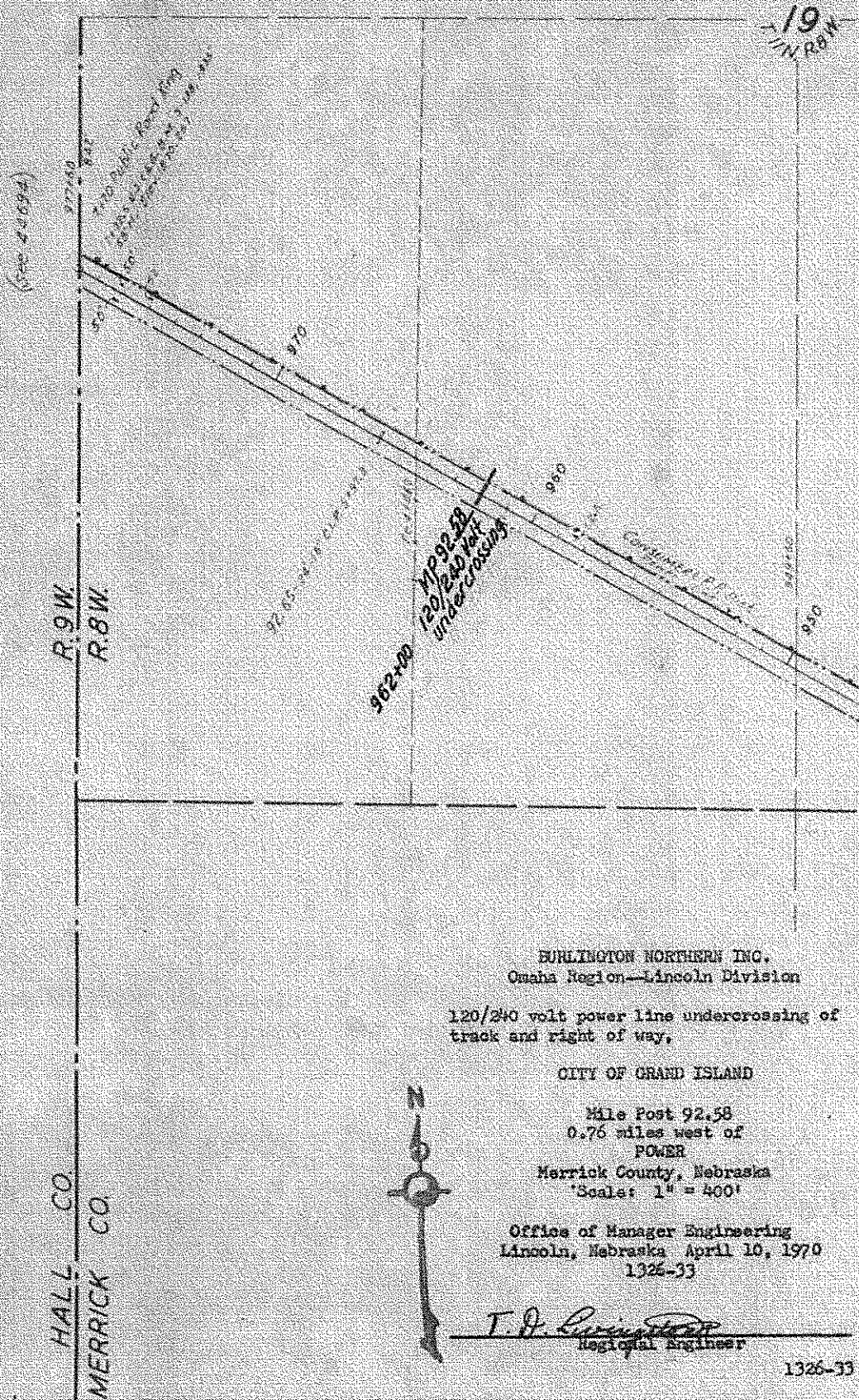
G. J. McLean
City Clerk

The above is a copy of the records showing that the resolution referred to was passed by the City Council on the 27 day of May, 1976.

G. J. McLean
City Clerk

To Accompany Contract:

Dated:



SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, made this 9th day of September, 2011, subject to the terms and conditions set forth in the original agreement, between **BNSF RAILWAY COMPANY**, a Delaware corporation, its successors and assigns, (hereinafter called "Licensor") and the **CITY OF GRAND ISLAND** (hereinafter called "Licensee").

RECITALS:

Licensor and Licensee are now parties to an agreement dated April 10, 1970, Licensor's Contract No. LC200680, together with any and all modifications, supplements and amendments thereto (hereinafter called "Original Contract"), relating to an underground power line.

AGREEMENT:

It is mutually agreed that the following modification(s) will be made to the Original Contract:

1. The Original Contract shall be modified as follows:

PREMISES. That property at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 92.58, shown by bold line upon the print No. 1-52722, dated September 6, 2011 marked "Exhibit A", attached hereto and made a part hereof ("Premises").

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000 but in no event less than the amount otherwise carried by the Licensee. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
 - ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to *Licensor*.

- ◆ Additional insured endorsement in favor of and acceptable to *Licensors and Jones, Lang, LaSalle Global Services RR, Inc.*
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by *Licensors*.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to *Licensors* employees.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired
- ◆ Waiver of subrogation in favor of and acceptable to *Licensors*.
- ◆ Additional insured endorsement in favor of and acceptable to *Licensors*.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by *Licensors*.

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- ◆ Waiver of subrogation in favor of and acceptable to *Licensors*.

D. Railroad Protective Liability Insurance. This insurance shall name only the Licensors as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Electric Supply Line. **THE CONSTRUCTION OF THE ELECTRIC SUPPLY LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Electric Supply Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)

- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$400.00.

- ☐ I **elect** to participate in Licensor's Blanket Policy;
- ☐ I **elect not** to participate in Licensor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody or control.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Licensor, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The insurance is procured from an underwriter of BNSF and the price is subject to change if the cost from the underwriter changes. Licensor will cover the RPLI cost for this relocation project under AFE# A110658.

3. (a) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL [AND SHALL CAUSE ITS CONTRACTOR TO] RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

(iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR

(v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) **FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL [AND SHALL CAUSE ITS CONTRACTOR TO] NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE ELECTRIC SUPPLY LINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, [AND SHALL CAUSE ITS CONTRACTOR TO] REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees,

investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

4. ALL PERSONAL PROPERTY OF LICENSEE, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Except as herein modified, the Original Contract shall continue in full force and effect.

Staubach Global Services, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this Supplemental Agreement has been duly executed in duplicate by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Jones Lang LaSalle Global Services RR, Inc., its
Attorney in Fact
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800

By: _____

Ed Darter
Vice President – National Accounts

CITY OF GRAND ISLAND

By: _____

Title: _____

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

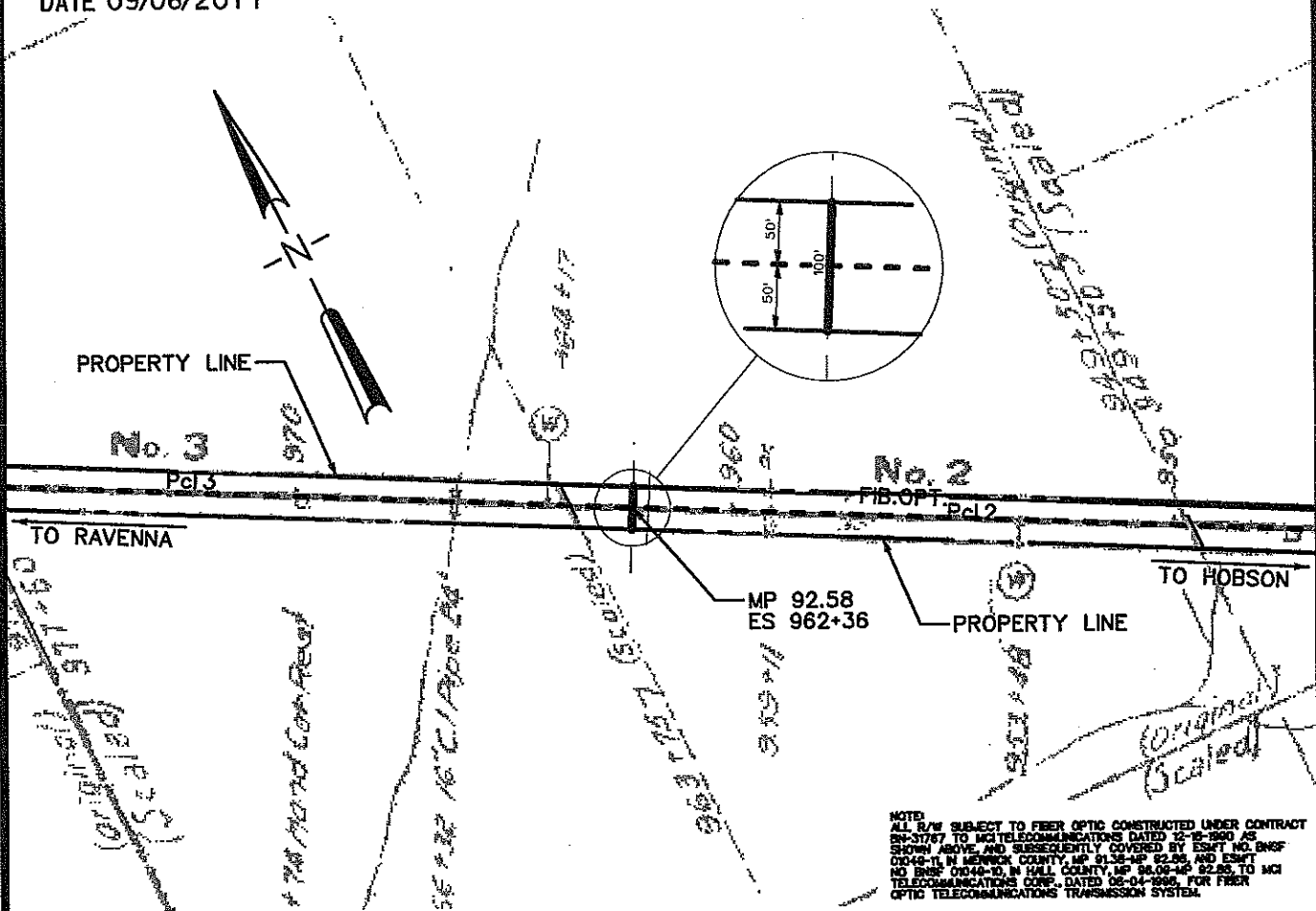
CITY OF GRAND ISLAND, NE

SCALE: 1 IN. = 400 FT.
NEBRASKA DIV.
RAVENNA SUBDIV. L.S. 0004
DATE 09/06/2011

SECTION: 19
TOWNSHIP: 11N
RANGE: 08W
MERIDIAN: 6PM



MAP REF. R71482



NOTE:
1 CONDUIT OCCUPIED

DESCRIPTION OF WIRES UNDER TRACK

WIRES LOCATED AS SHOWN BOLD

TYPE	ELECTRIC
NUMBER OF CONDUITS	1
VOLTAGE	0.120KV/0.240KV

SIZE OF CONDUIT	4"x100'
CONDUIT MATERIAL	STEEL
WALL THICKNESS	0.188"
LENGTH ON R/W	100'
BASE OF RAIL TO TOP OF CONDUIT	5.5' MIN.

NOTE: CASING TO BE JACKED OR DRY BORED ONLY
AT GRAND ISLAND
COUNTY OF HALL

STATE OF NE

JWD

UTILITY RELOCATION AGREEMENT

THIS UTILITY RELOCATION AGREEMENT (this "**Agreement**") is entered into the _____ day of _____, 2011 (the "**Effective Date**"), between the **CITY OF GRAND ISLAND**, a municipality of the State of Nebraska (the "**Utility Company**"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**").

RECITALS

A. BNSF proposes to construct an additional rail line in Hall County, Nebraska (the "**Project**").

B. BNSF has notified the Utility Company that certain of its utility facilities and appurtenances (the "**Utilities**") are in locational conflict with the Project and has requested that the Utility Company undertake a relocation of the Utilities (the "**Work**") as necessary to accommodate the Project.

C. The Utility Company has provided BNSF with a copy of all documentation outlining the Work to be performed and the design and specifications of all related appurtenances, adjustments, existing utilities, and relocations, which outlining documentation will also include the exact location of the relocated Utilities (collectively, the "**Plans**"), which Plans have been approved by BNSF and a copy of which Plans are attached hereto and made a part hereof as **Exhibit A**.

D. Pursuant to the Plans, the Utility Company shall relocate the Utilities to (i) railroad right of way owned and controlled by BNSF (the "**BNSF ROW**"), the BNSF ROW being more particularly described in **Exhibit B** attached hereto, and (ii) other right of way and/or property owned or controlled by third parties ("**Third Party ROW**"), the Third Party ROW being more particularly described in **Exhibit C** attached hereto. The BNSF ROW and the Third Party ROW are collectively referred to in this Agreement as the "**Relocated Premises**".

E. The Utility Company has obtained a permit or an amendment to its existing permit (either, the "**Permit**") to carry out the Work on the BNSF ROW in accordance with the approved Plans, a copy of which Permit is attached hereto and made a part hereof as **Exhibit D**.

F. BNSF and the Utility Company desire to enter into this Agreement to outline their respective obligations regarding the cost and timely execution of the Work by the Utility Company.

AGREEMENTS

For and in consideration of the foregoing recitals which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and the Utility Company agree as follows:

1. The Utility Company will commence its performance of the Work within five (5) days of the Effective Date of this Agreement (the "**Commencement Date**") and complete the Work within Thirty (30) days from the Effective Date of this Agreement (the "**Completion Date**"), in accordance with the approved Plans. Once commenced, the Work shall be performed and prosecuted to completion with due diligence: (i) in accordance with the Plans, (ii) in accordance with the Permit, (iii) in conformity and compliance with all applicable laws and highest generally accepted industry standards for such Work, and (iv) in a good and workmanlike manner, free from defects in materials and workmanship.

2. The Utility Company agrees that it shall obtain all necessary property rights (including but not limited to all property rights necessary to relocate the Utilities to the Third Party ROW), approvals, permits, and/or authorizations, whether private or governmental, for the Work and/or the relocation of the Utilities to the Relocated Premises (collectively, the "**Third Party Permits**"). Upon BNSF's request, the Utility Company shall promptly provide BNSF with copies of all Third Party Permits as well as all documents relating to any denials of approvals, permits, and/or authorizations, whether private or governmental, in connection with the Work.

3.

3.1 To the extent that the costs and expenses of the Work incurred by Utility Company arise from or are attributable to the relocation of the Utilities on or to the BNSF ROW, the costs and expenses of such Work shall be borne solely by the Utility Company, and BNSF shall have no responsibility or obligation to fund or reimburse the Utility Company for the costs and expenses associated with such Work or anything pertaining thereto.

3.2 To the extent that the costs and expenses of the Work incurred by Utility Company arise from or are attributable to the relocation of the Utilities on or to the Third Party ROW, subject to the terms and conditions set forth in this Agreement, BNSF hereby agrees to reimburse the Utility Company to cover its actual costs and expenses associated with the Work, at the City of Grand Island's Retail rate, including labor and material, but not including overhead and betterments, in accordance with the BNSF Utility Accommodation Specifications policy and requirements, provided, however, that the amount BNSF agrees to reimburse the Utility Company shall not exceed Two Thousand Two Hundred Dollars and 00/100 (\$2,200.00) (the "**Reimbursement Cap**").

4. Upon timely completion of the Work and in accordance with the approved Plans, the Utility Company shall submit to BNSF all invoices that evidence that the costs and expenses have been paid for in full by the Utility Company. The invoices shall also reflect that the costs and expenses incurred by the Utility Company were in accordance with the approved Plans and that the costs and expenses incurred by the Utility Company include only actual costs and do not include overhead or Betterments. For purposes of this Agreement, a "Betterment" means any upgrading of the Utilities that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Utility Company, including, but not limited to, an increase in the capacity, capability, efficiency or function of the Utilities over that provided by the existing Utilities or an expansion of the existing Utilities. Any invoices reflecting such

overhead or Betterments will be denied reimbursement by BNSF. All such costs and expenses as well as all other costs and expenses that exceed the Reimbursement Cap will be borne solely by the Utility Company.

5. As a condition of reimbursement by BNSF for the costs and expenses of the Work in accordance with the requirements for such reimbursement contained in this Agreement, the Utility Company must (i) commence the Work by the Commencement Date, and (ii) complete the Work by the Completion Date. The Completion Date may be extended for delays caused by events outside the Utility Company's control, including an event of force majeure, which shall include a strike, war or act of war (whether or not an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood, or other act of God, sabotage, or other similar events, interference by BNSF or any other third party with the Utility Company's ability to proceed with such relocation, or any other event in which the Utility Company has exercised all due care in the prevention thereof so that the causes or other events are beyond the control, and without the fault or negligence, of the Utility Company. The Utility Company acknowledges and agrees that it will conduct the Work associated with the relocation contemplated under this Agreement at its own risk, and that BNSF makes no warranties or representations regarding the existence or location of the Utilities or any other utilities currently within its right-of-way in the Project.

6. Utility Company shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the performance of the Work.

7. Prior to commencing the Work, Utility Company shall and shall cause its contractor to (i) comply with all BNSF's applicable safety rules and regulations, and (ii) complete the safety-orientation program at the BNSF's Internet Web site "<http://contractororientation.com>". This program must be completed no more than one year in advance of Utility Company's performance of the Work.

8. Utility Company shall notify BNSF's Roadmaster, Don Marget at 14th & Grant Avenue, York, NE 68467, telephone (402) 362-5501, at least five (5) business days prior to performing the Work. After completion of use of the Work, Utility Company shall notify BNSF in writing that such use has been completed.

9. Utility Company shall bear the cost of flagger services and other safety measures provided by BNSF in connection with the Work, when deemed necessary by BNSF's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this paragraph.

10. In performing the Work, Utility Company shall use only public roadways to cross from one side of BNSF's tracks to the other.

11. Under no conditions shall Utility Company be permitted to conduct any tests, investigations, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools, or other materials, within fifty (50) feet of the centerline of any BNSF track unless Utility Company has obtained prior written approval from BNSF. Utility Company shall, at its sole cost and expense, perform all the Work in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed, or property of BNSF, or the safe operation and activities of BNSF. If ordered to cease performance of the Work at any time by BNSF's personnel due to any hazardous condition, Utility Company shall immediately do so. Notwithstanding the foregoing right of BNSF, the parties agree that BNSF has no duty or obligation to monitor Utility Company's performance of the Work to determine the safe nature thereof, it being solely Utility Company's responsibility to ensure that Utility Company's performance of the Work is safe. Neither the exercise nor the failure by BNSF to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

12. Upon completion of Work or upon termination of this Agreement, whichever shall occur first, Utility Company shall, at its sole cost and expense:

- (a) remove all of its equipment from BNSF property;
- (b) report and restore any damage arising from, growing out of, or connected with the Work;
- (c) remedy any unsafe conditions created or aggravated by the Work; and
- (d) leave all BNSF property in the condition which existed as of the Effective Date of this Agreement.

13. BNSF and the Utility Company shall each pay their respective attorneys' fees.

14. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one agreement, but in making proof hereof it shall only be necessary to produce one such counterpart.

15. This Agreement (a) shall be binding upon and inure to the benefit of BNSF and Utility Company and their respective legal representatives, successors and assigns; (b) may be modified or amended only by a writing signed by each party hereto; and (c) shall be governed by and construed in accordance with the laws of the State of Nebraska. Notwithstanding anything herein to the contrary, the Utility Company may not assign its rights and obligations under this Agreement without the prior written consent of BNSF. BNSF may assign its rights or obligations under this Agreement without the Utility Company's consent, but with notice to the Utility Company.

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date below each party's signature; to be effective, however, as of the Effective Date.

CITY OF GRAND ISLAND

By: _____
Printed Name: _____
Title: _____
Date: _____

BNSF RAILWAY COMPANY

By: Luddy Aras
Printed Name: Luddy Aras
Title: Manager - Acquisition & Development
Date: 9/14/2011

EXHIBIT A

The Plans

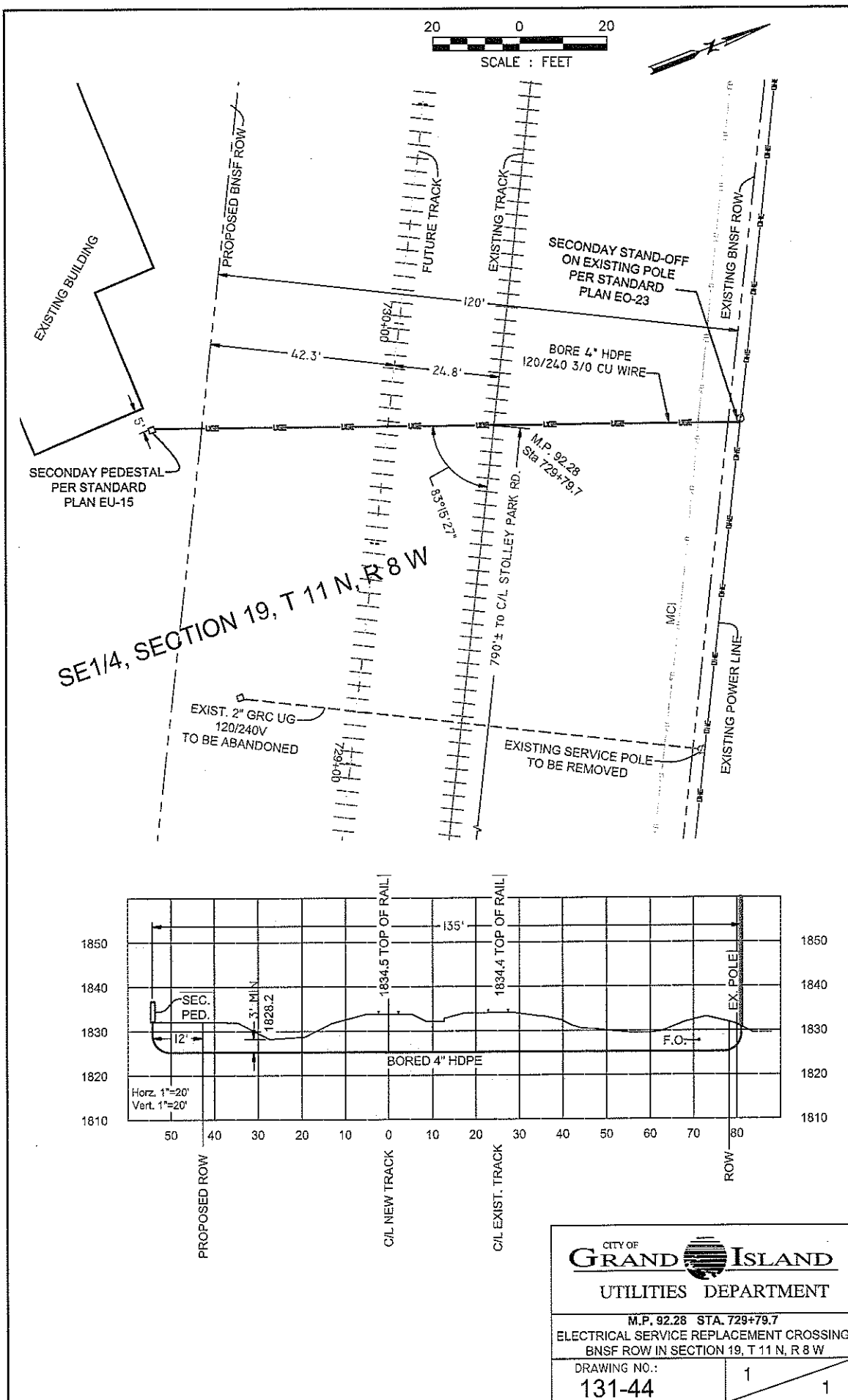


EXHIBIT B

BNSF ROW

EXHIBIT B

Stolley Park Road

MARK 92

949+50

949+50

939+60

938+23

937+15 (scaled)

937+15

930+272

929+35.7

931+89 Rail Rest

931+95

930+272

929+35.7

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~~SECRET~~

EXHIBIT C

Third Party ROW

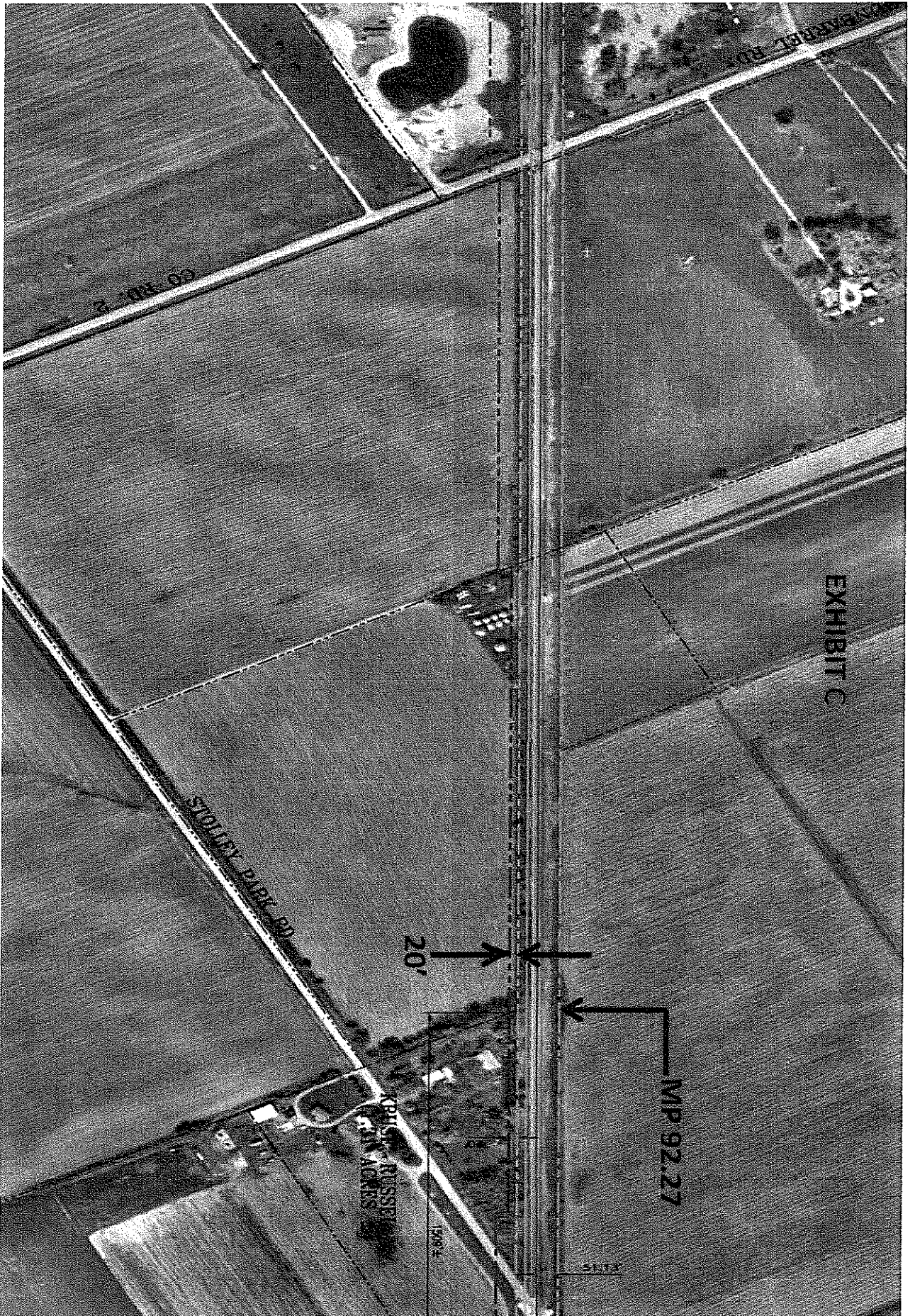


EXHIBIT D

The Permit

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

OPERATING  DEPARTMENT

W. S. JOHNSTON
SUPERINTENDENT

LINCOLN, NEBRASKA 68508

January 17, 1969

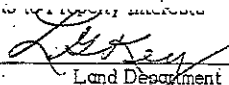
117-A cc L-1314

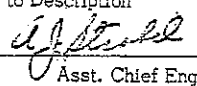
City Clerk,
City of Grand Island,
Grand Island, Nebraska.

Dear sir:

Please find enclosed herewith, for your files, the duplicate
original executed copy of agreement dated December 2, 1968,
the City
with ~~your company~~, covering construction of power cable undercrossing
Mile Post 92.27, 0.45 miles west of Power (4.05 miles east of
Grand Island.

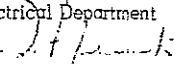
Yours truly,


Land Department
General Manager - Real Estate
As to Description


Asst. Chief Engineer

As to Communications Department

Communications Department

As to Electrical Department

Electrical Engineer

Department

Should Licensee fail or neglect to make such changes, Railroad may, at its election, either make such changes and repairs at the expense of Licensee, or terminate this agreement, and immediately and without notice remove from its property, at the expense of Licensee, said pipe or conduit, wires and appurtenances or poles of Licensee.

5. The wires in the conduit covered by this agreement shall be used exclusively for power transmission at potentials not exceeding 120/240 volts and no material change shall be made in the voltage or number of wires without the written consent of Railroad.

6. The depositing of a notice by Railroad in any mail box of the United States, addressed to Licensee at address shown above, shall constitute a service of said notice upon said Licensee.

7. The permission hereby granted shall not be assigned by Licensee without the written consent of Railroad, and, unless otherwise terminated as hereinbefore provided, shall continue for a period of one (1) year from the date hereof, and thereafter until terminated by either party hereto giving to the other party not less than thirty (30) days' notice in writing of its desire to terminate the same. Licensee hereby accepts the permission above granted, subject to the strict and punctual performance of all of said terms and conditions by it on its part, and further agrees that, upon the termination of this permission, it will remove all of the said property from the property of Railroad and surrender up the quiet and peaceable possession to said Railroad of all its property affected by the terms of this agreement.

8. Licensee shall at all times protect, indemnify and save harmless Railroad from and against all liability, claims, demands, judgments, loss, damages, costs and expenses, including court costs and attorneys' fees, arising from damage to, loss, or destruction of the property of any person or persons whomsoever, or from injury to or death of any person or persons whomsoever, including the parties hereto and any employees of either or both parties hereto, when same is due to or in any manner results from or grows out of the installation, construction, reconstruction, relocation, existence, modification, adjustment, change, maintenance, repair, renewal, use, operation or removal of the said poles, fixtures, pipe, conduit, wires or appurtenances, or out of the subsidence of the soil over said pipe or conduit, and whether caused or contributed to by the negligence of Railroad, or otherwise.

The word "Licensee" wherever used herein shall be held to include such persons, co-partnerships or corporations as are mentioned in the title hereof as Licensee.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the date first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By J. E. Hamer
General Manager

CITY OF GRAND ISLAND

Licensee

By John Diller
Title Pres. of Council and Ex officio Mayor

APPROVED:

As to Form

[Signature]
Law Department

As to Property Interests

[Signature]
Land Department
General Manager - Real Estate

As to Description

[Signature]
Asst. Chief Engineer

As to Communications Department

[Signature]
Communications Department

As to Electrical Department

[Signature]
Electrical Engineer

As to Signal Department

[Signature]

...Railroad's said property; but if at any time Railroad shall consider that the manner of constructing, maintaining, repairing, renewing, using or operating said pipe or conduit, wires and appurtenances, or poles, adopted by said Licensee, is not due and proper, then said Licensee will at once at its own expense, upon notice from Railroad, make such changes and repairs as Railroad may require.

RESOLUTION

RESOLVED, by the City Council of the City of Grand Island, Nebraska,

THAT, the Mayor be and is hereby authorized and directed to enter into agreement with the Chicago, Burlington & Quincy Railroad Company covering the City's construction of its 120/240 volt 3-wire power line undercrossing of Burlington tracks and right of way at Mile Post 92.27, 0.45 mile west of Power (4.05 miles east of Grand Island), Merrick County, Nebraska.

Bob Albee
Oscar Bredthauer
Wm. Burke
Virgil Eihusen
Barney McGahan
Mrs. A. W. Eaton
John Ditter

ATTEST:

J. H. Minnis
City Clerk

The above is a copy of the records showing that the resolution referred to was passed by the City Council on the 16 day of Dec., 1968.

J. H. Minnis
City Clerk

Construction details shall comply with all requirements of public authority and the current National Electrical Safety Code.

City of Grand Island, Nebraska, Utilities Dept., P. O. BOX 1968.

(Name and Address of Municipality or Public Service Company)

Grand Island, Nebr.

By Bob G. Ranard

Title Engineering Division

Date Dec. 3, 1968

Location of Proposed Wire Line

Exhibit #1122-47

Mile Post 92.27
0.45 mile west of
POWER

Merrick County, Nebraska
Scale: 1" = 400'

Office of Assistant Chief Engineer
Lincoln, Nebr.

Dec. 2, 1968

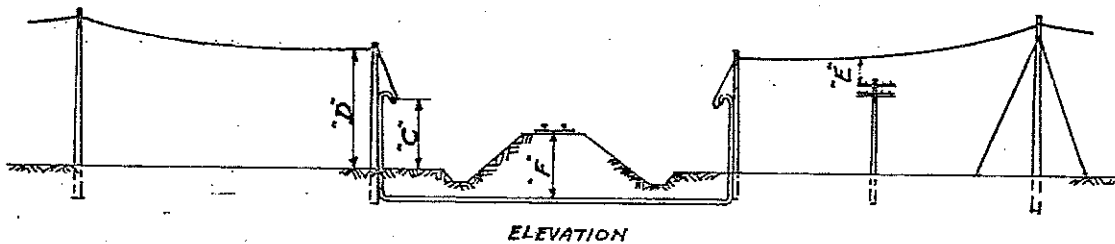
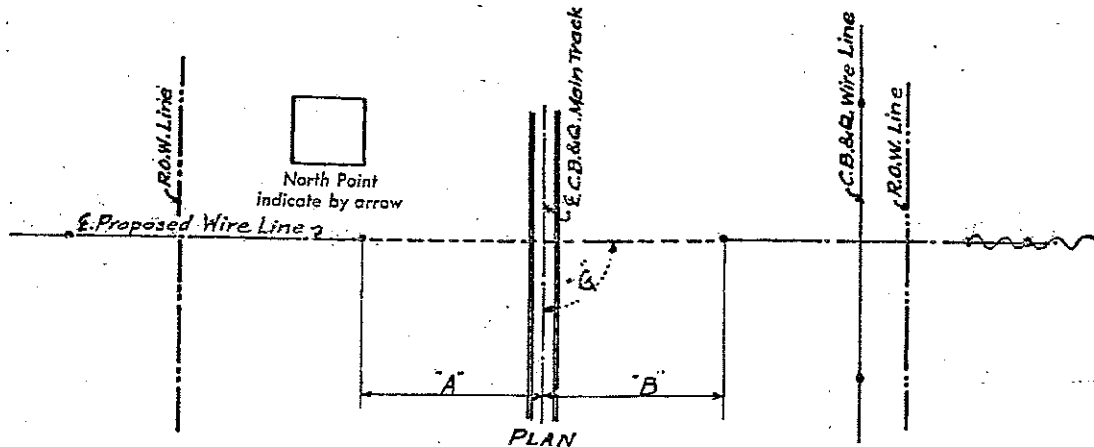
1122-47

A. Stobbe
Assistant Chief Engineer

Burlington Lines WIRE LINE UNDER CROSSING

Station _____, M. P. _____, Miles _____ of _____
(Leave Blank)

Sec. 19 T 11 R 8



A _____ Feet (Not less than 25 feet)
B _____ Feet (Not less than 25 feet)
C 20' Feet (Not less than 12 feet)
D 27' Feet (Preferably 20 feet or over)
E _____ Feet (Not less than 4 feet)
F 4' Feet (Not less than 3 feet 6 inches)
G _____ Degrees

WIRES:
Number 3
Gauge 2
Material Copper
Voltage (If Power Lines) 120/240 Volts
CONDUIT:
Size 2"
Material Steel (Rigid)

Pole carrying power lines over C. B. & Q. wires to be guyed as indicated above.

NOTE:—Telephone Line may cross under C. B. & Q. wires, but with a clearance of not less than 4 feet to the nearest wire.
Construction details shall comply with all requirements of public authority and the current National Electrical Safety Code.

City of Grand Island, Nebraska, Utilities Dept., P. O. BOX 1968.

(Name and Address of Municipality or Public Service Company) Grand Island, Nebr.

By Bob G. Ranard Title Engineering Division Date Dec. 3, 1968

Location of Proposed Wire Line Exhibit #1122-47

mile post 92.27
0.45 mile west of
POWER

Merrick County, Nebraska
Scale: 1" = 400'

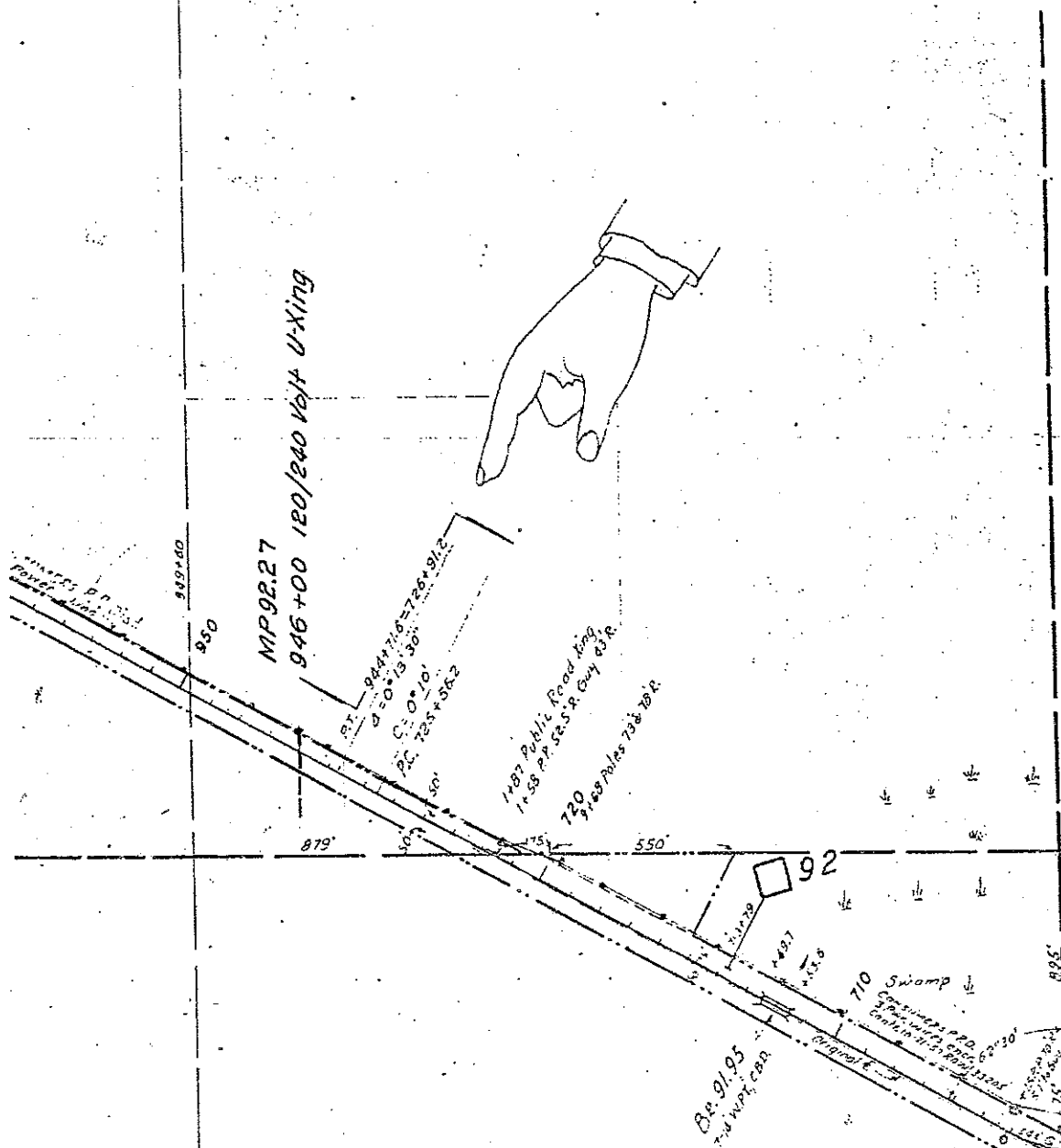
Office of Assistant Chief Engineer
Lincoln, Nebr. Dec. 2, 1968

1122-47

Assistant Chief Engineer

19
MIN. R8W

To Accompany Contract:
Dated:



C.B. & Q. R.R. Co.
Lincoln Division

120/240 volt power line undercrossing
of track and right of way

CITY OF GRAND ISLAND

Mile Post 92.27

0.45 mile west of

POWER

Merrick County, Nebraska

Scale: 1" = 400'

Office of Assistant Chief Engineer
Lincoln, Nebr. Dec. 2, 1968

1122-47

al. Storkel
Assistant Chief Engineer

SUPPLEMENTAL AGREEMENT

This **SUPPLEMENTAL AGREEMENT**, made this 9th day of September, 2011, subject to the terms and conditions set forth in the original agreement, between **BNSF RAILWAY COMPANY**, a Delaware corporation, its successors and assigns, (hereinafter called "Licensor") and the **CITY OF GRAND ISLAND** (hereinafter called "Licensee").

RECITALS:

Licensor and Licensee are now parties to an agreement dated December 2, 1968, Licensor's Contract No. 1122-47, together with any and all modifications, supplements and amendments thereto (hereinafter called "Original Contract"), relating to an underground power line.

AGREEMENT:

It is mutually agreed that the following modification(s) will be made to the Original Contract:

1. The Original Contract shall be modified as follows:

PREMISES. That property at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 92.27, shown by bold line upon the print No. 1-52717, dated September 6, 2011 marked "Exhibit A", attached hereto and made a part hereof ("Premises").

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000 but in no event less than the amount otherwise carried by the Licensee. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
 - ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to **Licensor**.

MP 92.27

- ◆ Additional insured endorsement in favor of and acceptable to *Licensor and Jones, Lang, LaSalle Global Services RR, Inc.*
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by *Licensor*.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to *Licensor* employees.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired
- ◆ Waiver of subrogation in favor of and acceptable to *Licensor*.
- ◆ Additional insured endorsement in favor or and acceptable to *Licensor*.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by *Licensor*.

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- ◆ Waiver of subrogation in favor of and acceptable to *Licensor*.

D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Electric Supply Line. **THE CONSTRUCTION OF THE ELECTRIC SUPPLY LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Electric Supply Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)

- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$400.00.

- ☐ I **elect** to participate in Licensor's Blanket Policy;
- ☐ I **elect not** to participate in Licensor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody or control.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Licensor, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The insurance is procured from an underwriter of BNSF and the price is subject to change if the cost from the underwriter changes. Licensor will cover the RPLI cost for this relocation project under AFE# A110658.

3. (a) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL [AND SHALL CAUSE ITS CONTRACTOR TO] RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

(iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR

(v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) **FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL [AND SHALL CAUSE ITS CONTRACTOR TO] NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE ELECTRIC SUPPLY LINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, [AND SHALL CAUSE ITS CONTRACTOR TO] REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees,

investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

4. ALL PERSONAL PROPERTY OF LICENSEE, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Except as herein modified, the Original Contract shall continue in full force and effect.

Staubach Global Services, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this Supplemental Agreement has been duly executed in duplicate by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Jones Lang LaSalle Global Services RR, Inc., its
Attorney in Fact
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800

By: _____

Ed Darter
Vice President – National Accounts

CITY OF GRAND ISLAND

By: _____

Title: _____

EXHIBIT "A"

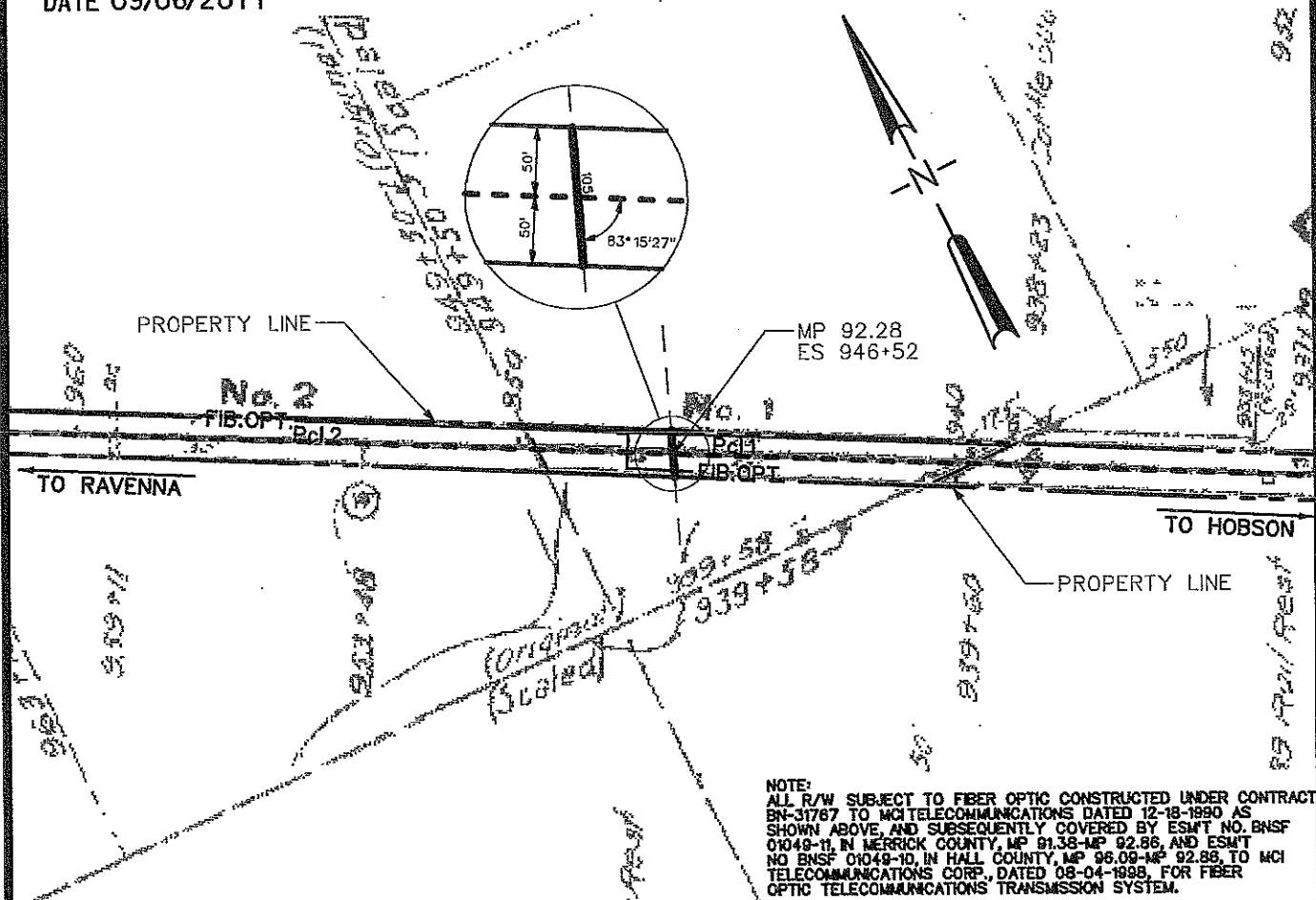
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF GRAND ISLAND, NE

SCALE: 1 IN. = 400 FT.
NEBRASKA DIV.
RAVENNA SUBDIV. L.S. 0004
DATE 09/06/2011

SECTION: 19
TOWNSHIP: 11N
RANGE: 08W
MERIDIAN: 6PM



MAP REF. R71482



NOTE:
1 CONDUIT OCCUPIED

DESCRIPTION OF WIRES UNDER TRACK
WIRES LOCATED AS SHOWN BOLD

TYPE	<u>ELECTRIC</u>
NUMBER OF CONDUITS	<u>1</u>
VOLTAGE	<u>0.120KV/0.240KV</u>

SIZE OF CONDUIT	<u>4"x105'</u>
CONDUIT MATERIAL	<u>STEEL</u>
WALL THICKNESS	<u>0.188"</u>
LENGTH ON R/W	<u>105'</u>
BASE OF RAIL TO TOP OF CONDUIT	<u>5.5' MIN.</u>

NOTE: CASING TO BE JACKED OR DRY BORED ONLY
AT GRAND ISLAND
COUNTY OF HALL

STATE OF NE

JWD

RESOLUTION 2011-267

WHEREAS, Burlington Northern Santa Fe Railroad (BNSF) is in the process of obtaining land for construction of a second track through Grand Island; and

WHEREAS, as a part of the process, BNSF is requiring all utilities that are currently either in their property, or cross their property to move or be removed; and

WHEREAS, there are four relocations that are required; one at the East Stolley Park crossing, one at Mile Post 92.3, one at Mile Post 92.56 and one at the Shady Bend Crossing; and

WHEREAS, the agreement for the Stolley Park Crossing is for BNSF to pay the non-betterment costs of moving the electric overhead lines, approximately 20% of Mile Post 92.3, approximately 20% of Mile Post 92.56, and at the crossing at Shady Bend, to pay approximately one third of the cost of the relocation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Relocation Agreements between the City of Grand Island and Burlington Northern Santa Fe Railroad at Stolley Park Road, Milepost 92.3, Milepost 92.56, and Shady Bend Road, are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G15

#2011-268 - Approving Agreement for Funding with the Crisis Center, Inc

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: September 27, 2011

Subject: Approving Funding Contracts for Outside Agencies

Item #'s: G-15 thru G-22

Presenter(s): Mary Lou Brown, City Administrator

Background

As part of the City's budget process, Outside Agencies were asked to and submitted their budget requests. During the June 23, 2009 City Council meeting, Council agreed to a proposal suggested in 2008 that funding for charitable organizations be reduced to zero over a five year period from the 2009 funding level.

The Clean Community System does not fall under the reduced funding proposal. The City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act. The City has been providing funds to the Clean Community System since 1987.

Discussion

Resolutions #2011-268 through #2011-275 are agreements with these agencies to provide their services. No agreement is needed with the Central District Health Department, as there is a current inter-local agreement in place which details their services.

Alternatives

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

1. Move to approve the contracts with the Outside Agencies
2. Postpone the issue to a future date
3. Modify the Resolution to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the Outside Agency agreements.

Sample Motion

Move to approve the Funding Agreements for the Outside Agencies.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **CRISIS CENTER, INC.**, a non-profit agency.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to preserve order and secure persons or property from violence, danger and destruction; and

WHEREAS, the Crisis Center provides a 24-hour per day service for victims of family violence and sexual assault; and

WHEREAS, the City desires to contract with the Crisis Center to perform certain services associated with victims of family violence and sexual assault.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the Crisis Center agree as follows:

1. **RESPONSIBILITIES.** The Crisis Center agrees to perform the following services pursuant to this agreement:

(A) Provide a safe shelter for victims and victims' family members who are in danger or when there is a threat of danger.

(B) Provide emergency and support transportation to enable victims and victims' family members to access law enforcement agencies, medical treatment, necessary support agencies, court hearings, and/or a safer environment.

(C) Provide medical attention, if needed, and obtain prescriptions (if not covered by client's insurance or through Medicaid).

(D) Assist in filing protection orders.

(E) Provide clothing/food to persons forced to leave their home without time to pack belongings.

(F) Provide child care while the victim are seeking housing, jobs, and keeping appointments with human service agencies.

(G) Assist victims in developing plans to address goals, feelings, roadblocks and services in the community.

(H) Provide support to victims during criminal and civil court proceedings.

(I) Provide support groups to address domestic violence, sexual assault, and teen dating violence issues.

(J) Conduct presentations on date rape, dating violence, domestic violence, elder abuse, rape, acquaintance rape, incest, child abuse, and suicide issues and concerns to school groups, civic organizations and governmental agencies.

2. COMPENSATION. In consideration of the Crisis Center performing the services provided for in this agreement, the City agrees to pay the Crisis Center Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00). Such amount shall be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.

4. LIMITATION. The Crisis Center hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in the 2010-2011 budget presentation and approved by City Council in the 2011-2012 fiscal year City budget.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and the Crisis Center notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

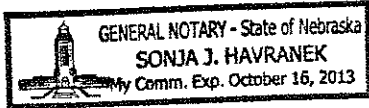
THE CRISIS CENTER, INC.,
A Non-Profit Agency,

By: Shellie Pointer
Shellie Pointer, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On July 25, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shellie Pointer, Executive Director of the Crisis Center, Inc., a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Sonja J. Havranek
Notary Public

RESOLUTION 2011-268

WHEREAS, the City is authorized by state law to contract with The Crisis Center, Inc., a non-profit agency, to provide services to victims of family violence and sexual assault; and

WHEREAS, the City desires to enter into a contract with The Crisis Center to provide such services to victims of family violence and sexual assault; and

WHEREAS, the City shall provide funding to The Crisis Center in the amount of \$4,800 during fiscal year 2011-2012 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Crisis Center, Inc. to provide services to victims of family violence and sexual assault.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G16

#2011-269 - Approving Agreement for Funding with the Grand Island Area Council for International Visitors

This item relates to Consent item G-15.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this 22 day of June, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND AREA COUNCIL FOR INTERNATIONAL VISITORS**, a non-profit agency, hereinafter referred to as "CIV".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CIV designs and implements professional programs and provides cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars; and

WHEREAS, the City desires to contract with CIV to coordinate visits from international guests in promoting the various aspects of the community.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CIV agree as follows:

1. **Responsibilities.** CIV shall maintain a group of trained persons available to coordinate arrangements with international guests to promote the Grand Island community. The City will provide administrative assistance in compiling press releases, providing agendas and fax services.

2. **Compensation.** In consideration of CIV performing the services provided for in this agreement, the City agrees to pay CIV Four Hundred and No/100 Dollars (\$400.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.

4. **Limitation.** CIV hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein and approved by City Council in the City's 2011-2012 fiscal year budget.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CIV notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

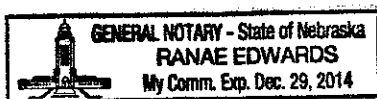
GRAND ISLAND AREA COUNCIL FOR
INTERNATIONAL VISITORS, a Nebraska
non-profit agency,

By: Barbara S. Becker
Barbara S. Becker, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On June 22, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara S. Becker, President of the Grand Island Area Council for International Visitors, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Ranae Edwards
Notary Public

RESOLUTION 2011-269

WHEREAS, the City is authorized by state law to contract with the Grand Island Area Council For International Visitors, a non-profit agency, to provide cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community; and

WHEREAS, the City desires to enter into a contract with the Grand Island Area Council for International Visitors to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Area Council for International Visitors in the amount of \$400 during fiscal year 2011-2012 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Area Council for International Visitors to provide funding in the amount of \$400 in support of cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G17

**#2011-270 - Approving Agreement for Funding with the
Convention & Visitors Bureau**

This item relates to Consent item G-15.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of July, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND HALL COUNTY CONVENTION & VISITORS BUREAU**, a non-profit agency, hereinafter referred to as "CVB".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CVB promotes and markets convention business and tourism to the Grand Island/Hall County area; and

WHEREAS, the City desires to contract with CVB to continue coordination efforts to attract and pursue such convention business and tourists to this area.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CVB agree as follows:

1. **Responsibilities.** CVB shall market and promote the City of Grand Island for the purpose of attracting convention business and tourists to the Grand Island community.
2. **Compensation.** In consideration of CVB performing the services provided for in this agreement, the City agrees to pay CVB Four Thousand and No/100 Dollars (\$4,000.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.
4. **Limitation.** CVB hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for 2010-2011 fiscal year.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CVB notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

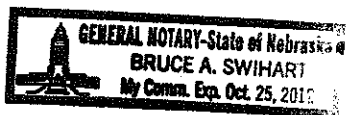
GRAND ISLAND HALL COUNTY
CONVENTION AND VISITORS
BUREAU, a Nebraska non-profit agency,

By: Renee A. Seifert
Renee A. Seifert, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On 7-21-, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Renee A. Seifert, Executive Director of the Grand Island Hall County Convention and Visitors Bureau, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Bruce A. Swihart
Notary Public

RESOLUTION 2011-270

WHEREAS, the City is authorized by state law to contract with the Grand Island Hall County Convention and Visitors Bureau, a non-profit agency, to market and promote tourism and convention activities in the area; and

WHEREAS, the City desires to enter into a contract with the Grand Island Hall County Convention and Visitors Bureau to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Hall County Convention and Visitors Bureau in the amount of \$4,000 during the fiscal year 2011-2012 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Hall County Convention and Visitors Bureau to provide funding in the amount of \$4,000 in support of tourism and convention activities in the Grand Island area.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G18

**#2011-271 - Approving Agreement for Funding with Izaak Walton
Kids Fishing Derby**

This item relates to Consent item G-15.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **"IZAACK WALTON KIDS FISHING DERBY"**, hereinafter referred to as the Fishing Derby.

WHEREAS, the City desires to contract with the Fishing Derby to increase public awareness of fishing, to encourage youth to experience the sport first hand and to advocate an alternative activity to drugs and alcohol.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Fishing Derby agrees to perform the services as set forth in the City budget approved on September 14, 2010.

COMPENSATION. In consideration of the Fishing Derby performing the services provided for in this agreement, the City agrees to pay the Fishing Derby Eight Hundred and No/100 Dollars (800.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.

LIMITATION. The Fishing Derby hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and the Fishing Derby notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

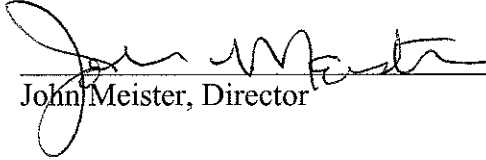
CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

"IZAAK WALTON KIDS
FISHING DERBY"

By:


John Meister, Director

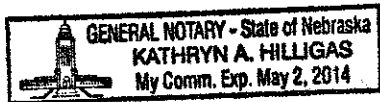
STATE OF NEBRASKA)

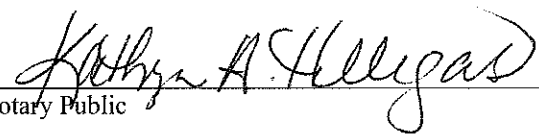
) ss

COUNTY OF HALL)

On July 21, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Meister, Director of "Izaak Walton Kids Fishing Derby", known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.




Notary Public

RESOLUTION 2011-171

WHEREAS, in June, 2011, the fourteenth annual "Izaak Walton Kids Fishing Derby" was held at the Nebraska Veterans Home Lake in Grand Island; and

WHEREAS, the goal of this event is to increase public awareness of fishing, to encourage youth to experience the sport first hand and to advocate an alternative activity to drugs and alcohol; and

WHEREAS, the City agrees to pay the Fishing Derby \$800 for performing agreed upon services during the 2011-2012 fiscal year as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Fishing Derby to perform services to increase public awareness of fishing, to encourage youth to experience the sport first hand and to advocate an alternative activity to drugs and alcohol.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G19

#2011-272 - Approving Agreement for Funding with Hope Harbor

This item relates to Consent item G-15.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of June, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **HOPE HARBOR**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, Hope Harbor provides a variety of services to needy, homeless and near homeless families located in Grand Island; and

WHEREAS, the City desires to contract with Hope Harbor to assist in the costs of providing a transitional shelter for the needy, homeless and near homeless families of this community, and for providing emergency services to such individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and Hope Harbor agree as follows:

1. **Responsibilities.** Hope Harbor agrees to provide and maintain a transitional shelter for the needy, homeless and near homeless families of the Grand Island community, and shall continue to provide emergency services and referrals to the needy and other service providers.

2. **Compensation.** In consideration of Hope Harbor performing the services provided for in this agreement, the City agrees to pay Hope Harbor One Thousand Eight Hundred and No/100 Dollars (\$1,800.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.

4. **Limitation.** Hope Harbor hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2011-2012 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and Hope Harbor notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

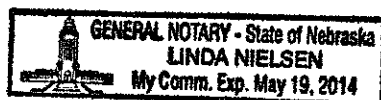
HOPE HARBOR,
A Nebraska non-profit corporation,

By: Melissa J. DeLaet
Melissa J. DeLaet, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On June 27, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Melissa J. DeLaet, Executive Director of Hope Harbor, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Linda Nielsen
Notary Public

RESOLUTION 2011-272

WHEREAS, the City is authorized by state law to contract with Hope Harbor, formerly known as Community Humanitarian Resource Center, a non-profit agency, to assist in the operation of a transitional homeless shelter, emergency services and referrals to the needy and other service providers in the Grand Island area; and

WHEREAS, the City desires to enter into a contract with Hope Harbor to provide such services; and

WHEREAS, the City shall provide funding to Hope Harbor in the amount of \$1,800 during fiscal year 2011-2012 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Hope Harbor to assist in the operation of the transitional homeless shelter in Grand Island and to offer emergency services and referrals to the needy and other service providers in the Grand Island area.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G20

#2011-273 - Approving Agreement for Funding with the Grand Island Multicultural Coalition

This item relates to Consent item G-15.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **THE MULTICULTURAL COALITION**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, The Multicultural Coalition was formed to respond to the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CHRC agree as follows:

1. **Responsibilities.** The Multicultural Coalition agrees to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

2. **Compensation.** In consideration of The Multicultural Coalition performing the services provided for in this agreement, the City agrees to pay The Multicultural Coalition Four Thousand and No/100 Dollars (\$4,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.

4. **Limitation.** The Multicultural Coalition hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2011-2012 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and The Multicultural Coalition notwithstanding any other oral agreements or

understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

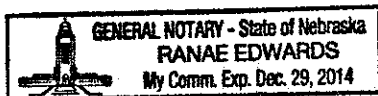
THE MULTICULTURAL COALITION,
a Nebraska non-profit corporation,

By: Carlos Barcenos
Carlos Barcenos, Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On July 17, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carlos Barcenos, Director of The Multicultural Coalition, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Ranae Edwards
Notary Public

RESOLUTION 2011-273

WHEREAS, the City is authorized by state law to contract with The Multicultural Coalition, a non-profit agency, to provide for the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to enter into a contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services and stretches limited financial resources of service providers; and

WHEREAS, the City shall provide funding to The Multicultural Coalition in the amount of \$4,000 during fiscal year 2011-2012 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Multicultural Coalition to provide services to the increasingly culturally diverse City of Grand Island.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G21

#2011-274 - Approving Agreement for Funding with Senior Citizens Industries, Inc.

This item relates to Consent item G-15.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of September, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **SENIOR CITIZENS INDUSTRIES, INC.**, a Nebraska non-profit corporation, hereinafter referred to as "SCI".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, SCI provides a variety of services to elderly and handicapped individuals; and

WHEREAS, the City desires to contract with SCI to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and SCI agree as follows:

1. **Responsibilities.** SCI agrees to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

2. **Compensation.** In consideration of SCI performing the services provided for in this agreement, the City agrees to pay SCI Six Thousand and No/100 Dollars (\$6,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.

4. **Limitation.** SCI hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2011-2012 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and SCI notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

SENIOR CITIZENS INDUSTRIES, INC.,
a Nebraska non-profit corporation,

By: Theresa Engelhardt
Theresa Engelhardt, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On September 12, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Theresa Engelhardt, Executive Director of the Senior Citizens Industries, Inc., a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



RaNaE Edwards
Notary Public

RESOLUTION 2011-274

WHEREAS, the City is authorized by state law to contract with Senior Citizens Industries, Inc., a Nebraska non-profit corporation, to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals; and

WHEREAS, the City desires to enter into a contract with Senior Citizens Industries, Inc. to provide such services; and

WHEREAS, the City shall provide funding to Senior Citizens Industries in the amount of \$6,000 during fiscal year 2011-2012 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Senior Citizen Industries, Inc. to provide the equipment, buildings, utilities and goods including food to provide services to elderly and physically challenged individuals.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G22

#2011-275 - Approving Agreement for Funding with Clean Community System

This item relates to Consent item G-15.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2011-2012 fiscal year's budget adopted by City Council on September ____, 2011 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts three to four times per year on environmental issues.

(B) Develop and print 20,500 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty Thousand and No/100 Dollars (\$20,000.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA - CLEAN
COMMUNITY SYSTEM

By:   _____
Betty Curtis, Executive Coordinator

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On September 6, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Betty Curtis, Executive Coordinator for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Ranae Edwards
Notary Public

RESOLUTION 2011-275

WHEREAS, the City is authorized to establish and provide for the support of any service, facility or system required by the Integrated Solid Waste Management Act; and

WHEREAS, the City desires to contract with Grand Island Area – Clean Community System to perform certain services associated with environmental education which are required by the Integrated Solid Waste Management Act; and

WHEREAS, the City agrees to pay Grand Island Area – Clean Community System \$20,000 for performing agreed upon services during the 2011-2012 fiscal year as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Grand Island Area – Clean Community System to perform services associated with environmental education.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G23

**#2011-276 - Approving Concrete Ditch Liner and Headwall East of
Harrison Street**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 27, 2011

Subject: Approving Concrete Ditch Liner and Headwall East of Harrison Street

Item #'s: G-23

Presenter(s): John Collins, Public Works Director

Background

On August 31, 2011, the Engineering Division of the Public Works Department solicited bids for the concrete ditch lining and headwall installation east of Harrison Street, by sending the solicitation to eight (8) potential bidders.

The Diamond Engineering Company of Grand Island, Nebraska is the only company that responded to the solicitation, submitting a responsible bid of \$23,261.00. Any expenditure over \$20,000 requires City Council approval.

Discussion

This project will help on long term maintenance, preserve flow capacity, appearance, and safety of the overflow structure between Cottonwood and Such's Lake. It is very important to be able to maintain this overflow area to insure the flow capacity between the lakes. The improvement of the appearance will help in this very visible and high traffic area.

The work consists of removing ends of existing corrugate metal pipe (C.M.P.), constructing a concrete ditch liner and headwall. The work is located east of Harrison Street, south of 1207 South Harrison Street. The work is scheduled to be completed before November 1, 2011.

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 Concrete Ditch Liner and Headwall installation east of Harrison Street in the amount of \$23,261.00 to The Diamond Engineering Company.

Sample Motion

Move to approve the resolution.

RESOLUTION 2011-276

WHEREAS, the City of Grand Island solicited information bids for the installation of a concrete ditch liner and headwall east of Harrison Street, south of 1207 South Harrison Street according to plans and specifications on file with the Public Works Department; and

WHEREAS, on September 13, 2011, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the solicitation of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$23,261.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$23,261.00 for installation of a concrete ditch liner and headwall east of Harrison Street, south of 1207 South Harrison Street is hereby approved as a responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, and September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G24

**#2011-277 - Approving Continuation of Sanitary Sewer District
No. 528, Wildwood Subdivision**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 27, 2011

Subject: Approving Continuation of Sanitary Sewer District No. 528, Wildwood Subdivision

Item #'s: G-24

Presenter(s): John Collins, Public Works Director

Background

Sanitary Sewer District 529 was created by the City Council on July 12, 2011. Legal notice of the creation of the District was published in the *Grand Island Independent* on July 18, 2011.

Discussion

The district completed the 30-day protest period at 5:00 p.m., Friday, August 19, 2011. There were protests filed against this District by 4 abutting property owners. These owners represented 1479.74 front feet, or 31.10% of the total District frontage of 4,758.15 feet.

Alternatives

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

1. Approve the continuation of Sanitary Sewer District 528.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the continuation of Sanitary Sewer District 528.

Sample Motion

Move to approve the continuation of Sanitary Sewer District 528.

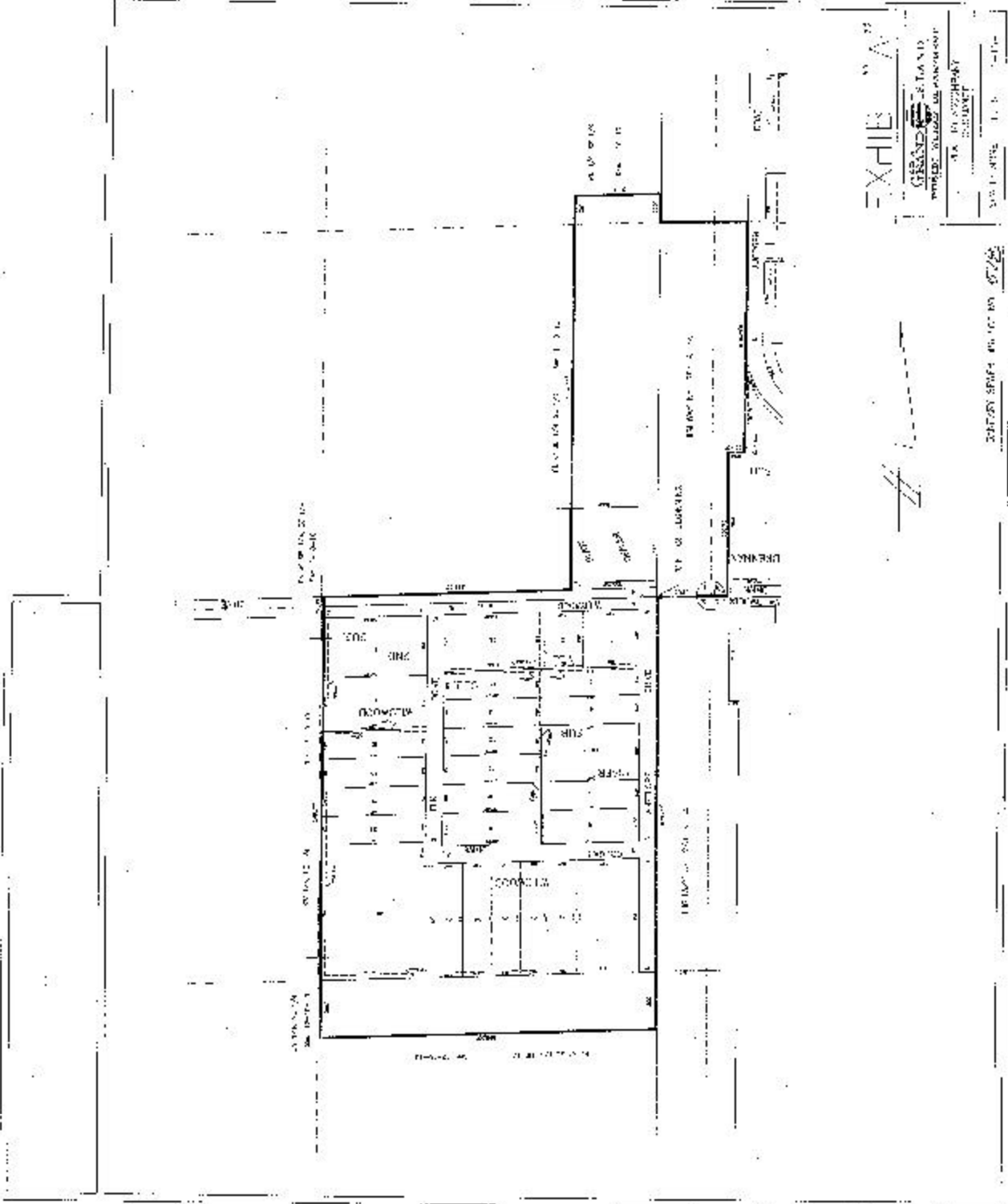


EXHIBIT A

GRAND STATION	
WORKING DRAWING	
DATE	11/11/2011
BY	ARCHITECT
NO.	1-101

2011 11/11/2011 11/11/2011

RESOLUTION 2011-277

WHEREAS, Sanitary Sewer District No. 528, Wildwood Subdivision, was created by Ordinance No. 9299 on July 12, 2011; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on August 19, 2011, and protests representing 31.10% of the total District frontage were received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 528, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G25

**#2011-278 - Approving Agreement for Engineering Consulting
Services Related to Grand Island Resurfacing – Various Locations**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 27, 2011

Subject: Approving Agreement for Engineering Consulting Services Related to Grand Island Resurfacing – Various Locations

Item #'s: G-25

Presenter(s): John Collins, Public Works Director

Background

The City of Grand Island Public Works Department sought STP funds for the Various Locations in Grand Island Resurfacing project. This proposed project consists of removing 2” of existing bituminous surfacing by cold milling and placement of 2” new Asphaltic Concrete in the following locations.

- Blaine Street – Garland Street to Stolley Park Road
- Blaine Street – Stolley Park Road to the Beltline Trail
- First Street – Walnut Street to Sycamore Street
- North Road - 13th Street to State Street
- Independence Avenue – Capital Avenue to Nebraska Highway 2
- Broadwell Avenue - Anna Street to Second Street
- Broadwell Avenue – Second Street to State Street

This project is coordinated with and supplements the Grand Island Streets Division Pavement Preservation Plan. This project will relieve the City of funding these improvements solely with Capital Improvement Program funds.

A Project Programming Request for the “Various Locations in Grand Island” project was prepared by Public Works and approved by the Nebraska Department of Roads (NDOR) April 5, 2011. The estimated total cost of the entire project, including preliminary engineering, environmental clearance and construction oversight is \$2,747,266. The estimated portion the City of Grand Island will be responsible for is \$549,453. Construction is anticipated to be completed in 2013.

City Council approved an agreement between the City and the Nebraska Department of Roads (NDOR) on May 24, 2011 for this project. The Project Program Agreement between the City of Grand Island and Nebraska Department of Roads specifies the various duties and funding responsibilities of this Federal-aid project. The Program Agreement requires that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

All agreements must be approved by the City Council.

Discussion

Two (2) proposals for preliminary engineering and environmental clearance services were received. Olsson Associates of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

The Nebraska Department of Roads has approved the selection and prepared the attached agreement. The work is to be performed at actual costs with a maximum amount of \$169,712.83, plus a fixed-fee-for-profit amount of \$21,274.82, for a total agreement amount of \$190,987.65 . The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Omaha, Nebraska.

Sample Motion

Move to approve the resolution.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING SERVICES FOR PROJECT URB-5409(2) CN 42709
RESURFACING VARIOUS LOCATIONS**

RFP DUE DATE: July 19, 2011 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: June 28, 2011, July 5, 2011 & July 12, 2011
NO. POTENTIAL BIDDERS: 10

SUMMARY OF PROPOSALS RECEIVED

Olsson Associates
Lincoln, NE

Miller & Associates
Kearney, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Scott Griepenstroh, Project Manager

P1485

**LPA – CONSULTANT
PRELIMINARY ENGINEERING AGREEMENT**

CITY OF GRAND ISLAND
OLSSON ASSOCIATES, INC.
PROJECT NO. URB-5409(2)
CONTROL NO. 42706
GRAND ISLAND RESURFACING – VARIOUS LOCATIONS
PRELIMINARY ENGINEERING
AND NEPA DOCUMENTATION SERVICES

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

WITNESSETH

WHEREAS, the LPA desires to engage the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and

WHEREAS, the Consultant and LPA intend that the services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address:

<http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Olsson Associates, Inc. and any employees thereof, whose business and mailing address is 1111 Lincoln Mall, Suite 111, Lincoln, NE 68508, and

"LPA" means a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be

stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary engineering and NEPA documentation services for Project No. URB-5409(2), Control No. 42706, in Hall County, Nebraska. The scope shall be developed in accordance with the LPA manual and attached hereto as Exhibit "B".

SECTION 3. PERSONNEL

The Consultant has furnished a personnel chart or list in EXHIBIT "D". Personnel who are added to Exhibit "D" as replacements must be persons of comparable training and experience. Personnel added to Exhibit "D" as new personnel and not replacements must be qualified to perform the intended work. The Consultant shall notify the LPA of any personnel changes. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

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

1. The Consultant must complete the United States Citizenship Attestation form, available on the Department of Roads website at www.transportation.nebraska.gov/proidev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that at the request of the LPA, the Consultant shall provide the LPA a detailed report of the product and progress of the work and allow inspection of the existing work product. From time to time, additions, deletions, changes, elaborations, or modifications of the services performed under the terms of this agreement may be determined by the LPA to be desirable or preferable. These changes will be made by supplement agreement.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule in attached EXHIBIT "B" and shall complete all work required under this agreement in a satisfactory manner by March 2012.

Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the Consultant's fee.

SECTION 7. FEES AND PAYMENTS

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$21,274.82, as defined in paragraph D of this section, and up to a maximum amount of \$169,712.83 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$190,987.65.
- B. Occasionally, the conditions of this agreement may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:
- That the additional work is beyond the scope of services initially negotiated with Consultant; and
 - That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
 - That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the Consultant Work Order Form (DR Form 250) to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the

estimated total additional fee. DR Form 250 is available on the State's webpage at:

www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The

Consultant Work Order must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more Consultant Work Orders have been authorized and approved for federal funding.

- C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the NOTICE TO PROCEED AND COMPLETION Section of this agreement or as provided in a written time extension notification.
- D. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect non-labor costs, and direct payroll additives. The fixed-fee is not allowable upon direct non-labor costs. The fee for profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "12.90%".
- E. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
 - (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
 - (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan,
 - (b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire

pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

- (2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures - currently 55.5 cents per mile.

Company Survey Vehicle - Currently 58 cents per mile (2.5 cents above Company Automobile/Pick-up truck)

Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

Air fare - Actual reasonable cost giving the State all discounts

Lodging - Actual cost – excluding taxes and fees: Not to exceed the federal lodging reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

Not to exceed *\$70.00 per person daily

*Omaha/Douglas County, not to exceed

\$101.00 per person daily

Meals - **Actual cost – including tax and gratuity:** Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

	Statewide	Omaha/Douglas County
Breakfast	\$ 7.00	\$ 10.00
Lunch	11.00	15.00
Dinner	<u>23.00</u>	<u>31.00</u>
Totals	<u>\$41.00</u>	<u>\$56.00</u> <u>(Includes tax and gratuity)</u>

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

- Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or
(b) Employee is on overnight travel.
- Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.
(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
(c) Employee returns from overnight travel at or after 2:00 p.m.
- Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed \$41.00 per person, with the exception of Omaha/Douglas County, which must not exceed \$56.00 per person (includes tax and gratuity). When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31.

Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

- F. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals and in accordance with the "LPA Reimbursement Procedure" located on the State's webpage at: www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies.

The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed-fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

- G. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA and State determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and fixed fee upon acceptance by the LPA and State, a final audit of all invoiced amounts will be completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.
- The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.
- H. The Consultant shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies at the expense of the requestor.

SECTION 8. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA, State or the FHWA, or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the

Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete the work, and receive written approval from the LPA before the Consultant begins the work. Any such work performed by the Consultant prior to written approval of the LPA will be done at the expense of the Consultant.

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time. Such suspension or termination may be affected by the LPA giving the Consultant seven days written notice.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by

that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the Consultant Coordinator prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the State for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the

notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. CONFLICT OF INTEREST

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. Consultant should review, understand and follow the instructions provided in the NDOR CONFLICT OF INTEREST

GUIDANCE DOCUMENT for CONSULTANTS for LOCAL FEDERAL-AID

TRANSPORTATION PROJECTS located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-consultant.pdf>

Consultant must also complete and sign the **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS** for Local Federal-aid Transportation Projects, for each project. This form is located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 26. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. **Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Neb.Rev.Stat. §§ 81-1701 through 81-1721.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
 1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona

fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or

2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility

Matters-Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous

when submitted or has become erroneous by reason of changed circumstances.

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other

Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.(ii) of this certification; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 27. LPA CERTIFICATION

By signing this agreement, I, Jay Vavricek, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 28. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

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

EXECUTED by the Consultant this ____ day of _____, 2011.

OLSSON ASSOCIATES, INC.
Randall J. Kaster, PE

Principal

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public

EXECUTED by the LPA this ____ day of _____, 2011.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this ____ day of _____, 2011.

Clerk

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

Date

RESOLUTION 2011-278

WHEREAS, by Resolution 2011-125 Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Grand Island Resurfacing – Various Locations Project; and

WHEREAS, the City of Grand Island solicited proposals for engineering consulting services for such project; and

WHEREAS, the City of Grand Island and Olsson Associates of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Omaha, Nebraska for engineering consulting services related to the Grand Island Resurfacing – Various Locations Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G26

#2011-279 - Approving Agreement for Engineering Consulting Services Related to 3rd Street and Wheeler Avenue Historical Lighting

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 27, 2011

Subject: Approving Agreement for Engineering Consulting Services Related to 3rd Street and Wheeler Avenue Historical Lighting

Item #'s: G-26

Presenter(s): John Collins, Public Works Director

Background

This project will construct 21 Historical Street Lights one block west, one block east and one half block south of the Kaufmann Park at 3rd Street and Wheeler Avenue. The lighting will be constructed in similar appearance to street lights that existed in this location during the early 20th Century, a period that saw the construction of several buildings in the area that are now on the National Register of Historical Places. The nostalgic appeal will be another draw for shoppers, tourists and seekers of entertainment to an area well known for history, commerce and popular community events.

The estimate of the entire project, including preliminary engineering, environmental clearance and construction oversight is \$189,540. Construction is anticipated to be completed in 2012. The Downtown Business Improvement District will provide local matching funds (20%) through funding awarded by the Community Redevelopment Authority in March 2011. The remaining 80% of the project cost will be paid for with Federal-Aid Transportation Enhancement (TE) Program Funds.

City Council approved an agreement between the City and the Nebraska Department of Roads (NDOR) on May 24, 2011 for this project. The Project Program Agreement between the City Of Grand Island and NDOR specifies the various duties and funding responsibilities of this Federal-aid project.

All agreements must be approved by the City Council.

Discussion

Two (2) proposals for preliminary engineering and environmental clearance services were received. Olsson Associates of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

The Nebraska Department of Roads has approved the selection and prepared the attached agreement. The work is to be performed at actual costs with a maximum amount of \$43,372.55, plus a fixed-fee-for-profit amount of \$5,703.65, for a total agreement amount of \$49,076.20. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Omaha, Nebraska.

Sample Motion

Move to approve the resolution.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING CONSULTING SERVICES FOR PROJECT ENH-40(60) CN 42651
GRAND ISLAND THIRD AND WHEELER HISTORICAL LIGHTING IMPROVEMENT**

RFP DUE DATE: July 20, 2011 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: June 29, 2011, July 6, 2011 & July 13, 2011
NO. POTENTIAL BIDDERS: 10

SUMMARY OF PROPOSALS RECEIVED

JEO Consulting Group, Inc.
Lincoln, NE

Olsson Associates
Lincoln, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Scott Griepenstroh, Project Manager

P1486

**LPA – CONSULTANT
PRELIMINARY ENGINEERING AGREEMENT**

CITY OF GRAND ISLAND
OLSSON ASSOCIATES, INC.
PROJECT NO. ENH-40(60)
CONTROL NO. 42651
GRAND ISLAND 3RD & WHEELER HISTORICAL LIGHTING
PRELIMINARY ENGINEERING AND NEPA DOCUMENTATION SERVICES

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

WITNESSETH

WHEREAS, the LPA desires to engage the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and

WHEREAS, the Consultant and LPA intend that the services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address:

<http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Olsson Associates, Inc. and any employees thereof, whose business and mailing address is 1111 Lincoln Mall, Suite 111, Lincoln, NE 68508, and

"LPA" means a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be

stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary engineering and NEPA documentation services for Project No. ENH-40(60), Control No. 42651, in Hall County, Nebraska. The scope shall be developed in accordance with the LPA manual and attached hereto as Exhibit "B".

SECTION 3. PERSONNEL

The Consultant has furnished a personnel chart or list in EXHIBIT "B". Personnel who are added to Exhibit "B" as replacements must be persons of comparable training and experience. Personnel added to Exhibit "B" as new personnel and not replacements must be qualified to perform the intended work. The Consultant shall notify the LPA of any personnel changes. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

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

1. The Consultant must complete the United States Citizenship Attestation form, available on the Department of Roads website at www.transportation.nebraska.gov/proidev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that at the request of the LPA, the Consultant shall provide the LPA a detailed report of the product and progress of the work and allow inspection of the existing work product. From time to time, additions, deletions, changes, elaborations, or modifications of the services performed under the terms of this agreement may be determined by the LPA to be desirable or preferable. These changes will be made by supplement agreement.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule in attached EXHIBIT "B" and shall complete all work required under this agreement in a satisfactory manner by March, 2012.

Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the Consultant's fee.

SECTION 7. FEES AND PAYMENTS

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$5,703.65, as defined in paragraph D of this section, and up to a maximum amount of \$43,372.55 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$49,076.20.
- B. Occasionally, the conditions of this agreement may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:
- That the additional work is beyond the scope of services initially negotiated with Consultant; and
 - That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
 - That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the Consultant Work Order Form (DR Form 250) to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the

estimated total additional fee. DR Form 250 is available on the State's webpage at: www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The Consultant Work Order must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more Consultant Work Orders have been authorized and approved for federal funding.

- C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the NOTICE TO PROCEED AND COMPLETION Section of this agreement or as provided in a written time extension notification.
- D. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect non-labor costs, and direct payroll additives. The fixed-fee is not allowable upon direct non-labor costs. The fee for profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "13.50%".
- E. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
 - (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
 - (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan,
 - (b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire

pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

- (2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures - currently 55.5 cents per mile.

Company Survey Vehicle - Currently 58 cents per mile (2.5 cents above Company Automobile/Pick-up truck)

Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

Air fare - Actual reasonable cost giving the State all discounts

Lodging - Actual cost – excluding taxes and fees: Not to exceed the federal lodging reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

Not to exceed *\$70.00 per person daily

*Omaha/Douglas County, not to exceed

\$101.00 per person daily

Meals - **Actual cost – including tax and gratuity:** Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

	Statewide	Omaha/Douglas County
Breakfast	\$ 7.00	\$ 10.00
Lunch	11.00	15.00
Dinner	<u>23.00</u>	<u>31.00</u>
Totals	<u>\$41.00</u>	<u>\$56.00</u> <u>(Includes tax and gratuity)</u>

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

- Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or
(b) Employee is on overnight travel.
- Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.
(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
(c) Employee returns from overnight travel at or after 2:00 p.m.
- Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed \$41.00 per person, with the exception of Omaha/Douglas County, which must not exceed \$56.00 per person (includes tax and gratuity). When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31.

Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

- F. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals and in accordance with the "LPA Reimbursement Procedure" located on the State's webpage at: www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies.

The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed-fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

G. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA and State determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and fixed fee upon acceptance by the LPA and State, a final audit of all invoiced amounts will be completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

H. The Consultant shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies at the expense of the requestor.

SECTION 8. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA, State or the FHWA, or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the

Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete the work, and receive written approval from the LPA before the Consultant begins the work. Any such work performed by the Consultant prior to written approval of the LPA will be done at the expense of the Consultant.

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time. Such suspension or termination may be affected by the LPA giving the Consultant seven days written notice.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by

that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the Consultant Coordinator prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the State for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the

notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. CONFLICT OF INTEREST

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. Consultant should review, understand and follow the instructions provided in the NDOR CONFLICT OF INTEREST

GUIDANCE DOCUMENT for CONSULTANTS for LOCAL FEDERAL-AID

TRANSPORTATION PROJECTS located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-consultant.pdf>

Consultant must also complete and sign the **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 26. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. **Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Neb.Rev.Stat. §§ 81-1701 through 81-1721.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
 1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona

fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or

2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility

Matters-Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous

when submitted or has become erroneous by reason of changed circumstances.

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other

Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.(ii) of this certification; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 27. LPA CERTIFICATION

By signing this agreement, I, Jay Vavricek, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 28. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

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

EXECUTED by the Consultant this ____ day of _____, 2011.

OLSSON ASSOCIATES, INC.
Randall J. Kaster, PE

Principal

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public

EXECUTED by the LPA this ____ day of _____, 2011.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this ____ day of _____, 2011.

Clerk

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

Date

RESOLUTION 2011-279

WHEREAS, by Resolution 2011-126 Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the 3rd Street and Wheeler Avenue Downtown Historical Lighting Project; and

WHEREAS, the City of Grand Island solicited proposals for engineering consulting services for such project; and

WHEREAS, the City of Grand Island and Olsson Associates of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Omaha, Nebraska for engineering consulting services related to the 3rd Street and Wheeler Avenue Downtown Historical Lighting Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G27

#2011-280 - Approving Bid Award for Sugar Beet Ditch Piping at Suck's Lake; Drainage Project No. 2011-D-3

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 27, 2011

Subject: Approving Bid Award for Sugar Beet Ditch Piping at Such's Lake; Drainage Project No. 2011-D-3

Item #'s: G-27

Presenter(s): John Collins, Public Works Director

Background

On September 12, 2011, the Engineering Division of the Public Works Department advertised for bids in the Grand Island Daily Independent for the Sugar Beet Ditch Piping at Suck's Lake Drainage Project No. 2011-D-3.

This project will allow for the lining of what is referred to as the Sugar Beet Ditch and additional piping for better drainage, as well as ease in maintenance. A potentially hazardous situation will also be reduced, as there is the chance of an individual falling into the current ditch.

There were seven (7) potential bidders for this project.

Discussion

Three (3) bids were received and opened on September 20, 2011. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
The Diamond Engineering Co. of Grand Island, NE	None	\$69,664.40
Philip Carkoski Construction & Trenching of Loup City, NE	Noted	\$89,529.00 (*mathematical error on bid)
Van Kirk Bros. Contracting of Sutton, NE	None	\$105,859.60

The bids were higher than the estimate of \$55,000.00, but are considered fair, reasonable and competitive.

There are sufficient funds in the 2010/2011 budget for this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award in the amount of \$69,664.40.00 to The Diamond Engineering Company.

Sample Motion

Move to approve the resolution.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 20, 2011 at 2:00 p.m.

FOR: Sugar Beet Ditch Piping at Such's Lake; Project 2011-D-3

DEPARTMENT: Public Works

ESTIMATE: \$55,000.00

FUND/ACCOUNT: 40033520-90111

PUBLICATION DATE: September 10, 2011

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Van Kirk Bros. Contracting</u> Sutton, NE	<u>Philip Carkoski Construction & Trenching</u> Loup City, NE
Bid Security:	Universal Surety Co.	The Cincinnati Insurance Co.
Exceptions:	None	Noted

Bid Price:		
Section A:	\$26,900.00	\$21,392.00
Section B:	\$20,690.00	\$16,608.00
Section C:	<u>\$58,269.60</u>	<u>\$51,129.00</u>
Total Bid:	\$105,859.60	\$89,129.00

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Universal Surety Co.
Exceptions:	None

Bid Price:	
Section A:	\$17,727.60
Section B:	\$13,845.50
Section C:	<u>\$38,091.30</u>
Total Bid:	\$69,664.40

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Terry Brown, PW Eng. Mgr.

P1511

RESOLUTION 2011-280

WHEREAS, the City of Grand Island invited sealed bids for the Sugar Beet Ditch Piping at Suck's Lake; Project No. 2011-D-3, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 20, 2011 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, NE 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 \$69,664.40, and

WHEREAS, funds are available in the Fiscal Year 2010/2011 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$69,664.40 for the Sugar Beet Ditch Piping at Suck's Lake; Project No. 2011-D-3 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G28

#2011-281 - Approving Bid Award in Concrete for Sludge Storage Building Project No. 2011-WWTP-4 for Wastewater Division of the City of Grand Island

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: John Henderson, Superintendent, Wastewater Division

Meeting: September 27, 2011

Subject: Approving Bid Award in Concrete for Sludge Storage Building Project No. 2011-WWTP-4 for Wastewater Division of the City of Grand Island

Item #'s: G-28

Presenter(s): John Collins, Public Works Director

Background

This project will provide the Wastewater Division the replacement of a deteriorated concrete pad; new concrete access pavement; curb; and sidewalk in the main door area around the sludge storage building. Additionally the slope will be changed on the existing pavement on the building's south side to provide proper drainage.

On September 8, 2011 an ad to bidders was published in the Grand Island Daily Independent, with bidding documents being sent to ten (10) potential contractors. The estimate was \$335,000.00.

Discussion

On September 15, 2011 three (3) bids were received, opened and reviewed. A summary of the bids is show below:

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
L & L Concrete & Construction Inc. of Grand Island, NE	Noted	\$156,405.99
Lacy Construction Co. of Grand Island, NE	Noted	\$165,335.00
Diamond Engineering Co. of Grand Island, NE	None	\$194,450.26

L & L Concrete & Construction, Inc. is the apparent low bidder.

City staff has reviewed L & L Concrete & Construction, Inc. exceptions noted in the bidding documents. L & L Concrete & Construction, Inc. shall add work at base bid exceptions listed as; testing, best management practice (truck cleanout containment), and

supplied heating for cold weather pours. All other exceptions noted have been reviewed by city staff as acceptable.

City staff recommends additional fund allocation to this project for the addition of sealant work, in the amount of \$4,438.00.

City staff recommends the bid be awarded to L & L Concrete & Construction, Inc. of Grand Island, Nebraska.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to L & L Concrete & Construction, Inc. of Grand Island, Nebraska in the amount of \$160,843.99.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 15, 2011 at 2:15 p.m.

FOR: Concrete for Sludge Storage Building 2011-WWTP-4

DEPARTMENT: Public Works

ESTIMATE: \$335,000.00

FUND/ACCOUNT: 53030054-85608

PUBLICATION DATE: September 8, 2011

NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Lacy Construction Co.</u> Grand Island, NE	<u>Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Merchants Bond Co.	Universal Surety Co.
Exceptions:	Noted	None
Bid Price:	\$165,335.00	\$194,450.26

Bidder:	<u>L & L Concrete & Construction, Inc.</u> Grand Island, NE
Bid Security:	AMCO Insurance Co.
Exceptions:	Noted
Bid Price:	\$156,405.99

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Don Rowley, Waste Water Division

RESOLUTION 2011-281

WHEREAS, Advertisement to Bidders for Concrete for Sludge Storage Building 2011-WWTP-4 at the Wastewater Treatment Plant was published in the Grand Island Daily Independent on September 8, 2011, and

WHEREAS, on September 15, 2011 bids were received, opened and reviewed; and

WHEREAS, L & L Concrete & Construction, Inc. of Grand Island submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, with a base bid of \$156,405.99; and

WHEREAS, City staff recommends additional fund allocation to the project for L & L Concrete & Construction, Inc. to add joint sealant to the work, in the amount of \$4,438.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid award with the contracting firm, L & L Concrete & Construction, Inc. of Grand Island, in the base bid amount of \$156,405.99 for Concrete for Sludge Storage Building 2011-WWTP-4, joint sealant in the amount of \$4,438.00, for a total contractual amount of \$160,843.99 at the Wastewater Treatment Plant is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G29

**#2011-282 - Approving Agreement with Olsson Associates for an
Update to the Groundwater Study**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 27, 2011

Subject: Approving Agreement with Olsson Associates for an Update to the Groundwater Study

Item #'s: G-29

Presenter(s): John Collins, Public Works Director

Background

On December 21, 1998 the City entered into an agreement with the Central Platte Natural Resources District (CPNRD), which provided for the installation of test and monitoring wells to study lowering groundwater levels.

The study concluded September 2000 with a recommendation to implement a dewatering program.

On July 26, 2011 City Council approved an Interlocal Agreement with the Central Platte Natural Resources District (CPNRD) to update the September 2000 Groundwater Study. The cost will be shared equally between the City and the CPNRD, with the study also being shared with both entities.

Discussion

Three (3) proposers responded to the Request for Qualifications (RFQ), which was advertised in the Grand Island Independent on August 9, 2011. The RFQ was sent directly to eleven (11) consultant firms.

Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

The anticipated start date of the study update is October 3, 2011, with an anticipated completion date of February 23, 2012. Results of the study will be presented to both the City and the CPNRD once the report is available.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Grand Island, Nebraska and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the resolution.



LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

August 25, 2011

Mayor and City Council
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968

Re: **AGREEMENT FOR PROFESSIONAL SERVICES
GROUNDWATER STUDY UPDATE "Project"
GRAND ISLAND, NEBRASKA**

Dear Mayor and City Council:

It is our understanding that the City of Grand Island ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.
2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Exhibit A hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: October 3, 2011

Anticipated Completion Date: February 23, 2012

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

4. Compensation for Olsson's services shall be a fixed fee of Ninety Thousand Dollars (\$90,000.00). Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

REIMBURSABLE EXPENSE: Olsson's reimbursable expenses for this Project are included in the fixed fee set forth in Paragraph 4 above.

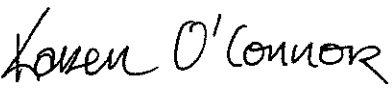
TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.
6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 90 days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By 
Kevin L. Prior, Vice President, Proj. Manager

By 
Karen Griffin O'Conner, Project Geologist

If you accept the preceding proposal and the Agreement,
please sign:

CITY OF GRAND ISLAND "Client"

By _____
Jay Vavricek

Title _____
Mayor

Dated: _____

If different from above,

Attest:

RaNae Edwards, City Clerk

Approved as to Form:

City Attorney

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated August 25, 2011, between the City of Grand Island, Grand Island, Nebraska (CLIENT) and OLSSON Associates (OLSSON) for professional services in connection with the development of the Groundwater Study Update, Grand Island, Nebraska (hereinafter called the "Project").

SECTION 1—OLSSON'S BASIC SERVICES

See Exhibit A attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, OLSSON's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If CLIENT and OLSSON mutually agree to perform any of the following Additional Services, CLIENT will provide written approval of the agreed upon scope of services, and OLSSON shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or OLSSON may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by CLIENT where changes are due to causes beyond OLSSON's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by CLIENT for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If OLSSON's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus

or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime contractor and those services necessary to administer CLIENT's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting CLIENT with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond OLSSON's control, OLSSON shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and OLSSON will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. CLIENT shall provide all criteria and full information as to CLIENT's requirements for the Project; designate and identify in writing a person to act with authority on CLIENT's behalf in respect of all aspects of the Project; examine and respond promptly to OLSSON's submissions; and give prompt

written notice to OLSSON whenever CLIENT observes or otherwise becomes aware of any defect in the work.

3.2 If CLIENT fails to make any payment due OLSSON for services and expenses within thirty (30) days after receipt of OLSSON's statement therefore, OLSSON may, after giving seven days' written notice to CLIENT, suspend services to CLIENT under this Agreement until OLSSON has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to OLSSON shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the CLIENT of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from OLSSON's compensation for any reason unless OLSSON has been found to be legally liable for such amounts.

3.4 CLIENT shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to OLSSON any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which OLSSON may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for OLSSON to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 CLIENT shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 CLIENT shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, CLIENT shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by OLSSON, but it will not include OLSSON's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all OLSSON's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by OLSSON or OLSSON's independent professional associates or consultants, *i.e. WTI*, directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows: (*Revised per City of Grand Island Attorney.*)

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.555/mile*
Suburbans and Pick-Ups	\$0.68/mile
Duplication	
In-house	Actual Cost
Outside	Actual Cost
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost
Telephone and	
Fax Transmissions	Actual Cost
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost
Subconsultants	Actual Cost

* IRS Standard Mileage Rate (Subject to Change)

4.5 "Certify" or "a Certification": A statement of OLSSON's opinion, based on its observation of conditions, to the best of OLSSON's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that OLSSON's certification shall not relieve the CLIENT or the CLIENT's contractors of any responsibility or obligation they may have by industry custom or under any contract.

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

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

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

4.9 "Record Documents": Drawings prepared by OLSSON upon the completion of construction based upon the drawings and other data furnished to OLSSON by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, OLSSON makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or OLSSON's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the CLIENT shall within fifteen (15) calendar days of termination pay OLSSON for all services rendered and all reimbursable costs incurred by OLSSON up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The CLIENT may terminate this Agreement for the CLIENT's convenience and without cause upon giving OLSSON not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of OLSSON, the CLIENT shall pay OLSSON, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by OLSSON in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by OLSSON in preparing or negotiating any proposals submitted to CLIENT for OLSSON's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of OLSSON's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. *Mediation (Omitted per City of Grand Island Attorney.)*

~~6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.~~

~~6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.~~

~~6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.~~

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by OLSSON (and OLSSON's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and OLSSON shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by OLSSON for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to OLSSON, or to OLSSON's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless OLSSON and OLSSON's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle OLSSON to further compensation at rates to be agreed upon by CLIENT and OLSSON.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by OLSSON, the CLIENT agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of OLSSON, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the CLIENT. The information contained in any electronic file is provided for the convenience to the CLIENT and is provided in "as is" condition. The CLIENT is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by OLSSON and the electronic files which may be transferred, the signed and sealed original documents shall govern. OLSSON specifically disclaims all warranties, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be CLIENT's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the CLIENT. CLIENT shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OLSSON, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than OLSSON or from any reuse of the electronic files without the prior written consent of OLSSON.

7.3 Opinions of Cost

Since OLSSON has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, OLSSON's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of OLSSON's experience and qualifications and represent OLSSON's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but OLSSON cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by OLSSON. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator as provided in paragraph 3.4.3. OLSSON's services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska.

7.4.2 Any legal action between OLSSON and CLIENT arising out of this AGREEMENT shall be brought in a court of competent jurisdiction located in Lancaster County, Nebraska.

7.5 Subconsultants *(Revised per City of Grand Island Attorney.)*

OLSSON may utilize as necessary in its discretion Subconsultants and other subcontractors. OLSSON will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement. *WTI is the only approved subconsultant for this project.*

7.6 Assignment

7.6.1 CLIENT and OLSSON each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and OLSSON (and to the extent permitted by paragraph 7.6.2 the assigns of CLIENT and OLSSON) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither CLIENT nor OLSSON shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this

paragraph shall prevent OLSSON from employing such subconsultants and other subcontractors as OLSSON may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and OLSSON, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and OLSSON and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

OLSSON and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages *(Omitted per City of Grand Island Attorney.)*

~~Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor OLSSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and OLSSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.~~

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the CLIENT and OLSSON.

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EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED August 25, 2011

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement for Professional Services dated August 25, 2011, between the City of Grand Island (Client) and Olsson Associates (Olsson) providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

Phase 1 Site Hydrogeology Data Update and Review

Olsson will obtain, compile, and review the latest regional and site-specific hydrogeologic information available through the United States Geological Survey (USGS), University of Nebraska-Lincoln Conservation and Survey Division and High Plains Climate Center, Nebraska Department of Water Resources, the City of Grand Island and Central Platte NRD. In addition, current information pertaining to the configuration and concentration of the major groundwater contamination plumes identified in Grand Island will be collected from Nebraska Department of Environmental Quality, US Environmental Protection Agency and the City.

With the hydrogeologic data, Olsson will update the conceptual model of the Grand Island area by compiling spatial, hydrogeologic, water level, and contaminant plume data sets. The conceptual model will be based on the COHYST groundwater model for hydrogeologic framework and initial hydrogeologic parameter estimations. The conceptual model will include the area in and around Grand Island including significant land use and hydrologic features within 5 miles of the City.

Phase 2 Groundwater Model Optimization and Analysis

Using an integration of both field-obtained data and published information from state and federal agencies, Olsson will update the previous computer model (Olsson 2000) of the local aquifer to optimize a dewatering well network for the City of Grand Island. Olsson will use a four-step strategy to update the model and optimize the dewatering system configuration:

1. The first step will involve updating and calibrating a groundwater model that simulates long-term, average (steady-state) conditions of the groundwater flow system.
2. The second phase of model analysis will involve simulating a transient period from 1985 to 2010 to ensure the model's capability to replicate changing water level conditions in the aquifer. The transient model will be based on inputs from COHYST and therefore may be modified based on dataset availability.
3. With the calibrated transient model, the third phase of the process will involve assessing the areas of influence or "capture zones" of the proposed dewatering wells to assess optimization of the dewatering well network.

4. The fourth and final step in the model analysis will include a contaminant transport model coupled with the calibrated transient groundwater model to evaluate the fate of significant groundwater contaminant plumes currently mapped in the City of Grand Island. This aspect of the modeling analysis will be performed to assess the impact of the proposed dewatering system on existing contaminant plumes.

The groundwater model will be based on MODFLOW_2000 (MF2K), the industry standard for groundwater modeling applications. MF2K simulates groundwater flow by dividing the flow regime into a grid where water levels and flows are computed for each individual block within the grid. Groundwater Vistas (version 5) will be used as a graphical interface platform to construct the model grid, enter and modify data inputs, execute and evaluate calibration, and run predictive analyses in the flow system in and around Grand Island. Steady state model calibration will be performed using the inverse parameter estimation code PEST (Doherty, 1994). Calibration of the transient model will be done by trial and error adjustment of the specific yield term and estimated pumping rates for the irrigation, municipal, and industrial wells in the model area. The capture zone analysis will be completed using the particle tracking code MODPATH (Pollock, 1989), and the three-dimensional solute transport code MT3DS (Zheng and Wang, 1999).

Phase 3 Conveyance and Discharge Cost

Olsson will evaluate the collection and conveyance methods available to dispose of the water drawn from the two de-watered areas. Routing options utilizing existing right-of-ways, easements or roadway corridors will be evaluated and revised from the original study as necessary, to determine an efficient discharge routing option for the de-watering schemes.

Olsson will provide primary layouts of the de-watering schemes, with selected routing options for the discharge waters and will present information as Exhibits within the final report. A preliminary engineer's opinion of construction costs along with the expected operation and maintenance costs will be summarized.

Phase 4 Presentations of Project Status and Results

Olsson will meet with Staff to present initial issues and findings with the models and upon completion of the groundwater model. In addition, meetings will be conducted to discuss preliminary findings for dewatering techniques and upon final evaluation of the techniques. A key objective at the final evaluation meeting will be ensuring that Olsson has provided the necessary information to Staff, such that a practical and cost-effective method of dewatering the two areas can be presented to the stakeholders. A memo summarizing key points will be submitted to Staff for review and concurrence.

Olsson will present the results of the study at one meeting. The presentation will be made at a City of Grand Island City Council Study Session. Any necessary refinements on project issues would be completed after these meetings.

Phase 5 Summary Report-of-Findings

Olsson will complete a report-of-findings that summarizes model simulations, outlines the proposed dewatering well network and operations, identifies impacts to existing contaminant plumes, summarizes system costs including operations and maintenance and evaluates funding mechanisms for the project. The report will be submitted to the City of Grand Island and the Central Platte NRD for final acceptance.

RESOLUTION 2011-282

WHEREAS, by Resolution 2011-182 Grand Island City Council approved entering into an agreement with the Central Platte Natural Resources District (CPNRD) for the update to the September 2000 Groundwater Study; and

WHEREAS, the City of Grand Island solicited proposals for engineering consulting services for such project; and

WHEREAS, the City of Grand Island and Olsson Associates of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island, Central Platte Natural Resources District and Olsson Associates of Grand Island, Nebraska for engineering consulting services related to the September 2000 Groundwater Study Update is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G30

#2011-283 - Approving Agreement for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 27, 2011

Subject: Approving Agreement for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-30

Presenter(s): John Collins, Public Works Director

Background

The City of Grand Island Public Works Department sought STP funds for the Capital Avenue, Webb Road to Broadwell Avenue widening project. This proposed project consists of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road to Broadwell Avenue. The new roadway will consist of 41' wide back-to-back curbed concrete pavement to accommodate a three lane roadway (two through lanes and a common turning lane).

The purpose of this project is to accommodate traffic volumes and enhance motorist and pedestrian safety. Reconstruction will address the deterioration of the existing pavement, and widening of the roadway will improve safety.

A Project Programming Request for the 'Capital Avenue, Webb Road to Broadwell Avenue' project was prepared by Public Works and approved by the Nebraska Department of Roads (NDOR) April 5, 2011. The estimated total cost of the entire project, including preliminary engineering, environmental clearance and construction oversight is \$3,250,639. The estimated portion the City of Grand Island will be responsible for is \$650,129. Construction is anticipated to be completed in 2014.

On May 24, 2011 City Council approved the Project Program Agreement between the City of Grand Island and Nebraska Department of Roads, which specifies the various duties and funding responsibilities of this Federal-aid project. The Program Agreement requires that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

All agreements must be approved by the City Council.

Discussion

Five (5) proposals for preliminary engineering and environmental clearance services were received. Olsson Associates of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

The Nebraska Department of Roads has approved the selection and prepared the attached agreement. The work is to be performed at actual costs with a maximum amount of \$354,124.45, plus a fixed-fee-for-profit amount of \$44,912.99, for a total agreement amount of \$399,037.44. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Supplemental agreements will be required later for engineering services for Right-of-Way acquisition, additional storm sewer design (if necessary), water main reconstruction (if necessary) and sanitary sewer gravity main design. It is not practical to estimate the scope and fees for these additional services until substantial design work has been completed.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Omaha, Nebraska.

Sample Motion

Move to approve the resolution.



GRAND ISLAND
 PROVIDING VISION FOR THE FUTURE
 CAPITAL AVE. IMPROVEMENT
 Study Area to Broadwell Ave
 10/1/2011

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT**

**Preliminary Engineering and
NEPA Categorical Exclusion Services**

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

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

WITNESSETH

WHEREAS, the LPA used a qualification based selection process to select the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and

WHEREAS, the Consultant and LPA intend that the services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address:

<http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the following meaning.

"CONSULTANT" means the firm of Olsson Associates, Inc. and any employees thereof, whose business and mailing address is 1111 Lincoln Mall, Suite 111, Lincoln, NE 68508, and

"LPA" stands for Local Public Agency, and in this agreement means the City of Grand Island, Nebraska unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the services means that the LPA has determined that conditions or intentions as originally existed have changed and that the services as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the services means that the LPA has determined that progress is not sufficient or that the conditions or intentions as originally existed have changed, or the services completed or submitted are unsatisfactory, and that the services as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the services or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide Preliminary Engineering and NEPA Categorical Exclusion Services for Project No. URB-5436(5), Control No. 42707, in Hall County, Nebraska. Upon receiving a written notice to proceed from the State, the Consultant shall complete the services required under this agreement as set out in Exhibit "B", Scope of Services, which are attached and hereby made a part of this agreement. Any services performed by the Consultant prior to written approval of the State will be solely at the expense of the Consultant.

The State has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The State will give the Consultant seven days written notice of such addition or subtraction. Any necessary addition or subtraction in the "General Scope of Services" shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section below.

SECTION 3. CHANGES TO PERSONNEL

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in each Task Order. The primary team is expected to be directly responsible for providing the field services for the work under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as EXHIBIT "D" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA. Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the

Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the services eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

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

1. The Consultant must complete the United States Citizenship Attestation form, and attached it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projects/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract

terminated if such lawful presence cannot be verified as required by
Neb. Rev. Stat. §4-108.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will be solely at the Consultant's expense.

The Consultant shall complete all the services according to the schedule in attached EXHIBIT "B" and shall complete all work required under this agreement in a satisfactory manner by July 2012.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received an extension of time in writing.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA may constitute a basis for an extension of time.

SECTION 6. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the attached Exhibit "E". The following provisions also apply:

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$44,912.99, as defined in paragraph "E" of the attached Exhibit "E" and up to a maximum amount of \$354,124.45 for actual costs as defined in paragraph "F" of the attached Exhibit "E". The agreement amount is \$399,037.44. Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- B. Occasionally, the conditions of this agreement may change. This may be due to a change in scope which may require an adjustment of costs. For any services beyond what are shown in the scope of services of this agreement, the Consultant shall describe the proposed services, provide justification for the proposed services, estimate the cost to complete the services, and receive written approval from the LPA before the Consultant begins the proposed services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement for Federal-Aid project, the LPA shall use the process set out below:

- Consultant Work Order Form (CWO) - DR Form 250 shall be used to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the estimated total additional fee. CWO form is available on the Nebraska Department of Roads website at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for federal funding.

- G. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion date stated in the NOTICE TO PROCEED AND COMPLETION Section of this agreement or as provided in a written time extension notification.

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State or FHWA, or acceptance or use of, or acquiescence in the Consultant's services product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the Consultant's services product which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of

any of the services of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its services. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its services, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPENSION, ABANDONMENT OR TERMINATION

The LPA has the absolute right to suspend or abandon the work, or terminate the agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31 provided however, that in the case of suspension, abandonment or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. Payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. CONFLICT OF INTEREST

Generally, federal conflict of interest laws prohibit a full or part-time public employee, public official or agent who negotiates, approves, accepts, administers, or is otherwise involved with, any Consultant contract or subcontract on a federal-aid project, from having a direct or indirect financial or personal interest, real or apparent, in such Consultant contract with the public entity for which he or she is a public official, employee or agent. Conflicts of Interest can also arise when someone associated with a public employee or official has an interest in an LPA Consultant contract, or if Consultant's owners or employees own real estate that may be needed for the project. Therefore, Consultant agrees to appoint an appropriate person from its staff to be responsible for Consultant's federal-aid project conflict of interest duties. This person, on behalf of Consultant, shall:

- (1) Become knowledgeable about federal-aid project Conflict of Interest laws including 23 CFR Section 1.33, 49 CFR 18.36(c)(3), other state provisions and the Conflict of Interests Guidance Document, found on the Nebraska Department of Roads' website.
- (2) Create an internal process for Consultant to:
 - (a) identify in advance its employees or owners (or others with a financial or personal interest in Consultant), that are also employees, official or agents of a Nebraska LPA,
 - (b) identify whether any of those people have duties for that LPA as to the negotiating, approving, accepting, administering (or have influence over the persons handling those duties) or other duties involved in the Consultant contract process for federal-aid transportation projects, and
 - (c) identify whether any employees or owners of Consultant own any real estate that may be acquired or used as a part of a federal-aid project of LPA,
- (3) Properly complete and submit all required conflict of interest forms; and disclose to the State any actual or potential conflicts of interest it has identified.

SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately designs the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 3/16/11):

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval of the Consultant Coordinator prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized

dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the State for services covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the services.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §01-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. NONDISCRIMINATION

- A. Compliance with Regulations During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted

programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference

- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FI IWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

A. **Neb.Rev.Stat. § 81-1715(1)**. I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a fixed price or cost reimbursement type professional services contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Neb.Rev.Stat. §§ 81-1701 through 81-1721.

- B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. I have not employed or retained for a commission, percentage, brokerage, or contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
 2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

- C. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.

- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other

Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A (ii) of this certification; and

- iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 27. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 28. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

**Exhibit B
SCOPE OF SERVICES**

**NEPA Categorical Exclusion and Preliminary Engineering
for**

**Project Name: Capital Avenue – Webb Road to Broadwell Avenue
Project Number: URB-5436(5)
Control Number: 42707**

A. PROJECT DESCRIPTION

This schedule provides for environmental and preliminary engineering design services related to compliance with the National Environmental Policy Act (NEPA) for City of Grand Island in Hall County, Nebraska. The project consists of:

1. Pavement reconstruction of Capital Avenue from Webb Road to Broadwell Avenue for a proposed 41' wide street including driveways and sidewalks.
2. Geometric improvements to the Broadwell Avenue intersection and traffic signal design.
3. Bike Trail design from Webb Road to Broadwell Avenue.
4. Mid-block pedestrian signal design for the bike trail.
5. Storm sewer evaluation including evaluation of the existing storm sewer truck line. Assume no additional trunk line storm sewer is needed at this time.
6. Reconstruct side streets as needed for reconstruction of Capital Avenue.
7. Roadway lighting.

This project is located in Grand Island along Capital Avenue from Webb Road to Broadwell Avenue. Project activities include concrete pavement construction, storm sewer, traffic signals, and roadway lighting. Constraints in the area include Memorial Cemetery, Veterans Memorial Park and Ashley Park. The project will not be constructed within existing right-of-way. The project will require detour routing.

Olsson Associates (Consultant) shall serve as the agent for City of Grand Island (Client), representing the Client in all matters related to environmental and preliminary engineering services for this project.

It is anticipated that the project will require the following major tasks:

1. Categorical Exclusion Documentation Form and supporting documentation of concurrence and compliance with applicable environmental regulations
2. Topographic Survey
3. Preliminary Engineering Design
4. Geotechnical Analysis
5. Public Involvement
6. Project Management and QA/QC
7. Meetings

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOR materials can be obtained from the NDOR website.

1. LPA Guidelines Manual for Federal-Aid Projects. NDOR, April 2009.
2. The Process for Obtaining Environmental Concurrences and Completing NEPA Documents for Local Public Agency (LPA) Federally Funded Transportation Projects. NDOR, December 2009.
3. Instructions for Completing the Probable Class of Action DR-53 Form for Local Federal-Aid Transportation Projects. NDOR, August 2010.
4. Guidelines for Completing the CE Documentation Form. NDOR, November 2008

5. Guidelines for completing the Project Description Section of NEPA Determination and CE Forms. NDOR, May 2009.
6. Instructions to Complete Section 106 Concurrence Request Form. NDOR, December 2009.
7. Wetland and Water Resources Review Procedures for Federal Aid Projects. NDOR, October 2013.
8. Memorandum on Qualifications and Documentation Requirements for LFA Project Wetlands Reviews. NDOR, November 2009.
9. Instructions for Completing the Wetland Determination Checklist. November 2009.
10. NDOR Wetland Determination Checklist
11. US Army Corps of Engineers (USACE) Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, USACE, Vicksburg, Mississippi. 1987.
12. Interim Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-06-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi. 2008.
13. Interim Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Great Plains Region, ERDC/EL TR-08-12. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi. 2008.
14. Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers. 2005.
15. Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States, FWS/OBS 73/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior. 1979.
16. Nebraska Wetland Subclasses (Attachment K, Wetland Mitigation Banking, Standard Operating Procedures in Nebraska)
17. Instructions for Completing Biological Evaluation Form for Local Federal Aid Projects. NDOR, October 2009.
18. Endangered Species Review Training Manual. NDOR, June 2010.
19. Guidelines for Completing Green Sheets for the NDOR Local Project Section. NDOR, September 2009.
20. Nebraska Minimum Design Standards – Counties, Municipalities, State, 2008
21. Policy on Geometric Design of Highways and Streets 2004 (AASHTO)
22. State of Nebraska 2016 Roadway Design Manual
23. Highway Capacity Manual – Transportation Research Board Special Report HCM2000
24. State of Nebraska Department of Roads, Standard Specifications for Highway Construction 2007
25. Guide for Design of Structural Supports for Highway Signs, Luminaries and Traffic Signals (AASHTO)
26. ES Lights Handbook (Illuminating Engineering Society)
27. An Informational Guide for Roadway Lighting (AASHTO)
28. Roadway Lighting Handbook (USDOT, FHWA)ARTBA, AGC)
29. Manual on Uniform Traffic Control Devices (FHWA)
30. Traffic Control Devices Handbook (FHWA)
31. NDOR. Crew Traffic Control Policy

C. CLIENT SHALL PROVIDE:

1. Provide as-built or design plans of the existing and adjacent roadways (if available).
2. Any drainage studies completed in the area.
3. Electronic files of current aerial photographs (if available).
4. Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available).
5. Provide location for and advertise for public meetings.
6. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
7. Traffic count information for public crossings.
8. Crash history for study corridor

D. CONSULTANT SHALL PROVIDE:

Project Number: URB-5436(5)
 Control Number: 42707
 Project Name: Capital Avenue – Webb Road to Broadwell Avenue

Exhibit B
 Sheet 2 of 4

1. Categorical Exclusion Document and Resource Reviews. The Consultant will complete NDOR Categorical Exclusion (CE) Documentation Form. Consultant will obtain agency concurrences and produce supplemental information to attach to the Form. Figures and resource maps will also be required to be attached to the Form and produced or obtained by Consultant. The Form and attachments shall be sent to the Client and NDOR for review and approval. Consultant will submit a revised Form, address NDOR and FHWA comments, and prepare the final version of the Form.

- 1.1 Resource Review. Using the Form and NDOR guidance, Consultant will review relevant resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: right-of-way acquisition, relocations and easements (temporary and permanent), Section 106 cultural and historic resources, Section 4(f) resources (e.g. parkland and wildlife refuges), Section 6(f) resources, air quality, noise, wetlands, floodplains, streams, rivers, threatened and endangered species, environmental justice, farmland and hazardous waste.

Some projects require evaluation of public interest, permits and special provisions, and alternatives analysis, as well as impacts to utilities and railroads, socio-economic considerations, Platte River depletions, migratory birds, well head protection areas, construction impacts, aesthetics or other values.

- 1.2 SHPO Letter. A letter will be prepared for NDOR submittal to the State Historic Preservation Office (SHPO) for Section 106 cultural resource compliance.

- 1.3 Section 4(f) / 6(f) Evaluation. Consultant will determine if adjacent 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are impacted by the project alignment. If the situation can be handled as an exemption or de minimis determination, Consultant will prepare the NDOR Determination of Section 4(f) De Minimis Use Form and concurrence letter. Consultant will also determine if any adjacent property was developed under Section 6(f) of the Land and Water Conservation Fund Act. If the project requires preparation of a Section 4(f) Statement or additional Section 6(f) document, these services would require a contract amendment.

- 1.4 Noise Study. Consultant will perform a traffic noise study using the most current version of the FHWA Traffic Noise Model (TNM) and in accordance with the NDOR Noise Analysis and Abatement Policy. The study will evaluate current and future build condition noise levels at reasonable residences and businesses along the project boundaries for one build and one no-build alternative. The location of the 56 and 71 dBA noise impact contour lines will be shown on an aerial map of the project area. If required, noise mitigation alternatives will be evaluated. The mitigation analysis will apply the effectiveness and reasonability criteria established by the NDOR.

Findings will be included in a Noise Study report describing the methods and findings. The report will be included as an attachment to the CE Form.

- 1.5 Wetland Delineation. For this project, the following definitions will apply:

Full Delineation shall mean delineating wetlands and waters of the US (regardless of isolation or jurisdictional status) according to the 1987 Corps Wetland Delineation Manual and NDOR Memorandum on Qualifications and Documentation Requirements for LPA Project Wetlands Reviews.

The delineation shall include (a) ground level photographs, (b) documentation of wetlands on Corps Wetland Determination Data Sheets (using the Midwest or Great Plains Regional Supplements) at all sample points, and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime. Field

data collection shall be accomplished during the growing season, generally between 1 May and 1 November. The delineation data will be organized in to a clearly written Wetland Delineation Report.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification and Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral, etc.) will be based on best professional judgment and published resources (7.5 minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc.). Consultant shall take digital ground photos and use GPS to locate wetland boundaries and observation point locations. Consultant shall use a sub-meter accuracy GPS, to map all wetland and/or stream channel boundaries, photo points and data points.

For bridges and culverts, the OHWM will be delineated at the location of the bridge hydraulic cross-section(s), if these locations are provided. Where hydraulic cross-sections have been provided, wood lath (or equivalent) shall be placed at the OHWM to identify both the vertical and horizontal OHWM location. In situations where a temporary access crossing for construction may be required, the OHWM will also be delineated upstream and downstream of bridge structures on both banks of the stream using the same method. Beyond the locations of the bridge hydraulic cross-section or temporary crossing locations, the Consultant shall walk the stream channel banks with the GPS unit to obtain a multiple point horizontal OHWM boundary within the identified study area.

1.5.1 Review Existing Resources / Databases. Consultant will review existing resources and prepare the *Wetland Determination Checklist* prior to the site visit. For cultivated fields, the consultant shall review the past 10 years of aerial photographs (if available) and the official 5-year NRCS slide set used for their wetland determinations.

1.5.2 Field Survey. Consultant will visit the project sites as assigned to determine if waters of the United States (waters of the US), including wetlands, are present within the proposed project limits of construction (LOC). Identified stream channels and/or wetlands shall be delineated with GPS and plotted on aerial photographs for assessment of fill or disturbance impacts resulting from construction of proposed projects).

The level of wetland documentation will vary according to location. Along the project alignment, a Full Delineation shall be provided for the area 50 feet beyond the project LOCs or within the project right-of-way (ROW), whichever is farthest from the centerline. A Preliminary Determination shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline. At a minimum, a Preliminary Determination shall be performed for any area that likely would be used for construction access, staging, stockpiling, or waste disposal (e.g. interchange/intersection areas, culvert and bridge construction sites, etc.). A full delineation shall be performed for known construction access, staging, stockpiling or waste disposal areas. At culverts and bridges along the project alignment, a Full Delineation (including delineation of the OHWM if present, and adjacent wetlands) shall be provided for the area 150 ft outside of the LOCs or ROW, whichever is farthest from the centerline.

1.5.3 Documentation of Findings. Documentation as described above will be submitted to the Client and NDOR as a record of findings. Consultant will plot the data on aerial photographs with the roadway alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (OHWM) and location of data collection points and photographs. Map scale must be drawn to a scale no smaller than 1-inch = 200-feet.

- 1.5.4 Mitigation Site Suitability Memorandum. If it is determined that on-site or off-site mitigation must be developed, Consultant will identify a minimum of two potential mitigation sites along the project corridor. Recommendations will be submitted in a Mitigation Site Suitability Memorandum to the Client and NDOR, and locations of the mitigation sites will be plotted on the aerial photographs. If two sites cannot be identified, this will be explained in the memorandum.

- 1.5.5 404 Nationwide Permit Application. The Consultant will prepare materials for submittal of an application for a 404 nationwide permit from the Corps under current regulations, and for 401 Water Quality Certification or Title 117 compliance from the Nebraska Department of Environmental Quality (NDEQ). All materials will be submitted to the Client and NDOR for review and approval prior to submittal to the Corps.

Consultant will prepare a 1st Draft of the 404 Permit Application Package consisting of 404 Permit Application and Wetland Delineation Report, including complete description of the project, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. A hard copy and electronic files of the documents will be submitted to NDOR for review. Consultant will revise materials per NDOR comments, and resubmit 1 revised draft to NDOR for review and approval. If mitigation is required, a proposal for additional services may be required to develop a mitigation plan.

- 1.5.6 Agency Coordination. Consultant will also handle coordination activities with the Corps and other regulatory and resource agencies, as needed, such as a pre-application meeting and submittal of the 404 nationwide permit application package to the Corps and NDEQ. The 404 authorization must be secured before PSE Turn-in, but not so early that the permit would expire before roadway fill impacts are accomplished. The target date for submittal of a 404 nationwide permit application is 12 months prior to letting. Time of the application submittal must be closely coordinated with NDOR.

Consultant will coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant will obtain a letter of opinion from NDEQ stating compliance with the non-degradation cause of Title 117 Nebraska Surface Water Quality Standards.

Consultant will coordinate with the agencies, whether in writing or personal contact, and be available to provide additional information, answer questions, respond to public comments, and attend meetings, if necessary. All correspondence with the Corps and other agencies, if necessary, shall be submitted to the State in draft form for approval at least 10 days before final submittal. This coordination with the Corps and NDEQ assumes one re-submittal for their comments.

- 1.6 Floodplains, Streams and Rivers. Consultant will determine if the project will cross a designated floodplain, and whether the project activities will result in more than a one foot rise or the locally regulated maximum in the 100-year water surface elevation.

Consultant will identify any stream crossings and their hydrologic regime (perennial, intermittent, ephemeral).

Consultant will determine if the project is located 1.5 miles upstream or downstream, or within 0.25 miles of a river segment listed on the Wild and Scenic River or National Recreation River list, or Nationwide Rivers Inventory.

- 1.7 Threatened and Endangered Species Review. Consultant will prepare the Biological Evaluation (BE) letter for submittal to NDCR. The BE letter will include the project description, habitat impacts, activity checklist, and preliminary wetland determination memo.
- 1.8 Environmental Justice. Consultant will determine if the project has disproportionate impacts on low-income, minority or other protected populations.
- 1.9 Farmland. If there is any farmland located in the project area, Consultant will prepare an NRCS Farmland Conversion Form AD-1006 and perform coordination with NRCS.
- 1.10 Hazardous Materials Review and Memo. Consultant will complete a Hazardous Materials review for the project's environmental study area to identify the presence or likely presence of known or potential hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures, on the property or into the ground, groundwater, or surface water of the property.

The review will include a site visit and regulatory database search in accordance with the requirements listed in American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-05, and NDCR Hazardous Materials guidance. The purpose of this review will be to identify regulated facilities within the project's environmental study area or within one quarter mile on either side of the project. Any facilities identified during the review will be assessed and their potential impact on the project discussed in a technical memo. The memo will be included as an appendix to the NEPA document, with the findings summarized in the main body of the NEPA document.

- 1.11 Documentation and Revisions. Consultant will complete the CE Form, including Project Description, Purpose and Need Statement, project maps, and other supplemental information such as resource agency correspondence. Consultant will submit the Form and attachments to the Client and NDOR for review and approval. Consultant will address Client, NDOR and FFWA comments and prepare revisions to the Form. We are assuming one set of comments from each agency and then resubmit the Form. Consultant will prepare the Green Sheet for the project.
- 1.12 Property Access. Consultant document in the CE Form how access to residents will be maintained and the restrictions. This task will include creation of exhibits for the CE form.

2. Topographic Survey. The topographic survey will be completed for the project corridor in accordance with current NDOR survey specifications.

- 2.1 Survey Limits. The consultant will collect topographic survey data within the following limits:

- Capital Avenue right of way from Webb Road to Locust Street including the Broadwell Avenue intersection.
- Shoot 200' south on each side street and 500' north and south on Broadwell Avenue. Shoot 100' south on alleys.
- The survey limits for Capital Avenue and all side streets shall extend beyond the right of way 25' on each side including shooting the front face of houses and driveways to the garages.
- The survey will extend beyond the right of way on the north side to the mature tree line and extend into the Veterans Home, VFW, and Veterans Memorial Park 100' beyond the right of way line.
- Ditches and culverts will be identified and surveyed along their flow lines.
- Survey all existing storm sewer.

- 2.2 Base Map Preparation. Consultant will create the base maps using the topographic survey data.
- 2.3 Horizontal and Vertical Control. The consultant will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature.
- Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
 - Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.
- 2.4 Section Corners and Property Pins. The consultant will locate necessary section corners, quarter-section corners, and property corners for use in drafting existing right-of-way and property lines.
- 2.5 Existing Utilities. The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evidence in the field and utility locator's markings. This includes water main, sanitary sewer force main, gas mains (2), traffic signal equipment, and communication cables (2).
- 2.6 Locate Encroachments. The consultant will shoot any sprinkler heads, fences, or signs in the street right of way.
3. Preliminary Engineering. This task includes completing the preliminary design for the project.
- 3.1 Data Collection and Review. For gathering, reviewing and organizing data for the project.
- 3.2 Note Reduction/Preliminary Plotting. This task will include the effort for gathering data to create the existing topography file to use for preliminary design. This includes incorporating as-built information for the water main and sanitary sewer force main.
- 3.3 Traffic Study. The Consultant will conduct a traffic analysis for the study corridor for both the existing conditions and for the Design Year 2035 traffic conditions. The future year analysis will be used to determine capacity, required lane configurations, and storage length needs at the study intersections for the proposed project. This will also include a review of the crash history for the project corridor.
- 3.3.1 Traffic Data Collection.
The Consultant will collect AM, Midday, and PM peak period turning movement counts (7AM-9 AM, 11AM-2PM, and 3PM-6PM) at the following intersections. The City will provide 24 Hour Traffic Counts.
- Capital Avenue & Webb Road
 - Capital Avenue & Custer Avenue
 - Capital Avenue & Lafayette Avenue
 - Capital Avenue & Broadwell Avenue
- The City will provide 24 Hour Average Daily Traffic Count data.
- 3.3.2 Existing Conditions Analysis
Intersection capacity analysis will be performed on the four study intersections with existing geometry for the AM, Midday and PM peak hour periods. This will provide a baseline of roadway network operations for comparison purposes. As part of the existing conditions analysis, traffic signal warrants (if necessary) will be completed.
- 3.3.3 Crash Analysis

The Consultant will prepare a three (3) year safety/crash analysis of the existing conditions. This will consist of the creation of crash diagrams, a review of collisions and safety issues in the study area, the potential reasons/causes of them, and potential improvements in the proposed design to address these concerns. The City will supply crash history.

3.3.4 Traffic Projections

The Consultant will develop traffic forecasts for the corridor to the study horizon year of 2035. Projections will be completed utilizing historical traffic counts in the area, and current ADT traffic projections provided by the City of Grand Island Regional Planning Director. Once ADT projections are completed the consultant will develop AM, Midday and PM peak hour traffic data for the 2035 horizon year. Additionally, pedestrian and bicycle volume forecasts for the new trail link along Capital Avenue will be completed. Trail volume projections will be based upon historic trail counts on other pedestrian facilities in the City, existing and proposed land use in the vicinity and from City input.

3.3.5 Future Traffic Analysis

Intersection capacity analysis will be performed on the four study intersections utilizing 2035 peak hour traffic count data. As part of the future year analysis traffic signal warrants (if necessary) will be completed. Forecast pedestrian traffic utilizing trail. A Capital Avenue roadway corridor analysis will also be completed with the task to ensure the future roadway section has adequate capacity.

3.3.6 Final Corridor and Intersection Geometrics Recommendations

Based on the results of the intersection capacity analysis, traffic control evaluations, crash analysis and horizon year traffic projections, the Consultant will recommend appropriate improvements to all legs of study intersections and confirm the proposed roadway corridor cross-section. The analysis will include turn lane locations and lengths, U-turn movements for passenger vehicles, sidewalk ramp locations, and turning movement radii based on the design vehicle. In addition, potential access management improvements for the corridor will be presented.

3.3.7 Study Documentation

Upon completion of the traffic analysis the Consultant will prepare a report, to be reviewed by the RC, that contains graphics as needed to reflect the recommendations, geometrics, and design alternatives studied.

3.4 Intersection Traffic Signal Design. Based on the results of the intersection analysis or as directed by the RC, the Consultant shall prepare traffic signal plans at intersections as warranted. Tasks included in this work are traffic signal removal plans for existing signal, all preliminary and final design sheets and submittal needs, quantities and cost estimates as required for each submittal, and any required special provision writing. Plan development includes wiring, conduit design & layout, signal pole design, pedestrian crossing, and controller layout. This time includes coordinating with city staff. It also includes details on construction phasing the signal construction and removal which includes time for temporary signal plan development. At this time traffic signal design is anticipated at the following intersection with this project:

- Capital Avenue & Broadwell Avenue

3.5 Pedestrian Signal Design. Based on the results of the traffic analysis along the corridor or as directed by the RC, the Consultant shall prepare design plans for a mid-block pedestrian signal on the west end of the project corridor. Tasks included in this work are evaluation and final decision on proper crossing location, all preliminary and final design tasks, quantities and cost estimates as required for each submittal, and any required special provision writing. Plan development includes wiring, conduit design & layout, signal pole design, pedestrian signal, and controller layout. Due to relative newness of the HAWK signal, time is included in this task for investigating operational and safety concerns experienced by other

communities and to help City officials with planning for operation and maintenance.

- 3.6 Traffic Signal Interconnect Design. For purposes of improved traffic signal coordination and traffic flow along the corridor, signal interconnect will be designed along the corridor from Webb Road to Broadwell Avenue. This design is expected to consist of 2" conduit and 7/C copper interconnect cable and will connect signal at Webb Road, the mid-block pedestrian signal and Broadwell Avenue.
- 3.7 Roadway Horizontal Alignment. This task includes the design and drafting of the horizontal alignment(s) and/or adjustment of alignment(s). This task includes development of the Horizontal Control Sheet.
- 3.8 Roadway Vertical Alignment. This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s). Assume this task develop of 12 plan & profile sheets.
- 3.9 Roadway Cross-Sections. Develop the templates necessary to process cross sections and develop the cross sections sheets. Assume 24 sheets.
- 3.10 Earthwork. Process the earthwork for each alignment, including any extra earthwork due to frontage roads, large driveways, and any other cause for earthwork.
- 3.11 Roadway Geometric Design. This task includes the geometric design of all roadway alignments, intersections, driveways, etc., which includes setting up all the geometric sheets for the project and labeling. Labeling the geometric points with Station and Offsets will not be completed in this phase. This task includes development of points and grades at each intersection and all tie-in points to existing roadway sections. We are assuming 12 geometric, joint, and grade sheets.
- 3.12 Drainage Design.
 - 3.12.1 Review old drainage studies.
 - 3.12.2 Compute roadway drainage area size and Q for a 5 year and 10 year storms.
 - 3.12.3 Evaluate the capacity of the 48" storm sewer trunk line and Capital Avenue outfall for a 5 and 10 year storms. This evaluation includes determining the flows from the Broadwell Avenue, Custer Avenue and Highway 281 drainage corridors that outlet into the Capital Avenue Outfall ditch.
 - 3.12.4 Determine the gutter capacity.
 - 3.12.5 Size the storm sewer.
 - 3.12.6 Develop a drainage map and memo.
- 3.13 Storm Sewer Design. This task includes the effort to complete the storm sewer design and draft the appropriate storm sewer plan data on the Drainage (12) sheets and Storm Sewer Profile (8) sheets respectively. We are assuming only the storm sewer laterals will be required and not new storm sewer trunk lines. The consultant will follow NDOR's Drainage Design & Erosion Control Manual. If additional storm sewer trunk line is required, supplemental agreement will be completed for these additional design services. We are assuming that the NDOR will complete the box culvert extension.
- 3.14 Street Lighting Design. This task includes the design of street lighting, lighting construction plan sheets, locate power supply, lighting calculations, and electrical details.
- 3.15 Construction and Removal. Development of separate Removal (12) plan sheets and Construction (12) plan sheets with appropriate notes detailing construction and removal items not specifically identified elsewhere in the this scope. Assume no retaining walls will be required.

- 3.16 Limits of Construction. The Consultant will define and draft the limits of construction on the plan sheets. These limits will be used to determine environmental impacts.
- 3.17 Utility Coordination / Verification. The Consultant will draft utilities on the plans that weren't included in the preliminary plotting and for coordination with the utilities to verify the location and type of utility. The consultant will develop profiles for the existing sanitary sewer force main, water main, storm sewer, and natural gas lines (2). These profiles will be utilized to identify conflicts in the roadway cross sections. In addition, the Consultant will coordinate and schedule Utility meetings (5) to identify and work through potential conflicts identified in the preliminary plans. If additional services are required for design of reconstructing the water main and sanitary sewer force main, a supplemental agreement will be completed for these services.
- 3.18 Construction Phasing. The Consultant will prepare plans showing construction phasing, temporary construction, and completed construction. A preliminary Construction Phasing Strip Map will be created for the Public Information Meeting.
- 3.19 Aerial / Wetland Plan. The Consultant will prepare aerial photo sheets showing any delineated wetlands, impacted wetlands and/or channels, and mitigation sites, if applicable. Assume 6 Aerial Plan sheets.
- 3.20 Quantities. Develop and tabulate all of the preliminary quantities. Quantities will be submitted to the Client for each submittal, including the Plan-in-Hand, 90% Design and Final Design, using NDOR standard bid items and NDOR quantities forms. Estimates will be prepared by NDOR.
- 3.21 Typical Sections/Details. This includes design and drafting the typical sections and two general information sheets of miscellaneous details.
- 3.22 Plan-in-Hand Meeting Report. Schedule and attend a plan-in-hand meeting with the key stakeholders to review the forty (40) percent roadway design plans. The Consultant will prepare and submit a Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design.
- 3.23 Right-of-Way Design. The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way.
- 3.23.1 Existing Right-of-Way Base. This task involves collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. The Client will provide the Consultant with the title information for the properties requested.
- 3.23.2 Proposed Right-of-Way. The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to 35 tracts associated with this project.
- 3.23.3 Right-of-Way Strip Map. The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way associated with this project. Preliminary right-of-way ownerships, easements and takings will also be tabulated and shown on the sheets.
- 3.23.4 Title Searches. The consultant shall provide title searches to verify ownerships for the project.

- 3.23.4 Additional Right of Way Services. Legal surveys and easement exhibits, appraisals, full title searches, and negotiation services will be amended to this contract when right of way design is complete.
- 3.24 Construction Traffic Control/Barricade Plan. The Consultant will prepare plans showing traffic control for each construction phase. This includes a detailed traffic control plan for maintaining traffic through the Broadwell Avenue intersection during construction.
- 3.25 Marking/Signing Plan. The Consultant will prepare plans showing pavement markings for traffic and pedestrian markings. A separate signing plan will be developed for the city street department to install signs.
- 3.26 Sediment and Erosion Control Sheets. Sediment and erosion control plan sheets will be developed using best management practices.
- 3.27 Bike Trail Design. This task includes horizontal and vertical design and drafting of the bike trail, evaluating different routes at the Webb Road detention cell, Veterans Home, VFW, and Memorial Park. Construction notes will be put on the Roadway Construction Sheets or separate plan and profile sheets will be developed. Cross sections will be developed for the trail.
- 3.28 Specifications & Special Provisions. The Consultant shall utilize Nebraska Department of Roads Standard Specifications supplemented by special provisions developed by the Consultant for special items. This task includes identifying standard plans and special plan requests for this project.
- 3.29 Plan in Hand Plan Submittal. Submit plans and quantity estimates at 40% to the City. Submittal of drawings shall generally follow the NDOR format.
- 3.30 90% Plan Submittals. Submit plans and estimate review sets at 90% to the City. Submittal of drawings shall generally follow the NDOR format.
- 3.31 NDOR PS&E Submittal. Submit required documents as specified in the LPA manual and address review comments.
4. Geotechnical Analysis. The Consultant shall conduct geotechnical exploration through the advancement of soil borings, testing of samples in the field and in the laboratory, and analyses of the soil conditions encountered to determine recommendations for roadway subgrade preparation and pavement design.
 - 4.1 Project Preparation
 - 4.1.1 Prior to drilling the soil borings, locations will be staked.
 - 4.1.2 Area underground utility service representatives will be contacted through the Diggers Hotline system to mark area public utilities in order to remove conflicts between drilling and utilities in accordance with State law.
 - 4.1.3 Site characteristics will also be noted and the boring location adjusted to fit the site characteristics.
 - 4.2 Soil Borings
 - 4.2.1 Soil sample boring will be obtained using a truck-mounted drilling and sampling rig. Consultant will obtain 4 soil samples.
 - 4.2.2 Undisturbed samples of cohesive soil will be obtained using a thin-walled sample tube in accordance with ASTM D1587, Standard Method for Thin-Walled Tube Sampling of Soils.
 - 4.2.3 If encountered, sand or other granular soils will be retrieved with a split-barrel sampler. Standard Penetration Test (SPT) measurements will be made during the retrieval of each split-barrel sample in accordance with ASTM D1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils to determine the relative density of the granular

materials.

- 4.2.4 Field logs of the soil types and characteristics encountered at the boring location will be recorded in the field.
- 4.2.5 Groundwater levels, if encountered within the boring depths, will be recorded at the time of drilling and after 24 hours.
- 4.2.6 The borings will be filled. Extra soil will be removed from the drill locations.

4.3 Field Log Recording, containing the following:

- 4.3.1 Thicknesses of existing fill or other disturbed soil layers will be recorded on the boring logs in the field, where encountered.
- 4.3.2 Approximate locations of changes in soil type with depth.
- 4.3.3 Groundwater levels when encountered during drilling.
- 4.3.4 Identification of the subsurface materials described in accordance with ASTM D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
- 4.3.5 And other site conditions that may affect the engineering recommendations.

4.4 Laboratory Testing of Recovered Samples

- 4.2.4 Measurements of in-place moisture content, density, shear strength, unconfined compressive strength, and soil classification will be conducted on selected clayey samples. Moisture content of selected sand samples will be measured. Consolidation potential will be measured from select samples.
- 4.2.5 Laboratory tests will be completed in accordance with ASTM procedures.

4.5 Analysis of the Test Data

- 4.5.1 Potential effects of the area groundwater level.
- 4.5.2 Roadway subgrade preparation recommendations and support parameters.

4.6 Report containing the following:

- 4.6.1 Description of site soil conditions.
- 4.6.2 Frost depth requirements for the pavement structures.
- 4.6.3 Analysis of soil to ascertain presence of potentially expensive soils.
- 4.6.4 Analyses of consolidation potential and recommendations for minimizing consolidation after construction.
- 4.6.5 Recommended types of fill and backfill soil materials and compaction requirements for support of structures and pavements.
- 4.6.5 Remedial site subsol repair actions in the case that weak or otherwise unsuitable soils are found, if necessary.
- 4.6.7 Evaluation of soil or other materials requiring excavation or replacement and methods of removal.
- 4.6.8 Erosion control recommendations.
- 4.6.9 Pavement Determination Form.

5. Public Involvement

- 5.1 Preliminary and Final Design Public Information Meeting. Consultant will assist the Client in conducting a Public Information Meeting (PIM). Prior to the meeting Consultant will work with the Client to develop a Public Involvement Plan to address public notifications, develop a database of project stakeholders and plan for the PIM, one-on-one meetings (6), or agency meetings that might be necessary. The Client will handle advertising for the meeting, and securing a suitable location for the meeting.

A public information meeting will be held following the plan in hand meeting and a second public information meeting will be conducted during the appraisals prior to negotiations.

The Consultant will create flyer for the public information meeting and will handle inviting the property owners and other stakeholders. Consultant will prepare materials for the PIM consisting of (1) aerials with the proposed improvements identifying impacts and construction easements; (2) Fact Sheet suitable for a mailer or handout at the PIM; power point presentation, rendering of HAWK signal, Minimum two proposed roadway section renderings to illustrate future conditions, and (3) Comment Form. The Fact Sheet will include the project purpose and need, summary of the project design criteria, features and relevant facts, as well as a project map.

Consultant representatives will attend the meetings and be available to address questions on environmental issues. Consultant will also take notes summarizing the general comments, and review written comments. A summary document of the public comments will be prepared. For those comments requesting/warranting a response, written responses will be drafted for NDOR review and approval prior to mailing by the Client.

5. Project Management and QC:

- 6.1 Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Client and maintain project records.
- 6.2 NDOR Coordination. This includes coordination with the Local Projects Division and the Transportation Enhancement Division.
- 6.3 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks at various stages of the study including prior to any official submittal.
- 6.4 Final Deliverables. Consultant will prepare final deliverables and submit to the Client and NDOR the electronic files and hard copies of all materials.
- 6.5 Stormwater Pollution Prevention Plan and Notice of Intent. A SWPPP and NOI will be completed in accordance with NDEQ regulations.
- 6.6 Bid Phase Services. Answer technical questions during bid advertisement directed from the NDOR.

7. Project Meetings:

- 7.1 Progress Meetings. Project staff will meet with the Client and/or NDOR for 10 progress meetings, and prepare minutes of the meetings. Assume 8 meetings will be held in Grand Island and 2 meetings in Lincoln.
- 7.2 Council Meetings (2). The Consultant shall attend 2 council meetings as requested by the City.

E. **DELIVERABLES:**

- 1. Monthly Invoices and Progress Reports
- 2. Meeting Minutes
- 3. *Categorical Exclusion Determination Form* and supporting documentation
- 4. *Hazardous Materials Review Memo*
- 5. Concurrence request letter to SHPO
- 6. *4(f) De Minimis Determination* letter and form.

7. Wetland Delineation Report
8. Biological Evaluation Letter
9. SWPPP and NOI
10. Agency concurrence letters
11. Traffic Study Report
12. Geotechnical Report
13. Drainage Design Memo
14. Pavement Determination Form
15. Public Information Meeting Exhibits, Fact Sheet, Comment Sheet
16. Summary of Public Comments, and responses to written comments
17. Engineering Design Plans
18. PS&E package
19. Hard copies of all materials and final electronic files

F. PROJECT INFORMATION FORMAT

1. Consultant will follow the State's CADD drafting procedures and guidelines in preparing plans and the wetland delineations.

G. SCHEDULE

1. Notice to Proceed: October 2011
2. 40% Plan-in-Hand: March 2012
3. Consultant Evaluation by City of Grand Island (RC): March 2012
4. Public Information Meeting: March 2012
5. Completion Date for NEPA Materials: July 2012
6. PS&E: July 2013
7. Consultant Evaluation by City of Grand Island (RC): July 2013
8. Project Letting: November 2013

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name: _____
 Project Number: URB-5436(1)
 Control Number: 42707
 Location (City/County): Grand Island, Hall County
 Consultant/Project Manager: Mat Rief
 Phone/Email: mrieff@oacconsulting.com
 LPA Responsible Charge: Scott Griepentz
 Phone/Email: scot1g@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: glen.steffensmeier@neb-raska.gov
 Date: September 15, 2011

LPA:

City of Grand Island

Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	2	\$26.94	\$4,315.88
Senior Environmental Scientist	5	\$51.60	\$3,870.00
Environmental Scientist	178	\$26.67	\$6,527.26
Assistant Environmental Scientist	120	\$18.51	\$2,221.20
Senior Engineer	821	\$42.21	\$38,875.41
Engineer	400	\$32.50	\$14,077.00
Assistant Engineer	434	\$23.09	\$10,021.06
Senior Designer/Technician	1308	\$22.27	\$29,857.62
Technician	478	\$16.65	\$9,353.40
Registered Surveyor	314	\$24.39	\$7,658.46
Administrative	127	\$27.75	\$3,535.25
TOTAL	4183		\$127,312.94

Direct Expenses:		Amount
Subconsultants		\$650.00
Printing and Reproduction Costs		\$2,056.00
Mileage/Travel		\$1,959.75
Lodging/Meals		\$286.00
Other Miscellaneous Costs		\$1,010.00
TOTAL		\$5,961.75

Total Project Costs:		Amount
Direct Labor Costs		\$127,312.94
Overhead @ 173.47%		\$220,849.73
Total Labor Costs		\$348,162.72
Fixed Fee @ 12.90%		\$44,912.00
Direct Expenses		\$5,961.75
PROJECT COST		\$399,037.44

Signature of Responsible Charge

Date

NEPA Categorical Exclusion and Preliminary Engineering Final Hours

Project Name: **Capital Avenue - Webb Rd to Broadwell Ave**
 Project Number: **URB-543W(5)**
 Contract Number: **4270T**
 Location (City, County): **Grand Island, Hall County**
 Consultant Project Manager: **Matt Rief**
 Phone/Email: **mrief@roapsonuthe.com**
 LPA Responsible Charge: **Scott Griepentrich**
 Phone/Email: **scottg@grand-island.com**
 NDOT Project Coordinator: **Gert Steffenmeister**
 Phone/Email: **gert.steffenmeister@nebraska.gov**
 Date: **September 15, 2011**

LPA:
City of Grand Island

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	SENV	ENV	SENV	SENG	ENG	AENG	SDS	TECH	SRVY	ADM	
For Engineering Services:												
1. Categorical Exclusion Document and Resource Reviews												
1.1 Resource Review			0	16	16	8					2	50
1.2 SHPO Letter			1	4	2	2		2				12
1.3 Section 5(f) / 6(f) Evaluation			16	16	32	12		12			2	90
1.4 Noise Study				50	0							70
1.5 Wetland Determination												
1.5.1 Review Existing Resources / Databases				5	2							7
1.5.2 Field Survey				8								8
1.5.3 Documentation of Findings			4	12	8					2		26
1.5.4 Mitigation Site Suitability Memorandum			1	4	4	2						11
1.5.5 40+ Nationwide Permit Application			2	16	8	4						31
1.5.6 Agency Coordination			2	8	2							12
1.6 Floodplains, Streams, and Rivers			1	2	2	2						7
1.7 Threatened and Endangered Species Review				2	4							7
1.8 Environmental Justice			4	4	4							12
1.9 Formulate				1	2	1		1				5
1.10 Hazardous Materials Review and Memo				8	2							10
1.11 Documentation and Revisions			16	8	24	16					4	68
1.12 Property Access			4	4		16		24				48
2. Topographic Survey												
2.1 Survey Limits						3			4	160	160	332
2.2 Data Map Preparation								40		20		60
2.3 Horizontal and Vertical Control										25	35	60
2.4 Section Corners and Property Pins										30	30	60
2.5 Existing Utilities										20	20	40
2.6 Locate Easements										25	25	50
3. Preliminary Engineering												
3.1 Data Collection and Review						3	8		16			32
3.2 Note Reduction/Preliminary Plotting						3	4		24			36
3.3 Traffic Analysis												
3.3.1 Traffic Data Collection								14		32		46
3.3.2 Existing Conditions Analysis							4	8		4		16
3.3.3 Crash Analysis						1	16	16		8		48
3.3.4 Traffic Projections						1	12	12				32
3.3.5 Future Traffic Analysis							4	8		4		16
3.3.6 Final Corridor and Intersection Geometrics Recommendation						1	4	4				16
3.3.7 Study Documentation						4	16	24		16	1	68
3.4 Intersection Traffic Signal Design						3	36	50		30		119
3.5 Pedestrian Signal Design						3	20	40		20		88
3.6 Traffic Signal Intersecting Design						4	10	10		32		60
3.7 Roadway Horizontal Alignment						5			24			30
3.8 Roadway Vertical Alignment						24			72			96
3.9 Roadway Cross-Sections						20			60			80
3.10 Earthwork						6			30			48
3.11 Roadway Culminate Design						12	8		80			100
3.12 Drainage Design												
3.12.1 Review old drainage studies						2	16					18
3.12.2 Compute area and drainage runoff						2	8	16				36
3.12.3 Evaluate existing system capacity						4	16	16				36
3.12.4 Determine gutter capacity						1	2	8				11
3.12.5 Size the storm sewer						4	16	24				44
3.12.6 Develop a drainage map and memo						4	8	16				28
3.13 Storm Sewer Design						8	32	60		20		120
3.14 Street Lighting Design						4	68			4	32	108
3.15 Construction and Removal						24			72			96
3.16 Limits of Construction						16			32			48
3.17 Utility Coordination / Verification												
3.17.1 Verify location and size of existing utilities						12	8		24			44
3.17.2 Develop existing water main, sanitary sewer, and gas line profiles						12	8		40	16	16	92
3.17.3 Utility Coordination Meetings (5)						15			15			30
3.18 Construction Phasing						24	8		32			64
3.19 Permit / Notices to Begin						4			16			20
3.20 Quantities/Estimates						16	8	8	40			72
3.21 Typical Sections/Details						8	4	8	24			44
3.22 Plan-in-Hand Meeting/Report						16	8		8			32
3.23 Right-of-Way Design												
3.23.1 Existing Right-of-Way Data						4			24		8	36
3.23.2 Proposed Right-of-Way						16			40			56
3.23.3 Right-of-Way Strip Map						8			40			48
3.24 Construction Traffic Control/Reversible Plan						12	61		40			100
3.25 Marking/Signing Plan						8	12	16	40			76
3.26 Sediment and Erosion Control Sheets							12	36				48
3.27 Bike Trail Design												
3.27.1 Hike/Bike and Vehicle Rightway Usage						16			40			56
3.27.2 Construction Plans						8			20			28

NEPA Categorical Exclusion and Preliminary Engineering Final Hours

Project Name: **Capital Avenue - Webb Rd to Broadwell Ave**
 Project Number: **URB-5434(5)**
 Cost No: **42707**
 Location (City County): **Grand Island, Hall County**
 Consultant Project Manager: **Matt Reel**
 Phone/Email: **mreel@hcrconsulting.com**
 LPA Responsible Charge: **Scott Griepentoch**
 Phone/Email: **scottg@grand-island.com**
 NDOR Project Coordinator: **Gen Steffensmeier**
 Phone/Email: **gen.steffensmeier@nebraska.gov**
 Date: **September 15, 2011**

LPA:

City of Grand Island

TASKS	PERSONNEL CLASSIFICATIONS**											
	DB	SENV	ENV	AEENV	SENG	ENG	AEENG	SDES	TECH	SEVY	ADM	Total
For Engineering Services:												
3.27.2 Gr 60 Editions					0			20				20
3.28 Specifications & Special Provisions					24	8						32
3.29 Plan in Hand Plan Submittal					4	2		12			2	20
3.30 90% Plan Submittal					8	4		24			2	38
3.31 NDOR FS & IE Submittal					22	8		32			4	76
4. Geotechnical Analysis												
4.1 Project Preparation					2			4				6
4.2 Soil Borings								10	10			20
4.3 Field Log Recording the following								4				4
4.4 Laboratory Testing of Recovered Samples									12			12
4.5 Analysis of the Test Data					2		6					8
4.6 Report					3		12					20
5. Public Involvement												
5.1 Preliminary & Final Design Public Information Meeting												
5.1.1 One-on-One Meetings (6)					16			16				32
5.1.2 Public Meeting #1 Preparation		2			24	4		32			32	94
5.1.3 Public Meeting #1		6			10			6			6	28
5.1.4 Public Meeting #1 Recap					16			8			8	32
5.1.5 Public Meeting #2 Preparation					24	4		24			32	88
5.1.6 Public Meeting #2					10			4				14
5.1.7 Public Meeting #2 Recap					12			6			4	22
6. Project Management and QC												
6.1 Project Management		24			124						24	152
6.2 NDOR Coordination					12							12
6.3 Quality Assurance/Quality Control		48										48
6.4 Final Deliverables					10			24			6	40
6.5 Stormwater Pollution Prevention Plan and Notice of Intent					2	6	16					24
6.6 Bid Phase Services					3							3
7. Progress Meetings												
7.1 Progress Meetings		8	2		26	8		20				64
7.2 Council Meetings (2)					3							3
Total Hours	72	75	178	120	321	490	434	1,206	475	314	127	4,333
Total Days (8 hrs)	9.0	9.4	22.3	15.0	115.1	57.5	54.3	150.8	59.5	39.3	15.9	547.9

CLASSIFICATIONS**

PR = Principal
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist
 AEENV = Assistant Environmental Scientist
 SENG = Senior Engineer
 ENG = Engineer
 AEENG = Assistant Engineer
 SDES = Senior Designer/Technician

TECH = Technician
 SEVY = Registered Surveyor
 ADM = Administration

**For Project Manager, use one of the above technical classifications.

**For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.

EXHIBIT "C "

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage.
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect
Consultant from loss associated with the work. Also, Consultant shall have at a
minimum the insurance described below:

General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent) (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VIII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancellation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854
- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Principal			
Randy Kessler		\$65.40	50.0%
Tom Likam	Team Leader	\$54.47	50.0%
		Blended Rate:	\$59.94
Senior Environmental Scientist			
Joan Carling		\$51.60	100.0%
		Blended Rate:	\$51.60
Environmental Scientist			
Deanna Pulse		\$29.51	25.0%
Keith Hootson		\$41.10	35.0%
Bill Fritz		\$37.27	40.0%
		Blended Rate:	\$36.67
Senior Engineer			
Matthias	Senior Project Engineer	\$42.59	90.0%
Andrew Phillips	Geotech Engineer	\$38.87	5.0%
Justin Petersen	Traffic Engineer	\$38.63	5.0%
		Blended Rate:	\$42.21
Engineer			
Tim Gaska		\$29.84	30.0%
Darin Gaska	Lighting Engineer	\$34.17	25.0%
Dave Ziska	Utility Engineer	\$35.38	20.0%
Shane King	Traffic Engineer	\$31.94	25.0%
		Blended Rate:	\$32.56
Assistant Engineer			
Evan Schmitz		\$22.77	40.0%
Caleb Stride		\$23.31	30.0%
Greg Selig		\$23.28	30.0%
		Blended Rate:	\$23.08
Senior Designer/Technician			
Zack Loomis	Roadway Designer	\$22.15	85.0%
Mike Sorgenfrei	Drill Technician	\$24.25	10.0%
Dan Krawinkel	Lab Technician	\$25.99	5.0%
		Blended Rate:	\$22.27
Assistant Environmental Scientist			
Dan McNeil		\$18.51	100.0%
		Blended Rate:	\$18.51
Technician			
Nash Jones	Survey Technician	\$19.09	70.0%
Dustin Huffman	Drill Technician	\$17.50	10.0%
Ryan Weints	Traffic Technician	\$15.45	10.0%
Ronan Riva	Lighting Technician	\$17.83	10.0%
		Blended Rate:	\$19.25
Registered Surveyor			
Jai Andrie		\$30.67	20.0%
Janice Hunt		\$27.84	80.0%
		Blended Rate:	\$29.39
Administration			
Erik Cederlund	Administrative Assistant	\$16.63	25.0%
Lisa Soltry	Public Information	\$22.12	75.0%
		Blended Rate:	\$20.78

¹ If you actual employee classification as designated by firm.

² Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

Consultant Independent Cost Estimate
Labor Rates

Exhibit D

FEES AND PAYMENTS

EXHIBIT "E"

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$44,912.99, as defined in paragraph E of this section, and up to a maximum amount of \$354,124.45 for actual costs as defined in paragraph F of this section. The total agreement amount is \$399,037.44. Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- B. The Consultant shall require the subconsultants (if applicable) to notify them if at any time they determine that their costs will exceed their estimated actual costs. The Consultant shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the LPA. The Consultant is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the Consultant unless the LPA and FHWA (when applicable) have given prior written approval.
- C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. Final payment will be based on an audit to be performed by the State at the conclusion of the work.
- E. Fee for profit is computed upon the direct labor costs and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. The Fee for profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit rate of "12.90%".
- F. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
- (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
- (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan.

- (b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
- (2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items.

A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

- (a) The reimbursement for vehicle mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. For vehicle mileage associated with the use of a privately owned vehicle (POV), reimbursement is limited to the lesser of:
- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
 - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fare will be actual reasonable cost giving the State all discounts.
- (c) The reimbursement for meal and lodging rates shall be the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portals/category/103120>

- (1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- (a) Employee is required to depart at or before 6:30 a.m., or
- (b) Employee is on overnight travel.

Lunch:

- (a) Employee must be on overnight travel. No reimbursement for same day travel.
- (b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- (c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- (b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the rate indicated in (c) above. When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If

a particular year's actual overhead has not yet been computed or approved by the State, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

- G. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fee for profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed. Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/rfp.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA determines that the work submitted is satisfactory.

- H. Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:
1. Project name/location, project number, control number, service provided, and agreement number.
 2. All the work under this agreement has been completed and all requirement deliverables have been submitted to the satisfaction of the LPA.
 3. There are no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

- I. Upon determination that the work was adequately substantiated and satisfactory payment will be made in the amount of 100 percent of the billed actual costs and fee for profit. Upon acceptance by the LPA and the State, a final audit of all invoiced amounts will be completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.
- J. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement under this agreement. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies at the State's expense.
- K. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

RESOLUTION 2011-283

WHEREAS, by Resolution 2011-124 Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Capital Avenue Widening – Webb Road to Broadwell Avenue Project; and

WHEREAS, the City of Grand Island solicited proposals for engineering consulting services for such project; and

WHEREAS, the City of Grand Island and Olsson Associates of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Omaha, Nebraska for engineering consulting services related to the Capital Avenue Widening – Webb Road to Broadwell Avenue Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G31

**#2011-284 - Approving Annual Report by the Citizens' Review
Committee on the Economic Development Program Plan**

This item relates to the aforementioned Public Hearing item E-12.

Staff Contact: Mark Stelk, Chairman CRC

RESOLUTION 2011-284

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §2-110 require a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on September 27, 2011; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual report of the Citizens Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G32

**#2011-285 - Approving Continuation of Water Main District #457 -
Pioneer Blvd. - Ordinance #9300**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Continuation of Water Main District #457 – Pioneer Boulevard & Commerce Avenue - Ordinance #9300

Item #'s: G-32

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 457 was created at the request of area residence to provide municipal water service to the area. The district will serve the properties along Pioneer Boulevard and Commerce Avenue

Discussion

The proposed project would install an 8" diameter water main and service lines within the district. The work would be done as an assessment district, which is the Utility Department's standard method for installing water lines when a petition is received. The eligible construction costs will be charged to the property owners within the district's boundary. Assessments will be collected over a five year period, at 7% simple interest on the unpaid balance.

All owners of record title within the district's boundary were notified of this information and had 30 days to submit objection to the project. The protest period for District #457 ended at 5:00 p.m., September 16, 2011. Protests received represented 32.06% of the front footage of the district.

Since less than 50% of the land owners protested the creation of the district, the district may be continued by Council, per Nebraska Statute, 16.667.01, R.R.S. 1943.

Attached for reference is a plat indicating the district's boundaries and the protests received.

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 continue Water Main District #457 along Pioneer Boulevard and Commerce Avenue.

Sample Motion

Move to approve the continuation of Water Main District #457 along Pioneer Boulevard and Commerce Avenue.

WMD	Owner Name	Owner Address	Renter Address	Lot	Block	Subdivision / Section	Legal	Frontage	Square Footage	For	Against
457	Marvin D. & Judith M. Lambertus	2409 Pioneer Blvd.				Part SW 1/4, NW 1/4, Sec 28-11-9		157.40	59,339.80		
457	Gary R. & Ellen M. Mader	2413 Pioneer Blvd.		1		Bonney Sub		98.07	21,352.70		y
457	Gary R. & Ellen M. Mader			3		Bonney Sub		93.33	34,349.20		y
457	Herbert W. & Lanita K. Roeser	2316 Pioneer Blvd.		2		Park View 3rd Sub		566.45	74,442.84		
457	Myrl L. Wieland	2019 Pioneer Blvd.		3	A	Park-View Sub		107.40	40,339.44		y
457	James F. Crisel	2103 Pioneer Blvd.		4	A	Park-View Sub		107.40	40,339.44		y
457	John T. & Kathryn A. Kluska	2107 Pioneer Blvd.		5	A	Park-View Sub		107.40	40,339.44		y
457	City of Grand Island	Parkview Well #1	2111 Pioneer Blvd.	6	A	Park-View Sub		107.40	40,339.44		
457	Jeffrey H. & Denelda C. Spease	2115 Pioneer Blvd.		7	A	Park-View Sub		107.40	40,339.44		
457	Bank of New York Mellon	400 National Way	2203 Pioneer Blvd.	8	A	Park-View Sub		107.40	40,339.44		

457	John & Jennifer Gannon	2207 Pioneer Blvd.			9	A	Park-View Sub		107.40	40,339.44		y	?????
457	Daniel R. & Sara A. Cox	2211 Pioneer Blvd.			10	A	Park-View Sub		107.40	40,339.44		y	?????
457	Randy L. & Jan E. Dye	2305 Pioneer Blvd.			11	A	Park-View Sub		107.40	40,339.44			
457	Robert G. & Judy A. Eversoll	2315 Pioneer Blvd.			12	A	Park-View Sub		107.40	40,339.44			
457	Myron R. & Margaret E. Berggren	2317 Pioneer Blvd.			13	A	Park-View Sub		107.40	40,339.44		y	?????
457	Neil D. & Jacqueline J. Stoecker	2401 Pioneer Blvd.			14	A	Park-View Sub		107.40	40,339.44		y	?????
457	Ronald R. Ruhe & Marilyn Haith	2403 Pioneer Blvd.			15	A	Park-View Sub		107.40	40,339.44			
457	Arlene Fischer c/o Robert Fischer	10009 E. 83rd Street	2405 Pioneer Blvd.		16	A	Park-View Sub		107.40	40,339.44			
457	Joel B. & Melanie L. Garrett	2407 Pioneer Blvd.			17	A	Park-View Sub		107.40	40,339.44			
457	JayneA. Decker	2018 Pioneer Blvd.			5	B	Park-View Sub		107.40	18,709.08		y	?????

457	Darrel R. Olson	2102 Pioneer Blvd.			7	B	Park-View Sub			107.40	18,645.54			
457	David J. & Jamie J. Parr	2106 Pioneer Blvd.			9	B	Park-View Sub			107.40	18,613.76			
457	Brandon K. Warner	2110 Pioneer Blvd.			11	B	Park-View Sub			107.40	18,581.99			
457	Laura J. Johnson	1146 S. Vine Street		2114 Pioneer Blvd.	13	B	Park-View Sub			107.40	18,550.22			
457	Daniel J. & Sandra J. Hostler	2202 Pioneer Blvd.			15	B	Park-View Sub			107.40	18,518.45			
457	John W. & Wanda M. Sargent	2206 Pioneer Blvd.			17	B	Park-View Sub			107.40	18,486.68			
457	Branden D. & Gretchen L. Wagner	2210 Pioneer Blvd.			19	B	Park-View Sub			107.40	18,454.90			
457	Herbert W. & Lanita K. Roeser				21	B	Park-View Sub			107.40	18,423.13			
457	Sharon A. Smaha	2416 Pioneer Blvd.			1	D	Park-View Sub			267.30	22,815.71		y	
457	Steven D. & Lynda G. Gratoop	2412 Pioneer Blvd.			2	D	Park-View Sub			188.90	32,906.38			

457	Dean L. & Shirley D. Carsten	2414 Pioneer Blvd.			3	D	Park-View Sub		188.90	33,038.61	y	?????
457	Tiffany B. Pendergraft/c/o Shore Mortgage	PO Box 970	2418 Pioneer Blvd.		5	D	Park-View Sub		106.80	40,349.04		
457	Roger Krollkowski	2417 Commerce Ave			6	D	Park-View Sub		106.80	40,349.04		
457	Steven D. & Lynda G. Grattopp				PT 4	D	Park-View Sub	S. 8.5' Lot 4, Blk D, Park-View Sub	8.50	1,484.10		
457	Lawrence D. & Kristine A. Coates	PO Box 235	2410 Pioneer Blvd.		PT 4	D	Park-View Sub	N. 180.4' Lot 4, Blk D, Park-View Sub	180.40	31,497.84		
457	Frederick W. Rauch, Jr.	2419 Pioneer Blvd.			1	E	Park-View Sub		158.80	60,367.82		
									4,699.25	1,224,368.43	???????	
									? Ż1 WŻ1G?!			

RESOLUTION 2011-285

WHEREAS, Water Main District No. 457 was created by Ordinance No. 9300 on August 9, 2011; and

WHEREAS, notice of the creation of such water district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that is the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within 30 days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on September 16, 2011; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 457 which represented 32.06% of the total district front footage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Water Main District No. 457, and such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G33

**#2011-286 - Approving Continuation of Water Main District #459 -
Park Drive - Ordinance #9301**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Continuation of Water Main District #459 – Park Drive - Ordinance #9301

Item #'s: G-33

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 459 was created at the request of area residence to provide municipal water service to the area. The district will serve the properties along Park Drive.

Discussion

The proposed project would install an 8” diameter water main and service lines within the district. The work would be done as an assessment district, which is the Utility Department’s standard method for installing water lines when a petition is received. The eligible construction costs will be charged to the property owners within the district’s boundary. Assessments will be collected over a five year period, at 7% simple interest on the unpaid balance.

All owners of record title within the district’s boundary were notified of this information and had 30 days to submit objection to the project. The protest period for District #459 ended at 5:00 p.m., September 16, 2011. Protests received represented 41.12% of the front footage of the district.

Since less than 50% of the land owners protested the creation of the district, the district may be continued by Council, per Nebraska Statute, 16.667.01, R.R.S. 1943.

Attached for reference is a plat indicating the district’s boundaries and the protests received.

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 continue Water Main District #459 along Park Drive.

Sample Motion

Move to approve the continuation of Water Main District #459 along Park Drive.

459	Earl K. & Lazetta J. Barnes	2423 Park Drive			3	C	Park-View Sub		106.80	18,572.52		X	106.80
459	George H. & Kathryn L. Ferris	2425 Park Drive			5	C	Park-View Sub		106.80	18,572.52		X	106.80
459	Chad L. & Leslie M. Smith	2427 Park Drive			7	C	Park-View Sub		106.80	18,572.52			
459	Greg S. & Angela M. Lehechka	2429 Park Drive			9	C	Park-View Sub		106.80	18,572.52			
459	Leslie Dean & Teresta V. Westover	2503 Park Drive			11	C	Park-View Sub		106.80	18,572.52			
459	Donald A. & Cheri A. Schwieger	2505 Park Drive			13	C	Park-View Sub		106.80	18,572.52			
459	K & B Aircraft Leasing Services, Inc.	5266 Cherokee Avenue	2507 Park Drive		15	C	Park-View Sub		106.80	18,572.52			
459	Secretary of Housing & Urban Development	451 7th Street SW	2509 Park Drive		17	C	Park-View Sub		106.80	18,572.52			
459	Brian J. & Lisa C. Degen	2511 Park Drive			19	C	Park-View Sub		106.80	18,572.52		X	106.80
459	Brian J. & Lisa C. Degen	2511 Park Drive			21	C	Park-View Sub		106.80	18,572.52		X	106.80

459	Steven R. & Mary M. Mettenbrink	2515 Park Drive		23	c	Park-View Sub		106.80	18,572.52			
459	Douglas A. & Cheryl A. Ward	2517 Park Drive		25	C	Park-View Sub		106.80	18,572.52	X		106.80
459	Donald P. & Patricia D. Whelan	2519 Park Drive		27	C	Park-View Sub		106.80	18,572.52			
459	Robert L. & Roxanne L. Lathen	2521 Park Drive		29	C	Park-View Sub		106.80	18,572.52		X	106.80
								2,601.40	453,057.48			1,069.80
										% of Protest		41.12%

RESOLUTION 2011-286

WHEREAS, Water Main District No. 459 was created by Ordinance No. 9301 on August 9, 2011; and

WHEREAS, notice of the creation of such water district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that is the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within 30 days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on September 16, 2011; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 459 which represented 41.12% of the total district front footage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Water Main District No. 459, and such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G34

**#2011-287 - Approving Continuation of Water Main District #460 -
Grand Avenue, Riverview Drive, and August Street - Ordinance
#9302**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Continuation of Water Main District #460 – Riverview Drive, Grand Avenue, and August Street - Ordinance #9302

Item #'s: G-34

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 460 was created at the request of area residence to provide municipal water service to the area. The district will serve the properties along Riverview Drive, Grand Avenue, and August Street.

Discussion

The proposed project would install an 8” diameter water main and service lines within the district. The work would be done as an assessment district, which is the Utility Department’s standard method for installing water lines when a petition is received. The eligible construction costs will be charged to the property owners within the district’s boundary. Assessments will be collected over a five year period, at 7% simple interest on the unpaid balance.

All owners of record title within the district’s boundary were notified of this information and had 30 days to submit objection to the project. The protest period for District #460 ended at 5:00 p.m., September 16, 2011. Protests received represented 38.63% of the front footage of the district.

Since less than 50% of the land owners protested the creation of the district, the district may be continued by Council, per Nebraska Statute, 16.667.01, R.R.S. 1943.

Attached for reference is a plat indicating the district’s boundaries and the protests received.

Alternatives

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

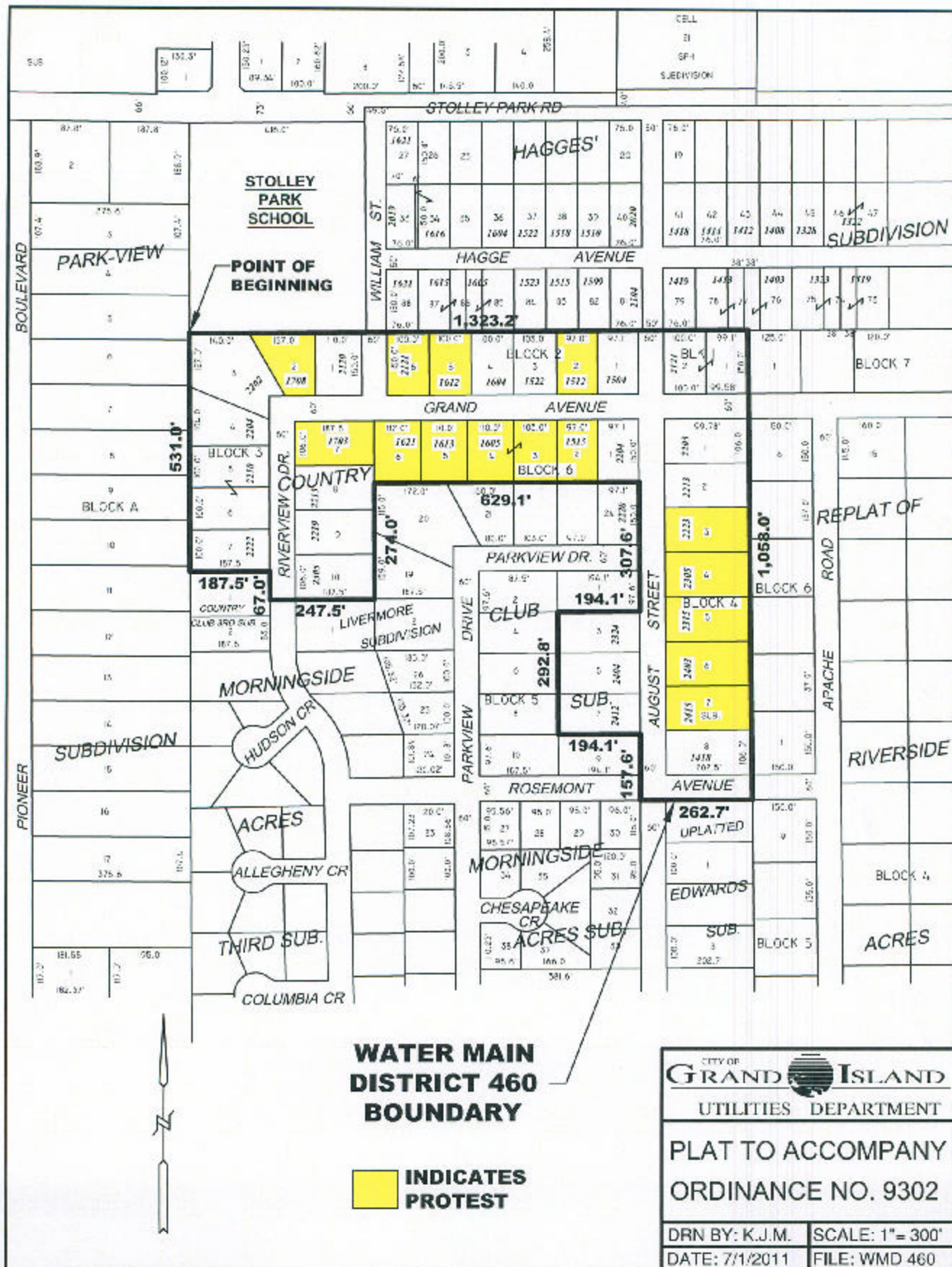
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council continue Water Main District #460 along Riverview Drive, Grand Avenue, and August Street.

Sample Motion

Move to approve the continuation of Water Main District #460 along Riverview Drive, Grand Avenue, and August Street.



WMD	Owner Name	Owner Address	Renter Address	Lot	Block	Subdivision / Section	Legal	Frontage	Square Footage	For	Against
450	Clayton L. & Jeanette M. Hansen	2121 S. August Street		1	1	Country Club Sub		99.58	14,911.20		
450	Clayton L. & Jeanette M. Hansen	2121 S. August Street		2	1	Country Club Sub		250.00	15,010.30		
450	Floyd J. & Elgene R. Rockwell	1504 Grand Avenue		1	2	Country Club Sub		247.10	14,575.10		
450	Duane D. & Courtney S. Fuller	1512 Grand Avenue		2	2	Country Club Sub		97.00	14,560.10	X	97.00
460	Jimmy R. Vann	1522 Grand Avenue		3	2	Country Club Sub		103.00	15,460.80		
460	Kenneth E. & Marrell L. VanHousen	1604 Grand Avenue		4	2	Country Club Sub		100.00	15,010.50		
460	Kimberly K. Fritz	1612 Grand Avenue		5	2	Country Club Sub		100.00	15,010.60	X	100.00
460	Dana L. Traudt	2121 William Street		6	2	Country Club Sub		100.00	15,010.60	X	100.00
460	J & B Rentals	PO Box 1042	2120 William Street	1	3	Country Club Sub		110.00	16,511.80		
460	LoVerne J. Webb	1708 Grand Avenue		2	3	Country Club Sub		72.00	17,187.30	X	72.00

460	Shawn & Tanya Clark	2202 Riverview Drive		3	3	Country Club Sub		92.50	30,396.90		
460	Edwin L. & Becky L. Whipple	2204 Riverview Drive		4	3	Country Club Sub		62.00	18,951.20		
460	Gloria J. Thesewitz	2210 Riverview Drive		5	3	Country Club Sub		100.00	18,753.60		
460	Gloria J. Thesewitz	2210 Riverview Drive		6	3	Country Club Sub		100.00	18,753.60		
460	Michelle J. Hyatt	2222 Riverview Drive		7	3	Country Club Sub		100.00	187,763.60		
460	David L. & June M. Prokesh	2203 S. August Street		1	4	Country Club Sub		305.78	21,207.10		
460	Michael J. & Deborah L. Delvaux	2213 S. August Street		2	4	Country Club Sub		106.00	21,244.90		
460	William & June Urbanek	25163 Marion Avenue, Lot 45 Punta Gorda, FL 33950	2223 S. August Street	3	4	Country Club Sub		106.00	21,281.10	X	106.00
460	Richard P. & Phyllis O. Newhouse	2305 S. August Street		4	4	Country Club Sub		106.00	21,317.20	X	106.00
460	Larry C. & Debra K. Wilkerson	2315 S. August Street		5	4	Country Club Sub		106.00	21,353.40	X	106.00

460	Thomas J. & Dianne L. Dunning	2403 S. August Street			6	4	Country Club Sub		106.00	21,389.60		X	106.00
460	Mary A. Huebner	2415 S. August Street			7	4	Country Club Sub		106.00	21,425.70		X	106.00
460	Paul F. & Connie L. Luther	1418 Rosemont Avenue			8	4	Country Club Sub		106.00	21,461.90			
460	David L. Thuermerle	2324 S. August Street			3	5	Country Club Sub		97.60	19,020.70			
460	Shane A. & Lisa A. Arends	2404 S. August Street			5	5	Country Club Sub		97.60	19,007.50			
460	Franklin L. Ange and Roxanne C. Smith	711 Peach Street	2412 S. August Street		7	5	Country Club Sub		97.60	18,964.40			
460	Steven R. Spearman	2204 S. August Street			1	6	Country Club Sub		247.10	14,577.20			
460	Dorothy K. Moore	1513 Grand Avenue			2	6	Country Club Sub		97.00	14,560.20		X	97.00
460	James M. & Edna J. Shelton	1605 Grand Avenue			3	6	Country Club Sub		103.00	14,460.90		X	103.00
460	James M. & Edna J. Shelton	1605 Grand Avenue			4	6	Country Club Sub		110.00	15,511.90		X	110.00

460	Betty L. Buddecke	1613 Grand Avenue			5	6	Country Club Sub		110.00	16,511.90	X	110.00
460	Gordon E. & Doris M. Cox	1621 Grand Avenue			6	6	Country Club Sub		112.00	16,812.20	X	112.00
460	Judy C. Pospisil	1703 Grand Avenue			7	6	Country Club Sub		293.50	19,948.20	X	293.50
460	Blake M. Corman	2213 Riverview Drive			8	6	Country Club Sub		106.00	19,931.50		
460	Darrell E. & Kelly S. Johnson	2219 Riverview Drive			9	6	Country Club Sub		106.00	19,914.70		
460	Robert W. Strong and Kendra K. Hays	2305 Riverview Drive			10	6	Country Club Sub		106.00	19,897.80		
										4,164.36	828,717.20	1,724.50
										% of Protest		38.63%

RESOLUTION 2011-287

WHEREAS, Water Main District No. 460 was created by Ordinance No. 9302 on August 9, 2011; and

WHEREAS, notice of the creation of such water district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that is the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within 30 days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on September 16, 2011; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 460 which represented 38.63% of the total district front footage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Water Main District No. 460, and such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G35

**#2011-288 - Approving Continuation of Water Main District #461 -
Hagge Avenue - Ordinance #9303**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Continuation of Water Main District #461 – Hagge Avenue and William Street - Ordinance #9303

Item #'s: G-35

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 461 was created at the request of area residence to provide municipal water service to the area. The district will serve the properties along Hagge Avenue and William Street.

Discussion

The proposed project would install an 8" diameter water main and service lines within the district. The work would be done as an assessment district, which is the Utility Department's standard method for installing water lines when a petition is received. The eligible construction costs will be charged to the property owners within the district's boundary. Assessments will be collected over a five year period, at 7% simple interest on the unpaid balance.

All owners of record title within the district's boundary were notified of this information and had 30 days to submit objection to the project. The protest period for District #461 ended at 5:00 p.m., September 16, 2011. Protests received represented 21.15% of the front footage of the district.

Since less than 50% of the land owners protested the creation of the district, the district may be continued by Council, per Nebraska Statute, 16.667.01, R.R.S. 1943.

Attached for reference is a plat indicating the district's boundaries and the protests received.

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

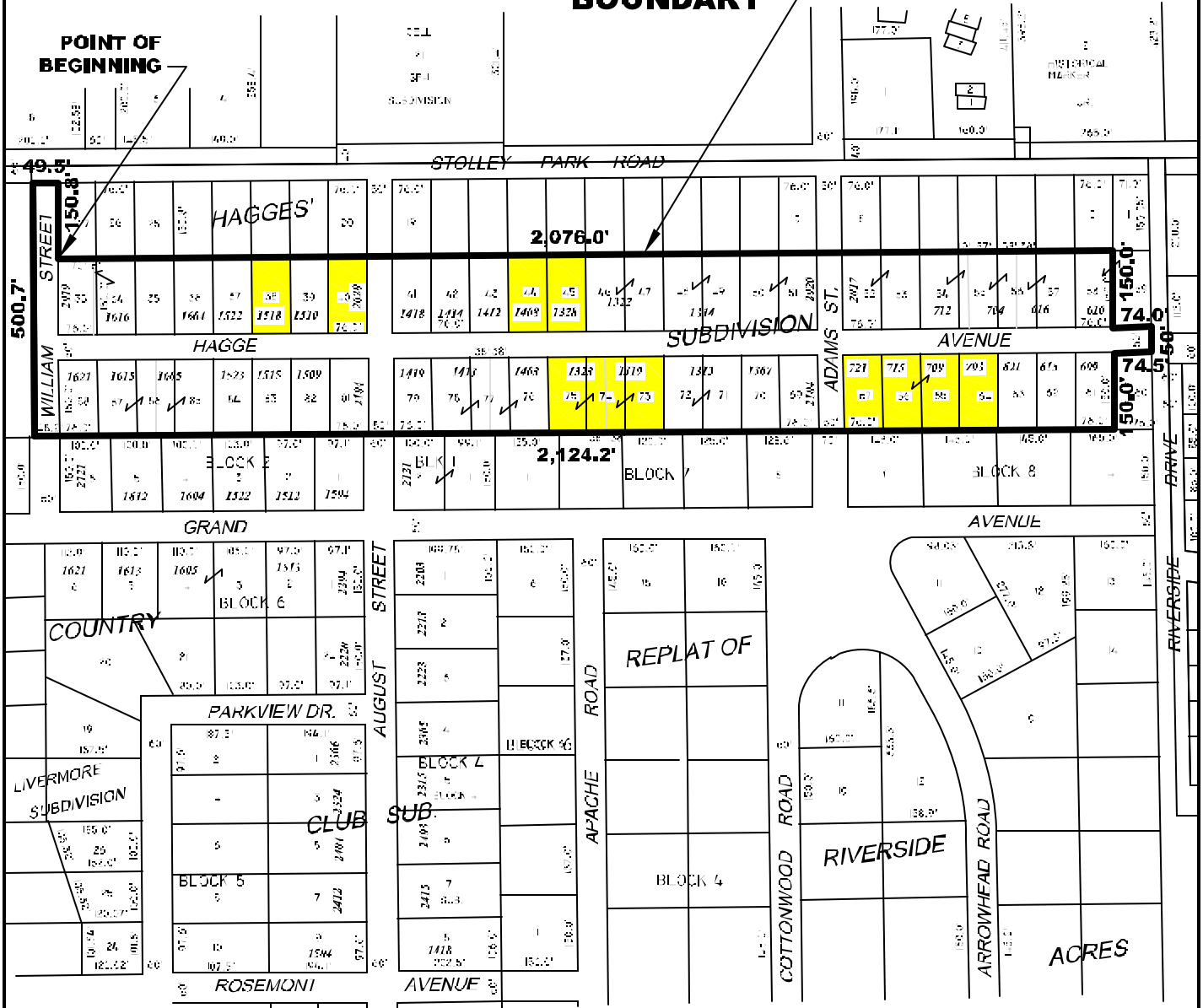
City Administration recommends that the Council continue Water Main District #461 along Hagge Avenue and William Street.

Sample Motion

Move to approve the continuation of Water Main District #461 along Hagge Avenue and William Street.

WATER MAIN DISTRICT 461 BOUNDARY

POINT OF
BEGINNING



**INDICATES
PROTEST**

CITY OF
Grand Island
UTILITIES DEPARTMENT

**PLAT TO ACCOMPANY
ORDINANCE NO. 9303**

DRN BY: K.J.M. SCALE: 1" = 300'
DATE: 7/1/2011 FILE: WMD 461

WMD	Owner Name	Owner Address	Renter Address	Lot	Block	Subdivision / Section	Legal	Frontage	Square Footage	For	Against
461	Douglas J. & Nanette P. Redman	5043 Raintree Circle	2019 William Street	33	PT	Haggess' Sub	W 70' of Lot 33, Haggess' Sub	70.00	10,500.00		
461	Pamela B. Haeussler	1604 Hagge Avenue		33	PT	Haggess' Sub	E 6' of Lot 33, Haggess' Sub	6.00	900.00		
461	Pamela B. Haeussler	1604 Hagge Avenue		34		Haggess' Sub		76.00	11,400.00		
461	Debra S. Larson Starkey	1604 Hagge Avenue		35		Haggess' Sub		76.00	11,400.00		
461	Debra S. Larson Starkey	1604 Hagge Avenue		36		Haggess' Sub		76.00	11,400.00		
461	Mauro & Ubaldino Garcia	1522 Hagge Avenue		37		Haggess' Sub		76.00	11,400.00		
461	Gregory S. O'Rourke	1518 Hagge Avenue		38		Haggess' Sub		76.00	11,400.00		X
461	Johnny P. & Peggy J. Pape	2405 Riverview Drive	1510 Hagge Avenue	39		Haggess' Sub		76.00	11,400.00		
461	Todd M. & Lana K. McCain	2020 S. August Street		40		Haggess' Sub		76.00	11,400.00		X
461	Kenneth P. & Robin G. Tesmer	1418 Hagge Avenue		41		Haggess' Sub		76.00	11,400.00		

461	Shawn A. & Angela D. Wheeler	1414 Hagge Avenue					42	Hagges' Sub			76.00	11,400.00			
461	Nicholas J. Benes	1412 Hagge Avenue					43	Hagges' Sub			76.00	11,400.00			
461	Loretta J. Broberg	1408 Hagge Avenue					44	Hagges' Sub			76.00	11,400.00		X	76.00
461	Daniel D. & Korinna J. Naranjo	1328 Hagge Avenue					45	Hagges' Sub			76.00	11,400.00		X	76.00
461	Larry L. & Louise A. Zimmerman	1322 Hagge Avenue					46	Hagges' Sub			76.00	11,400.00			
461	Larry L. & Louise A. Zimmerman	1322 Hagge Avenue					47	Hagges' Sub			76.00	11,400.00			
461	Patrick C. & Alison M. Larson	1314 Hagge Avenue					48	Hagges' Sub			76.00	11,400.00			
461	Patrick C. & Alison M. Larson	1314 Hagge Avenue					49	Hagges' Sub			76.00	11,400.00			
461	Michael L. McCarty	620 N. Diers Avenue, Ste 200				2020 S. Adams Street	50	Hagges' Sub			76.00	11,400.00			
461	Michael L. McCarty	620 N. Diers Avenue, Ste 200				2020 S. Adams Street	51	Hagges' Sub			76.00	11,400.00			

461	Robert P. & Barbara J. Fletcher	615 Hagge Avenue			62		Hagges' Sub		76.00	11,400.00			
461	Daniel J. & Lisa D. Ruzicka	621 Hagge Avenue			63		Hagges' Sub		76.00	11,400.00			
461	Donald D. Mehring	3421 State Street, Plaza 4	703 Hagge Avenue		64		Hagges' Sub		76.00	11,400.00			X
461	Janelle Brown	715 Hagge Avenue			65		Hagges' Sub		76.00	11,400.00			X
461	Janelle Brown	715 Hagge Avenue			66		Hagges' Sub		76.00	11,400.00			X
461	Prekseda Shimek	404 Woodland Drive	721 Hagge Avenue		67		Hagges' Sub		76.00	11,400.00			X
461	Dennis & Jeanette Santin	2104 S. Adams Street			69		Hagges' Sub		76.00	11,400.00			
461	Marvin L. & Pamela D. Anderser	1307 Hagge Avenue			70		Hagges' Sub		76.00	11,400.00			
461	Gerald D. & Joyce L. Bryant	1313 Hagge Avenue			71		Hagges' Sub		76.00	11,400.00			
461	Gerald D. & Joyce L. Bryant	1313 Hagge Avenue			72		Hagges' Sub		76.00	11,400.00			

461	Brooke Trimble	1509 Hagge Avenue		82		Hagges' Sub		76.00	11,400.00			
461	Carlos A. & Mirna M. Duran	1515 Hagge Avenue		83		Hagges' Sub		76.00	11,400.00			
461	James D. & Lisa L. Anderson	1523 Hagge Avenue		84		Hagges' Sub		76.00	11,400.00			
461	Michael P. & Susie L. Kully	1605 Hagge Avenue		85		Hagges' Sub		76.00	11,400.00			
461	Michael P. & Susie L. Kully	1605 Hagge Avenue		86	PT	Hagges' Sub	E 1/2 Lot 86, Hagges' Sub	38.00	5,700.00			
461	Sharon R. Graves and Stephanie A. Curry	604 E. Sunnybrook Drive	1615 Hagge Avenue	86	PT	Hagges' Sub	W 1/2 Lot 86, Hagges' Sub	38.00	5,700.00			
461	Sharon R. Graves and Stephanie A. Curry	604 E. Sunnybrook Drive	1615 Hagge Avenue	87		Hagges' Sub		76.00	11,400.00			
461	Gerrod Havel and Brett Havel	1621 Hagge Avenue		88		Hagges' Sub		76.00	11,400.00			
									3,952.00	582,300.00	836.00	
									% of Protest		21.15%	

RESOLUTION 2011-288

WHEREAS, Water Main District No. 461 was created by Ordinance No. 9303 on August 9, 2011; and

WHEREAS, notice of the creation of such water district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that is the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within 30 days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on September 16, 2011; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 461 which represented 21.15% of the total district front footage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Water Main District No. 461, and such district shall be continued and constructed according to law.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G36

**#2011-289 - Approving Continuation of Water Main District #464 -
Antelope Drive - Ordinance #9306**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Continuation of Water Main District #464 – Antelope Drive - Ordinance #9306

Item #'s: G-36

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 464 was created at the request of area residence to provide municipal water service to the area. The district will serve the properties along Antelope Drive.

Discussion

The proposed project would install a 16" diameter water main and service lines within the district. The work would be done as an assessment district, which is the Utility Department's standard method for installing water lines when a petition is received. The eligible construction costs will be charged to the property owners within the district's boundary. Assessments will be collected over a five year period, at 7% simple interest on the unpaid balance.

All owners of record title within the district's boundary were notified of this information and had 30 days to submit objection to the project. The protest period for District #464 ended at 5:00 p.m., September 16, 2011. Protests received represented 0% of the front footage of the district.

Since less than 50% of the land owners protested the creation of the district, the district may be continued by Council, per Nebraska Statute, 16.667.01, R.R.S. 1943.

Attached for reference is a plat indicating the district's boundaries and the protests received.

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 continue Water Main District #464 along Antelope Drive.

Sample Motion

Move to approve the continuation of Water Main District #464 along Antelope Drive.

E 1/2, SE 1/4
SEC. 1-10-10

**WATER MAIN
DISTRICT 464
BOUNDARY**

CITY LIMITS

NORTH LINE-
WILDWOOD SUB.

POINT OF
BEGINNING

260.0'

NE CORNER-
WILDWOOD SUB.

SECTION LINE

WILDWOOD DRIVE

LOT 1
WILDWOOD
SECOND
SUBDIVISION
LOT 2

ELK DRIVE

WILDWOOD

HISER
SUBDIVISION
LOT 1

ANTELOPE DRIVE

EAST LINE-
WILDWOOD SUB.

SECTION LINE

US HIGHWAY 281

COUGAR DRIVE

SUBDIVISION

PT OF NE 1/4, NE 1/4
SEC. 12-10-10

CITY LIMITS

CITY OF
GRAND ISLAND

UTILITIES DEPARTMENT

**PLAT TO ACCOMPANY
ORDINANCE #9306**

DRN BY: K.J.M.

SCALE: 1" = 200'

DATE: 7/19/2011

FILE: WMD 464

WMD	Owner Name	Owner Address	Renter Address	Lot	Subdivision / Section	Legal	Frontage	Square Footage	For	Against
464	Robco LLC c/o Cody Wray	2422 High Point Circle Wichita, KS 67205	5018 Antelope Drive	1	Wildwood Sub.		200.00			
464	Robco LLC c/o Cody Wray	2422 High Point Circle Wichita, KS 67205	5018 Antelope Drive	3	Wildwood Sub.		100.00			
464	Rich & Sons Camper Sales	5112 Antelope Drive	5112 Antelope Drive	4	Wildwood Sub.		100.00			
464	Rich & Sons Camper Sales	5112 Antelope Drive	5112 Antelope Drive	7	Wildwood Sub.		100.00			
464	Rich & Sons Camper Sales	5112 Antelope Drive	5112 Antelope Drive	1	Hiser Subdivision		200.00			
464	BBRE Partnership	P.O. Box 248 Durand, WI 54736	3334 Cougar Drive	8	Wildwood Sub.		120.05			

820.05	0.00
% of Protest	0.00%

RESOLUTION 2011-289

WHEREAS, Water Main District No. 464 was created by Ordinance No. 9306 on August 9, 2011; and

WHEREAS, notice of the creation of such water district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that is the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within 30 days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on September 16, 2011; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 464 which represented 0% of the total district front footage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Water Main District No. 464, and such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G37

**#2011-290 - Approving Continuation of Water Main District #465 -
Elk & Cougar Drives - Ordinance #9307**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Continuation of Water Main District #465 – Wildwood Drive, Elk Drive and Cougar Drive - Ordinance #9307

Item #'s: G-37

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 465 was created at the request of area residence to provide municipal water service to the area. The district will serve the properties along Wildwood Drive, Elk Drive and Cougar Drive.

Discussion

The proposed project would install an 8" and 12" diameter water mains and service lines within the district. The work would be done as an assessment district, which is the Utility Department's standard method for installing water lines when a petition is received. The eligible construction costs will be charged to the property owners within the district's boundary. Assessments will be collected over a five year period, at 7% simple interest on the unpaid balance.

All owners of record title within the district's boundary were notified of this information and had 30 days to submit objection to the project. The protest period for District #465 ended at 5:00 p.m., September 16, 2011. Protests received represented 13.99% of the front footage of the district.

Since less than 50% of the land owners protested the creation of the district, the district may be continued by Council, per Nebraska Statute, 16.667.01, R.R.S. 1943.

Attached for reference is a plat indicating the district's boundaries and the protests received.

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 continue Water Main District #465 along Wildwood Drive, Elk Drive, and Cougar Drive.

Sample Motion

Move to approve the continuation of Water Main District #465 along Wildwood Drive, Elk Drive, and Cougar Drive.

WVMD	Owner Name	Owner Address	Renter Address	Lot	Subdivision / Section	Legal	Frontage	Square Footage	For	Against
465	Robco LLC	2422 High Point Circle Wichita, KS 67205	5018 Antelope Drive	2	Wildwood Sub.		143.00			
465	Cody Krist & Robin Tracy Wray	2422 High Point Circle Wichita, KS 67205	No Address	14	Wildwood Sub.		100.00			
465	Cody Krist & Robin Tracy Wray	2422 High Point Circle Wichita, KS 67205	No Address	15	Wildwood Sub.		200.00			
465	BBRE Partnership	P.O. Box 248 Durand, WI 54736	No Address	9	Wildwood Sub.		117.74			
465	BBRE Partnership	P.O. Box 248 Durand, WI 54736	No Address	10	Wildwood Sub.		100.00			
465	BBRE Partnership	P.O. Box 248 Durand, WI 54736	No Address	11	Wildwood Sub.		100.00			
465	Rich & Sons Camper Sales	5112 Antelope Drive	5049 Elk Drive	12	Wildwood Sub.		100.00			
465	Rich & Sons Camper Sales	5112 Antelope Drive	5049 Elk Drive	13	Wildwood Sub.		100.00			
465	Charles D. Bosselman	2605 Apache Road	5100 & 5102 Elk Drive	18	Wildwood Sub.		100.00			
465	Janet K. Bosselman	2605 Apache Road	5130 Elk Drive	19	Wildwood Sub.		100.00			

465	GMS Enterprises, Inc.	4152 Norwood Drive	5050 Elk Drive	2	Wildwood Second Sub.		189.74				
465	Mitchell H. Stauffer, Trustee	808 W. 24th Kearney, NE 68845	3344 W. Wildwood Dr.			Part of the E1/2, SE1/4, Section 1-T10N-R10W	1,167.80				

4,122.89	576.61
% of Protest	13.99%

RESOLUTION 2011-290

WHEREAS, Water Main District No. 465 was created by Ordinance No. 9307 on August 9, 2011; and

WHEREAS, notice of the creation of such water district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that is the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within 30 days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on September 16, 2011; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 465 which represented 13.99% of the total district front footage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Water Main District No. 465, and such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G38

**#2011-291 - Approving Repeal of Water Main District #462 -
Chochin Street - Ordinance No. 9304**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Consideration of Repeal of Water Main District #462 –
Cochin Street - Ordinance #9304

Item #'s: G-38

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 462 was created at the request of area residents to provide municipal water service to the area. The district would have served the properties along Cochin Street.

Discussion

Ordinance #9304 provided for creation of Water Main District #462. The proposed project would have installed 8" diameter water mains to serve the 11 lots within the district's boundary. The project was designed as an assessment district, the Utility Department's standard method for installing water lines at the request of area property owners in developed areas. The district was subject to a 30 day protest period. All owners of record title within the district's boundary were notified of the creation of the district and advised of the protest provisions. The protest period for Water Main District #462 ended at 5:00 p.m., Friday, September 16, 2011. Protests received represent 62.34% of the front footage of the district. Attached for reference is a plat indicating the district's boundaries and the protests received. Per Nebraska statute 16.667.01 R.R.S. 1943, if protest is received from property owners representing more than 50% of the front footage in the district, that district may not be continued.

Alternatives

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

The Council may:

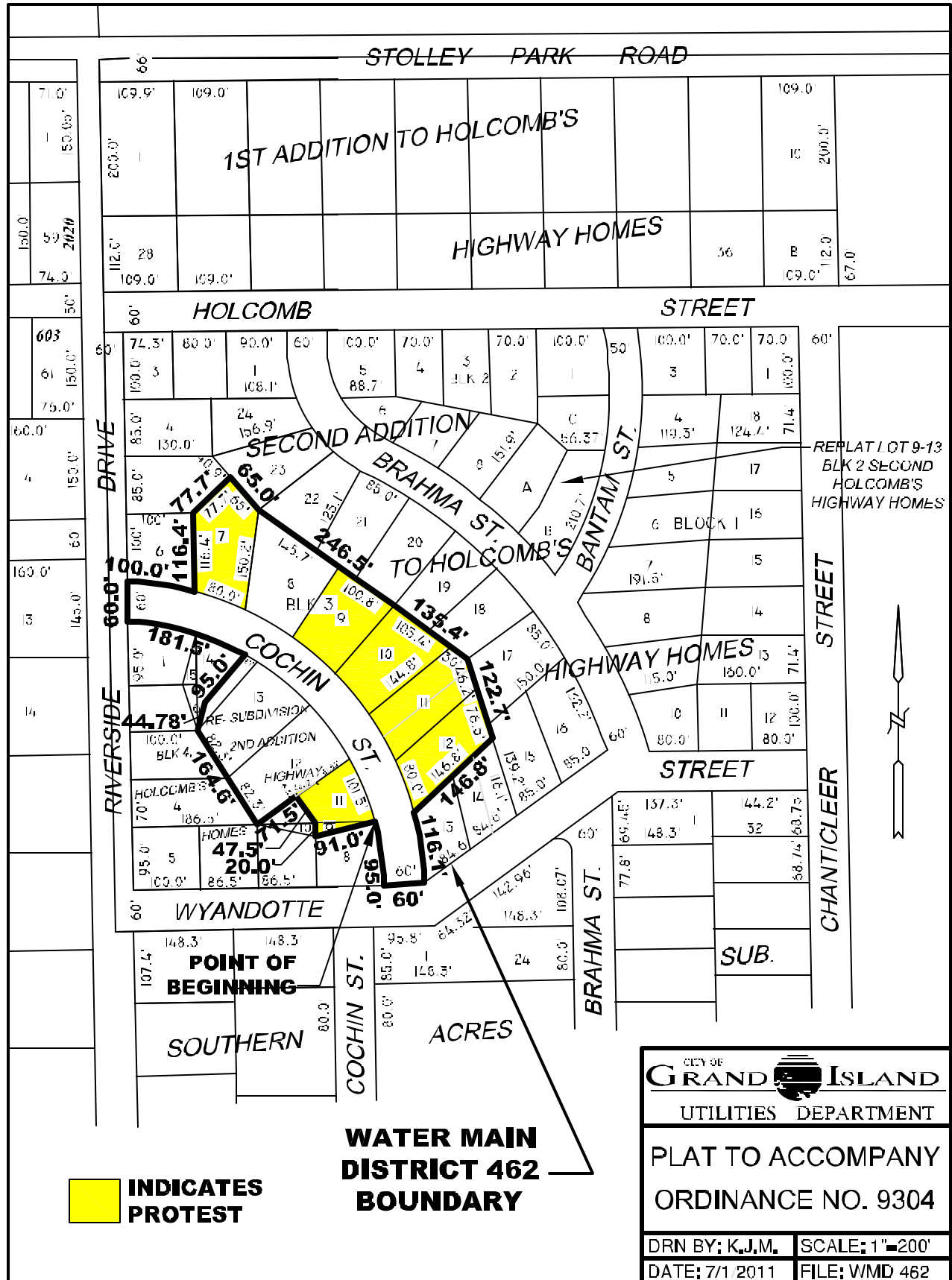
1. Repeal Ordinance #9304 creating Water Main District #462
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council repeal Ordinance #9304 - Water Main District #462 along Brahma and Bantam Streets.

Sample Motion

Move to repeal Ordinance #9304 creating Water Main District #462.



WMD	Owner Name	Owner Address	Renter Address	Lot	Block	Subdivision / Section	Legal	Frontage	Square Footage	For	Against
462	Jose Fierro Aguirre	2211 Cochín Street		7	3	2nd Addition to Holcomb's Highway Homes Sub		80.00	14102.9		X
462	Roy D. & Genevieve B. Fredrickson	2219 Cochín Street		8	3	2nd Addition to Holcomb's highway Homes Sub		80.00	14467.8		
462	Bret Smith	2223 Cochín Street		9	3	2nd Addition to Holcomb's Highway Homes Sub		80.00	11102		X
462	Ricky L. & Jody J. Seymour	2227 Cochín Street		10	3	2nd Addition to Holcomb's Highway Homes Sub		80.00	12449.7		X
462	Ricky L. & Jody J. Seymour	2227 Cochín Street		PT 11	3	2nd Addition to Holcomb's Highway Homes Sub	N 40' of Lot 11, 2nd Addition to Holcomb's Highway Homes Sub	40.00	6153.3		X
462	Vonne F. Wageman	2239 Cochín Street		PT 11	3	2nd Addition to Holcomb's Highway Homes Sub	S 40' of Lot 11, 2nd Addition to Holcomb's Highway Homes Sub	40.00	5701.3		X
462	Vonne F. Wageman	2239 Cochín Street		12	3	2nd Addition to Holcomb's Highway Homes Sub		80.00	10942.1		X
462	Steven M. & Brenda K. Steinhauser	2232 Cochín Street		9		Re-Sub of Block 4, 2nd Addition to Holcomb's Highway Homes Sub	(see attached)	0.00	7,625.1' (includes fraction)		X
462	Steven M. & Brenda K. Steinhauser	2232 Cochín Street		PT 11		Re-Sub of Block 4, 2nd Addition to Holcomb's Highway Homes Sub	(see attached)	101.50			X
462	Steven M. & Brenda K. Steinhauser	2232 Cochín Street		PT 12		Re-Sub of Block 4, 2nd Addition to Holcomb's Highway Homes Sub	(see attached)	0.00			X

462	Catherina W. Salinas and Claudia Madagame	11884 R Tiuroda Street	2228 Cochin Street	12		2nd Addition to Holcomb's Highway Homes Sub	Except portion- (see attached)	101.50	15,236.1' (includes fraction)		
462	Housing Development Corp.	301 South Burlington Avenue	2226 Cochin Street	13		2nd Addition to Holcomb's Highway Homes Sub		101.50	16,008.5' (includes fraction)		
462				Frac 14		2nd Addition to Holcomb's Highway Homes Sub	(see attached)	20.00			
								804.50		501.50	
										% of Protest	62.34%

This Space Reserved for Register of Deeds

R E S O L U T I O N 2011-291

WHEREAS, Water Main District No. 462 was created by Ordinance No. 9304 on August 9, 2011; and

WHEREAS, notice of the creation of such water district was published in the *Grand Island Independent*, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that is the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within 30 days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 462 by abutting property owners representing 62.34% of the total district frontage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that sufficient protests have been filed with the City Clerk against the creation of Water Main District No. 462, and such district shall not be continued and the ordinance which created said district shall be repealed.

- - -

Approved as to Form <input type="checkbox"/> _____ September 21, 2011 <input type="checkbox"/> City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G39

**#2011-292 - Approving Repeal of Water Main District #463 -
Bantam & Brahma Streets - Ordinance #9305**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2011

Subject: Consideration of Repeal of Water Main District #463 –
Brahma & Bantam Streets - Ordinance #9305

Item #'s: G-39

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 463 was created at the request of area residents to provide municipal water service to the area. The district would have served the properties along Brahma and Bantam Streets.

Discussion

Ordinance #9305 provided for creation of Water Main District #463. The proposed project would have installed 8" diameter water mains to serve the 21 lots within the district's boundary. The project was designed as an assessment district, the Utility Department's standard method for installing water lines at the request of area property owners in developed areas. The district was subject to a 30 day protest period. All owners of record title within the district's boundary were notified of the creation of the district and advised of the protest provisions. The protest period for Water Main District #463 ended at 5:00 p.m., Friday, September 16, 2011. Protests received represent 58.70% of the front footage of the district. Attached for reference is a plat indicating the district's boundaries and the protests received. Per Nebraska statute 16.667.01 R.R.S. 1943, if protest is received from property owners representing more than 50% of the front footage in the district, that district may not be continued.

Alternatives

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

The Council may:

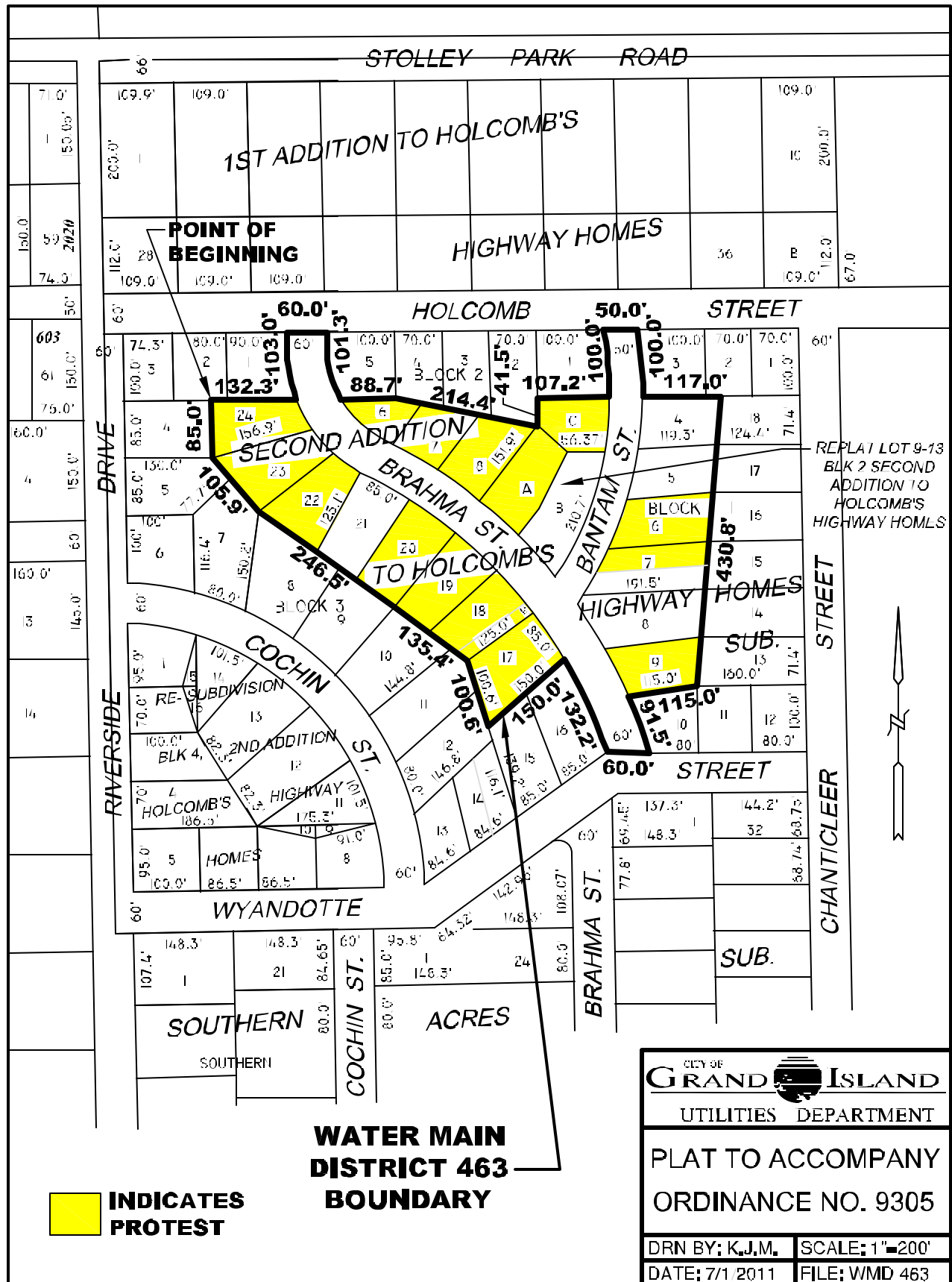
1. Repeal Ordinance #9305 creating Water Main District #463
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council repeal Ordinance #9305 - Water Main District #463 along Brahma and Bantam Streets.

Sample Motion

Move to repeal Ordinance #9305 creating Water Main District #463.



WMD	Owner Name	Owner Address	Renter Address	Lot	Block	Subdivision / Section	Legal	Frontage	Square Footage	For	Against
463	Daniel C. & Kassie L. Morse	2111 Bantam Street		4	1	2nd Addition to Holcomb's Highway HomesSub		80.00	8,816.00	X	
463	John E. Janssen	2123 Bantam Street		5	1	2nd Addition to Holcomb's Highway HomesSub		80.00	9,172.90		
463	Brenda J. Hawley	2203 Bantam Street		6	1	2nd Addition to Holcomb's Highway HomesSub		80.00	10,113.60		X 80.00
463	Brenda J. Hawley	2203 Bantam Street		PT 7	1	2nd Addition to Holcomb's Highway HomesSub	N 1/2 Lot 7, Block 1, 2nd Addition to Holcomb's HighwayHomes Sub	40.00	5,442.80		X 40.00
463	Ted J. Robb	2811 South Locust Street	2211 Brahma Street	PT 7	1	2nd Addition to Holcomb's Highway HomesSub	S 1/2 Lot 7, Block 1, 2nd Addition to Holcomb's HighwayHomes Sub	40.00	5,764.30		
463	Ted J. Robb	2811 South Locust Street		8	1	2nd Addition to Holcomb's Highway HomesSub		91.80	13,563.00		
463	Carlos Alarcon and Delfina Alarcon Velez	2223 Brahma Street		9	1	2nd Addition to Holcomb's Highway HomesSub		75.00	9,331.00		X 75.00
463	Connie M. Rookstool	2121 Brahma Street		6	2	2nd Addition to Holcomb's Highway HomesSub		113.70	4,525.80		X 113.70
463	Connie M. Rookstool	2121 Brahma Street		PT 7	2	2nd Addition to Holcomb's Highway HomesSub	W 65' Lot 7, Block 2, 2nd Addition to Holcomb's HighwayHomes Sub	65.00	5,799.60		X 65.00
463	John C. & Stephanie L. Hansen	2135 Brahma Street		PT 7	2	2nd Addition to Holcomb's Highway HomesSub	E 10' Lot 7, Block 2, 2nd Addition to Holcomb's HighwayHomes Sub	10.00	1,003.20		X 10.00

463	John C. & Stephanie L. Hansen	2135 Brahma Street			8	2	2nd Addition to Holcomb's Highway HomesSub		75.00	9,470.50		X	75.00
463	Steven M. & Cynthia J. Mason	2216 Brahma Street			17	3	2nd Addition to Holcomb's Highway HomesSub		85.00	12,821.30		X	85.00
463	Steven M. & Cynthia J. Mason	2216 Brahma Street			PT 18	3	2nd Addition to Holcomb's Highway HomesSub	S 20' Lot 18, Block 3, 2nd Addition to Holcomb's HighwayHomes Sub	20.00	2,484.00		X	20.00
463	AlanJ. & Julie Hayman	2208 Brahma Street			PT 18	3	2nd Addition to Holcomb's Highway HomesSub	N 65' Lot 18, Block 3, 2nd Addition to Holcomb's HighwayHomes Sub	65.00	7,664.70		X	65.00
463	AlanJ. & Julie Hayman	2208 Brahma Street			PT 19	3	2nd Addition to Holcomb's Highway HomesSub	S 65' Lot 19, Block 3, 2nd Addition to Holcomb's HighwayHomes Sub	65.00	7,357.80		X	65.00
463	Nicholas O. & Diane K. Boyd	2134 Brahma Street			PT 19	3	2nd Addition to Holcomb's Highway HomesSub	N 20' Lot 19, Block 3, 2nd Addition to Holcomb's HighwayHomes Sub	20.00	2,849.90		X	20.00
463	Nicholas O. & Diane K. Boyd	2134 Brahma Street			20	3	2nd Addition to Holcomb's Highway HomesSub		85.00	13,904.12		X	85.00
463	Kent C. & Dianna L. Orr	2114 Brahma Street			23	3	2nd Addition to Holcomb's Highway HomesSub		50.50	10,444.80		X	50.50
463	Kent C. & Dianna L. Orr	2114 Brahma Street			24	3	2nd Addition to Holcomb's Highway HomesSub		45.20	8,634.40		X	45.20
463	Nina R. Smith	2203 Brahma Street			A		2nd Addition to Holcomb's Highway HomesSub	Replat of Lots 9-13, Block 2, 2nd Addition to Holcomb's HighwayHomes Sub	75.00	10,621.50		X	75.00

463	Robert C. Merrick, Jr.	2124 Bantam Street				2nd Addition to Holcomb's Highway Homes Sub	Replat of Lots 9-13, Block 2, 2nd Addition to Holcomb's HighwayHomes Sub	395.70	12,574.90			
463	Barbara A. Fowle	2110 Bantam Street			C	2nd Addition to Holcomb's Highway Homes Sub	Replat of Lots 9-13, Block 2, 2nd Addition to Holcomb's HighwayHomes Sub	80.60	7,602.70	X		80.60
463	James E. & Wilma M. Zahm	2118 Brahma Street			22	2nd Addition to Holcomb's Highway Homes Sub		47.80	7,602.70	X		47.80
463	Hall CountyHousing Auth.	2122 Brahma Street			21	2nd Addition to Holcomb's Highway Homes Sub		85.00	7,602.70			
TOTAL								1,870.30	179,962.82	1,097.80		
									% of Protest	58.70%		

This Space Reserved for Register of Deeds

R E S O L U T I O N 2011-292

WHEREAS, Water Main District No. 463 was created by Ordinance No. 9305 on August 9, 2011; and

WHEREAS, notice of the creation of such water district was published in the *Grand Island Independent*, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that is the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within 30 days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 463 by abutting property owners representing 58.70% of the total district frontage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that sufficient protests have been filed with the City Clerk against the creation of Water Main District No. 463, and such district shall not be continued and the ordinance which created said district shall be repealed.

- - -

Approved as to Form <input type="checkbox"/> _____ September 22, 2011 <input type="checkbox"/> City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G40

#2011-293 - Approving Maintenance Consent Letter for Public Road Crossing with Union Pacific Railroad Company at the Oak Street and Pine Street Crossings

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 27, 2011

Subject: Approving Maintenance Consent Letter for Public Road Crossing with Union Pacific Railroad Company at the Oak Street and Pine Street Crossings

Item #'s: G-40

Presenter(s): John Collins, Public Works Director

Background

The purpose of the Grand Island Quiet Zone Improvement Project, Phase I is to construct improvements at the Union Pacific Railroad (UPRR) crossings at Oak Street, Pine Street, Walnut Street and Elm Street so that train horns will not need to be activated for these crossings. "Silent" crossings will be created at Oak Street and Pine Street by constructing concrete medians and concrete curb to narrow the streets at the crossing approaches. Walnut Street will have a Wayside Horn System installed and concrete curb will be constructed to narrow the street. The crossing at Elm Street will be closed after improvements are completed at the other crossings.

Discussion

The UPRR requires a Maintenance Consent Letter for Public Road Crossing be signed in connection with the Quiet Zone project at the Oak Street and Pine Street crossings. This letter states the City's intention is to construct center medians in the approaches to the existing at-grade public road crossings, and also serves as acceptance of the proposed work to be performed. The Maintenance Consent Letter also states the City's responsibilities with the Contractor for the Quiet Zone project. The letter is attached for reference.

The contract for the Grand Island Quiet Zones Improvement Project was awarded to the Diamond Engineering Company at the September 13 Council Session. Public Works and Diamond Engineering are currently working to obtain clearances to begin work on UPRR right-of-way. A subsequent change order will be processed to incorporate the "Special

Provisions Relating to Work on Union Pacific Railroad's Property" for Pine Street and Oak Street crossings as required by the Maintenance Consent Letter.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorized the Mayor to sign the Maintenance Consent Letter For Public Road Crossing between the Union Pacific Railroad Company and the City of Grand Island.

Sample Motion

Move to approve the resolution.



MAINTENANCE CONSENT LETTER FOR PUBLIC ROAD CROSSING

August 29, 2011

UPRR Folder No. 2691-78

**MR SCOTT GRIEPENSTROH
PUBLIC WORKS DEPT
CITY OF GRAND ISLAND
PO BOX 1968
GRAND ISLAND NE 68802-1968**

Dear Mr. Griepenstroh:

RE: Proposed construction of center medians in the approaches to the existing Oak Street and Pine Street at-grade public road crossings in Grand Island, Nebraska.

Please refer to your submission letter of May 13, 2011, notifying the Railroad Company of the *City of Grand Island's* (hereinafter the "City") intention to construct center medians in the approaches to the existing Oak Street (DOT No. 817-619E) and Pine Street (DOT No. 817-621F) at-grade public road crossings at Mile Posts 146.59 & 146.79, respectively, on the Kearney Subdivision in Grand Island, Hall County, Nebraska. This letter serves as an acceptance of the proposed work to be performed. Attached hereto is a Railroad Location Print marked **Exhibit A** and Detailed Prints collectively marked **Exhibit A-1**, which respectively illustrate the general location and specifications of the public road crossing work.

The City confirms that it shall include as part of its contract with its contractor, the State of Nebraska's current Special Provisions Relating to Work on Union Pacific Railroad's Property (the "Special Provisions") which shall require, among other things, to (i) have the City's contractor obtain and provide to the Railroad the Railroad's current insurance requirements including all insurance binders, certificates and endorsements required therein, (ii) to pay for flagging protection and to (iii) give the Railroad at least ten (10) days advance notice that flagging is needed. The City, either in the Special Provisions or elsewhere in its contract with its contractor, shall also require the Contractor to indemnify, hold harmless and defend the Railroad with such indemnity language to be the same as contained in Sections 10.1 & 10.2 as stated in the special provisions issued and approved by UPRR April 12, 2010 for State project number RD-79-2(1015) State control number 13026 Railroad Folder Number 2610-40, covering roadway construction on Highway 79 near Raymond, in Saunders County, Nebraska, at Railroad Mile Post 43.49, (DOT No. 815-387K), on the Railroad's Lincoln Subdivision.

Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179-1690
fax: 402.501.0340



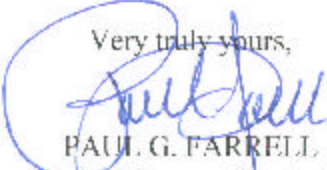
In order to protect the property as well as for safety reasons, it is imperative that the City notify the Railroad Company's following Representatives at least 48-hours in advance prior to the work to be performed. The following information is furnished with regard to the local contact for the Railroad Company:

Ryan Collins
Manager Track Maintenance
Union Pacific Railroad Company
2511 South 12th Street
Columbus, NE 68601
phone: 402-501-3817
cell: 402-289-7583

Pat O'Brien
Manager Signal Maintenance
Union Pacific Railroad Company
601 East South Front Street
Grand Island, NE 68801
cell: 308-440-6653
fax: 402-501-1606

If you have any additional questions, please contact me.

Very truly yours,


PAUL G. FARRELL
Senior Manager Contracts
Phone: (402) 544-8620
e-mail: pgfarrell@up.com

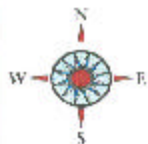
Approved this _____ day of _____, 2011

CITY OF GRAND ISLAND

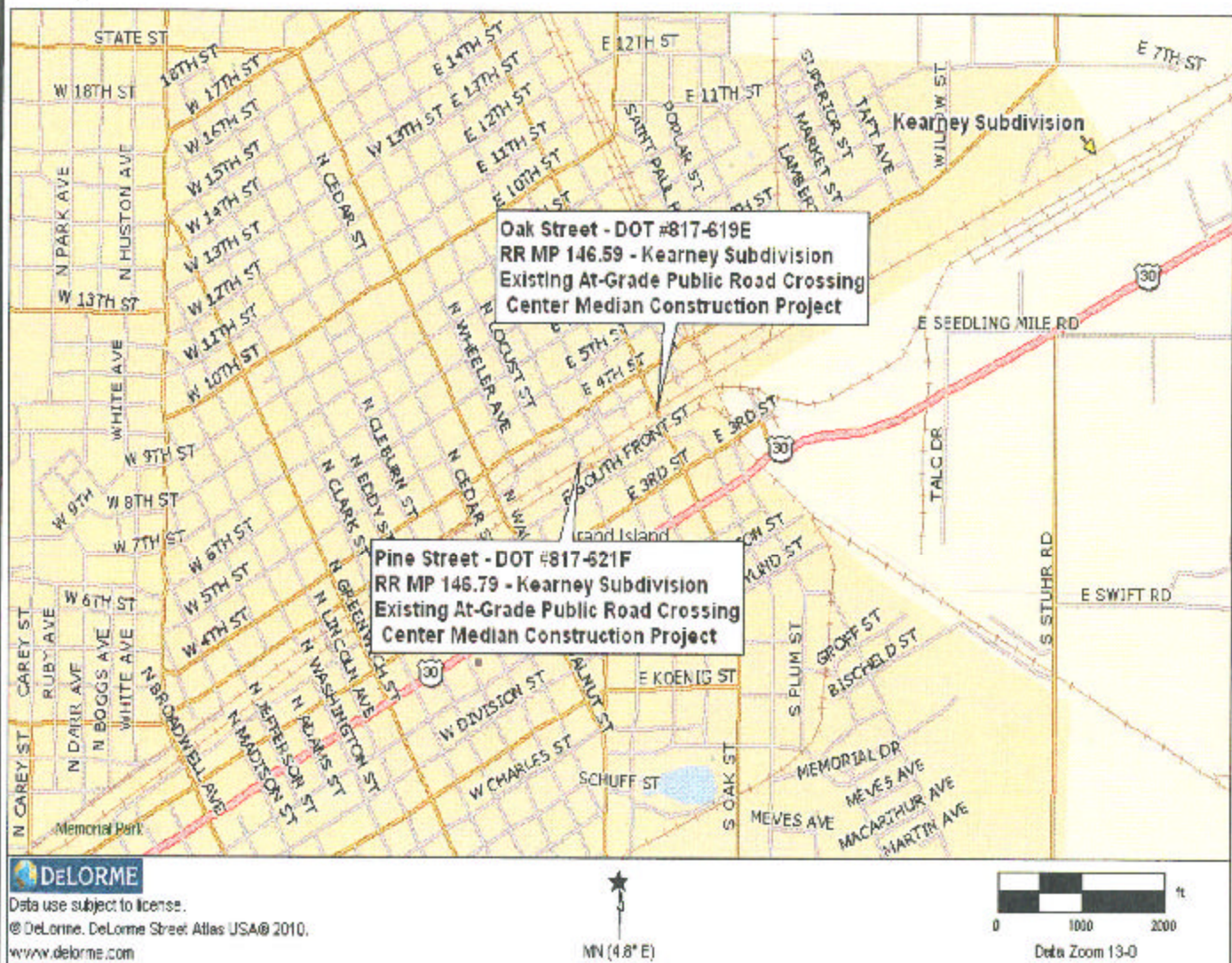
By _____

Print Name: _____

Title: _____



RAILROAD LOCATION PRINT ACCOMPANYING A MAINTENANCE CONSENT LETTER



RAILROAD WORK TO BE PERFORMED:

1. Flagging.
2. The City is responsible for ensuring that the center median construction project doesn't adversely impact the crossing surface, nor Railroad operations.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

KEARNEY SUBDIVISION
RAILROAD MILE POST 146.59 & 146.79
GRAND ISLAND, HALL CO., NE.

To accompany a Maintenance Consent Letter to the
CITY OF GRAND ISLAND
for the construction of center medians for
two existing at-grade public road crossings.

UPRR Folder No. 2691-78

Date: August 29, 2011

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

1621-1971



DETAIL AT END OF MEDIAN ISLAND

DETECTABLE WARNING

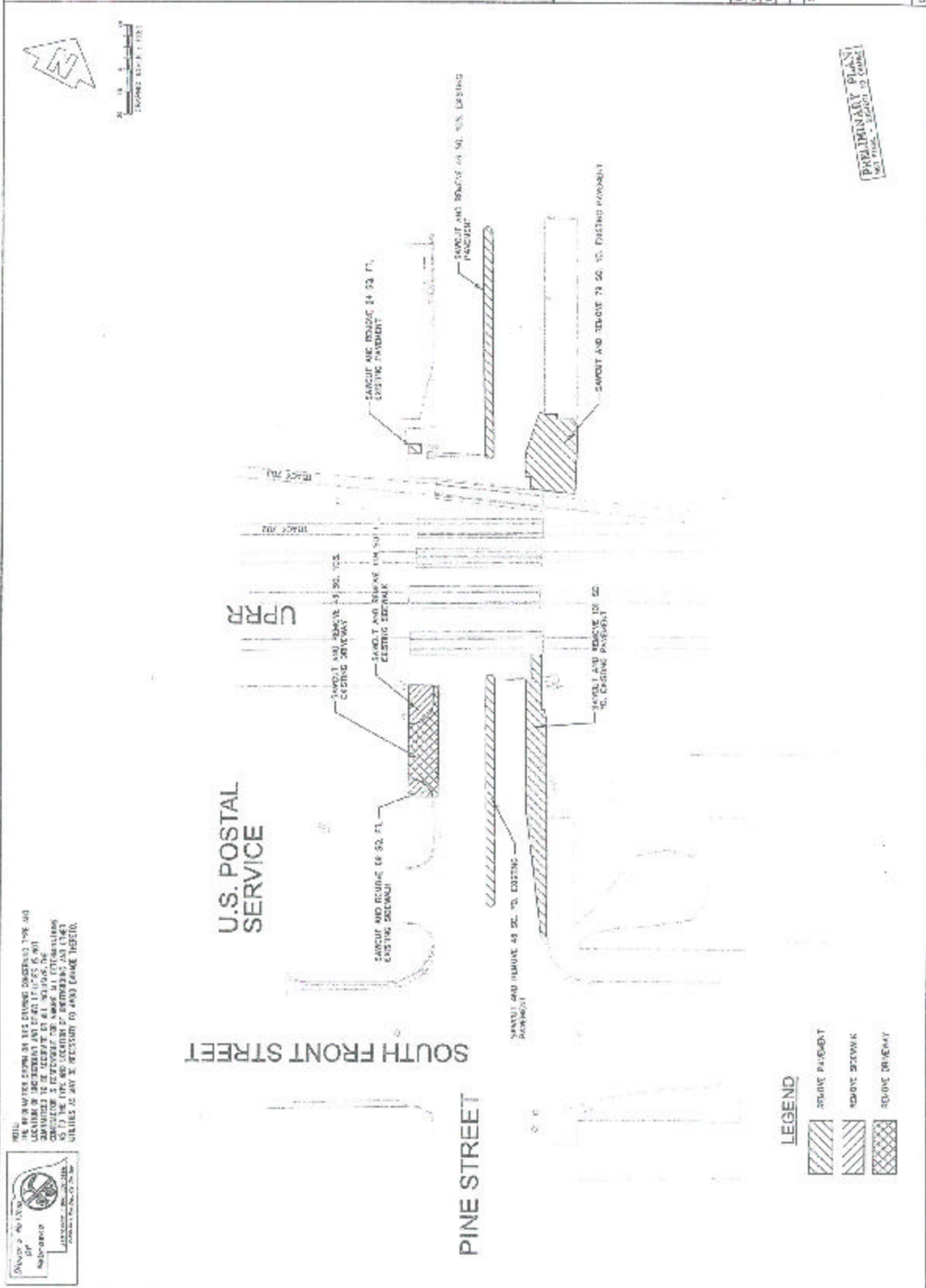


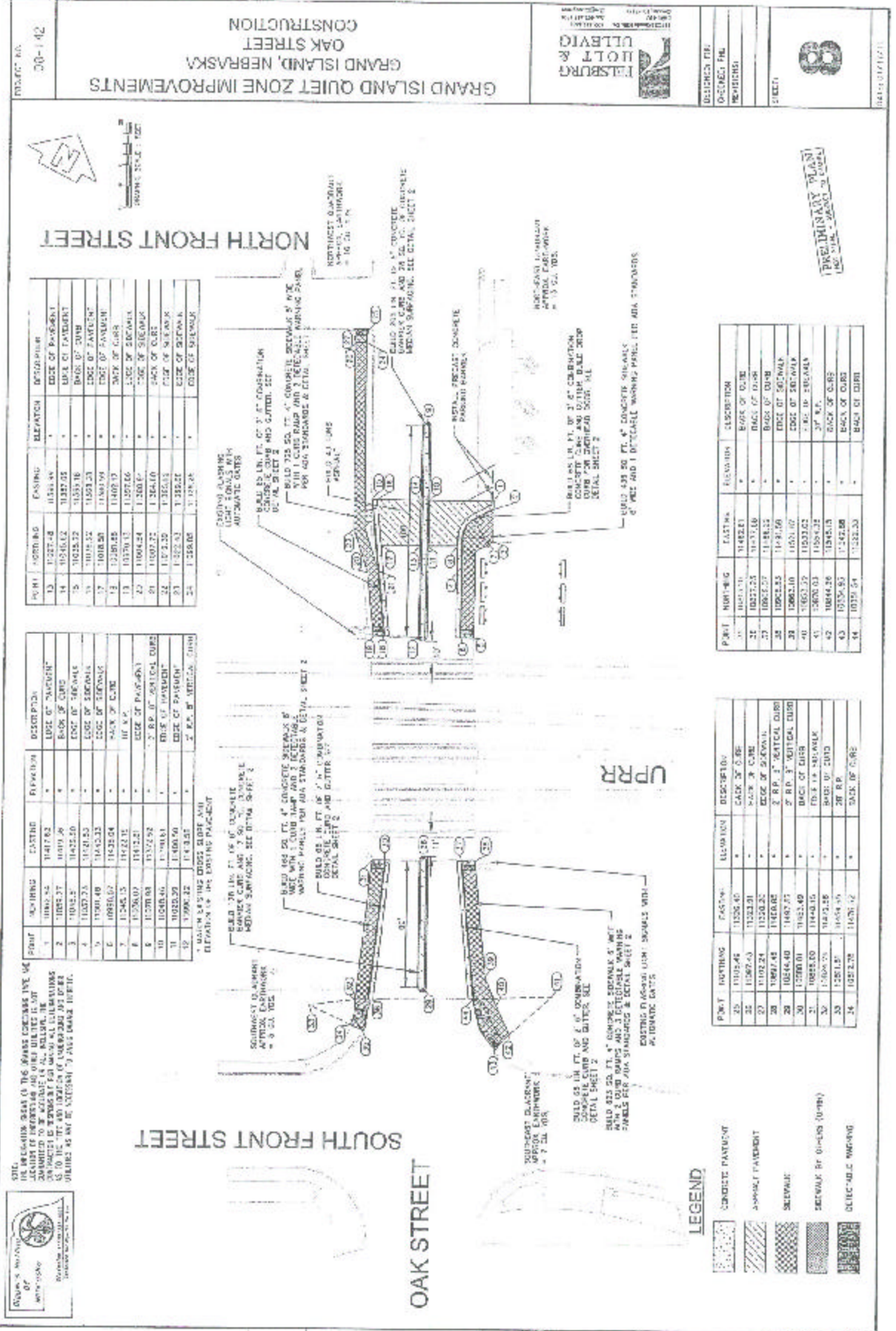
10078-0-00 No. 0-5540-1 (continued) (see inside cover) No. 0-5540-1 (continued)

ITEM NO.	DESCRIPTION	QTY
1.	ROOFING	1
2.	ROOFING PAPER	394
3.	ROOFING SHEET	394
4.	ROOFING NAIL	21
5.	ROOFING JOIST	36
6.	2.0-COMMUNICATIONS CABLE AND CABLE	264
7.	6" CONCRETE CURB	27.97
8.	6" CONCRETE SIDEWALK	116
9.	6" CONCRETE SIDEWALK	45
10.	6" CONCRETE SIDEWALK	40
11.	6" CONCRETE SIDEWALK	5
12.	6" CONCRETE SIDEWALK	5
13.	6" CONCRETE SIDEWALK	41
14.	6" CONCRETE SIDEWALK	3
15.	6" CONCRETE SIDEWALK	42
16.	6" CONCRETE SIDEWALK	2
17.	6" CONCRETE SIDEWALK	4
18.	6" CONCRETE SIDEWALK	4
19.	6" CONCRETE SIDEWALK	0
20.	6" CONCRETE SIDEWALK	17
21.	6" CONCRETE SIDEWALK	17
22.	6" CONCRETE SIDEWALK	40
23.	6" CONCRETE SIDEWALK	-
24.	6" CONCRETE SIDEWALK	-
25.	6" CONCRETE SIDEWALK	-
26.	6" CONCRETE SIDEWALK	3



Exhibit A 1





Revised: 10-10-2019 10:10 AM 10/10/2019 10:10 AM 10/10/2019 10:10 AM

RESOLUTION 2011-293

WHEREAS, the Union Pacific Railroad Company (UPRR) requires a Maintenance Consent Letter For Public Road Crossing with the City of Grand Island, in connection with the Quiet Zone project; and

WHEREAS, the letter states the City's intention is to construct center medians in the approaches to the existing Oak Street and Pine Street at-grade crossings; and

WHEREAS, the letter serves as acceptance of the proposed work to be performed, and

WHEREAS, the letter also states the City's responsibilities with the Contractor; and

WHEREAS, the Council has reviewed the letter and has determined that it is in its best interest for the City to sign the letter in the attached form.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign the attached Maintenance Consent Letter For Public Road Crossing between the City of Grand Island and the Union Pacific Railroad Company.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item I1

#2011-294 - Consideration of Approving Funding of Economic Development Request

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator
Meeting: September 27, 2011
Subject: Approving Economic Development Funding Request
Item #'s: I-1
Presenter(s): Mary Lou Brown, City Administrator

Background

On July 22, 2003, the City Council approved Ordinance No.8830 adopting an Economic Development Program for the City of Grand Island in conformance with Neb. Rev. Stat. 18-2710. This provides for annual funding of \$750,000 by the City.

Discussion

A request has been received from the Grand Island Area Economic Development Corporation, duly approved by the Citizen's Review Committee for payment of \$350,000. Said funds to be used for operating expenses, community publicity, and promotion.

Alternatives

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

1. Approve the request for funds.
2. Disapprove or Deny the request for funds.
3. Modify the Resolution to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the request for funds.

Sample Motion

Move to approve the request for funds to allow payment of \$350,000 to the Grand Island Area Economic Development Corporation.



ANNUAL APPLICATION FOR ECONOMIC DEVELOPMENT LB-840 FUNDING

1. Applicant Business Name Grand Island Area Economic Development Corp.
- Address The Downtown Center, 308 North Locust, STE 400, Grand Island, NE 68801
- Telephone (308) 381-7500
- Email Address mferguson@grandisland.org
- Business Contact Person Marlan Ferguson, President
- Telephone (308) 381-7500
2. Business Organization: ☒ Corporation ☐ Partnership
☐ Proprietor ☐ Other
3. Business Type: ☐ Startup ☒ Existing
☐ Business Buyout ☐ Spec Building
☐ Other
4. Project Location: ☒ Within the city limits of Grand Island, Nebraska
☐ Outside the city limits, but within the 2 mile zoning jurisdiction
☐ Outside the zoning jurisdiction of Grand Island in (county) _____

5. Product or Services Provided: Economic growth, job creation, expansion of the tax base, and support for current businesses.

6. Project Description: Operating overhead to include occupancy costs, supplies, business recruitment, and community publicity. To offset cost associated with infrastructure including: interest, real estate taxes, maintenance, advertising, and debt service payments.

7. Project Timetable: October 1, 2011 thru September 30, 2012

8. Employment Information:

Current number of employees 2 (full-time equivalent)

Proposed number of employees N/A (full-time equivalent)

What is the average hourly wage for all employees? N/A

Number of new jobs to be created N/A (full-time equivalent)

What would be the average hourly wage for new jobs? N/A

Number of jobs to be retained, if any N/A (full-time equivalent)

Please describe all benefits which the business provides to employees: N/A

9. Financing/Incentives Requested: The request for \$350,000 funding from LB-840 funds is
for the fiscal year beginning October 1, 2011 thru September 30, 2012. Application being
made is to continue Economic Development within Hall County under state statute 13-315
and 18-2721 (LB-840).
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NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By: Marlan Ferguson
Marlan Ferguson
President
Title

Date: 08/25/2011

Approved: x Disapproved: Date: 08/25/2011

Signature of Chairman: _____
Roger Bullington, Chairman

Approved: X Disapproved: _____ Date: 9-13-11

Signature of Chairman: _____
Mark ~~Stehle~~ Stehle

Approved: _____ Disapproved: _____ Date: 9-27-11

Signature of Mayor: _____
Jay Vavricek

RESOLUTION 2011-294

WHEREAS, on July 22, 2003, by Ordinance No. 8830, the Grand Island City Council approved and adopted an Economic Development Program for the City of Grand Island prepared in conformity with Neb. Rev. Statute No. 18-2710; and

WHEREAS, such program was amended on August 12, 2003, by Ordinance No. 8832;
and

WHEREAS, the program provides for \$750,000 in annual funding to be provided by the City of Grand Island; and

WHEREAS, a request has been made by the Grand Island Area Economic Development Corporation and the Economic Development Program's Citizens Review Committee for the payment of \$350,000 to be used for operating expenses, community publicity and promotion.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is given to forward \$350,000 in City funding to the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item I2

**#2011-295 - Consideration of Approving Jaye Monter as Interim
Finance Director**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: September 27, 2011

Subject: Mayoral Recommendation for Interim Appointment of City Treasurer/Finance Director

Item #'s: I-2

Presenter(s): Mayor Jay Vavricek

Background

State Statute and Grand Island City Code specifies the need to designate a City Treasurer/Finance Director within the Finance Department of the City of Grand Island. As you are all aware, City Administrator, Mary Lou Brown has been managing both positions in Administration and Finance.

A search for a new Finance Director commenced last April without a successful conclusion. In addition, there was a recommendation made by Administrator Brown to restructure the management team and not fill the Finance Director position and instead combine those duties with that of an Assistant City Administrator. The search for a new Finance Director was put on hold until a decision was made by the City Council through the budget process for approval. The Council did not approve the new position.

As such, it is time to make a recommendation in order to maintain the on going work of the Finance Department. Jaye Monter has been identified as a capable replacement with 11 years of experience in the City Finance Department. She is currently employed with the City as a Senior Accountant.

Discussion

Jaye received a Bachelor of Science Degree in Comprehensive Business Administration with an emphasis in Accounting and Finance from Kearney State College. She has 27 years of experience in finance and accounting. Jaye started her career in public accounting with a small firm in Colorado. There she obtained her Certified Public Accountant's License. After public accounting, her career moved to various private industries where she worked as a Controller. She was hired at the City as an Accountant in September of 2000. She was reclassified to the position of Senior Accountant in 2003.

In her current position, she prepares, analyzes and interprets financial statements and accounting records for the City of Grand Island, Community Redevelopment Authority and Business Improvement Districts. She has showed strong leadership in the Finance Department and provided Administrator Brown with a high level of assistance through the budget process.

Therefore, I am confident she has the education and previous experience, and as a valued employee within the Finance Department, I am certain this recommendation is in the best interests of the effectiveness of the department. Ms. Monter will be placed in step 3 of the Finance Director pay scale in accordance with the City Personnel Rules and Regulations which is \$81,851.68 annually. In October a new 15 step pay scale will be implemented for non-union employees and Ms. Monter will be placed in the next closest step that does not reduce her wages. The new step would be step 5 which is \$83,274.10. The interim appointment meets the guidelines under State law and Grand Island City Code and will best serve the people of Grand Island. Ms. Monter's appointment will be effective September 28, 2011 with Council approval.

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 appointment of Jaye Monter as Interim City Treasurer/Finance Director.

Sample Motion

Move to approve Jaye Monter as Interim City Treasurer/Finance Director.

R E S O L U T I O N 2011-295

WHEREAS, under Neb. Rev. Stat., §16-308 and City Code, 2 – 30, the office of City Treasurer/Finance Director for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of City Treasurer/Finance Director; and

WHEREAS, the position will become vacant and an interim appointment may be made; and

WHEREAS, the Mayor has recommended the appointment of Jaye Monter as the Interim City Treasurer/Finance Director effective September 28, 2011 until such time as another appointment is made: and

WHEREAS, Ms. Monter will be compensated at step three of the current Finance Director pay scale and then effective October 10, 2011 she will be compensated at step 5 of the new Finance Director pay scale during the interim in compliance with the City Personnel Rules.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Jay Monter is hereby duly appointed the Interim City Treasurer/Finance Director for the City of Grand Island, Nebraska,

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, and September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of September 13, 2011 through September 27, 2011

The Claims for the period of September 14, 2011 through September 27, 2011 for a total amount of \$4,858,066.72. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item X1

Update Concerning Union Negotiations for IBEW - (Utilities, Finance, and Wastewater)

The City Council may vote to go into Executive Session as required by State law to discuss IBEW (Utilities, Finance, and Wastewater) Union Negotiations for the protection of the public interest.

Staff Contact: Brenda Sutherland



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item X2

Discussion Concerning Annual Job Performance Review of City Administrator Mary Lou Brown

The City Council may vote to go into Executive Session as required by State law to discuss the annual job performance review of City Administrator Mary Lou Brown. The reason for an Executive Session is for the prevention of needless injury to the reputation of the City Administrator.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item X3

Discussion Concerning Possible Litigation

The City Council may vote to go into Executive Session as required by State law to discuss possible litigation for the protection of the public interest.

Staff Contact: Bob Sivick