
City of Grand Island



Tuesday, November 13, 2012
Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Vaughn Minton
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 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 Terry Brandenburg, Peace Lutheran Church, 1710 N. North Road

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item C1

Presentation of the “Mayor’s Builder Award” to Grand Island Area Habitat for Humanity

Since so many great efforts occur in our community and many unnoticed, it's important to recognize efforts that build a stronger Grand Island.

As Mayor, the City will recognize those efforts with a "Mayor's Builder Award" Recognition and appearance before council and the people of Grand Island.

The sixth Builders' Award will go to Grand Island Area Habitat for Humanity. Executive Director Dana Jelinek will be present for the recognition.

Grand Island Area Habitat for Humanity will be recognized as a Builder of a Better Grand Island.

Staff Contact: Mayor Jay Vavricek

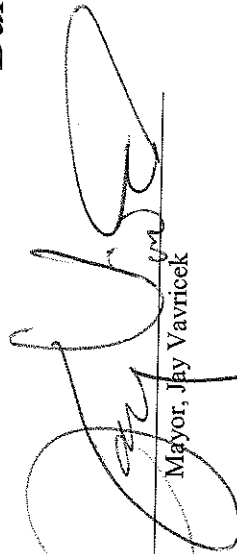


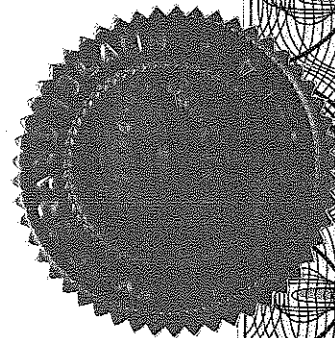
Mayor's Builder Award

Awarded to

“Grand Island Area Habitat for Humanity”

for outstanding work in the community of the City of Grand Island and a
Builder of a Better Grand Island.


Mayor, Jay Vavricek




City Clerk, RaNae Edwards



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item C2

Proclamation "National Adoption Month" November, 2012

There are an estimated 100,000 children in the United States in the foster care system, some of which live in Grand Island. By December 2012, twenty-one children in Grand Island, Hall County who are in foster care will finalize adoption. Mayor Vavricek has proclaimed the month of November, 2012 as "National Adoption Month" and would encourage citizens to help secure permanent, loving homes for each and every child in Grand Island, See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

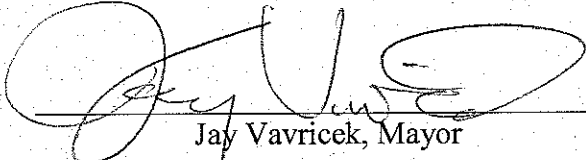
- WHEREAS, this November marks the 22nd annual National Adoption Month; and
- WHEREAS, there are an estimated 100,000 children across the United States in foster care, waiting for adoptive homes or for that moment of finalization of their adoptions; and
- WHEREAS, every child in the Grand Island Area, across the State, and even across the Nation deserves a loving, caring, permanent family; and
- WHEREAS, it is our goal to find families for these children, no matter where they might live; and
- WHEREAS, many of these children have physical, emotional and/or behavioral challenges; and
- WHEREAS, many of these children are brothers and sisters who want to grow up together; and
- WHEREAS, in 2011, 479 children in care of the State found permanency through adoption; and
- WHEREAS, in 2011, twenty-five children in care of the State, in the Grand Island area, were adopted; and
- WHEREAS, by the end of December 2012, 21 children in care of the State from the Grand Island area, will finalize adoptions; and
- WHEREAS, every child deserves a place to call home, not only now but into adulthood;

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of November, 2012 as

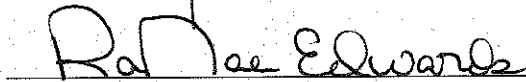
"NATIONAL ADOPTION MONTH"

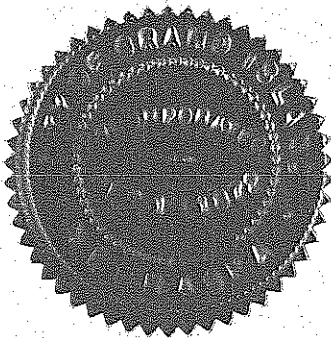
in the City of Grand Island, and encourage all citizens to help secure permanent, loving homes for each and every child in Grand Island, and the State of Nebraska, regardless of race, age, gender, health, emotional or behavioral challenge or past distress.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this 30th day of October in the year of our Lord Two Thousand and Twelve.


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, November 13, 2012

Council Session

Item C3

Proclamation “Homeless and Hunger Awareness Week” November 12-19, 2012

November 12-18, 2012 is National Homeless and Hunger Awareness Week. There are many individuals in the greater Nebraska area who are homeless and hungry. The average age of the homeless in the Grand Island area is 14. The Mayor has proclaimed the week of November 12, 2012 as "Homeless and Hunger Awareness Week". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

WHEREAS, the week of November 12th to November 18th has been declared National Homeless and Hunger Awareness Week and is recognized as such across the nation; and

WHEREAS, Governor Heinemann proclaimed this week as such on November 7, 2012; and

WHEREAS, on any given night in 2012, 182 individuals reside in emergency shelters, 385 individuals reside in transitional shelters, and 170 remain unsheltered in the greater Nebraska area; and

WHEREAS, the average age of the homeless in the Grand Island area is age 14.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of November 12-18, 2012 as

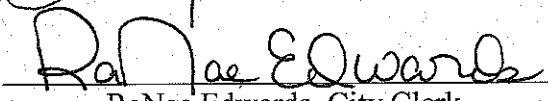
***“HOMELESS AND HUNGER
AWARENESS WEEK”***

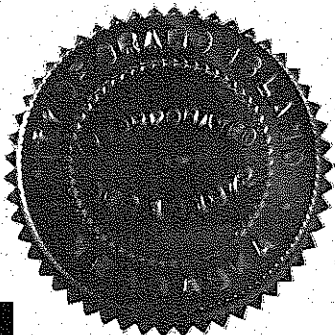
in the City of Grand Island.

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


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, November 13, 2012

Council Session

Item C4

Recognition of Pam Holmes and Chelsea Holmes with the Grand Island Fire Department's Citizen's Citation Award

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: EMS Division Chief Russ Blackburn

Meeting: November 13, 2012

Subject: Citizen's Citation

Item #'s: C-1

Presenter(s): Fire Chief Cory Schmidt
EMS Division Chief Russ Blackburn
Paramedic Phil Thomas

Background

Sudden Cardiac Arrest is a leading cause of death in the United States, claiming nearly 300,000 lives each year. During a sudden cardiac arrest, heart function ceases – abruptly and without warning. When this occurs, the heart is no longer able to pump blood to the rest of the body, and in some 95 percent of victims, death occurs.

While Sudden Cardiac Arrest (SCA) is a significant public health crisis, it is often misunderstood. SCA is not a heart attack. A heart attack occurs when a blood vessel becomes blocked and interrupts blood flow to the heart, causing heart muscle to die. Sudden cardiac arrest occurs when the heart's electrical system malfunctions and the heart stops beating. Most of these deaths occur with little or no warning, from a syndrome called sudden cardiac arrest. The most common cause of sudden cardiac arrest is a disturbance in the heart rhythm called ventricular fibrillation.

Once a cardiac arrest occurs, cardiopulmonary resuscitation (CPR) and defibrillation is required within the first several minutes to restore electrical activity to the heart and revive the heart's pumping function. Availability of Automated External Defibrillators (AEDs) is critical for rapid response to cardiac arrest.

Discussion

On October 15, 2012 a little after 10:00 a.m. Chelsea Holmes, a student at Northwest High School, returning home from getting breakfast saw a dog on a leash with no owner. She stopped to check on the dog and then saw a man lying in front of her neighbor's house. She and a friend checked on the man and he was not breathing and had no pulse. Chelsea called for her mom's help, called 911, and started compression only CPR. Pam

Holmes, a nurse at Skilled Care, had been sleeping after a late shift the night before, woke up to her daughter's scream and pulled a wind cover over her pajama's and went out to take over CPR on the man in the neighbor's yard. Ms. Holmes did mouth to mouth ventilations during CPR. The CPR performed by Pam and Chelsea brought the man back to attempting to breath for a short period and then he stopped again. The paramedic that arrived on scene first noticed that Pam was doing very good quality CPR and had her continue chest compressions while he performed other treatments until the engine company arrived to take over CPR.

What makes this act so special is that Pam and Chelsea did not know the man, but still rendered aid, CPR and mouth to mouth ventilations.

Pam Holmes had just renewed her CPR training 2 ½ weeks before this incident, and had never had to do CPR until this day.

The Grand Island Fire Department would like to present Pam Holmes and Chelsea Holmes with the Citizen's Citation Award for their display of heroism shown on October 15, 2012.

Recommendation

It is recommended that Pam Holmes and Chelsea Holmes be presented with the Grand Island Fire Department's Citizen's Citation for their life saving efforts on October 15, 2012.



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item E1

Public Hearing on Request from Olsson Associates on behalf of Helen Foreman for a Conditional Use Permit for a Soil Vapor Extraction and Air Sparge Remediation Trailer Located at 1515 West 2nd Street

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 13, 2012

Subject: Request of Olsson Associates on behalf of Ms. Helen Forman for Renewal of a Conditional Use Permit for a Temporary Trailer located at 1515 West 2nd Street

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the continued placement of a vapor extraction trailer to facilitate the removal of petroleum contamination from groundwater at the site. The site is currently zoned (B-2) General Business. Trailers and temporary buildings are only allowed within this zoning classification if approved by the City Council in the form of a conditional use permit.

The request is for approval for an additional two year period.

Discussion

This proposal is to allow for the continued use of the trailer at the site to aid in the clean up of groundwater. The proposed length of time is for an additional two years, the City code provides for a two year approval with the possibility of subsequent approvals. The site location is such that it would not appear that this request will have any negative impact on the neighboring properties, and no concerns have been presented.

The original proposal included the installation of a cedar picket fence for screening. It does appear appropriate to include this as a condition to any approval as the Business Improvement District and local property owners have a considerable investment in providing landscaping along the 2nd Street corridor.

Alternatives

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

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

Recommendation

Approve the request with the condition that the proposed picket fence be maintained at a height of 6' around the trailer and associated equipment during the a two year period duration of the conditional use permit, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit to allow for the use of a temporary vapor extraction facility for a two year period, including staff recommendations, finding that the application conforms with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Soil Vapor Extraction and Air Sparging Remediation Trailer
2. The owner(s) of the described property is/are: Walgreen Co an Illinois Corp Store # 03467
3. The legal description of the property is: Karnohan & Decker's Add LT4 XC City & W 56' LT 3 XC State Blk 17
4. The address of the property is: 1515 West 2nd Street
5. The zoning classification of the property is: Commercial
6. Existing improvements on the property is: No improvements on this lot
7. The duration of the proposed use is: 2 additional years
8. Plans for construction of permanent facility is: Already constructed - see original application
9. The character of the immediate neighborhood is: Residential and Commercial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Renewal and extension of existing permit

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

9-27-12

Date

Walter Foreman

Owners(s)

402-466-5500

Phone Number

5500 Hancock Ave

Address

Lincoln
City

NE
State

68504
Zip

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



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item E2

**Public Hearing on Request from Third City Christian Church for
a Conditional Use Permit for an Extension of Permit for Soft
Surface Parking with Additional Surfacing Located at 4100 West
13th Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: November 13, 2012

Subject: Request of Third City Christian Church for an Expansion to the Size and Allow Additional Time for a Conditional Use Permit for a Temporary Parking Lot at 4100 West 13th Street

Item #'s: E-2 & H-2

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request of Third City Christian Church to allow for the renewal and expansion of a temporary parking lot at 4100 West 13th Street. This request is to facilitate additional parking for the Church during a comprehensive survey and study to identify future growth and space needs. The property is currently zoned R-2, Low Density Residential Zone, that zoning classification allows churches and accessory uses but would require the parking lot improvements to comply with the City Code for improved surfaces. Approvals are required as the applicant wishes to continue to utilize the 100'x 250' gravel parking lot approved in 2010 and provide an additional 150' x 240' gravel area installed sometime in the recent past to the north of the existing gravel parking lot.

City code does provide for City Council approval of temporary uses, not to exceed two years in undeveloped areas and six months in developed areas.

Discussion

The placement of gravel for a surface as opposed to a permanent hard surface of asphalt or concrete would be allowed by code only as a temporary use approved by the City council.

The request for an additional two years will allow for the Church to complete a study and survey the congregation to identify future growth and facility needs.

Two conditions placed on the original approval were: 1). A landscape buffer included within the required 25' front yard setback along the south boundary adjacent to 13th

Street needs to be provided to comply with setback requirements of the City Code. 2). the responsibility of controlling any dust created from the lots needs to be addressed by the applicant during any dry months throughout the duration of the use.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the request with the conditions identified finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit to allow a temporary parking lot with a gravel surface for a two year period, including staff recommended conditions, finding that the application conforms with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Extension of permit for soft surface parking w/ additional surfacing.
2. The owner(s) of the described property is/are: Third City Christian Church 4100 W. 13TH
3. The legal description of the property is: Lot 1 Grand West Sub division
4. The address of the property is: 4100 W. 13TH Street
5. The zoning classification of the property is: R2
6. Existing improvements on the property is: Church Building, Garage + Parking
7. The duration of the proposed use is: 2 years
8. Plans for construction of permanent facility is: Permanent paving once funds are raised
9. The character of the immediate neighborhood is: AG - Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We have a limited number of overflow parking places from 9:30-10:30 am on Sundays as well as a couple of days during the year for larger events. We will be adding permanent parking once the funds are raised.

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

Oct. 8, 2012

Date

Scott Jones, Minister
Third City Christian Church

Owners(s)

308 384 5038

Phone Number

4100 W. 13TH ST

Address

GI

City

NE

State

68603

Zip

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

STEINBECK INSURANCE AGENCY

KEN STEINBECK, LUTCF

1528 Mansfield Road, Grand Island, NE 68803-1547

308-381-2714 / 308-389-3452 (fax)

KenSteinbeck@GMail.com



10/26/2012

RaNae Edwards
City Clerk
City of Grand Island
PO Box #1968
Grand Island, NE 68802-1968

RE: November 13th - Public Hearing – Third City Christian Church – parking lot

Dear RaNae,

I have received your letter about the upcoming public hearing on 11/13.

I will not be able to attend the hearing, but I did want my comments entered into the record. My wife and I have no complaint about our friends at Third City Christian Church with their desire to expand their existing parking lot.

My wife and I are NOT members of their congregation. We are members of Peace Lutheran. But, we just wanted to say that Third City Christian have been good “neighbors.” As neighbors we have had a mutual problem with storm water drainage (weren’t those the good ol’ days when we got rain in Nebraska!), and they were concerned about the solution that they derived, and that it would not negatively affect our property.

We support their effort to expand their parking lot. Thank you.

Sincerely,


Ken & Elaine Steinbeck

CC: Third City Christian Church
Pastor Scott Jones
4100 West 13th Street
Grand Island, NE 68803



**PROPOSED
ADDITIONAL
250'X150'
PARKING**

**PARKING APPROVED
by COUNCIL 11-9-10**

LOCATION MAP



1 inch = 100 feet



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item E3

Public Hearing on Acquisition of Utility Easement - 3016 East Bismark Road - GI Kennel Club

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: November 13, 2013

Subject: Acquisition of Utility Easement – 3016 East Bismark Road – Grand Island Kennel Club

Item #'s: E- 3 & G-5

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 the Grand Island Kennel Club, located at 3016 East Bismark Road, 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 relocate an overhead power line that is too close to a newly constructed garage on the adjacent property. This will solve a safety issue for the Utilities Department.

Alternatives

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

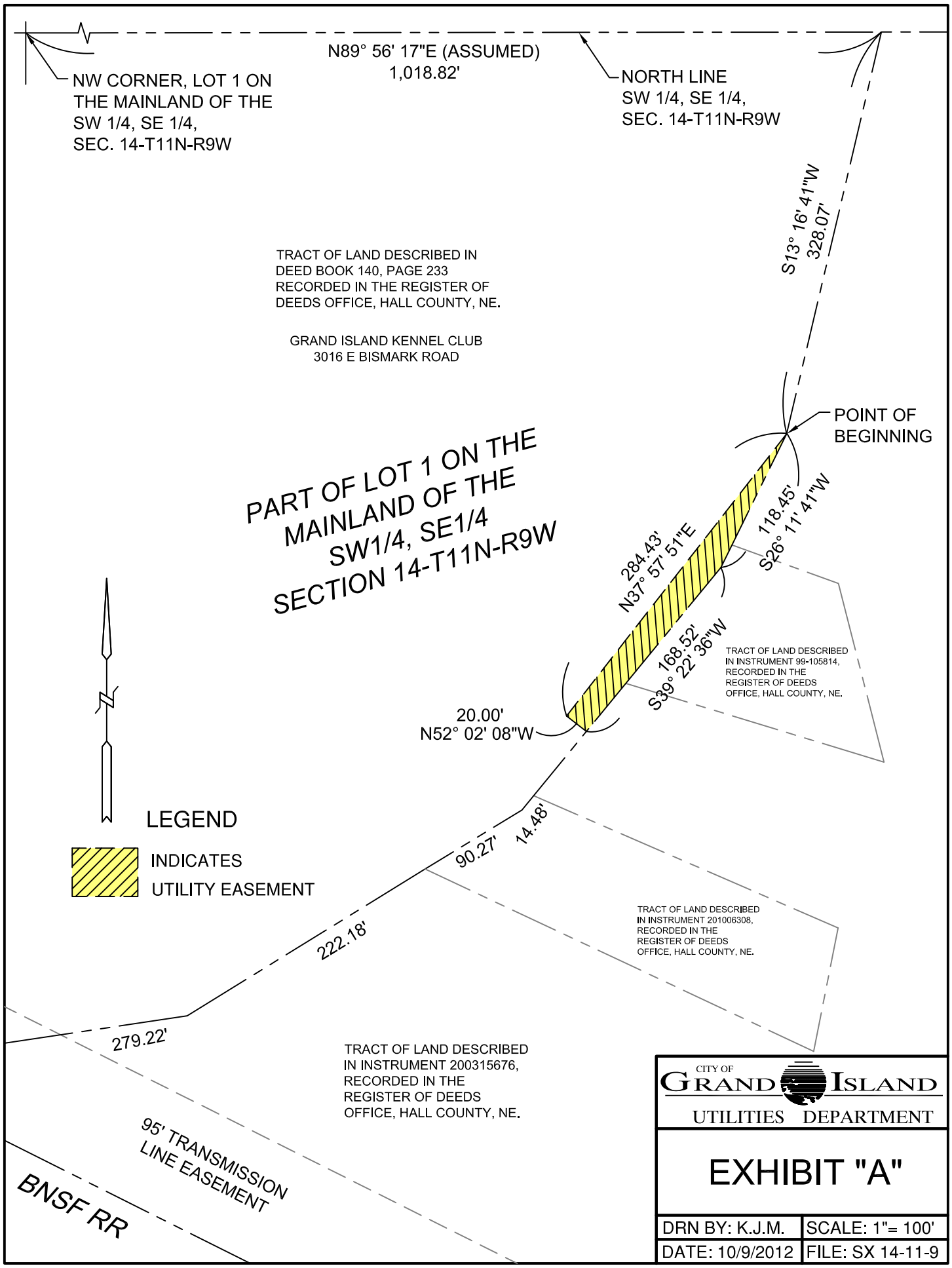
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, November 13, 2012

Council Session

Item E4

**Public Hearing on Acquisition of Public Right-of-Way for the
Moore's Creek Drainway Extension (Eric M. & Kenda D. Pollock
and Barry W. Niedfelt)**

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: November 13, 2012

Subject: Public Hearing Concerning Acquisition of Public Right-of-Way for the Moore's Creek Drainway Extension (Eric M. & Kenda D. Pollock and Barry W. Niedfelt)

Item #'s: E-4 & G-8

Presenter(s): Terry Brown, Interim Public Works Director

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. Public right-of-way is needed for the extension of the Moore's Creek Drainway to accommodate the installation of storm sewer. The public right-of-way will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of drainage utilities within the easements.

This particular drainway extension will pick up where the last project was completed at North Road and Old Potash, during the summer of 2012.

Discussion

The purchase price of the necessary public right-of-way has been negotiated with the two (2) affected property owners. The negotiated price per acre is \$15,000.00, which is a total of \$82,350 for the acquisition.

Alternatives

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

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

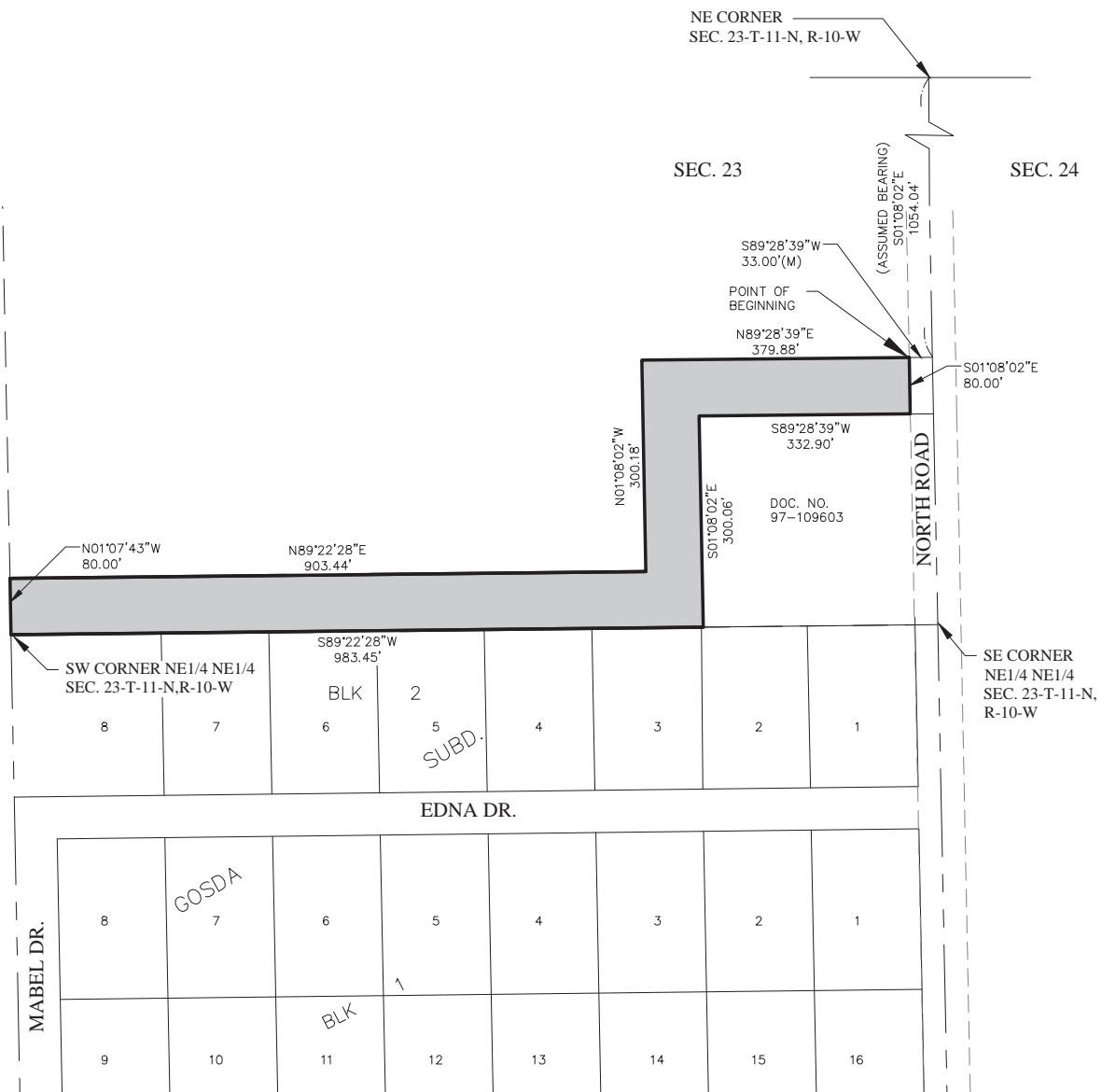
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the necessary Public Right-of-Way.

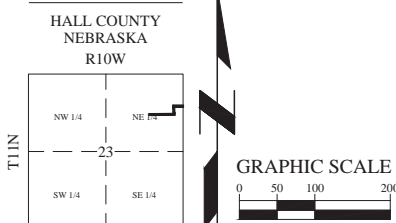
Sample Motion

Move to approve the acquisition of the necessary Public Right-of-Way.

EXHIBIT TRACT 2



VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

DATE	11/5/2012
SCALE	1"=200'
DRAWN	KSL
JOB NO.	R121267
FIELD BOOK	
FIELD WORK	EG
SHEET	1 OF 1
FILE NO.	

JEO CONSULTING GROUP INC.
800.723.8567

OFFICES

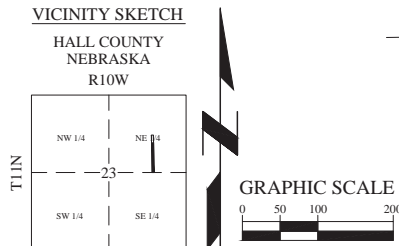
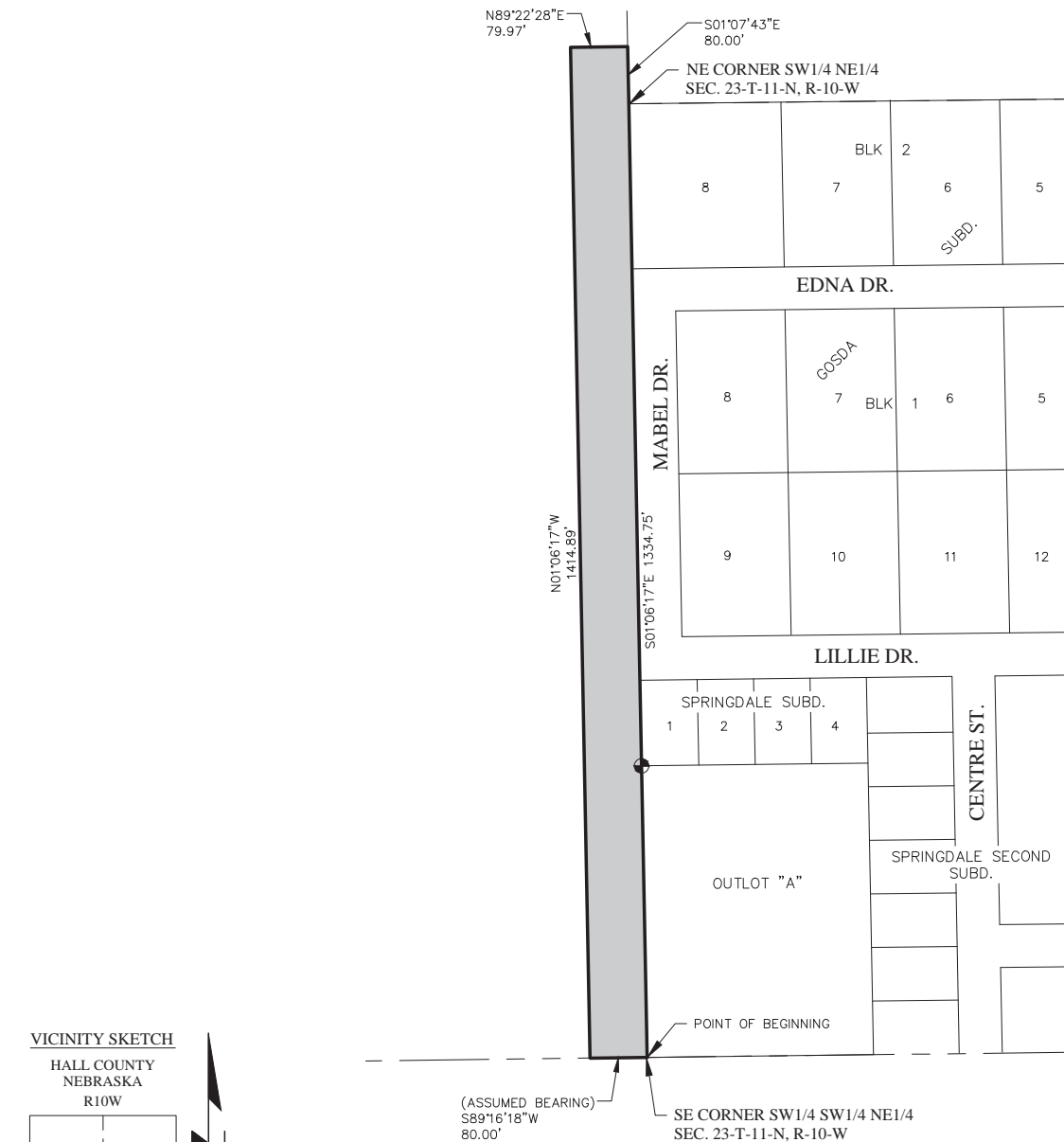
Wahoo, NE 402.443.4661
Hastings, NE 402.462.5657
Lincoln, NE 402.435.3080
Nebraska City, NE 402.873.6766
Norfolk, NE 402.371.6416
Grand Island, NE 308.381.7428
Omaha, NE 402.934.3680
Carroll, IA 712.792.9711
South Sioux City, NE 402.494.7019
Ankeny, IA 515.964.5310

www.jeo.com

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 332.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.18 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.88 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

EXHIBIT TRACT 3



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEEDED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE

DATE	11/5/2012
SCALE	1"=200'
DRAWN	KSL
JOB NO.	R121267
FIELD BOOK	
FIELD WORK	EG
SHEET	1 OF 1
FILE NO.	

JE

JE CONSULTING GROUP INC

800.723.8567

OFFICES

Wahoo, NE 402.443.4661
Hastings, NE 402.462.5657
Lincoln, NE 402.435.3080
Nebraska City, NE 402.873.6766
Norfolk, NE 402.371.6416
Grand Island, NE 308.381.7428
Omaha, NE 402.934.3680
Carroll, IA 712.792.9711
South Sioux City, NE 402.494.7019
Ankeny, IA 515.964.5310

www.jeo.com

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S89°16'18"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N01°06'17"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1414.89 FEET; THENCE N89°22'28"E, A DISTANCE OF 80.00 FEET; THENCE S01°07'43"E ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°06'17"E ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1334.75 FEET TO THE POINT OF BEGINNING, CONTAINING 2.59 ACRES, MORE OR LESS.



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item E5

**Public Hearing on Acquisition of Public Right-of-Way for the
Walk to Walnut Safe Routes to School Project (Grand Island
Public Schools)**

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Public Hearing Concerning Acquisition of Public Right-of-Way for the Walk to Walnut Safe Routes to School Project (Grand Island Public Schools)

Item #'s: E-5 & G-9

Presenter(s): Terry Brown, Interim Public Works Director

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. Public Right-of-Way is needed in the Walk to Walnut Safe Routes to School Project area to allow for the construction, operation, maintenance, extension, repair, replacement, and removal of elements involved with this project.

Discussion

At tonight's meeting we are also requesting approval to acquire a temporary easement on this same property to accommodate the construction of the Walk to Walnut Safe Routes to School 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 conduct a Public Hearing and approve acquisition of Public Right-of-Way.

Sample Motion

Move to approve the acquisition of Public Right-of-Way.

WARRANTY DEED – INDIVIDUAL (page 1)

PROJECT: SRTS-40(57)

C.N.: 42521

TRACT: 2

KNOW ALL MEN BY THESE PRESENTS:

THAT Grand Island Public Schools of Hall County, Nebraska

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of (\$ 1.00) **ONE DOLLAR** in hand paid do hereby grant, bargain, sell, convey and confirm unto THE CITY OF GRAND ISLAND, the following described real estate situated in HALL County, and State of Nebraska, to-wit;

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 19, Block 2, Imperial Village Subdivision; thence running northerly along the west line of Lot 20, Block 2, Imperial Village Subdivision, a distance of Twenty and Fourteen Hundredths (20.14) feet to the Point of Beginning, thence continuing northerly along said west line of Lot 20, a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet to the Point of Beginning, containing 9,350 square feet more or less.

And

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence running easterly on an extension of the north line of said Lot 20, a distance of Seven and One Hundredths (7.01) feet a point on the west right-of-way line of Custer Avenue, thence running northerly along said west right-of-way line a distance of Eighty Four and Ninety One Hundredths (84.91) feet; thence deflecting 89°42'29" left, and running a distance of One Hundred Forty Seven and Forty One Hundredths (147.41) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet to a point on the north line of said Lot 20; thence running easterly along said north line of Lot 20, a distance of One Hundred Forty and Eighty Three Hundredths (140.83) feet to the Point of Beginning, containing 12,541 square feet more or less.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

WARRANTY DEED – INDIVIDUAL (page 2)

PROJECT: SRTS-40(57)

C.N.: 42521

TRACT: 2

Signed this day of , A.D. 20 .

STATE OF _____)
)ss.
_____ County)

On this _____ day of _____, A.D., 20____, before me, a
General Notary Public, duly commissioned and qualified, personally came

_____ to me known to be the identical person _____
affixed to the foregoing instrument as Grantor _____ and acknowledged
the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Notary Public.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner: Grand Island Public Schools of Hall County, Nebraska
3. Buyer: City of Grand Island

Project No.: SRTS-40(57)
Control No.: 42521
Tract No.: 2

THIS CONTRACT, made and entered into this 12th day of October, 2012 by and between, **Grand Island Public Schools of Hall County, Nebraska**, 123 South Webb Road, Grand Island, NE 68802-5900, hereinafter called the OWNER, and **The City of Grand Island**, hereinafter called the BUYER.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described as follows.

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 19, Block 2, Imperial Village Subdivision; thence running northerly along the west line of Lot 20, Block 2, Imperial Village Subdivision, a distance of Twenty and Fourteen Hundredths (20.14) feet to the Point of Beginning, thence continuing northerly along said west line of Lot 20, a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet to the Point of Beginning, containing 9,350 square feet more or less.

And

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence running easterly on an extension of the north line of said Lot 20, a distance of Seven and One Hundredths (7.01) feet a point on the west right-of-way line of Custer Avenue, thence running northerly along said west right-of-way line a distance of Eighty Four and Ninety One Hundredths (84.91) feet; thence deflecting 89°42'29" left, and running a distance of One Hundred Forty Seven and Forty One Hundredths (147.41) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet to a point on the north line of said Lot 20; thence running easterly along said north line of Lot 20, a distance of One Hundred Forty and Eighty Three Hundredths (140.83) feet to the Point of Beginning, containing 12,541 square feet more or less.

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>9350</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Approximately <u>12541</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	<u>\$ 0.00</u>
Damages for Control of Access: - NONE -	<u>\$ 0.00</u>
Other Damages: - NONE -	<u>\$ 0.00</u>
TOTAL	<u>\$ 0.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

It is agreed and understood that the Buyer shall own and hold the above described real estate as park land for public use and recreation.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

The City of Grand Island

By _____

Date _____

OWNER

Grand Island Public Schools of Hall County, NE

Jennifer Worthington
Oct 12, 2012

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

STATE OF _____

ss.

County

Dated this 12th day of October, 20 12

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

Jennifer Worthington

to me known to be the identical person _____ whose name IS affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

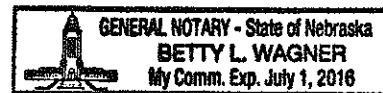
WITNESS my hand and Notarial Seal the day and year above written.

Notary Betty L. Wagner

STATE OF Nebraska

ss.

County

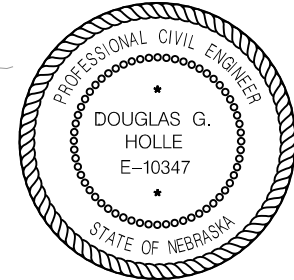
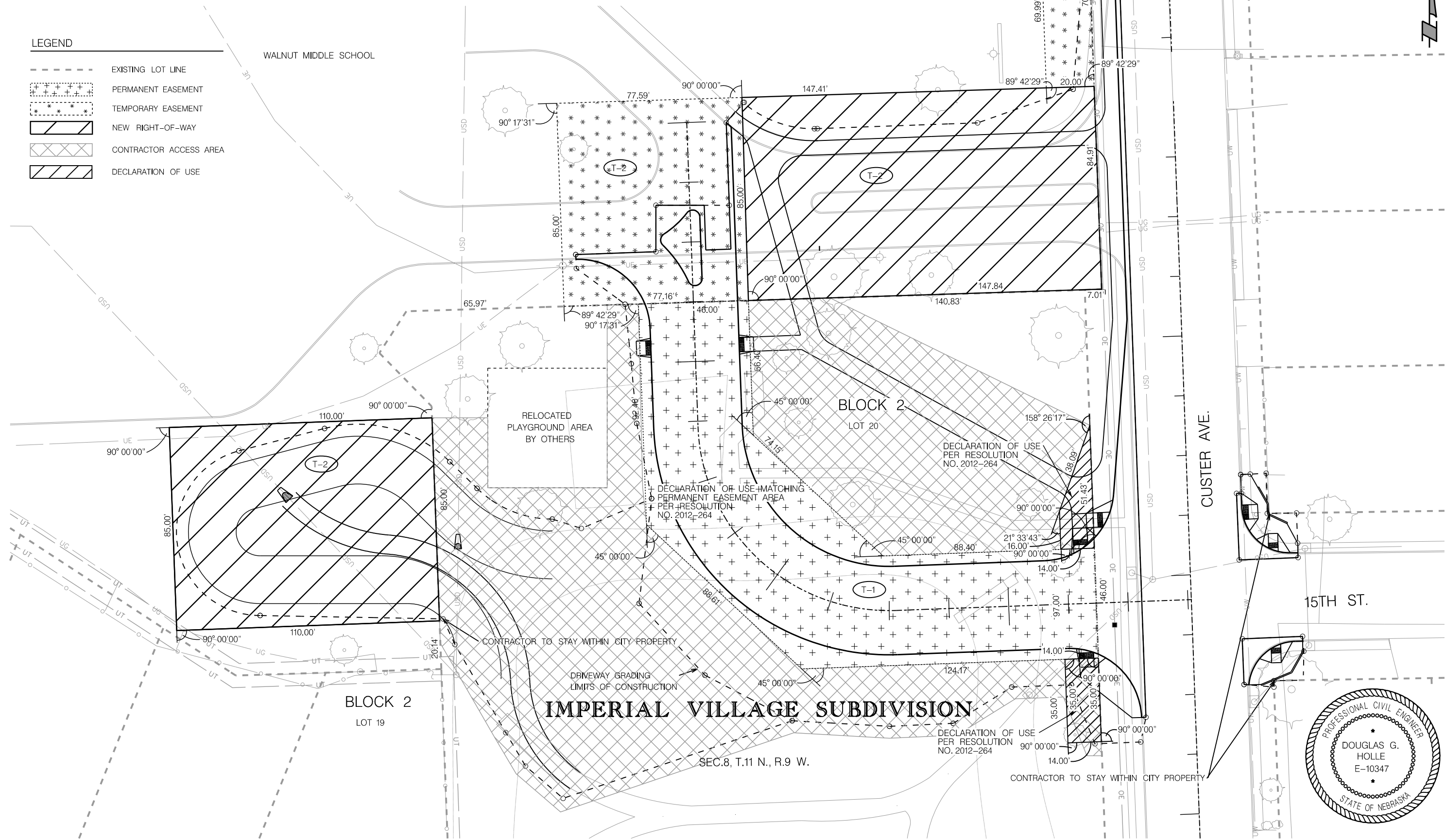


PROJ: SPRINTS
PEN: MEGAN STARNER
USER: MEGAN STARNER
DATE: 10/1/2012
DGN: ROW Sheet L00N

OWNERSHIP				EASEMENTS	
TRACT NO.	OWNER	DESCRIPTION	TAKING SQ. FT.	PERM. EASE. SQ. FT.	TEMP. EASE. SQ. FT.
T-1	CITY OF GRAND ISLAND	IMPERIAL VILLAGE SUB TO THE CITY OF GRAND ISLAND LT 20 BLK 2		13,017	
T-2	SCHOOL DISTRICT NUMBER 2 OF HALL COUNTY, NE	MISCELLANEOUS TRACTS 8-11-9 TO THE CITY OF GRAND ISLAND PT E 1/2 SW 1/4 27.65AC	21,891		7,978

LEGEND

- EXISTING LOT LINE
- + + + PERMANENT EASEMENT
- * * * TEMPORARY EASEMENT
- /// NEW RIGHT-OF-WAY
- XXX CONTRACTOR ACCESS AREA
- /// DECLARATION OF USE



RIGHT OF WAY



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item E6

Public Hearing on Comprehensive Revitalization Needs Assessment Application

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Council Meeting: November 13, 2012

Subject: Public Hearing on Comprehensive Revitalization
Assessment Block Grant Application

Item #: E-6 & G-23

Presenter(s): Marco Floreani, Community Development

Background

In 2005, the Nebraska Department of Economic Development (NDED) developed a program to utilize Community Development Block Grant (CDBG) funds in non-entitlement communities. The program allocates grant funds over a multi-year period to meet locally identified needs that are CDBG eligible. The City last received grant funds in 2009 for the initial assessment and revitalization strategy and was awarded subsequent funding of approximately \$260,000 per year in 2009, 2010 and 2011 to use for redevelopment projects in a specifically defined low to moderate income (LMI) neighborhood within city boundaries.

Eligible communities interested in the three year (2012-2015) Comprehensive Revitalization category must submit an application to the Nebraska Department of Economic Development (DED) by November 16, 2012. A public hearing is required prior to submission of an application to the Nebraska Department of Economic Development to solicit public comment and input into the proposed project and grant application. A legal notice was published in the October 29, 2012 Grand Island Independent with notice of this council meeting and contact information for written comments.

Discussion

The City is one of the eight eligible communities and may update or revise the 2009 Comprehensive Needs Assessment and a Revitalization Strategy to submit for the next three years of Comprehensive Revitalization funding from the Nebraska Department of Economic Development. The Comprehensive Needs Assessment must review 13 (LMI) Block Groups and inventory all types and degrees of housing and community development needs within each area. The Revitalization Strategy must identify a one, two and three year action plan to meet the needs of the (LMI) neighborhood(s) selected for investment. The Needs Assessment and Revitalization

Strategy process must involve citizen participation, particularly LMI residents, in all development and implementation phases.

The City of Grand Island is requesting a Planning Grant for \$13,500, plus \$1,500 in General Administration to develop and complete a Needs Assessment Strategy. The City will provide the required 25% cash match of \$3,000 for a project total of \$18,000. The required \$3,000 match is budgeted within the community development fund. The completed Needs Assessment and Revitalization Strategy will be used to assess 2012-2015 Comprehensive Revitalization grant funding opportunities from the Nebraska Department of Economic Development.

ALTERNATIVES

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

1. Approve the 2012 Community Revitalization Needs Assessment and Strategy application and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that Council approves the 2012 Community Revitalization Needs Assessment/Strategy application and authorizes the Mayor to sign all related documents.

Sample Motion

Move to approve the 2012 Community Revitalization Needs Assessment/Strategy application and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item F1

#9409 – Consideration of Amending Sections 2-18 and 2-21 of the Grand Island City Code Regarding Compensation for Elected Officials

Staff Contact: Robert J. Sivick, City Attorney

Council Agenda Memo

From: Robert J. Sivick, City Attorney
Meeting: November 13, 2012
Subject: Compensation for Elected Officials
Item #'s: F-1
Presenter(s): Councilman Larry Carney

Background

The relevant legal authorities regarding compensation for City of Grand Island (City) elected officials are as follows:

Neb. Const., Art. III, §19 which states in part, “[t]he compensation of any public officer...shall not be increased or diminished during his or her term of office, except that when there are members elected...and the terms of such members commence and end at different times...the compensation...may be increased or diminished at the beginning of the full term of any member thereof.”

Neb. Rev. Stat. §16-326 which states in part the salary “of any elective officer shall not be increased or diminished during the term for which he was elected, except that when there are officers elected to the council...and the terms of one or more members commence and end at different times, the compensation of all members of such council...may be increased or diminished at the beginning of the full term of any member thereof.”

Grand Island City Code §2-18 which states in part, “[t]he annual compensation for the mayor shall be \$13,000....”

Grand Island City Code §2-21 which states in part, “[t]he annual compensation for members of the city council shall be \$6,000....”

Grand Island City Ordinance 8708, approved on January 22, 2002 which set the present compensation for City elected officials by raising the previous annual compensation for the Mayor from twelve thousand to thirteen thousand dollars and for the City Council (Council) from five to six thousand dollars.

Discussion

Pursuant to the legal authorities cited above, any increase in the Mayor's compensation could not take effect until the next mayoral term which begins at the first regular Council meeting in December, 2014. Any increase in the Council's compensation could not take effect until the beginning of the term of any member of the Council. Since the term of office for five members of the Council begins on December 4, 2012 any increase in compensation for the entire Council would begin on that date.

The proposed Ordinance increases the Mayor's annual compensation from thirteen thousand to twenty thousand dollars and Council Member's annual compensation from six to ten thousand dollars.

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 a future date.
4. Take no action on the issue.

Recommendation

The City Administration has no recommendation.

Sample Motion

Move to approve Ordinance No. 9409 increasing the annual compensation of the Mayor to twenty thousand dollars effective December 2014 and the annual compensation of members of the Council to ten thousand dollars effective December 4, 2012.

ORDINANCE NO. 9409

WHEREAS, the Grand Island City Council has decided to amend Sections 2-18 and 2-21, its laws setting forth the respective compensation of the Mayor and members of the City Council,

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

I. That §2-18 of the Grand Island City Code be amended to read as follows:

§2-18. Mayor; Compensation

Beginning at the first regular Council meeting in December, 2014 and thereafter The annual compensation for the mayor shall be twenty thousand dollars (\$20,000.00) ~~\$13,000 per year~~, payable monthly in equal installments as required by law.

II. That §2-21 of the Grand Island City Code be amended to read as follows:

§2-21. City Council Members; Compensation

Beginning at the first regular Council meeting in December, 2012 and thereafter The annual compensation for members of the city council shall be ten thousand dollars (\$10,000.00) ~~\$6,000 per year~~, payable monthly in equal installments as required by law.

III. Any ordinances or parts of ordinances in conflict are hereby repealed.

IV. This ordinance shall be in full force and will take effect from and after its passage and publication pursuant to law.

Enacted: November 13, 2012.

Jay Vavricek, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G1

Approving Minutes of October 23, 2012 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
October 23, 2012

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on October 23, 2012. Notice of the meeting was given in *The Grand Island Independent* on October 17, 2012.

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, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Vaughn Minton, and John Gericke. Councilmember Peg Gilbert was absent. The following City Officials were present: City Clerk RaNae Edwards, City Attorney Robert Sivick, Interim Public Works Director Terry Brown and Finance Director Jaye Monter.

INVOCATION was given by Pastor Rene Lopez, Iglesia de Dios, 2325 West State Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Emma Kreutzer.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of the "Mayor's Builder Award" to Tom and Kim Dinsdale. Mayor Vavricek presented the fifth "Mayor's Builder Award" to Tom and Kim Dinsdale. Tom Dinsdale was present for the recognition.

Proclamation "Project Homeless Connect Day" October 25, 2012. Mayor Vavricek proclaimed October 25, 2012 as "Project Homeless Connect Day". Two representatives from Project Homeless were present to receive the Proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Wilmar Realty, LLC dba Wilmar, 620 West State Street, Suite B for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Wilmar Realty, LLC dba Wilmar, 620 West State Street, Suite B. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 4, 2012; notice to the general public of date, time, and place of hearing published on October 13, 2012; notice to the applicant of date, time, and place of hearing mailed on October 4, 2012; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Tim Bolton and Tracy Goodman representing Wilmar Realty were present to answer questions. No further public testimony was heard.

Public Hearing on Request from Faulk & Foster on behalf of Verizon Wireless for a Conditional Use Permit for Construction of an 80' Monopole and Equipment Shelter Located at 1922 West 3rd Street. Building Department Director Craig Lewis reported that this request was to allow for the construction of an 80 foot monopole and equipment shelter to facilitate Verizon Wireless

cellular service area. Staff recommended approval. John Yokum, Deshler, NE representing Verizon Wireless was present to answer questions. No further public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan Area 1 Located at 1103 St. Paul Road. Regional Planning Director Chad Nabity reported that the Grand Island Area Habitat for Humanity, developer, had submitted a proposed amendment to the redevelopment plan Area 1 for site acquisition, clearance and extension of utilities and subsequent construction of three single family houses. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan Area 2 Located at 1135 South Locust Street. Regional Planning Director Chad Nabity reported that the developer intended to use Tax Increment Financing to aid in renovation of the existing retail space at 1135 South Locust Street. Staff recommended approval. Jerry Jacobson, owner, 1112 South Locust Street was present to answer questions. No further public testimony was heard.

CONSENT AGENDA: Consent Agenda item G-4 was pulled for further discussion. Motion by Ramsey, second by Niemann to approve the Consent Agenda excluding item G-4. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 9, 2012 City Council Regular Meeting.

Approving Re-Appointment of Doug Jensen to the Animal Advisory Board.

#2012-306 – Approving Contract for Downtown Phase I Planning Services.

#2012-307 – Approving Contract for Voice Communications System with Business Telecommunication Systems of Grand Island, NE in an Amount of \$73,196.00 and Installation not to exceed \$3,000.00. Andrew Dewy, consultant representing Dewy Computer Service explained that the current phone system at City Hall was 20 years old and was in need of replacement. Discussion was held regarding D.I.D lines and additional cost and upgrade from analog to digital. Comments were made concerning the need for 120 full duplex speaker phones which were top of the line. The difference in cost for phones without speakers would be \$90.00 per phone. The life span of the new system was expected to be 15 to 20 years.

Motion by Carney, second by Gericke to call the question. Upon roll call vote, Councilmembers Carney, Niemann, Ramsey, Nickerson, Donaldson, Dugan, Minton, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

Motion by Dugan, second by Carney to approve Resolution #2012-307. Upon roll call vote, Councilmembers Carney, Niemann, Ramsey, Nickerson, Donaldson, and Gericke voted aye. Councilmembers Haase, Dugan, and Minton voted no. Motion adopted.

#2012-308 – Approving Bid Award for Substation Transformer Testing Services with Eaton Corporation of Lenexa, Kansas in an Amount of \$71,236.32.

#2012-309 – Approving Bid Award for the Law Enforcement Center & Downtown Parking Lot Snow Removal Operations for the 2012/2013 Winter Season with Premier Snow Removal, LLC of Grand Island, NE in an Amount of \$35.00 per load for Trucks hauling snow; \$120.00 per hour

for Tractor Loader w/Box Blade; \$100.00 per hour for Skid Steer Loader; and \$200.00 per hour for Tractor with Pull Blade.

#2012-310 – Approving Renewal of Website Hosting Agreement with Vision Internet of Santa Monica, CA for a three-year contract in an Amount of \$231.52 monthly with an annual five percent increase.

REQUESTS AND REFERRALS:

Consideration of Request from Faulk & Foster on behalf of Verizon Wireless for a Conditional Use Permit for Construction of an 80' Monopole and Equipment Shelter Located at 1922 West 3rd Street. This item related to the aforementioned Public Hearing.

Motion by Donaldson, second by Haase to approve the request from Faulk & Foster. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2012-311 – Approving the Exemption of the Capital Avenue Widening – Webb Road to Broadwell Avenue Project from being Partially Funded by a Paving Assessment District. Interim Public Works Director Terry Brown reported that several meetings had been held regarding the Capital Avenue widening project. Staff recommended that a paving district not be created for Webb Road to Broadwell Avenue based on the lack of benefit for the majority of property owners along the project.

The following people spoke in support:

Ryan Banzhaf, 2423 No. Howard Avenue
Athel Lamborn, 2623 W. Capital Avenue
Donna Whitaker, 2418 N. Custer Avenue
Jim O'Neill, 2426 N. Custer Avenue
Jamie Watch, 2719 Capital Avenue
Kay Blair, 2431 Sheridan Avenue
Evelyn Brown, 3027 W. Capital Avenue, Suit 1
Janet Knapp, 3027 W. Capital Avenue, Suite 6
Densel Rasmussen, 2809 Brentwood Blvd.
Jerry Watch, 2719 Capital Avenue
Jack Jarecke, 2815 W. Capital Avenue
Gullerimo Pena, 311 East 3rd Street

Raymond O'Connor, 611 Fleetwood Road spoke concerning the commercial property and inconsistency in assessments districts.

A lengthy discussion was held regarding the inconsistency in assessments for commercial properties, exempting all arterial streets and a need for a policy. Finance Director Jaye Monter explained the 2013 budget regarding the income and expenses for this project.

Matt Rief representing Olsson Associates stated the cost of assessments to property owners would be approximately \$80.00 to \$90.00 per front footage. City Attorney Robert Sivick explained the state statutes regarding assessment districts.

Motion by Gericke, second by Carney to approve Resolution #2012-311. Upon roll call vote, all voted aye. Motion adopted.

#2012-312 – Consideration of Amendment to the redevelopment Plan Area 1 Located at 1103 St. Paul Road. This item related to the aforementioned Public Hearing.

Motion by Donaldson, second by Nickerson to approve Resolution #2012-312. Upon roll call vote, all voted aye. Motion adopted.

#2012-313 – Consideration of Amendment to the Redevelopment Plan Area 2 Located at 1135 South Locust Street. This item related to the aforementioned Public Hearing.

Motion by Dugan, second by Haase to approve Resolution #2012-313. Upon roll call vote, all voted aye. Motion adopted.

#2012-314 – Approving Automated Metering Infrastructure (AMI) Pilot Project. Utilities Director Tim Luchsinger reported that the intent of the pilot project was to gain first-hand experience with the installation and operation of an AMI system as well as determine the fiscal costs and benefits. The proposed project area to be used was the new water construction in Merrick County. Discussion was held regarding wireless networks and cost of service.

Motion by Haase, second by Dugan to approve Resolution #2012-314. Upon roll call vote, all voted aye. Motion adopted.

#2012-315 – Consideration of Request from Wilmar Realty LLC dba Wilmar, 620 West State Street, Suite B for a Class “C” Liquor License and Liquor Manager Designation for James Goodman, 2716 Apache Road. This item related to the aforementioned Public Hearing.

Motion by Carney, second by Minton to approve Resolution #2012-315. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Donaldson to approve the Claims for the period of October 10, 2012 through October 23, 2012, for a total amount of \$4,493,163.62.

Discussion was held regarding the ICMA dues for the City Administrator.

Motion by Haase, second by Niemann to deny the claim to ICMA in the amount of \$934.80. Upon roll call vote, Councilmember's Haase, Dugan, and Gericke voted aye. Councilmember's Carney, Niemann, Ramsey, Nickerson, Donaldson, and Minton voted no. Motion failed.

Roll call vote upon the main motion, all voted aye. Motion adopted.

ADJOURN TO EXECUTIVE SESSION: Motion by Ramsey, second by Dugan to adjourn to Executive Session at 9:22 p.m. for the purpose of a strategy session with respect to Union Negotiation for IAFF. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Ramsey, second by Dugan to return to Regular Session at 9:58 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:58 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G2

Approving Minutes of October 30, 2012 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

October 30, 2012

Pursuant to due call and notice thereof, a Special Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on October 30, 2012. Notice of the meeting was given in *The Grand Island Independent* on October 24, 2012.

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, Vaughn Minton, and John Gericke. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, and Finance Director Jaye Monter.

The PLEDGE OF ALLEGIANCE was said.

Councilmember Carney was present at 7:03 p.m.

RESOLUTION:

#2012-316 – Approving Labor Agreement with IAFF Local 647. Human Resources Director Brenda Sutherland reported that the current labor agreement with the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF) expired on September 30, 2012. Negotiations took place and a labor agreement was reached retroactive to October 1, 2012 through September 30, 2014. The agreement specified a wage increase of 2% in the first year and an increase of 2.5% in the second year. Ms. Sutherland explained the following changes in the contract: overtime pay, vacations, medical leave, rates of pay for work performed, grievance procedure, and duration of offer.

Motion by Dugan, second by Gericke to approve Resolution #2012-316. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCE:

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

#9408 – Consideration of Approving Salary Ordinance

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

#9408 – Consideration of Approving Salary Ordinance.

Motion by Donaldson, second by Gericke to approve Ordinance #9408.

City Clerk: Ordinance #9408 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 #9408 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 #9408 is declared to be lawfully adopted upon publication as required by law.

ADJOURNMENT: The meeting was adjourned at 7:13 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G3

Approving Minutes of November 6, 2012 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

November 6, 2012

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 6, 2012. Notice of the meeting was given in the *Grand Island Independent* on October 31, 2012.

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

INVOCATION was given by Community Youth Council member Ashley Bykerk followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced CYC member Ashley Bykerk.

SPECIAL ITEMS:

Presentation on Metropolitan Planning Organization (MPO). Regional Planning Director Chad Nabity reported that during the 2010 Census the City had reached 50,440 in population as determined by the Census Department. This number included the surrounding urbanized area including the east lakes, the subdivisions across Gunbarrel Road into Merrick County and the Village of Alda. A PowerPoint presentation was given explaining what an MPO is.

What is an MPO?

- A transportation policy-making and planning body with representatives of local, state & federal government and transportation authorities
- A forum for cooperative decision making involving key stakeholders
- Federal requirement in Census urbanized areas of 50,000 or more
- At >200,000, designated a Transportation Management Area (TMA)
- After the 2010 Census, as many as 420 MPOs
- The Policy Committee or Board is the designated MPO, not the staff

Question was asked about how many MPOs were added. Mr. Nabity stated he thought it was 27.

What About MPO staff?

- Federal law is silent on staffing the MPO
- Great flexibility in staff arrangements, often depends on state law
- Typically have a “host agency” as fiscal/administrative agent

- FHWA and FTA have funding programs to support MPO work; provide a maximum 80% Federal share
- Required work may be performed by staff, member agencies, consultants

Typical MPO Structure:

Policy Committee or Board

- For TMAs, the MPO shall consist of local elected officials; officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation; and appropriate State officials
- For all MPOs, designation occurs by agreement between the Governor and local governments representing at least 75% of the population including the largest incorporated city
- Policy Committees determine their own representation and decision making procedures; some require consensus, others majority of super-majority
- Some MPOs have an Executive or Management Committee to handle agendas and routine matters

Question was asked concerning who selects the membership of the board. Mr. Nabity stated the City Council would be the approving authority. CDBG grants would no longer need the approval of the council. Transit funding would be outside this structure.

Discussion was held regarding the differences between Omaha, Lincoln, and South Sioux City who were MPOs and if legislation needed to be added to the statutes regarding First Class cities the size of Grand Island being MPOs. The policy board would have to be a separate entity. Discussion was held whether the City Council could set as the MPO policy board.

Mr. Nabity stated that by the end of February 2013 an MPO and policy board would need to be formed. Additional staffing was discussed. It was suggested that a timeline be created on what needed to be done and when. Interim Public Works Director Terry Brown commented on the Federal requirements for MPOs.

Planning (or Technical) Committee

- An advisory body to the MPO Board for transportation issues, primarily technical in nature
- Oversees MPO technical work and develops recommendations on projects and programs for Board consideration
- Usually composed of staff-level officials of local, state & federal agencies
- May have standing sub-committees, for example TIP, Transit, Program Administration
- May create ad hoc sub-committees

Mr. Nabity stated currently we have a One and Six Year Plan, with an MPO we would have a Four and Twenty Year Plan.

Citizen Advisory Committee

- Acts in an advisory capacity to MPO Board as liaison to the public

- Advises on public involvement strategies
- May assist in organizing and managing public meetings and comments
- Composed of members of the public
 - Often appointed by localities and MPO policy board
 - Sometimes elected
 - May include representatives of stakeholder and advocacy groups like neighborhood, environmental, bicycle and pedestrian, or transit users

Why an MPO?

- Planning's job is to elicit the region's shared vision for the future
- Requires a comprehensive examination of the region's future and investment alternative – Technical and qualitative forecasts
- Transportation investment means allocating scarce transportation funding resources that achieve outcomes that move toward the vision
- MPO facilitates collaboration of governments, interested parties, and residents

Question was asked whether the Regional Planning Commission could serve as the Citizen Advisory Committee. Mr. Nabity stated they could. Discussion was held regarding the current County transportation system. Mentioned was that private stakeholders were necessary in this process.

MPO Federally Required Products:

- Long Range Transportation Plan (LRTP) – Goals, objectives, actions
- Unified Planning Work Program (UPWP) – Tasks to accomplish planning activities
- Transportation Improvement Program (TIP) – Projects to implement the LRTP
- Participation Plan – Communication with the Public and key affected groups – Environmental Justice – Limited English Proficiency Plan
- Coordinated Public Transit-Human Services Transportation Plan – How to make best use of transit operations
- Congestion Management Process (CMP) – Required only in TMAs – Identifies congestion in all modes, and mitigation strategies
- Air Quality planning in non-attainment areas – The LRTP and TIP are subject to conformity analysis

Mr. Nabity stated a Unified Planning Work Program needed to be done in 1-2 years; Long Range Transportation Plan – 20 years (minimum); and Transportation Improvement Program within 4 years (minimum).

Subjects for MPO Long Range Plans

MAP-21 required planning factors

- Economic vitality
- Safety
- Security
- Accessibility and mobility
- Environmental areas, promote energy conservation, improve the quality of life

- Integration and connectivity
- Management & operations
- Preservation

MAP-21 Performance Measures

- Infrastructure condition: state of good repair
- Congestion reduction: reduce congestion on NHS
- Safety: reduce fatalities and serious injuries on public roads
- System Reliability: improve efficiency of travel
- Freight Movement and Economic Vitality: improve freight networks, rural access, and regional economic development
- Environmental Sustainability: protect and enhance the environment
- Project Delivery: reduce delays in project development and delivery
- Targets to be determined by MPOs and states

Comments were made concerning railroads and the Cornhusker Army Ammunition Plant and their importance in the future of Grand Island. Mentioned was the make-up of the policy committee. Questioned was what the next steps would be. Mr. Nabity stated the scope of services and a contract with the State of Nebraska would be brought forward for Council approval. By the end of February the scope of the MPO needed to be sent to the Governor. City Administrator Mary Lou Brown stated this was the first of many Study Sessions on this topic.

Concern was brought forward regarding another layer of government with additional cost for staff. Requested were samples from other cities and for us not to rush the process. Mr. Brown stated he could send a link of other MPOs to Council. Mentioned was to continue the transportation we currently had through this transition.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G4

#2012-317 - Approving Contract for Section 125 Cafeteria Plan

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: November 13, 2012

Subject: Approval of Section 125 Flexible Spending Plan

Item #'s: G-4

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island provides a Section 125 Flexible Spending Plan, also referred to as a Cafeteria Plan for its employees. This plan allows employees the ability to set aside pre-tax dollars for qualifying medical, dependent care and non-employer sponsored premium reimbursements. The City currently has a contract with TASC that will expire at the end of this calendar year.

Discussion

The City advertised a request for proposals in August 2012. We received proposals from four vendors. Interviews were held with finalists and the vendor that was chosen who satisfied the requirements and provided the best overall package and price was our current vendor, TASC. Mr. J.J. Green of Primark Insurance Agency, is the broker representing TASC.

TASC is a third party administrator that specializes in the administration of flexible spending plans as well as other benefits administration and is located in Madison, Wisconsin.

The City is currently paying an administration fee of \$3.50 per plan participant per month. TASC will be charging \$3.58 per plan participant per month at the renewal in January 2013. This rate has been guaranteed for three years. There will be no set up fee or renewal fees. Employees will enjoy the same benefits that they currently have with online filing, direct deposits and a debit card. We also have a local agent to help with administrative questions. Since TASC is the current vendor, they will treat this as a regular contract renewal and the terms of the current contract, unless otherwise specified in the Fee Structure Agreement, will remain in place. The current contract is available for review in the Clerk's office.

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 approval of the renewal contract with TASC to provide the flexible spending plan benefit for City employees.

Sample Motion

Move to approve a three year contract renewal with TASC as the vendor for the City's flexible spending plan.



Jason Eley, Purchasing Agent

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SECTION 125 CAFETERIA PLAN**

RFP DUE DATE: October 10, 2012 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: September 10, 2012

NO. POTENTIAL BIDDERS: 9

SUMMARY OF PROPOSALS RECEIVED

P & A Group
Buffalo, NY

EideBailly
Minneapolis, MN

WageWorks
Centennial, CO

TASC – Primark Insurance Agency
Grand Island, NE

cc: Brenda Sutherland, Human Resources Director
Jason Eley, Purchasing Agent

Tami Herald, HR Risk Mgt/Benefits Cor.
Jaye Monter, Finance Director

P1591



November 7, 2012

The City of Grand Island
TASC Client ID# 4102-0676-3328

RE: Fee Structure Agreement

TASC will offer and implement to the client, City of Grand Island, a three (3) year rate guarantee for administrative services of the city's flexible spending plan (FlexSystem).

The rate guarantee will become effective with the first invoice of the 2013 plan year and service period beginning 1-1-2013. All contract provisions from current plan documents will remain in force with this and future renewals unless otherwise specified in this Fee Structure Agreement dated November 7, 2012.

The fee guarantee will remain in effect through the 2015 plan year. Stated fees may be subject to change beginning with the 1-1-2016 plan year, including run-out services, if any.

FlexSystem fee structure

Current fees:

\$3.50 per participating employee per month (including TASC Card)
\$700.00 minimum monthly fee

New fees:

\$3.58 per participating employee per month (including TASC Card)
\$718.00 minimum monthly fee

No Annual Renewal or Compliance Fee

For the City

TASC

_____ Date

_____ Date

RESOLUTION 2012-317

WHEREAS, the City of Grand Island provides a Section 125 Flexible Spending Plan, also referred to as a Cafeteria Plan for its employees; and

WHEREAS, the City advertised a Request For Proposals (RFP) for a vendor to administer this plan; and

WHEREAS, TASC of Madison, Wisconsin is the third party administrator who currently administers the plan and who had the successful proposal; and

WHEREAS, a fee of \$3.58 per participant per month will be in effect for a three (3) year period beginning January 1, 2013 and will remain through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Section 125 Flexible Spending Plan will be administered by TASC, of Madison, Wisconsin for the period mentioned above and all provisions of the current contract will remain in place unless otherwise specified in the updated Fee Structure Agreement.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 9, 2012	▣ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G5

#2012-318 - Approving Acquisition of Utility Easement - 3016 East Bismark Road - GI Kennel Club

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2012-318

WHEREAS, a public utility easement is required by the City of Grand Island, from the Grand Island Kennel Club, 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 November 13, 2012, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at Northwest corner of Lot One (1) on the Mainland of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West; thence easterly along the northerly line of the said Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) on an assumed bearing of N89°56'17"E, a distance of one thousand eighteen and eighty two hundredths (1,018.82) feet; thence S13°16'41"W, a distance of three hundred twenty eight and seven hundredths (328.07) feet to the ACTUAL Point of Beginning; thence S26°11'41"W, a distance of one hundred eighteen and forty five hundredths (118.45) feet; thence S39°22'36"W, a distance of one hundred sixty eight and fifty two hundredths (168.52) feet; thence N52°02'08"W, a distance of twenty (20.0) feet; thence N37°57'51"E, a distance of two hundred eighty four and forty two hundredths (284.43) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.12 acres, more or less, as shown on the plat dated 10/09/2012, 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 the Grand Island Kennel Club, on the above-described tract of land.

- - -

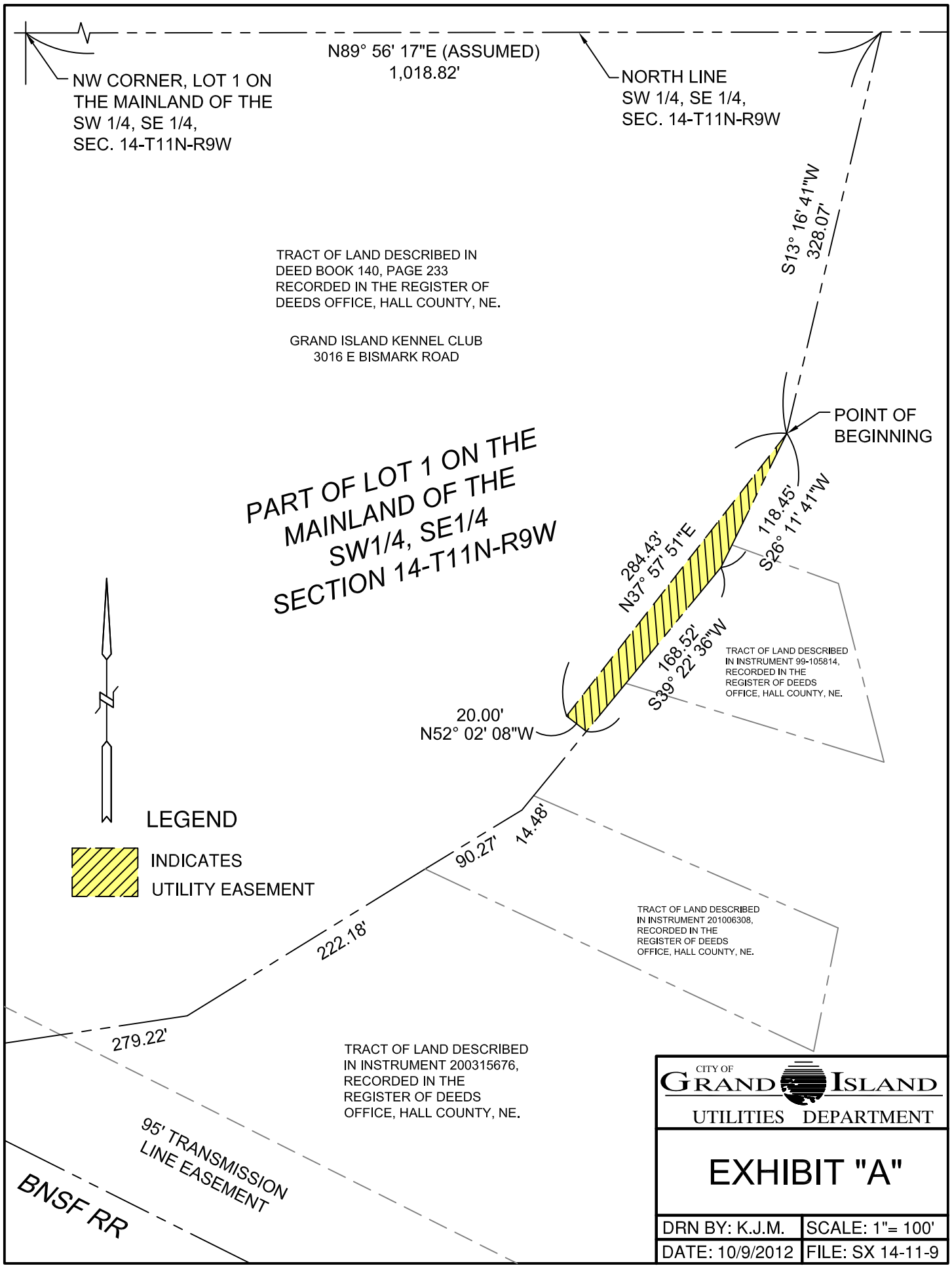
Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney





City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G6

**#2012-319 - Approving Bid Award - Burdick Generating Station
Torque Converter for Gas Turbines 2 & 3**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director

Meeting Date: November 13, 2012

Subject: Burdick Generating Station Torque Converter – Gas Turbine 2 and 3

Item #'s: G-6

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

Background

The Burdick Generating Station Gas Turbines 2 and 3 were commissioned in 2003. The torque converters for these turbines are part of the drive train between the main turbine rotor and the starting motor and are required for unit startup and require a lead time of nine months for replacement. In planning for critical spare parts inventories, plant management determine requirements based on past trends of parts failure in the industry and the impact on unit operation. Due to the operational need for a torque converter for unit operation and the projected delivery time of nine months, maintaining a spare torque converter in stock was recommended by staff and submitted for budget planning.

Discussion

The specifications for the Burdick Generating Station Torque Converter – Gas Turbine 2 and 3 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on October 23, 2012. Specifications were sent to one potential bidder and responses were received as listed below. The engineer's estimate for this project was \$88,000.00.

Bidder	Bid Price
Voith Turbo, Inc. – York, PA	\$ 81,213.30

The bid was reviewed by plant staff. It is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for the Burdick Generating Station Torque Converter – Gas Turbine 2 & 3 to Voith Turbo, Inc., of York, Pennsylvania, as the low responsive bidder, in the amount of \$81,213.30.

Sample Motion

Move to approve the bid award of \$81,213.30 from Voith Turbo, Inc., for the Burdick Generating Station Torque Converter – Gas Turbine 2 & 3.



Jason Eley, Purchasing Agent

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BID OPENING

BID OPENING DATE: October 23, 2012 at 2:00 p.m.
FOR: Burdick Generating Station Torque Converter – Gas Turbine 2 & 3
DEPARTMENT: Utilities
ESTIMATE: \$88,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: September 24, 2012
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: Voith Turbo, Inc.
York PA
Bid Security: Cashier's Check
Exceptions:

Bid Price:
Material: \$75,900.28
Labor: --
Sales Tax: \$ 5,313.02
Total Bid: \$81,213.30

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Larry Keown, Power Plant Supt. - Burdick

P1598

RESOLUTION 2012-319

WHEREAS, the City of Grand Island invited sealed bids for Burdick Generating Station Torque Converter for Gas Turbines 2 & 3, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 23, 2012, bids were received, opened and reviewed; and

WHEREAS, Voith Turbo, Inc., of York, Pennsylvania, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$81,213.30; and

WHEREAS, the bid of Voith Turbo, Inc., is less than the estimate for Burdick Generating Station Torque Converter for Gas Turbines 2 & 3.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Voith Turbo, Inc., in the amount of \$81,213.30, for Burdick Generating Station Torque Converter for Gas Turbines 2 & 3, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 9, 2012	▣ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G7

**#2012-320 - Approving Bid Award - Circulation Water Pump
Repair at Platte Generating Station**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director

Meeting Date: November 13, 2012

Subject: Circulation Water Pump Repair

Item #'s: G-7

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

Background

The Platte Generating Station utilizes two circulation water pumps to supply cooling water from the cooling tower to the turbine-generator condenser. Although one pump can satisfy most load conditions, both pumps are required for maximum plant capacity. One of the pumps was leaking excessively from the pump shaft, and had severe corrosion inside the discharge elbow. The pump was pulled by plant staff and sent in for disassembly and inspection to determine the extent of the repairs.

Discussion

Specifications were developed from the inspection report by plant engineering staff. The specifications for the Circulation Water Pump Repair were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on October 30, 2012. Specifications were sent to three potential bidders and responses were received as listed below. The engineer's estimate for this project was \$100,000.00.

Bidder	Bid Price
JCI, Lee's Summit, MO	\$59,492.00
Ruhrpumpen, Inc., Tulsa, OK	\$69,295.00
Brimhall Industrial, Inc., Monte Vista, CO	\$70,242.29
Xylem Water Solutions, Pewaukee, WI	\$82,898.90
HydroAire Service, Inc., Chicago, IL	\$95,567.00

The bids were reviewed by plant staff. The bids from JCI, Ruhrumpen, Xylem, and HydroAire listed exceptions to the project completion date, which was determined to be unacceptable due to the need to return this pump to service to support plant operation. The bid from Brimhall Industrial listed no exceptions, is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Circulation Water Pump Repair to Brimhall Industrial, Inc. of Monte Vista, Colorado, as the low compliant bidder, with the bid price of \$70,242.29.

Sample Motion

Move to approve the bid of Brimhall Industrial, Inc., for the Circulation Water Pump Repair in the amount of \$70,242.29.



Jason Eley, Purchasing Agent

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BID OPENING

BID OPENING DATE: October 30, 2012 at 2:30 p.m.
FOR: Circulation Water Pump Repair
DEPARTMENT: Utilities
ESTIMATE: \$100,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: October 15, 2012
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Brimhall Industrial, Inc.</u> Monte Vista, CO	<u>Xylem Water Solutions</u> Pewaukee, WI
Bid Security:	Cashier's Check	Westchester Fire Ins. Co.
Exceptions:	None	None
Bid Price:		
Material:	\$29,778.00	\$34,270.00
Labor:	\$35,869.00	\$46,230.00
Sales Tax:	<u>\$ 4,595.29</u>	<u>\$ 2,398.90</u>
Total Bid:	\$70,242.29	\$82,898.90
Bidder:	<u>HydroAire Service, Inc.</u> Chicago, IL	<u>Ruhrpumpen, Inc.</u> Tulsa, OK
Bid Security:	Travelers Casualty & Surety Co.	Travelers Casualty & Surety Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$24,808.00	\$18,820.00
Labor:	\$64,507.00	\$49,785.00
Sales Tax:	<u>\$ 6,252.00</u>	<u>\$ 1,320.00</u>
Total Bid:	\$95,567.00	\$69,295.00

Bidder: **JCI**

Bid Security: Lee's Summit, MO
Exceptions: NGM Insurance Co.
None

Bid Price:
Material: \$44,600.00
Labor: \$11,000.00
Sales Tax: \$ 3,892.00
Total Bid: \$59,492.00

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Lynn Mayhew, Assist. Utilities Director

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.

P1602

RESOLUTION 2012-320

WHEREAS, the City of Grand Island invited sealed bids for Circulation Water Pump Repair at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 30, 2012, bids were received, opened and reviewed; and

WHEREAS, Brimhall Industrial, Inc., of Monte Vista, Colorado, 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 \$70,242.29; and

WHEREAS, the bid of Brimhall Industrial, Inc., is less than the estimate for Circulation Water Pump Repair at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Brimhall Industrial, Inc., in the amount of \$70,242.29, for Circulation Water Pump Repair at Platte Generating Station, is hereby approved as the lowest responsive bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G8

#2012-321 - Approving Acquisition of Public Right-of-Way for the Moore's Creek Drainway Extension (Eric M. & Kenda D. Pollock and Barry W. Niedfelt)

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

Staff Contact: Terry Brown, Interim Public Works Director

RESOLUTION 2012-321

WHEREAS, Public right-of-way is required by the City of Grand Island for the Moore's Creek Drainway Extension, to construct and maintain such project; and

WHEREAS, a public hearing was held on November 13, 2012, for the purpose of discussing the proposed acquisition of the public right-of-way, as follows:

Tract 2 – Eric M & Kenda D Pollock - 2.9 Acres @ \$15,000/acre = \$43,500.00

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 332.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.18 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.88 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

Tract 3 – Barry W Niedfelt - 2.59 Acres @ \$15,000/acres = \$38,850.00

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S89°16'18"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N01°06'17"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1414.89 FEET; THENCE N89°22'28"E, A DISTANCE OF 80.00 FEET; THENCE S01°07'43"E ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°06'17"E ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1334.75 FEET TO THE POINT OF BEGINNING, CONTAINING 2.59 ACRES, MORE OR LESS.

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public right-of-way from Erik Pollack and Barry Niedfelt, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

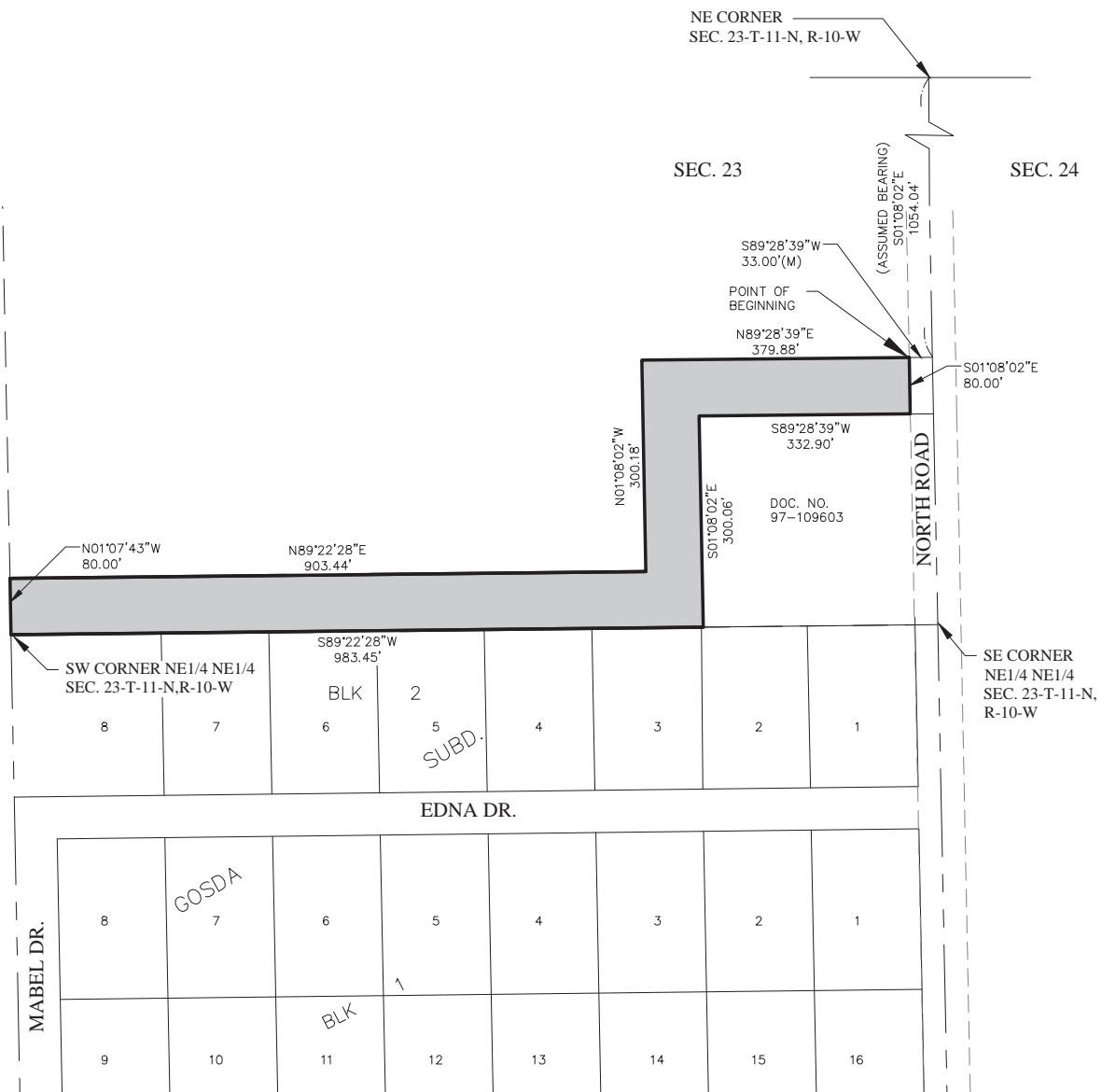
Jay Vavricek, Mayor

Attest:

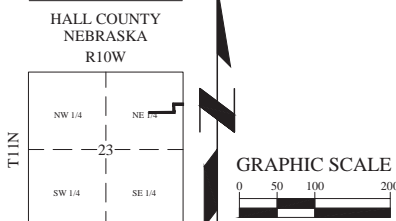
RaNae Edwards, City Clerk

- 2 -

EXHIBIT TRACT 2



VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

DATE	11/5/2012
SCALE	1"=200'
DRAWN	KSL
JOB NO.	R121267
FIELD BOOK	
FIELD WORK	EG
SHEET	1 OF 1
FILE NO.	



JEO CONSULTING GROUP INC.
800.723.8567

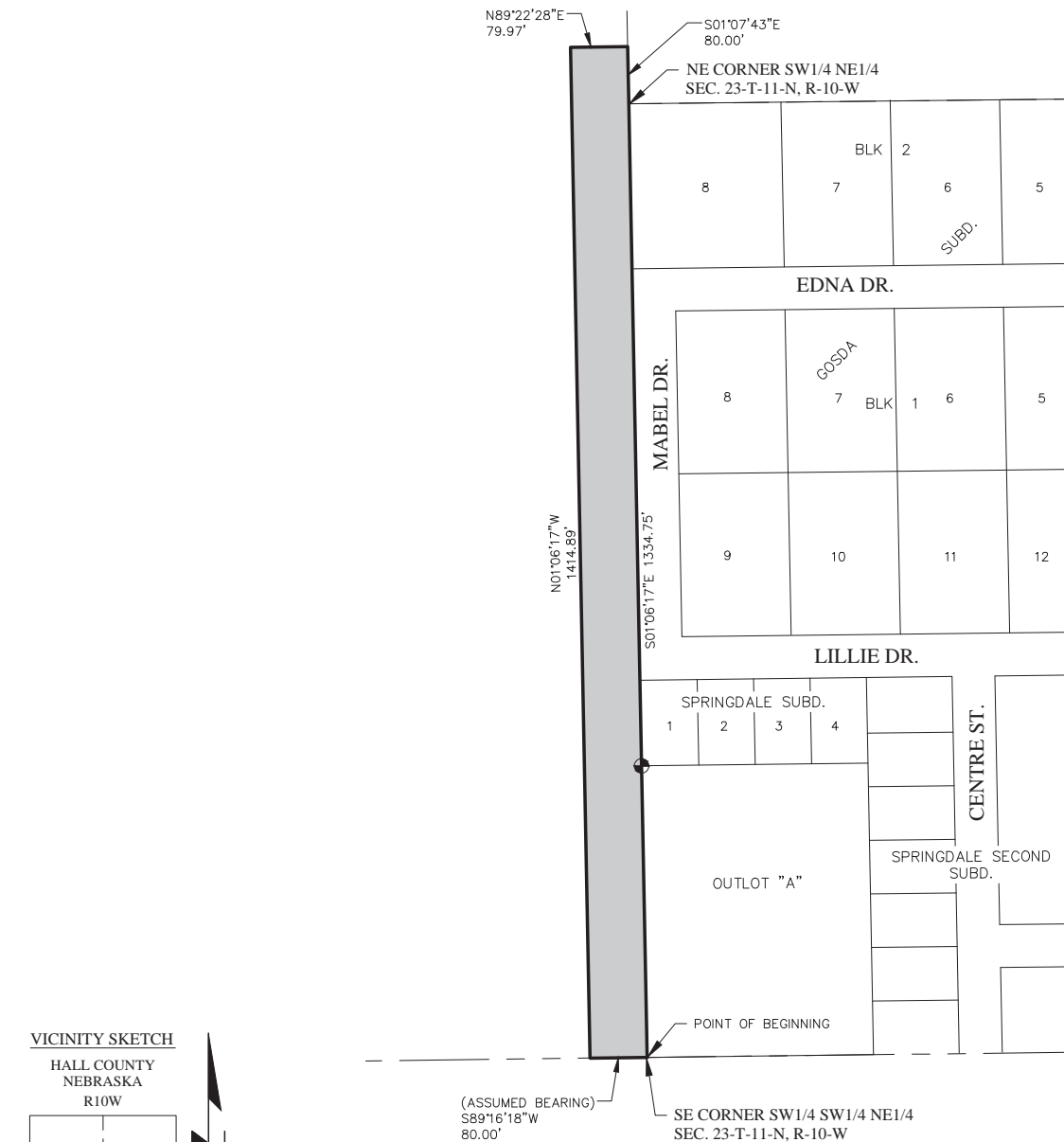
OFFICES

Wahoo, NE 402.443.4661
Hastings, NE 402.462.5657
Lincoln, NE 402.435.3080
Nebraska City, NE 402.873.6766
Norfolk, NE 402.371.6416
Grand Island, NE 308.381.7428
Omaha, NE 402.934.3680
Carroll, IA 712.792.9711
South Sioux City, NE 402.494.7019
Ankeny, IA 515.964.5310
www.jeo.com

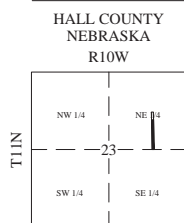
LEGAL DESCRIPTION:

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EXHIBIT TRACT 3



VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

DATE	11/5/2012
SCALE	1"=200'
DRAWN	KSL
JOB NO.	R121267
FIELD BOOK	
FIELD WORK	EG
SHEET	1 OF 1
FILE NO.	



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LEGAL DESCRIPTION:

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City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G9

#2012-322 - Approving Acquisition of Public Right-of-Way for the Walk to Walnut Safe Routes to School Project (Grand Island Public Schools)

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

Staff Contact: Terry Brown, Interim Public Works Director

RESOLUTION 2012-322

WHEREAS, public right-of-way is required by the City of Grand Island for the Walk to Walnut Safe Routes to School Project, to construct and maintain such project; and

WHEREAS, a public hearing was held on November 13, 2012, for the purpose of discussing the proposed acquisition of the Right-of-Way, as follows:

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 19, Block 2, Imperial Village Subdivision; thence running northerly along the west line of Lot 20, Block 2, Imperial Village Subdivision, a distance of Twenty and Fourteen Hundredths (20.14) feet to the Point of Beginning, thence continuing northerly along said west line of Lot 20, a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet to the Point of Beginning, containing 9,350 square feet more or less.

And

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence running easterly on an extension of the north line of said Lot 20, a distance of Seven and One Hundredths (7.01) feet a point on the west right-of-way line of Custer Avenue, thence running northerly along said west right-of-way line a distance of Eighty Four and Ninety One Hundredths (84.91) feet; thence deflecting 89°42'29" left, and running a distance of One Hundred Forty Seven and Forty One Hundredths (147.41) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet to a point on the north line of said Lot 20; thence running easterly along said north line of Lot 20, a distance of One Hundred Forty and Eighty Three Hundredths (140.83) feet to the Point of Beginning, containing 12,541 square feet more or less.

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 such public right-of-way from Grand Island Public Schools, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney

WARRANTY DEED – INDIVIDUAL (page 1)

PROJECT: SRTS-40(57)

C.N.: 42521

TRACT: 2

KNOW ALL MEN BY THESE PRESENTS:

THAT Grand Island Public Schools of Hall County, Nebraska

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of (**\$ 1.00**) **ONE DOLLAR** in hand paid do hereby grant, bargain, sell, convey and confirm unto THE CITY OF GRAND ISLAND, the following described real estate situated in HALL County, and State of Nebraska, to-wit;

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 19, Block 2, Imperial Village Subdivision; thence running northerly along the west line of Lot 20, Block 2, Imperial Village Subdivision, a distance of Twenty and Fourteen Hundredths (20.14) feet to the Point of Beginning, thence continuing northerly along said west line of Lot 20, a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet to the Point of Beginning, containing 9,350 square feet more or less.

And

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence running easterly on an extension of the north line of said Lot 20, a distance of Seven and One Hundredths (7.01) feet a point on the west right-of-way line of Custer Avenue, thence running northerly along said west right-of-way line a distance of Eighty Four and Ninety One Hundredths (84.91) feet; thence deflecting 89°42'29" left, and running a distance of One Hundred Forty Seven and Forty One Hundredths (147.41) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet to a point on the north line of said Lot 20; thence running easterly along said north line of Lot 20, a distance of One Hundred Forty and Eighty Three Hundredths (140.83) feet to the Point of Beginning, containing 12,541 square feet more or less.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

WARRANTY DEED – INDIVIDUAL (page 2)

PROJECT: SRTS-40(57)

C.N.: 42521

TRACT: 2

Signed this day of , A.D. 20 .

STATE OF _____)
)ss.
_____ County)

On this _____ day of _____, A.D., 20____, before me, a
General Notary Public, duly commissioned and qualified, personally came

_____ to me known to be the identical person _____
affixed to the foregoing instrument as Grantor _____ and acknowledged
the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Notary Public.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner: Grand Island Public Schools of Hall County, Nebraska
3. Buyer: City of Grand Island

Project No.: SRTS-40(57)
Control No.: 42521
Tract No.: 2

THIS CONTRACT, made and entered into this 12th day of October, 2012 by and between, **Grand Island Public Schools of Hall County, Nebraska**, 123 South Webb Road, Grand Island, NE 68802-5900, hereinafter called the OWNER, and **The City of Grand Island**, hereinafter called the BUYER.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described as follows.

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 19, Block 2, Imperial Village Subdivision; thence running northerly along the west line of Lot 20, Block 2, Imperial Village Subdivision, a distance of Twenty and Fourteen Hundredths (20.14) feet to the Point of Beginning, thence continuing northerly along said west line of Lot 20, a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet to the Point of Beginning, containing 9,350 square feet more or less.

And

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence running easterly on an extension of the north line of said Lot 20, a distance of Seven and One Hundredths (7.01) feet a point on the west right-of-way line of Custer Avenue, thence running northerly along said west right-of-way line a distance of Eighty Four and Ninety One Hundredths (84.91) feet; thence deflecting 89°42'29" left, and running a distance of One Hundred Forty Seven and Forty One Hundredths (147.41) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet to a point on the north line of said Lot 20; thence running easterly along said north line of Lot 20, a distance of One Hundred Forty and Eighty Three Hundredths (140.83) feet to the Point of Beginning, containing 12,541 square feet more or less.

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>9350</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Approximately <u>12541</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	<u>\$ 0.00</u>
Damages for Control of Access: - NONE -	<u>\$ 0.00</u>
Other Damages: - NONE -	<u>\$ 0.00</u>
TOTAL	<u>\$ 0.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

It is agreed and understood that the Buyer shall own and hold the above described real estate as park land for public use and recreation.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

The City of Grand Island

By _____

Date _____

OWNER

Grand Island Public Schools of Hall County, NE

Jennifer Worthington
Oct 12, 2012

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

STATE OF _____

ss.

County

Dated this 12th day of October, 20 12

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

Jennifer Worthington

to me known to be the identical person _____ whose name IS affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Betty L. Wagner

STATE OF Nebraska

ss.

County

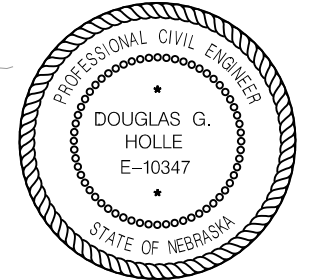
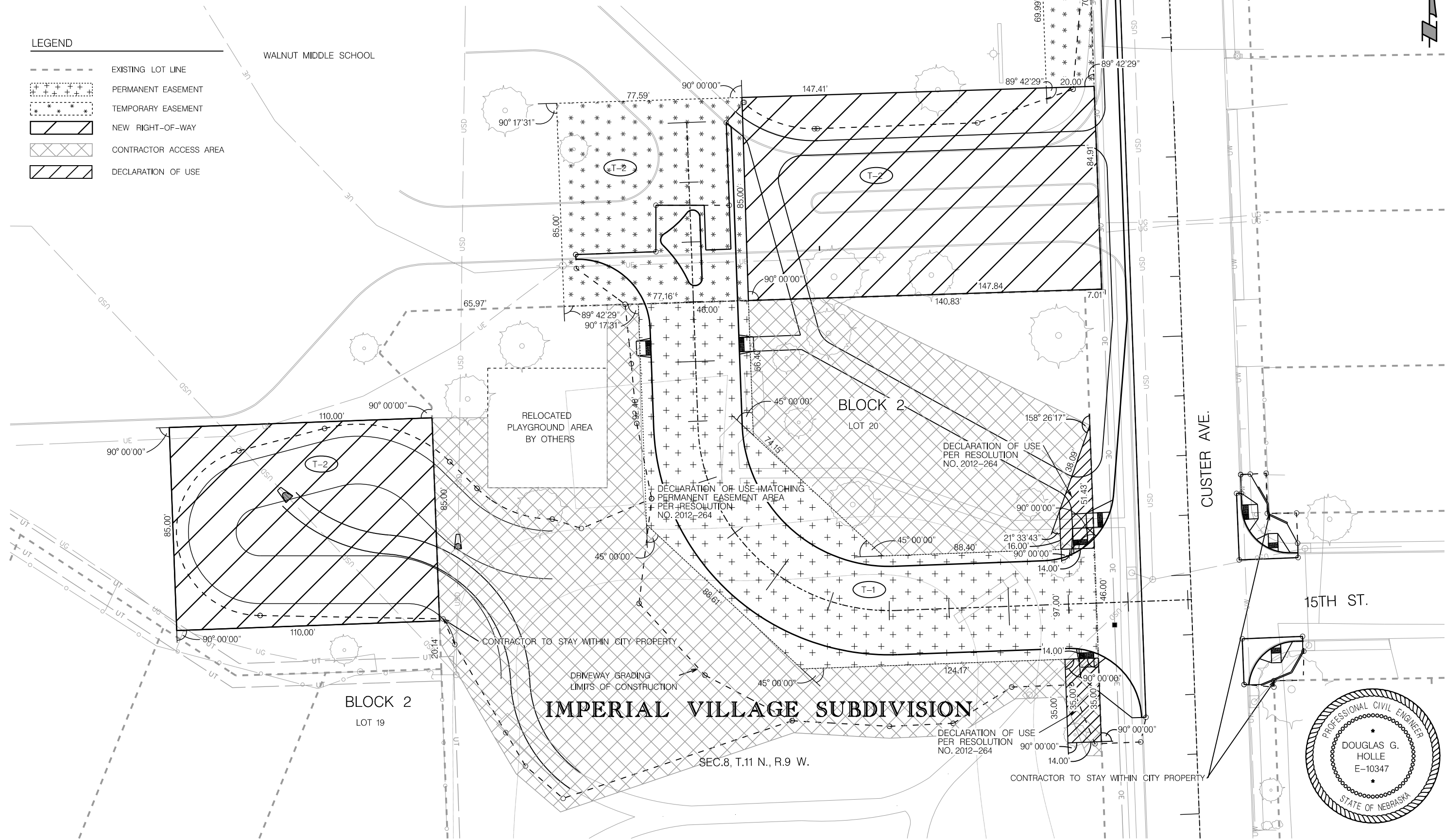


PROJ: SPRINTS
PEN: SPENTBLAS
USER: MEGAN STARNER
DATE: 10/1/2012
DGN: ROW Sheet LCGN

OWNERSHIP				EASEMENTS	
TRACT NO.	OWNER	DESCRIPTION	TAKING SQ. FT.	PERM. EASE. SQ. FT.	TEMP. EASE. SQ. FT.
T-1	CITY OF GRAND ISLAND	IMPERIAL VILLAGE SUB TO THE CITY OF GRAND ISLAND LT 20 BLK 2		13,017	
T-2	SCHOOL DISTRICT NUMBER 2 OF HALL COUNTY, NE	MISCELLANEOUS TRACTS 8-11-9 TO THE CITY OF GRAND ISLAND PT E 1/2 SW 1/4 27.65AC	21,891		7,978

LEGEND

- EXISTING LOT LINE
- + + + PERMANENT EASEMENT
- * * * TEMPORARY EASEMENT
- /// NEW RIGHT-OF-WAY
- XXX CONTRACTOR ACCESS AREA
- /// DECLARATION OF USE



RIGHT OF WAY



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G10

#2012-323 - Approving Agreement for Temporary Construction Easements for the Walk to Walnut Safe Route to School Project

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Approving Agreement for Temporary Construction Easement for the Walk to Walnut Safe Route to School Project

Item #'s: G-10

Presenter(s): Terry Brown, Interim Public Works Director

Background

The Walk to Walnut project will realign the main driveway to Walnut Middle School to match up with the intersection of 15th Street and Custer Avenue and install a traffic signal. The project is mostly funded with Safe Routes to School (SRTS) funds authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users Act (SAFETEA-LU) that are administered by the Nebraska Department of Roads (NDOR). The project will make it safer for children crossing Custer Avenue and encourage more walking and biking to school.

A Temporary Construction easement from the Grand Island Public School is necessary for this project to be completed, which must be approved by City Council.

Discussion

The planned work, as stated in the background will provide for a safer environment for children crossing Custer Avenue and encourage more walking and biking to school. Authorization of the easement document is contingent upon City 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 approve the Agreement for Temporary Construction Easement between the City of Grand Island and the Grand Island Public School in the Walk to Walnut Safe Routes to School Project area.

Sample Motion

Move to approve the Temporary Construction Easement.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. City of Grand Island
2. Owner: Grand Island Public Schools of Hall County, Nebraska
3. Buyer: City of Grand Island

Project No.: SRTS-40(57)
Control No.: 42521
Tract No.: 2

THIS CONTRACT, made and entered into this 12th day of October, 2012 by and between, **Grand Island Public Schools of Hall County, Nebraska**, 123 South Webb Road, Grand Island, NE 68802-5900, hereinafter called the OWNER, and **The City of Grand Island**, hereinafter called the BUYER.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER, a Temporary Easement to certain real estate described as follows.

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; Thence west along the north lot line of said Lot 20, a distance of 140.83 feet to the Point of Beginning, thence north, deflecting 90°00'00" right, a distance of 85.00 feet; thence deflecting 90°00'00" left, a distance of 77.59 feet; thence deflecting 90°17'31" left, a distance of 85.00 feet to the north line of said Lot 20, thence east along north line of said Lot 20, deflecting 89°42'29" left a distance of 77.16 feet to the Point of Beginning, containing 6,577.08 square feet, more or less.

And

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; Thence east along a line paralleling the north lot line of said Lot 20, a distance of 7.01 feet to the west right-of-way line of Custer Avenue; thence north along said west right-of-way line a distance of 84.91 feet to the Point of Beginning, thence continuing north along said west right-of-way line, a distance of 70.09 feet; thence deflecting 90°00'00" left, a distance of 20.00 feet; thence deflecting 90°00'00" left, a distance of 85.00 feet; thence deflecting 89°42'29" left, a distance of 20.00 feet to the Point of Beginning, containing 1,400.86 square feet, more or less.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>6577</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Approximately <u>1401</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	<u>\$ 0.00</u>
Damages for Control of Access: - NONE -	<u>\$ 0.00</u>
Other Damages: - NONE -	<u>\$ 0.00</u>
TOTAL	<u>\$ 0.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

The City of Grand Island

By _____

Date _____

OWNER

Grand Island Public Schools of Hall County, NE

Jennifer Worthington
Oct 12, 2012

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

STATE OF _____

ss.

County

Dated this 12th day of October, 20 12

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

to me known to be the identical person _____ whose name IS affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Betty L. Wagner

STATE OF Nebraska

ss.

County



RESOLUTION 2012-323

WHEREAS, a temporary easement is required by the City of Grand Island, from the Grand Island Public School in the Walk to Walnut Safe Routes to School area, as follows:

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence west along the north lot line of said Lot 20, a distance of 140.83 feet to the Point of Beginning, thence north deflecting 90°00'00" right, a distance of 85.00 feet; thence deflecting 90°00'00" left, a distance of 77.59 feet; thence deflecting 90°17'31" left, a distance of 85.00 feet to the north line of said Lot 20; thence east along north line of said Lot 20, deflecting 89°42'29" left a distance of 77.16 feet to the Point of Beginning, containing 6,577.08 square feet more or less.

And

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence east along a line paralleling the north lot line of said Lot 20, a distance of 7.01 feet to the west right-of-way line of Custer Avenue, thence north along said west right-of-way line a distance of 84.91 feet to the Point of Beginning; thence continuing north along said west right-of-way line a distance of 70.09 feet; thence deflecting 90°00'00" left, a distance of 20.00 feet; thence deflecting 90°00'00" left, a distance of 85.00 feet; thence deflecting 89°42'29" left, a distance of 20.00 feet to the Point of Beginning, containing 1,400.86 square feet, more or less.

WHEREAS, an Agreement for Temporary Easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for Temporary Easement on the above described tracts of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G11

#2012-324 - Approving the Granting of a Permanent Easement to Grand Island Public Schools of Hall County, Nebraska in Connection with the Walk to Walnut Safe Routes to School Project

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Approving the Granting of a Permanent Easement to Grand Island Public Schools of Hall County, Nebraska in Connection with the Walk to Walnut Safe Routes to School Project

Item #'s: G-11

Presenter(s): Terry Brown, Interim Public Works Director

Background

City Council approval is required for the granting of an easement by the City of Grand Island

Discussion

A permanent easement is needed by Grand Island Public Schools for the construction, operation and maintenance of a driveway to access Walnut Middle School. This is necessary due to the modifications being made with the Walk to Walnut Safe Routes to School 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 a permanent easement to Grand Island Public Schools.

Sample Motion

Move to approve the permanent easement.

EASEMENT DEED – INDIVIDUAL (GENERAL page 1)

Project: STRS-40(57)

C.N.: 42521

TRACT: 1

KNOW ALL MEN BY THESE PRESENTS:

THAT The City of Grand Island


hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of (\$ 1.00) **ONE DOLLAR** in hand paid do hereby grant, bargain, sell, convey and confirm unto GRAND ISLAND PUBLIC SCHOOLS OF HALL COUNTY, NEBRASKA, and to its successors and assigns the following described permanent easement for the purpose of construction and operation of a driveway and the subsequent maintenance of same, situated in HALL County, and State of Nebraska, to-wit;

A portion of Lot 20, Block 2, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision and extending West along the north line of said Lot 20, a distance of 140.83' to the point of beginning, thence continuing West along said north lot line, a distance of 46.00 feet; thence deflecting 90°17'31" left, a distance of 92.40 feet; thence deflecting left 45°00'00", a distance of 88.61 feet; thence deflecting 45°00'00" left, a distance of 124.17 feet to a point on the East line of Lot 20; thence North along the east property line of said Lot 20 a distance of 46.00 feet; thence deflecting 90°00'00" left a distance of 88.40 feet; thence deflecting 45°00'00" right, a distance of 74.15 feet; thence deflecting 45°00'00" right, a distance of 56.40 feet to the Point of Beginning, containing 13,017.05 square feet, more or less.

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to said Grantor and to his, her or their heirs, successors and assigns.

Signed this 12th day of Oct, A.D. 2012

_____ 

_____ Oct 12, 2012

EASEMENT DEED – INDIVIDUAL (GENERAL page 2)

Project: STRS-40(57)

C.N.: 42521

TRACT: 1

STATE OF _____)
)ss.
_____ County)

On this _____ day of _____, A.D., 20____, before me, a
General Notary Public, duly commissioned and qualified, personally came

_____ to me known to be the identical person _____
affixed to the foregoing instrument as Grantor _____ and acknowledged
the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Notary Public

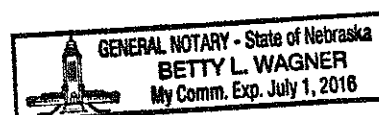
STATE OF Nebraska)
)ss.
Hall County)

On this 12th day of October, A.D., 2012, before me, a
General Notary Public, duly commissioned and qualified, personally came

Jennifer Worthington
_____ to me known to be the identical person _____
affixed to the foregoing instrument as Grantor _____ and acknowledged
the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Betty L. Wagner
Notary Public



RESOLUTION 2012-324

WHEREAS, a permanent easement is required by the Grand Island Public Schools in connection with the Walk to Walnut Safe Routes to School Project, for the construction, operation and maintenance of a driveway to access Walnut Middle School; and

A portion of Lot 20, Block 2, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision and extending West along the north line of said Lot 20, a distance of 140.83' to the point of beginning, thence continuing West along said north lot line, a distance of 46.00 feet; thence deflecting 90 17'31" left, a distance of 92.40 feet; thence deflecting left 45 00'00", a distance of 88.61 feet; thence deflecting 45 00'00" left, a distance of 124.17 feet to a point on the East line of Lot 20; thence North along the east property line of said Lot 20 a distance of 46.00 feet; thence deflecting 90 00'00" left a distance of 88.40 feet; thence deflecting 45 00'00" right, a distance of 74.15 feet; thence deflecting 45 00'00" right, a distance of 56.40 feet to the Point of Beginning, containing 13,017.05 square feet, more or less.

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 grant such permanent easement to Grand Island Public Schools, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. City of Grand Island
2. Owner: City of Grand Island
3. Buyer: Grand Island Public Schools of Hall County, Nebraska

THIS CONTRACT, made and entered into this 12th day of October, 2012 by and between, **The City of Grand Island**, 100 East First Street, Grand Island, NE 68802-1968, hereinafter called the OWNER, and **Grand Island Public Schools of Hall County, Nebraska**, hereinafter called the BUYER.

PERMANENT EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a Permanent Easement for the construction, operation and maintenance of a driveway which will be prepared and furnished by the OWNER, to certain real estate described as follows.

A portion of Lot 20, Block 2, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision and extending West along the north line of said Lot 20, a distance of 140.83' to the point of beginning, thence continuing West along said north lot line, a distance of 46.00 feet; thence deflecting 90°17'31" left, a distance of 92.40 feet; thence deflecting left 45°00'00", a distance of 88.61 feet; thence deflecting 45°00'00" left, a distance of 124.17 feet to a point on the East line of Lot 20; thence North along the east property line of said Lot 20 a distance of 46.00 feet; thence deflecting 90°00'00" left a distance of 88.40 feet; thence deflecting 45°00'00" right, a distance of 74.15 feet; thence deflecting 45°00'00" right, a distance of 56.40 feet to the Point of Beginning, containing 13,017.05 square feet, more or less.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Permanent Easement(s) and to pay, therefore, upon the delivery of said executed Permanent Easement Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>13017</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	<u>\$ 0.00</u>
Damages for Control of Access: - NONE -	<u>\$ 0.00</u>
Other Damages: - NONE -	<u>\$ 0.00</u>

TOTAL \$ 0.00

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

Grand Island Public Schools of Hall County, NE

By

Jennifer Worthington

Date

Oct 12, 2012

OWNER

The City of Grand Island

Dated this 12th day of October, 2012

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

Jennifer Worthington

to me known to be the identical person _____ whose name JS affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary

Betty L. Wagner

STATE OF

Nebraska

ss.

Hall

County

Dated this _____ day of _____, 20____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary

STATE OF _____

ss.

County





City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G12

#2012-325 - Approving Certificate of Final Completion for Grand Island Quiet Zone Project No. 2012-QZ-1

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Approving Certificate of Final Completion for Grand Island Quiet Zone Project No. 2012-QZ-1

Item #'s: G-12

Presenter(s): Terry Brown, Interim Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$247,718.25 contract by the City Council on September 13, 2011 for the Grand Island Quiet Zone; Project No. 2012-QZ1, by Resolution No. 2011-242.

Change Order No. 1, for incorporating Union Pacific Railroad Special Provisions for City of Grand Island Projects into the contract, was approved by the City Council on October 11, 2011 through Resolution No. 2011-302. Change Order No. 1 was a “no cost” change order.

Change Order No. 2, for incorporating requirements as per the Wireline Crossing Agreements for the Wayside Horn System at Walnut Street into the contract, was approved by the City Council on November 8, 2011 through Resolution No. 2011-326. Change Order No. 2 was a “no cost” change order.

Change Order No. 3, for substituting “install post” for contract post items, for removing and replacing unsuitable material, for installing tie bars, and for installing conduit and pull box items, was approved by the City Council on March 26, 2012 through Resolution No. 2012-80. Change Order No. 3 was for \$806.74.

Change Order No. 4 allowed for the replacement of a curb stop valve box and four (4) bollards. This was approved by City Council on May 8, 2012 in the amount of \$2,080.00, for a revised contract price of \$250,604.99.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with an under run of \$3,037.88, for a total cost of \$247,567.11.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Grand Island Quiet Zone Project No. 2012-QZ-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Grand Island Quiet Zone Project No. 2102-QZ-1
CITY OF GRAND ISLAND, NEBRASKA
November 13, 2012

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

This is to certify that Grand Island Quiet Zone Project No. 2012-QZ-1 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated September 13, 2011. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Grand Island Quiet Zone Project No. 2012-QZ-1

Bid Section

Item		Quantities			Total Amount
No.	Description	Price Bid	Placed		Completed
1	Mobilization	\$ 6,750.00	1.00	ea.	\$ 6,750.00
2	Remove Pavement	\$ 8.70	1299.70	s.y.	\$ 11,307.39
3	Remove Sidewalk	\$ 1.20	3855.49	s.f.	\$ 4,626.59
4	Remove Driveway	\$ 7.90	142.50	s.y.	\$ 1,125.75
5	Remove Curb & Gutter	\$ 4.30	30.40	l.f.	\$ 130.72
6	Build 30" Curb & Gutter	\$ 15.80	1061.50	l.f.	\$ 16,771.70
7	Build 6" Curb	\$ 15.00	8.00	l.f.	\$ 120.00
8	Build 4" Sidewalk	\$ 3.60	4234.41	s.f.	\$ 15,243.88
9	Build 6" Sidewalk	\$ 4.30	2548.18	s.f.	\$ 10,957.17
10	Build 8" Barrier Curb	\$ 22.50	697.90	l.f.	\$ 15,702.75
11	4" Concrete Median	\$ 43.25	97.86	s.y.	\$ 4,232.45
12	8" Concrete Pavement	\$ 38.50	88.52	s.y.	\$ 3,408.02
13	Dead End Barricade, Type III	\$ 575.00	14.00	ea	\$ 8,050.00
14	Earthwork Measured in Embankment	\$ 12.90	150.00	c.y.	\$ 1,935.00
15	Detectable Warnings	\$ 125.00	23.00	ea.	\$ 2,875.00

16	U Channel Sign Post	\$ 34.00	0.00	l.f.	\$ -
17	Ground Sleeve	\$ 122.00	0.00	ea.	\$ -
18	Traffic Sign, < 4 Sq Ft	\$ 69.00	14.00	ea.	\$ 966.00
19	Traffic Sign, 4 Sq Ft < 9 Sq Ft	\$ 106.00	11.00	ea.	\$ 1,166.00
20	Flagging (Roadway)	\$ 445.00	0.00	days	\$ -
21	Railroad Crossing Symbol Preformed Pavement Marking, Type 4 Grooved	\$ 3,275.00	5.00	ea.	\$ 16,375.00
22	Permanent Painted pavement Marking - 4" White	\$ 7.00	0.00	l.f.	\$ -
23	Wayside Horn and Conformation Signal Installation (Complete)	\$111,130.00	1.00	ea.	\$ 111,130.00
24	Riser Meter and Disconnect	\$ 2,912.00	1.00	ea.	\$ 2,912.00
25	Precast Concrete Parking Barrier	\$ 121.00	2.00	ea.	\$ 242.00
26	5' Chain Link Fence	\$ 46.00	66.00	l.f.	\$ 3,036.00
ORIGINAL BID SUBTOTAL =					\$ 239,063.41

Change Order No. 1 - No Cost \$ -

Change Order No. 2 - No Cost \$ -

Change Order No. 3

CO3-A	Install Post	\$ 100.00	11.00	ea.	\$ 1,100.00
CO3-B	U Channel Sign Post	\$ 34.00	0.00	l.f.	\$ -
CO3-C	Ground Sleeve	\$ 122.00	0.00	ea.	\$ -
CO3-D	Remove & Replace Unsuitable Material	\$ 25.80	65.00	c.y.	\$ 1,677.00
CO3-E	Install Tie Bar	\$ 6.50	211.00	ea.	\$ 1,371.50
CO3-F	2-inch Conduit in Trench	\$ 4.45	130.00	l.f.	\$ 578.50
CO3-G	Install Pull Box	\$ 260.00	4.00	ea.	\$ 1,040.00
CO3-H	2-inch Conduit, Jacked	\$ 9.95	66.00	l.f.	\$ 656.70
CO3-I	Remove Pavement	\$ 8.70	0.00	s.y.	\$ -
CO3-J	8" Concrete Pavement	\$ 38.50	0.00	s.y.	\$ -
CHANGE ORDER NO. 3 SUBTOTAL =					\$ 6,423.70

Change Order No. 4

CO4-A	Replace Curb Stop Valve Box	\$ 100.00	1.00	ea.	\$ 100.00
CO4-B	Bollard	\$ 495.00	4.00	ea.	\$ 1,980.00
CHANGE ORDER NO. 4 SUBTOTAL =					\$ 2,080.00
TOTAL PROJECT COST:					\$ 247,567.11

I hereby recommend that the Engineer's Certificate of Final Completion for Grand Island Quiet Zone Project No. 2012-QZ-1 be approved.

Terry Brown—Interim City Engineer/Public Works Director

Jay Vavricek—Mayor

RESOLUTION 2012-325

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2012-QZ-1, Grand Island Quiet Zone Project, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2012-QZ-1, Grand Island Quiet Zone Project, in the amount of \$247,567.11, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G13

#2012-326 - Approving Increase to the City's Share of the US Highway 34 Improvements from US Highway 281 to South Locust Street – NDOR Project No. STP 34-4(126); Control No. 41994

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Approving Increase to the City's Share of the US Highway 34 Improvements from US Highway 281 to South Locust Street – NDOR Project No. STP 34-4(126); Control No. 41994

Item #'s: G-13

Presenter(s): Terry Brown, Interim Public Works Director

Background

On February 28, 2012 the City Council approved the agreement between the City and Nebraska Department of Roads (NDOR) for the improvements to US Highway 34 from US Highway 281 to South Locust Street.

Improvements to this stretch of roadway consisted of the following:

- Concrete Repair, as necessary;
- Milling and resurfacing the existing roadway and shoulders with asphaltic concrete;
- Widening the existing roadway to add left-turn lanes at the intersection with Blaine Street;
- New roadway lighting for the left-turn lanes;
- Widening of the Wood River Bridge between Garland and Blaine Street, with new guardrail installed;
- Removal and replacement of the Wood River overflow bridge just west of Blaine Street with a concrete box culvert; and
- Culverts under US Highway 34 will be extended between Blaine Street and Catfish Avenue.

The improvements to US Highway 34 that require City participation begin approximately 300' west of De Ann Road and continue east to the west side of South Locust Street. The City of Grand Island will pay 50% of the preliminary engineering, construction and construction engineering costs for this portion of the project. The City's share was estimated to be \$124,889.00, with a total project estimate of \$3,083,007.88.

Discussion

The total construction contract was awarded to Werner Construction, Inc. by NDOR in the amount of \$2,333,693.90. The total construction costs for the section requiring the City's participation is \$200,498.01. With project contingencies and construction engineering the City's share has increased from the estimated \$124,889.00 to \$129,204.98. The NDOR invoice for this project has been attached for review.

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 increase of the City's share for the US Highway 34 Improvements from US Highway 281 to South Locust Street with the Nebraska Department of Roads, for a total amount of \$129,204.98.

Sample Motion

Move to approve the resolution.

INVOICE

TO: CITY OF GRAND ISLAND
C/O CITY CLERK
PO BOX 1968
GRAND ISLAND NE 68802

Billing Address:
Nebraska Department of Roads
c/o Controller Division
1500 Hwy 2
PO Box 94759
Lincoln NE 68509-4759

DATE
10-10-2012

ACCOUNT NUMBER
G7500

INVOICE NUMBER
0628436

COST DESCRIPTION

COST

CITY'S SHARE OF IMPROVEMENTS ON US-34 FROM US-281
TO LOCUST ST.

PROJECT NO. STP 34-4(126)
CONTROL NO. 41994
AGREEMENT NO. XL1215

SEE ATTACHED FOR DETAILS

AMOUNT DUE THIS INVOICE \$ 129,204.98

129,204.98

QUESTIONS, CONTACT MARY GOGGINS AT 402-479-4305.

PREPARED BY:
M GOGGINS

DESCRIPTION:
34-4(126)

PAY THIS AMOUNT
129,204.98

DETACH THIS PORTION AND RETURN WITH A PAYMENT

Make checks payable to & Mail to:

Nebraska Department of Roads
c/o Controller Division
PO Box 94759
Lincoln NE 68509-4759

GRAND ISLAND/CITY OF

CUSTOMER NAME

INVOICE NUMBER
0628436

ACCOUNT NUMBER
G7500

10-10-2012

DATE OF INVOICE

TERMS

This amount is due
upon receipt of this
invoice

129,204.98

INVOICE SUPPORT DETAIL

Responsible Party: City of Grand Island
Project No. STP 34-4(126)
Control No. 41994
Agreement No. XL1215
Expenses Thru: October 4, 2012
Description: US-281 - Locust St, Grand Island
Invoice: 0628436

Work Phase		Total Expenses	City Funding Percent	City Costs Share
Preliminary Engineering:				
NDOR Expenses to Date		27,512.84	50%	13,756.42
Consultant - VK1128		2,329.36	50%	1,164.69
HDR Engineering, Inc.				
Construction:				
Werner Construction, Inc.				
Construction Contract		200,498.01		
Plus Contingencies	4%	8,019.93		
Subtotal		208,517.94	50%	104,258.97
Construction Engineering:				
Estimated CE Expenses	10%	20,049.80	50%	10,024.90
Total City Cost Share				129,204.98
Total Due this invoice				129,204.98

NOTE: NDOR expenses include labor and operating costs.

11/13/2012 7:41

As App'd Finance - Agreement Template (CN 41994 10-4-12-10X) (City

RESOLUTION 2012-326

WHEREAS, the Grand Island City Council approved Resolution No. 2012-48 on February 28, 2012, which provided for the City to share in the cost of improving US Highway 34 from US Highway 281 to South Locust Street; and

WHEREAS, such improvements consist of concrete repair, as necessary; milling and resurfacing the existing roadway and shoulders with asphaltic concrete; widening the existing roadway to add left-turn lanes at the intersection with Blaine Street; new roadway lighting for the left-turn lanes; widening of the Wood River Bridge between Garland and Blaine Street, with new guardrail installed; removal and replacement of the Wood River overflow bridge just west of Blaine Street with a concrete box culvert; and culverts under US Highway 34 will be extended between Blaine Street and Catfish Avenue; and

WHEREAS, the City's share was originally estimated to be \$124,889.00; and

WHEREAS, the total construction costs for the section requiring the City's participation is \$200,498.01, which increases the City's share to \$129,204.98, after bids were opened and the NDOR awarded the bid to Werner Construction, Inc. in the amount of \$2,333,693.90; and

WHEREAS, the \$129,204.98 City share accounts for project contingencies and construction engineering.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City's share of \$129,204.98 for such roadway improvements is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G14

**#2012-327 - Approving Public Highway At-Grade Crossing
Improvement Agreement with Union Pacific Railroad Company
for the Broadwell Avenue Crossing**

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Approving Public Highway At-Grade Crossing Improvement Agreement with Union Pacific Railroad Company for the Broadwell Avenue Crossing

Item #'s: G-14

Presenter(s): Terry Brown, Interim Public Works Director

Background

The Various Locations in Grand Island Resurfacing project consists of removal of the top layer of existing bituminous surfacing by cold milling and placement of new Asphaltic Concrete at 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

Select locations have been identified for complete pavement removal and reconstruction due to the lack of structural capacity of the existing pavement. These locations include two blocks on First Street and the southern portion of Independence Avenue. Sidewalk curb ramps at all intersections will be reconstructed to Americans with Disabilities Act (ADA) standards.

This project is made possible through funds provided by the Nebraska Department of Roads Surface Transportation Program and the Federal Highway Administration. The total project cost is currently estimated at \$3.5 million, with 20% of project costs funded by the City of Grand Island. This project will relieve the City of Grand Island from funding these improvements solely with Streets Division Resurfacing funds or the Capital Improvement Program fund.

Discussion

Milling and resurfacing work is being planned to go up to the concrete panels at the Union Pacific Railroad (UPRR) crossing on Broadwell Avenue. Other work planned near the railroad crossing includes construction of sidewalk in compliance with the ADA standards. UPRR right-of-way is 130 feet wide at the Broadwell Avenue crossing.

UPRR will not allow work to occur on railroad Right-of-Way prior to execution of the Public Highway At-Grade Crossing Improvement Agreement. As per the agreement, the City will require its Contractor to execute a Contractor's Right of Entry Agreement and to comply with the terms and provisions relating to the work to be performed.

Upon execution and delivery of the agreement, the City shall pay UPRR an administrative handling charge of \$1,000.00.

Approval of Environmental Documents is anticipated to occur in December. Acquisition of easements is anticipated to be completed in March, 2013. Construction is anticipated to begin in the fall of 2013.

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 authorizing the Mayor to sign the Public Highway At-Grade Crossing Improvement Agreement between the Union Pacific Railroad Company and the City of Grand Island.

Sample Motion

Move to approve the resolution.



October 2, 2012

UPRR Folder No.: 2762-62

**MR SCOTT GRIEPENSTROH
CITY OF GRAND ISLAND
PO BOX 1968
GRAND ISLAND NE 68802-1968**

Dear Mr. Grienpenstroh:

Attached are duplicate originals of a Public Highway At-Grade Crossing Improvement Agreement. In the spaces marked by an "X", please execute or arrange for execution of the attached documents and have the signatures witnessed or attested, as indicated. Please **RETURN ALL COPIES** of the documents for execution on behalf of the Railroad Company. Your copy of the fully executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, if necessary.

Payment in the amount of **\$1,000.00** is due and payable upon your execution of the agreement. Please include your check with the return of the documents. This agreement will not be accepted by the Railroad Company until the initial payment is received. If you require formal billing, you may consider this letter as a formal bill.

In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Sincerely yours,


PAUL G. FARRELL
Senior Manager Contracts
Phone: (402) 544-8620
e-mail: pgfarrell@up.com

Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179-1690
fax. 402.501.0340

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF GRAND ISLAND

COVERING THE

**SURFACE REHABILITATION OF THE APPROACHES TO THE EXISTING
BROADWELL STREET AT-GRADE PUBLIC ROAD CROSSING
DOT NO. 817-626P**

AT

RAILROAD MILE POST 147.83 - KEARNEY SUBDIVISION

AT

**GRAND ISLAND,
HALL COUNTY,
NEBRASKA**

Railroad Original

UPRR Folder No.: 2762-62

UPRR Audit No. _____

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, or its predecessor in interest, with a mailing address at 1400 Douglas Street, MS 1690, Omaha, Nebraska, 68179-1690 ("Railroad"), and the **CITY OF GRAND ISLAND**, a Nebraska municipal corporation with a mailing address at PO Box 1968, Grand Island, Nebraska 68802-1968 ("City").

RECITALS:

Presently, the City utilizes the Railroad's property for the existing Broadwell Street at-grade public road crossing, (DOT No. 817-626P), at Railroad's Mile Post 147.83 on it's Kearney Subdivision, in Grand Island, Hall County, Nebraska (hereinafter the "Roadway").

The City now desires to undertake as its project (the "Project") the surface rehabilitation of the approaches of the existing Roadway. The existing aforementioned roadway, as improved is hereinafter the "Roadway" and where the Roadway crosses the Railroad's property is the "Crossing Area" in the location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof.

The Railroad and the City and entering into this agreement to cover the above.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

SECTION 1.

The exhibits below are attached hereto and hereby made a part hereof.

Exhibit A	Railroad Location Print
Exhibit B	General Terms and Conditions
Exhibit C	Railroad's Form of Contractor's Right of Entry Agreement

SECTION 2.

The General Terms and Conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

SECTION 3.

The Railroad, at City's expense, shall furnish all labor, material, equipment and supervision

for the Roadway improvement Project located within 25-feet of the nearest rail.

SECTION 4.

- A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications and submit such plans and specifications to the Railroad's Assistant Vice President Engineering – Design, or his authorized representative, for review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering–Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. Notwithstanding the Railroad's approval of the Plans, the Railroad shall not be responsible for the permitting, design, details or construction of the Roadway.

SECTION 5.

The Railroad, at the City's expense, shall maintain the crossing between the track tie ends. If, in the future, the City elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, the Railroad, at City's expense, shall install such replacement surfacing.

SECTION 6.

- A. The City, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.
- B. The City, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the track tie ends.

SECTION 7.

If City's contractor(s) is/are performing any work described in Section 4 above, then the City shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement attached hereto as **Exhibit C**. City acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the City's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

SECTION 8.

Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City or its contractor(s). If it is, City or its contractor(s) 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 the Railroad's premises.

SECTION 9.

The City, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

SECTION 10.

Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the City shall be transferred or assigned, either voluntarily or involuntarily, except by express prior written consent of the Railroad.

SECTION 11.

The City shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the City, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the City with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by City.

SECTION 12.

Upon execution and delivery of this Agreement, the City shall pay to the Railroad an administrative handling charge of **ONE THOUSAND HUNDRED DOLLARS (\$1,000.00)**.

SECTION 13. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The City confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad and (ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad. The City also confirms and acknowledges that (i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project

including the Railroad's standard and customary documentation to support such billing and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents. The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
PAUL G. FARRELL
Real Estate Manager - Contracts

WITNESS:

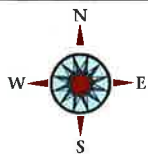
CITY OF GRAND ISLAND

_____ By: _____
Printed Name: _____
Title: _____

EXHIBIT A

To Public Highway At-Grade Crossing Improvement Agreement

Cover Sheet for the Railroad Location Print



RAILROAD LOCATION PRINT OF AN EXISTING AT-GRADE PUBLIC ROAD CROSSING SURFACE REHABILITATION PROJECT



RAILROAD WORK TO BE PERFORMED:

1. Flagging.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

KEARNEY SUBDIVISION
RAILROAD MILE POST 147.83
GPS: N 40° 55.1611', W 98° 21.4809'
GRAND ISLAND, HALL CO., NE.

To accompany an agreement with the
CITY OF GRAND ISLAND
covering an existing at-grade public road
crossing surface rehabilitation project.

Folder No. 2762-62

Date: October 2, 2012

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

Exhibit A
Railroad Location Print

EXHIBIT B

To Public Highway At-Grade Crossing Improvement Agreement

Cover Sheet for the General Terms & Conditions

EXHIBIT B

TO PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the City shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the

Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The City shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the City elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the City's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the City shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the City shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.



B. **Entry on to Railroad's Property by City.** If the City's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the City's employees need to enter Railroad's property as provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The City shall not do, suffer or permit anything which will or may obstruct, endanger,

interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the City shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City. If it is, City 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 the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.

B. Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.

C. The City will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway At-Grade Crossing
Improvement Agreement

Cover Sheet for the Form of
Contractor's Right of Entry Agreement



UPRR Folder No.: Folder Number

UPRR Audit No.: Audit Number

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(NAME OF CONTRACTOR)
a _____ corporation ("Contractor").
(State of Corporation)

RECITALS:

Contractor has been hired by the *Name of Public Body* ("X") to perform work relating to the Purpose (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post Mile Post on the Railroad's Name of Subdivision in or near City, County & State, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between the Railroad and the X.

(Date of Contract)

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of

performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):
- MTM* *MSM*
- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein
(Expiration Date)
provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: Folder Number*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
PAUL G. FARRELL
Senior Manager Contracts

(Name of Contractor)

By _____

Printed Name: _____

Title: _____

EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (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 Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor

and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. BUSINESS AUTOMOBILE COVERAGE INSURANCE. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. RAILROAD PROTECTIVE LIABILITY INSURANCE. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. UMBRELLA OR EXCESS INSURANCE. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. POLLUTION LIABILITY INSURANCE. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

RESOLUTION 2012-327

WHEREAS, on May 24, 2011 the Grand Island City Council approved the agreement with the Nebraska Department of Roads for the Various Locations in Grand Island Resurfacing Project; and

WHEREAS, select locations have been identified for complete pavement removal and reconstruction due to the lack of structural capacity of the existing pavement; and

WHEREAS, milling and surfacing work is being planned to go up to the concrete panels at the Union Pacific Railroad (UPRR) crossing on Broadwell Avenue; and

WHEREAS, UPRR will not allow work to occur on railroad right-of-way prior to execution of the Public Highway At-Grade Crossing Improvement Agreement; and

WHEREAS, upon execution and delivery of the agreement, the City shall pay UPRR an administrative handling charge of \$1,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Highway At-Grade Crossing Improvement Agreement between the Union Pacific Railroad Company and the City of Grand Island 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, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G15

#2012-328 - Approving Installation of Four Way Stop at the Intersection of Capital Avenue and Independence Avenue

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz, PW Engineer

Meeting: November 13, 2012

Subject: Approving Installation of Four Way Stop at the Intersection of Capital Avenue and Independence Avenue

Item #'s: G-15

Presenter(s): Terry Brown, Interim Public Works Director

Background

The Engineering Division of the Public Works Department received a citizen request for the installation of a flashing light for the crosswalk on Capital Avenue to alert drivers of pedestrians crossing, or a stoplight that could be utilized by an individual pressing the crosswalk button.

Both Capital Avenue and Independence Avenue are two lane collector streets. Currently stop controls are present on Independence Avenue. School Crossing signs are present on both Capital Avenue approaches of the intersection. Sight visibility is generally clear from all approaches to the intersection.

Discussion

A traffic study was completed at the intersection of Capital Avenue and Independence Avenue during peak times of both pedestrian and vehicular traffic.

Due to the traffic volumes meeting the Manual on Uniform Traffic Control Devices (MUTCD) criteria and major delays occurring during the peak hours, an all-way stop is being recommended. With northwest Grand Island continuing to grow, this traffic will only increase in the future and the all-way stop will aid in effectively moving traffic along in a timely manner.

In addition, to improve the pedestrian safety crosswalk of the intersection adjacent to the school, the proposed all-way stop at this intersection will be helpful in making the crossing of Capital Avenue safer. It should be noted that the safe crossing of Capital Avenue is not the driving force of installing an all-way stop, just an added benefit.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution approving the installation of a four way stop at the intersection of Capital Avenue and Independence Avenue.

Sample Motion

Move to approve the resolution.

RESOLUTION 2012-328

WHEREAS, the City Council, by authority of Section 22-27 of the Grand Island City Code, may by resolution regulate motor vehicle traffic upon the streets of the City of Grand Island; and

WHEREAS, due to a citizen request a traffic study was completed at the intersection of Capital Avenue and Independence Avenue; and

WHEREAS, stop signs currently exist on Independence Avenue where it intersects with Capital Avenue requiring north/south bound traffic to stop prior to entering said intersection, and

WHEREAS, after a review of the traffic flow of the intersection, it was recommended that stop signs be installed on Capital Avenue at Independence Avenue to require all east/west bound traffic to stop prior to entering the intersection; and

WHEREAS, it is in the City's best interest to effect such changes.

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

1. Stop signs be installed on Capital Avenue where it intersects with Independence Avenue, which will result in all traffic being required to stop prior to entering such intersection.
2. The Street Division is hereby directed to install such signs to regulate traffic as outlined above.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G16

#2012-329 - Approving Amendment No. 3 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: November 13, 2012

Subject: Approving Amendment No. 3 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Item #'s: G-16

Presenter(s): Terry Brown, Interim Public Works Director

Background

On October 11, 2011 City Council approved, by Resolution No. 2011-307, the initial agreement with Black & Veatch for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation.

On April 24, 2012 City Council approved, by Resolution No. 2012-111 Amendment No. 1 to this agreement in continued design effort to finalize design and prepare bidding documents. Bidding documents in Amendment No. 1 included: Lift Station No. 7 Improvements, 4th to 5th Eddy to Vine, Northeast Interceptor Phase 1A, and 1B, South and West Collection System rehabilitation, and Wastewater Treatment Rehabilitation.

At the August 28, 2012 City Council meeting Resolution No. 2012-229 was approved for Amendment No. 2 to this agreement. This amendment added Community Development Block Grant (CDBG) guideline provisions, as well as provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation.

Discussion

Amendment No. 3 provides construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri.

The agreement cost increase for Amendment No. 3 is \$265,754.00, resulting in a revised agreement cost of \$3,349,989.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Amendment No. 3 to the original agreement with Black & Veatch of Kansas City, Missouri and pass a Resolution authorizing the Mayor to sign the amendment.

Sample Motion

Move to approve the resolution authorizing the Mayor to sign Amendment No. 3 with the consulting firm Black & Veatch of Kansas City, Missouri.

AMENDMENT NO. 3
TO AGREEMENT BETWEEN
CITY OF GRAND ISLAND
AND
BLACK & VEATCH CORPORATION
FOR PROFESSIONAL SERVICES
FOR

Consulting Engineering Services for the WWTP and Collection System Rehabilitation

THIS IS AN AMENDMENT made as of _____, 2012 to the agreement between City of Grand Island (OWNER) and Black & Veatch Corporation (ENGINEER) dated October 17, 2011, and entitled Consulting Engineering Services for the WWTP and Collection System Rehabilitation. OWNER and ENGINEER agree to amend such Agreement as follows:

ARTICLE 4 – COMPENSATION

4.1 The total amount of payments for services and Reimbursable Expenses in accordance with Attachment B-1, Compensation shall be changed from \$3,084,235 (per Council Resolution 2011-307 dated October 11, 2011) to \$3,349,989 representing an increase of \$265,754. The compensation by Task shall be as follows:

- | | |
|--|-----------|
| 1. Task 4.6 – Construction Phase Services – 5 th Street Sanitary Sewer Improvements | \$81,747 |
| 2. Task 4.7 – Resident Inspection During Construction – 5 th St Sanitary Sewer Imp | \$114,703 |
| 3. Task 4.8 – Construction Phase Services – South & West Interceptor Sewer Imp | \$45,908 |
| 4. Task 4.9 – Resident Inspection During Construction – S & W Interceptor Imp | \$23,396 |

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

The scope of services for this amendment includes the following services:

1. **Collection System Rehabilitation** – Construction Phase Services for 5th Street Sanitary Sewer Improvements and West & South Interceptor Sewer Improvements.

The Scope of Services as described in Attachment A – Scope of Services shall be amended to include the following:

Task 4.6 – Construction Phase Services – 5th Street Sanitary Sewer Improvements

ENGINEER shall not have the authority or the responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incidental to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Specific services to be performed by the ENGINEER for construction administration are as follows:

1. Pre-Construction Conference. At date and time selected by the City and at facilities provided by the City, conduct preconstruction conference. The ENGINEER shall prepare an agenda for the conference and record, prepare, and distribute minutes of the conference. The preconstruction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittal, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Discussion regarding the Contractor's responsibilities for meeting and necessary requirements of the State and Federal Assurances and Requirements for the project included in the Contract Documents will be provided by the City's Contract Administrator.
2. Construction Staking and Alignment Survey Check. Establish field control points for Contractor to use in constructing the project. The points will be offset stakes at 50' intervals for the sanitary sewer line along 5th Street as well as offset stakes for manholes and structures. Any re-staking of control points, benchmarks, and/or construction staking damaged or destroyed in the field shall be re-established at the expense of the Contractor. These activities will not relieve the Contractor of the Contractor's overall responsibility to perform the work in accordance with the Contract Documents. A final as-constructed survey will verify selected elevations and horizontal locations of information provided on the Contractor's record drawings. Incorporate limits of construction staking in critical boundary areas (A total of 20 hours will be budgeted for the limits of construction staking).
3. Construction Administration. Provide general administration services to facilitate the work by the Contractor is performed in general conformance with the Construction Documents. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction.
4. Attend and Conduct Monthly Construction Progress Meetings. Attend and conduct regularly scheduled construction progress monthly meetings as required by the specifications. Engineer shall prepare agenda and record and distribute meeting minutes of each meeting. Meeting minutes shall include reviews and status of construction activities, construction schedule, requests for information, submittals, contract change requests, contract change orders, and budget reports. The anticipated monthly progress meetings are:

5th Street Sanitary Sewer Improvements -

Five (5) meetings

5. Schedule Reviews. Review and comments on the Contractor's initial and updated construction schedule(s) and advise City as to acceptability. Review and analyze Contractor's construction schedule(s), activity sequences, and construction procedures with regard to City's ability to keep existing facilities in operation.
6. Periodic Site Visits. Make periodic site visits to the construction site to observe progress of the work and consult with the City and Contractor concerning problems and/or progress of the work.

7. Investigate/Negotiate Contractor Claim. Investigate and process all necessary construction change order justifications and related changes to the contract documents as may be necessary. Negotiate with the Contractor to assist in obtaining a fair price for the work. Said negotiations will be subject to the approval of the City.
8. Administer Change Orders. Review documentation and administer the processing of change orders, including applications for extensions of construction time. Documentation will be provided by Resident Project Representative and Contractor.
9. Review Monthly Contractor Pay Requests. Review and process the Contractor's monthly payment requests and forward them to the City for approval. Review will be for the purpose of making a full independent mathematical of the Contractor's payment request. Resident Project Representative will be responsible for reviewing and verifying the quantities of work which are the basis of the payment request.
10. Review Contractor's Submittals. Review Contractor's submittals, shop drawings, and other data submitted by the Contractor as required by the construction contract documents. Review will be for general conformity to the construction contract drawings and specifications for the contract, and will not relieve the Contractor of any of his contractual responsibilities. Such review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
11. Substantial Completion Inspection. Upon request for Substantial Completion, inspect the construction work for compliance with the Contract Documents and prepare a listing of those items to be completed or corrected before final completion of the contract. Submit results of the inspection to the City and Contractor.
12. Final Completion Inspection. Upon completion or correction of the items of work on the punch list, conduct final inspection to determine whether the work is complete. Provide written recommendations concerning final payment to the City including a list of items, if any, to be completed prior to the making of such payment.
13. Prepare Conformed Construction Record Documents. Upon completion of the project, revise the construction drawings to conform to the construction records. Conformed to construction record documents will be provided to the City in electronic PDF format and AutoCAD format.
14. Warranty Inspections. Conduct an inspection during the one-year warranty period at a date to be determined by the City to identify defects of the work that need to be addressed or corrected. As necessary, a formal request will be forwarded to the Contractor requesting corrective action.
15. Public Involvement. ENGINEER will arrange for and conduct an "open house" style public meeting to inform the public of the project and project timelines. This meeting will be held close to the pre-construction meeting of the project. The ENGINEER will also provide informational updates throughout the project (bi-weekly) for the CITY to post on the City's website and/or release to the press. A total of fourteen (14) bi-weekly updates are anticipated. Individual

landowner meetings are also anticipated during the construction of the project. A total of twenty (20) individual landowner meetings are anticipated.

16. Site Conditions. Provide recorded site condition prior to construction, this will be redundant to contractors recorded preconstruction site conditions. The ENGINEER should carefully check the relevant site details and record them in writing, in sketches and in photos which will be compiled into a condition report. This report is supplied to the CITY and may have to be given to neighboring property owners if their property is affected by the construction.

Task 4.7 – Resident Observation Services During Construction – 5th Street Sewer Sanitary Sewer Improvements Project

ENGINEER, through sub-consultant, shall furnish a Resident Project Representative (RPR) under the project work plan for construction of the work for a cumulative total of the following man hours:

5 th Street Sanitary Sewer Improvements -	1,370 hours
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The man hours are based on an estimated construction length of 28 weeks with an average of 49 hours per week of observation time. Time for meetings, reports, testing, and project close-out items are in addition to the above listed hours and are included in the estimated man hours for this task under separate sub-task items.

The RPR will observe the Contractor's work and perform the services listed below. The RPR shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the ENGINEER. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have the sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the RPR are as follows:

1. Site Observations. Conduct onsite observations on a part-time or full-time basis, depending on the project and work being performed, of the general progress of the work to assist ENGINEER and City in determining if the work is proceeding in accordance with the construction contract documents. Observe pertinent site conditions when Contractor(s) maintain that differing subsurface and physical conditions have been encountered, and document actual site conditions.

Working principally through City's Representative, assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the City's Representative. When Contractor's operations affect City's onsite operations, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the work. Advise ENGINEER and City's Representative or its Public Works Engineer immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been previously reviewed and accepted by the ENGINEER. Monitor changes of apparent integrity of the site resulting from construction related activities. Assist in coordinating and scheduling of

utility activities to minimize conflicts with City's activities. Coordinate onsite materials and other field testing services during construction. Provide copies of tests performed and results to ENGINEER and City for review and information.

2. Meetings, Reports, and Documents. Attend the preconstruction conference. Attend monthly progress meetings, and other meetings with the City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, consulting management procedures, and other matters concerning the project. Submit to ENGINEER and City daily/weekly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems. Report to ENGINEER and City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment and advise ENGINEER whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval. Review applications for payment with Contractor for compliance with the established procedure for their submission, and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. Maintain a daily diary or log book of events at the jobsite. Provide a copy of the daily diary to ENGINEER and City upon completion of the project.
3. Observe Contractor's Field Tests. Observe and document field tests of equipment, soils compaction, concrete, structures, and systems including but not limited to; lamping, air, exfiltration, mandrel testing, and review the resulting reports, commenting to ENGINEER, as appropriate. Report to ENGINEER, giving opinions and suggestions based on the Resident Project Representative's observations regarding the defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts. Visually inspect materials, equipment, and supplies delivered to the worksite. Recommend to the ENGINEER the rejection of materials, equipment, and supplies, which do not conform to the construction contract documents.
4. Geotechnical/Testing Services. Coordinate field soils and concrete testing as required or requested by the ENGINEER and City. Based on the estimate of the required number of tests, the following scope of test services is anticipated:

5 th Street Sanitary Sewer Improvements	
Backfill field density tests -	430 tests
Concrete sets of cylinder casts and tests -	57 sets and tests
Standard Proctor and Atterberg limit tests -	5 tests
Sieves (Pipe Bedding Material) -	2 tests

Plus supervision, data review, and reports.

5. Completion/Inspections. Assist ENGINEER and City in Certification of Substantial Completion. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Assist ENGINEER and City in conducting a final inspection in the company of City and Contractor, and prepare a final list of items to be

completed or corrected. Verify that all items on the final list have been completed or corrected and make recommendations to ENGINEER and City for determining final acceptance.

6. Isolation / By-Passing / Discharging / Street Closing. The RPR shall not authorize any Wastewater Utility systems isolation, by-passing, or discharging. The City's Owner Representative shall be notified of the requirement to isolate, by-pass, or discharge. The RPR shall assist in forty-eight (48) hour notification of a required street closing reporting to the city's Owner Representative.

Task 4.8 – Construction Phase Services – South & West Sewer Interceptor Improvements

ENGINEER shall not have the authority or the responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incidental to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Specific services to be performed by the ENGINEER for construction administration are as follows:

1. Pre-Construction Conference. At date and time selected by the City and at facilities provided by the City, conduct preconstruction conference. The ENGINEER shall prepare an agenda for the conference and record, prepare, and distribute minutes of the conference. The preconstruction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittal, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
2. Establish Baseline Survey/Grade and Alignment Survey Check. Establish field control points for Contractor to use for surveying alignment and grade for the sewer line. Perform necessary survey checks of Contractor installations at critical locations and times during construction. Incorporate limits of construction staking in critical boundary areas (A total of 20 hours will be budgeted for the limits of construction staking). This activity will not relieve the Contractor of the Contractor's overall responsibility to perform the work in accordance with the Contract Documents. A final as-constructed survey will verify selected elevations and horizontal locations of information provided on the Contractor's record drawings.
3. Construction Administration. Provide general administration services to facilitate the work by the Contractor is performed in general conformance with the Construction Documents. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction.
4. Attend and Conduct Monthly Construction Progress Meetings. Attend and conduct regularly scheduled construction progress monthly meetings as required by the specifications. Engineer shall prepare agenda and record and distribute meeting minutes of each meeting. Meeting minutes shall include reviews and status of construction activities, construction schedule, requests for information, submittals, contract change requests, contract change orders, and budget reports. The anticipated monthly progress meetings are:

5. Schedule Reviews. Review and comments on the Contractor's initial and updated construction schedule(s) and advise City as to acceptability. Review and analyze Contractor's construction schedule(s), activity sequences, and construction procedures with regard to City's ability to keep existing facilities in operation.
6. Periodic Site Visits. Make periodic site visits to the construction site to observe progress of the work and consult with the City and Contractor concerning problems and/or progress of the work.
7. Investigate/Negotiate Contractor Claim. Investigate and process all necessary construction change order justifications and related changes to the contract documents as may be necessary. Negotiate with the Contractor to assist in obtaining a fair price for the work. Said negotiations will be subject to the approval of the City.
8. Administer Change Orders. Review documentation and administer the processing of change orders, including applications for extensions of construction time. Documentation will be provided by Resident Project Representative and Contractor.
9. Review Monthly Contractor Pay Requests. Review and process the Contractor's monthly payment requests and forward them to the City for approval. Review will be for the purpose of making a full independent mathematical of the Contractor's payment request. Resident Project Representative will be responsible for reviewing and verifying the quantities of work which are the basis of the payment request.
10. Review Contractor's Submittals. Review Contractor's submittals, shop drawings, and other data submitted by the Contractor as required by the construction contract documents. Review will be for general conformity to the construction contract drawings and specifications for the contract, and will not relieve the Contractor of any of his contractual responsibilities. Such review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
11. Substantial Completion Inspection. Upon request for Substantial Completion, inspect the construction work for compliance with the Contract Documents and prepare a listing of those items to be completed or corrected before final completion of the contract. Submit results of the inspection to the City and Contractor.
12. Final Completion Inspection. Upon completion or correction of the items of work on the punch list, conduct final inspection to determine whether the work is complete. Provide written recommendations concerning final payment to the City including a list of items, if any, to be completed prior to the making of such payment.
13. Prepare Conformed Construction Record Documents. Upon completion of the project, revise the

construction drawings to conform to the construction records. Conformed to construction record documents will be provided to the City in electronic PDF format and AutoCAD format.

14. Warranty Inspections. Conduct an inspection during the one-year warranty period at a date to be determined by the City to identify defects of the work that need to be addressed or corrected. As necessary, a formal request will be forwarded to the Contractor requesting corrective action.
15. Public Involvement. The ENGINEER will provide informational updates throughout the project (bi-weekly) for the CITY to post on the City's website and/or release to the press. A total of five (5) bi-weekly updates are anticipated. Individual landowner meetings are also anticipated during the construction of the project. A total of eight (8) individual landowner meetings are anticipated. One "media day" will also be conducted for the project. The "media day" will consist of an on-site meeting to be conducted with the media (media outlets to be chosen and notified by the City) to outline the project specifics (project scope, timeline, potential impacts to landowners, etc).
16. Site Conditions. Provide recorded site condition prior to construction, this will be redundant to contractors recorded preconstruction site conditions. The ENGINEER should carefully check the relevant site details and record them in writing, in sketches and in photos which will be compiled into a condition report. This report is supplied to the CITY and may have to be given to neighboring property owners if their property is affected by the construction.

Task 4.9 – Resident Observation Services During Construction – South & West Sewer Interceptor Improvements

ENGINEER, through sub-consultant, shall furnish a Resident Project Representative (RPR) under the project work plan for construction of the work for a cumulative total of the following man hours:

South & West Sewer Interceptor Improvements - 300 hours

The man hours are based on an estimated construction length of 10 weeks with an average of 30 hours per week of observation time. Time for meetings, reports, testing, and project close-out items are in addition to the above listed hours and are included in the estimated man hours for this task under separate sub-task items.

The RPR will observe the Contractor's work and perform the services listed below. The RPR shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the ENGINEER. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have the sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the RPR are as follows:

1. Site Observations. Conduct onsite observations on a part-time or full-time basis, depending on the project and work being performed, of the general progress of the work to assist ENGINEER and City in determining if the work is proceeding in accordance with the construction contract documents. Observe pertinent site conditions when Contractor(s) maintain that differing subsurface and physical conditions have been encountered, and document actual site conditions.

Working principally through City's , assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the City's Representative . When Contractor's operations affect City's onsite operations, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the work. Advise ENGINEER and City's Representative or its Public Works Engineer immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been previously reviewed and accepted by the ENGINEER. Monitor changes of apparent integrity of the site resulting from construction related activities. Assist in coordinating and scheduling of utility activities to minimize conflicts with City's activities. Coordinate onsite materials and other field testing services during construction. Provide copies of tests performed and results to ENGINEER and City for review and information.

2. Meetings, Reports, and Documents. Attend the preconstruction conference. Attend monthly progress meetings, and other meetings with the City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, consulting management procedures, and other matters concerning the project. Submit to ENGINEER and City daily/weekly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems. Report to ENGINEER and City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment and advise ENGINEER whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval. Review applications for payment with Contractor for compliance with the established procedure for their submission, and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. Maintain a daily diary or log book of events at the jobsite. Provide a copy of the daily diary to ENGINEER and City upon completion of the project.
3. Observe Contractor's Field Tests. Observe and document field tests of equipment, soils compaction, concrete, structures, and systems including but not limited to; lamping, air, exfiltration, mandrel testing, and review the resulting reports, commenting to ENGINEER, as appropriate. Report to ENGINEER, giving opinions and suggestions based on the Resident Project Representative's observations regarding the defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts. Visually inspect materials, equipment, and supplies delivered to the worksite. Recommend to the ENGINEER the rejection of materials, equipment, and supplies, which do not conform to the construction contract documents.
4. Isolation / By-Passing / Discharging / Street Closing. The RPR shall not authorize any Wastewater Utility systems isolation, by-passing, or discharging. The City's Representative shall be notified of the requirement to isolate, by-pass, or discharge. The RPR shall assist in forty-eight (48) hour notification of a required street closing reporting to the city's Representative.

5. Geotechnical/Testing Services. Coordinate field soils and concrete testing as required or requested by the ENGINEER and City. Based on the estimate of the required number of tests, the following scope of test services is anticipated:

5 th Street Sanitary Sewer Improvements	
Backfill field density tests -	8 tests
Concrete sets of cylinder casts and tests -	2 sets and tests
Standard Proctor and Atterberg limit tests -	1 test

Plus supervision, data review, and reports.

6. Completion/Inspections. Assist ENGINEER and City in Certification of Substantial Completion. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Assist ENGINEER and City in conducting a final inspection in the company of City and Contractor, and prepare a final list of items to be completed or corrected. Verify that all items on the final list have been completed or corrected and make recommendations to ENGINEER and City for determining final acceptance.

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF GRAND ISLAND, NEBRASKA

BLACK & VEATCH CORPORATION

By: _____

By: _____

Title: Jay Vavricek, Mayor

Title: Associate Vice President

Date: _____

Date: _____

Attest: _____

Date: _____

RaNae Edwards, City Clerk

The Amendment is in due form according to law and is hereby approved.

Date: _____

Bob Sivick, City Attorney

RESOLUTION 2012-329

WHEREAS, on October 11, 2012 Grand Island City Council, by Resolution No. 2011-307, approved the consulting agreement with Black & Veatch of Kansas City, Missouri for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation in the amount of \$1,121,160.00, and

WHEREAS, on April 24, 2012 Grand Island City Council, by Resolution No. 2012-111, approved Amendment No. 1 to allow for the continuation of the design effort to final design and bidding, in the amount of \$1,910,075.00; and

WHEREAS, on August 28, 2012 Grand Island City Council, by Resolution No. 2012-229, approved Amendment No. 2 to add CDBG guideline provisions, as well as provide for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street, Eddy Street to Vine Street rehabilitation, in the amount of \$53,000; and

WHEREAS, Amendment No. 3 will provide for construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri; and

WHEREAS, the agreement cost increase for Amendment No. 3 is \$265,754.00, resulting in a revised agreement cost of \$3,349,989.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such Amendment No. 3 to the agreement with Black & Veatch of Kansas City, Missouri is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 3 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 14, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G17

**#2012-330 - Approving Bid Award for South & West Interceptor
Sewer Improvements; Sewer Project No. 2012-S-4**

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Marvin Strong, Wastewater Plant Engineer

Meeting: November 13, 2012

Subject: Approving Bid Award for South & West Interceptor Sewer Improvements; Sewer Project No. 2012-S-4

Item #'s: G-17

Presenter(s): Terry Brown Interim, Public Works Director

Background

On October 4, 2012 the Engineering Division of the Public Works Department advertised for bids for the South & West Interceptor Sewer Improvements; Project No. 2012-S-4. There were 15 potential bidders for the project.

Discussion

Five (5) bids were received and opened on October 30, 2012. 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>
SAK Construction, LLC of O'Fallon, MO	None	\$739,547.00
Western Slop Utilities, LLC of Breckenridge, CO	None	\$854,870.00
Insituform Technologies USA, LLC of Chesterfield, MO	None	\$930,526.40
Lametti & Sons, Inc of Hugo, MN	None	\$1,486,575.00
Visu-Sewer, Inc of Pewaukee, WI	None	\$944,569.00

Public Works Staff believes the bid of SAK Construction, LLC of O'Fallon, Missouri, in the amount of \$739,547.00 is fair and reasonable, as the Engineer's estimate was \$996,500.00.

There are sufficient funds in Account No. 53030055-85213-53016 to fund 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 awarding a contract to SAK Construction, LLC of O'Fallon, Missouri, in the amount of \$739,547.00.

Sample Motion

Move to approve the bid award.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 30, 2012 at 2:15 p.m.

FOR: Sewer Project 2012-S-4 South & West
Interceptor Sewer Improvements

DEPARTMENT: Public Works

ESTIMATE: \$996,500.00

FUND/ACCOUNT: 53030055-85213

PUBLICATION DATE: October 4, 2012

NO. POTENTIAL BIDDERS: 15

SUMMARY

Bidder:	<u>SAK Construction, LLC</u> O'Fallon, MO	<u>Western Slope Utilities</u> Breckenridge, CO
Bid Security:	Travelers Casualty & Surety Co.	Travelers Casualty & Surety Co.
Exceptions:	None	None
Bid Price:	\$739,547.00	\$854,870.00
Bidder:	<u>Insituform Technologies USA, LLC</u> Chesterfield, MO	<u>Lametti & Sons, Inc.</u> Hugo, MN
Bid Security:	Travelers Casualty & Surety Co.	Hartford Accidental
Exceptions:	None	None
Bid Price:	\$930,526.40	\$1,486,575.00
Bidder:	<u>Visu-Sewer</u> Pewaukee, WI	
Bid Security:	Merchants Bonding Co.	
Exceptions:	None	
Bid Price:	\$944,569.00	

cc: Terry Brown, Interim Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Roger Scott, Eng. Technician

P1600

October 31, 2012

Mayor and City Council
City of Grand Island
100 East First Street
Grand Island, NE 68801

Re: South & West Interceptor Sewer Improvements (Sewer Project 2012-S-4)
Grand Island, Nebraska
OA Project No. 011-2347

Dear Mayor & Council,

A total of five (5) bids were received for the South & West Interceptor Sewer Improvements (Sewer Project 2012-S-4). The bids for the project were very competitive with four (4) of the five (5) bids below our "Estimated Opinion of Costs" of \$1,000,000. A copy of the bid tabulation for the above referenced project is attached.

SAK Construction from O'Fallon, MO was the low bid for the project. We checked project references for SAK Construction and all the references had favorable feedback on the quality of the work performed. After reviewing the bids and verifying project references, Olsson Associates recommends that you approve the bid of SAK Construction for \$739,547.00.

If you have any questions or comments, please do not hesitate to call.

Sincerely,



Joseph C. Baxter



**SEWER PROJECT 2012-S-4
SOUTH & WEST INTERCEPTOR SEWER IMPROVEMENTS
GRAND ISLAND, NEBRASKA - 2012**

BID TABULATION
30-Oct-2012 OA #011-2347
2:15 p.m. Page 1 of 1

CONTRACTOR				SAK Construction LLC		Western Slope Utilities		Insituform Technologies USA, LLC		Visu-Sewer Inc		Lametti & Sons Inc.	
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	BASE BID WASTEWATER LAGOON												
C1.01	Mobilization / Demobilization	LS	1	\$24,500.00	\$24,500.00	\$75,000.00	\$75,000.00	\$29,150.80	\$29,150.80	\$13,000.00	\$13,000.00	\$60,000.00	\$60,000.00
C1.02	Site Restoration	LS	1	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$5,485.90	\$5,485.90	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00
C1.03	36" C.I.P.P. Liner Installation	LF	756	\$157.00	\$118,692.00	\$160.00	\$120,960.00	\$176.40	\$133,358.40	\$174.00	\$131,544.00	\$215.00	\$162,540.00
C1.04	30" C.I.P.P. Liner Installation	LF	2955	\$123.00	\$363,465.00	\$120.00	\$354,600.00	\$130.60	\$385,923.00	\$137.00	\$404,835.00	\$175.00	\$517,125.00
C1.05	27" C.I.P.P. Liner Installation	LF	722	\$105.00	\$75,810.00	\$105.00	\$75,810.00	\$107.50	\$77,615.00	\$145.00	\$104,690.00	\$155.00	\$111,910.00
C1.06	Bypass Pumping	LS	1	\$117,500.00	\$117,500.00	\$181,000.00	\$181,000.00	\$236,645.10	\$236,645.10	\$185,000.00	\$185,000.00	\$600,000.00	\$600,000.00
C1.07	Dewatering	LS	1	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,097.20	\$1,097.20	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
C1.08	S. Locust Bypass Structure	LS	1	\$25,630.00	\$25,630.00	\$32,000.00	\$32,000.00	\$48,276.30	\$48,276.30 *	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00
C1.09	Burdick Bypass Structure	LS	1	\$4,950.00	\$4,950.00	\$1,500.00	\$1,500.00	\$6,583.10	\$6,583.10	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
C1.10	Traffic Control	LS	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$6,391.60	\$6,391.60	\$15,500.00	\$15,500.00	\$5,000.00	\$5,000.00
	TOTAL BASE BID:				\$739,547.00		\$854,870.00		930,526.40		\$944,569.00		\$1,486,575.00
Substantially Complete On or Before:				June 30, 2013		June 30, 2013		June 30, 2013		June 30, 2013		June 30, 2013	
Addendum No. 1:				X		X		X		X		X	
Bid Guarantee:													
Remarks:								* Extension of Item #C1.08: Bid form listed as \$48,276.20, did not affect the Total Base Bid on the Bid form.					

CONTRACT AGREEMENT

SEWER PROJECT 2012-S-4 SOUTH & WEST INTERCEPTOR SEWER IMPROVEMENTS CITY OF GRAND ISLAND, NEBRASKA – 2012

THIS AGREEMENT made and entered into, by and between **SAK Construction, LLC** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of

Sewer Project 2012-S-4, South & West Interceptor Sewer Improvements, City of Grand Island, Nebraska - 2012;
and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the **Sewer Project 2012-S-4 work** embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **SEVEN HUNDRED AND THIRTY NINE THOUSAND FIVE HUNDRED AND FOURTY SEVEN** Dollars (**\$739,547.00**), for all work covered by and included in the Contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City, the Contract is executed, and a Notice to Proceed is issued. The Contractor shall coordinate with the City of Grand Island relative to scheduling work. All work, including restoration, shall be completed by June 30, 2013. Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, \$100.00 per working day of default unless extensions of time are granted by the City specifically to provide for the waiving of liquidated damages. The City shall have the right to

deduct the liquidated damages from any moneys in its hands, otherwise due, or to be come due, to the Contractor, or to sue for and recover compensation for non-performance of this contract within the time stipulated.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace and to provide a copy of its policy to the City upon request.

ARTICLE VI. City code states that it is unethical for any person to offer, give, or to agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

SAK CONSTRUCTION, LLC

By _____ Date _____
Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____ Date _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the City

RESOLUTION 2012-330

WHEREAS, the City of Grand Island invited sealed bids for South & West Interceptor Sewer Improvements; Project No. 2012-S-4, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on October 30, 2012 bids were received, opened, and reviewed; and

WHEREAS, SAK Construction LLC, of O'Fallon, Missouri 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 \$739,547.00; and

WHEREAS, the bid of SAK Construction LLC, of O'Fallon, Missouri was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2012/2013 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 SAK Construction LLC, of O'Fallon, Missouri in the amount of \$793,547.00 for the South & West Interceptor Sewer Improvements; Project No. 2012-S-4 is hereby approved as the lowest responsible bid.

BE IT FURTHER 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, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G18

#2012-331 - Approving Agreement for Utility Relocation Services to be Performed by the City Utility Department for the US-30 Drainage Improvement Project

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepestroh, Project Manager

Meeting: November 13, 2012

Subject: Approving Agreement for Utility Relocation Services to be performed by the City Utility Department for the US-30 Drainage Improvement Project

Item #'s: G-18

Presenter(s): Terry Brown, Interim Public Works Director

Background

All agreements must be approved by the City Council.

The purpose of the US-30 Drainage Improvement project is to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will significantly reduce the likelihood of flooding during storm events on Second Street. The project includes constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which will provide drainage relief in those areas as well.

This project will receive Federal Funding through the Surface Transportation Program (STP). The Federal Highway Administration (FHWA) has agreed to participate on 77% of the construction and utility relocation costs, which STP funding would then be applied on an 80/20 basis. The actual funding split for construction and utility relocation costs will be 61.6% Federal Aid and 38.4% local funds.

On Logan Street between Second Street and First Street, storm sewer will be constructed on the public right-of-way on the east side of the pavement. This location was selected in order to avoid conflicts with an existing 20" water main under the pavement on Logan Street. The storm sewer will conflict with underground power infrastructure located near the utility easement between Second Street and First Street.

Discussion

The City of Grand Island Utility Department prepared plans and a cost estimate to relocate the underground power infrastructure into the utility easement east of the conflict with the planned storm sewer. Relocation work includes removal and replacement of asphalt pavement, installation of a new sectionalizing cabinet, and replacement of underground power cable. The estimated cost for relocation of the underground power infrastructure is \$29,660.00.

The Nebraska Department of Roads Local Projects Division determined that since the work will be performed by City forces, an agreement between the City of Grand Island and the Nebraska Department of Roads was appropriate. The City will be reimbursed 61.6% of the actual costs. The Capital Improvement Program will fund the City's share of 38.4%.

Approval of Environmental Documents was received in July. Approval of 90% Plans and acquisition of easements are anticipated to be completed in the next three months. Construction of this project is anticipated to begin in 2013.

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 for Utility Relocation Services to be performed by the City Utility Department for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve the agreement.

PROFESSIONAL SERVICES, LPA STAFF
UTILITY SERVICES

NEBRASKA DEPARTMENT OF ROADS
CITY OF GRAND ISLAND, NEBRASKA
PROJECT NO. URB-30-4(158)
CONTROL NO. 40352A
US-30 DRAINAGE IMPROVEMENT

THIS AGREEMENT, made and entered into by and between the Nebraska Department of Roads, hereinafter referred to as the "State", and the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency (LPA)".

WITNESSETH

WHEREAS, the LPA and State have entered into a Program Agreement for the above named project executed on April 21, 2011, and identified as Agreement No. BL1190, and

WHEREAS, the approximate location of LPA's project is shown on Exhibit "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the project will be the sole responsibility of the LPA; no State funds will be used for this project, and the State's involvement in this project is expressly limited to acting as the representative of the FHWA for eligibility of the project for federal funding;

WHEREAS, the LPA desires to perform underground power line relocation services for this project using LPA's own staff, and

WHEREAS, the LPA staff is properly qualified and meets all requirements to provide professional services for this project, and

WHEREAS, the LPA desires to be reimbursed for this work from Federal funds made available for this project, and

WHEREAS, LPA is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be eligible for federal reimbursement and

WHEREAS, the State is willing to reimburse LPA for its work under this Agreement with federal funds so long as the LPA's services remain eligible for federal funding.

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 shall have the following meaning:

"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.

"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.

"PHASE OF WORK" means the distinct work phases established for federal aid transportation projects and are the following;

1. Preliminary Engineering/NEPA (*PE*)
2. Final Design
3. Right-of-Way (*ROW*)
4. Utilities
5. Construction Engineering (*CE*)
6. Construction

Each new work phase requires FHWA to: 1) approve obligation of funds, 2) authorize work in that phase to begin, and 3) NDOR to issue a notice-to-proceed to the LPA.

To "ABANDON" this agreement means that the State has determined that conditions or intentions as originally existed have changed and that the agreement 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 State 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 State determines to terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" is to end this agreement before the time set out in the TERM OF THE AGREEMENT section.

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. PROGRAM AGREEMENT

All terms of the project Program Agreement will remain in full force and effect. This agreement provides more specific terms related to the preliminary engineering phase of LPA's project. The terms of the Program Agreement govern over contrary or inconsistent terms of this agreement, unless a provision of this agreement specifically supersedes a provision of the Program Agreement.

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective on the date it is signed by the State and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 5. SCOPE OF SERVICES (LPA provided PE)

The LPA shall provide underground power line relocation services for Project URB-30-4(158), Control No. 40352A, in Hall County, Nebraska.

Upon receiving a written notice to proceed from the State, the LPA shall complete the services required under this agreement as set out in Section 13 of the project Program Agreement and as set out in Exhibit "B", Scope of Services, and the State approved LPA cost estimate, both of which are attached and hereby made a part of this agreement.

The LPA is solely responsible for completing all necessary tasks related to the preliminary engineering for this project. LPA shall comply with all applicable federal, state and local laws and the LPA Manual concerning the preliminary engineering of the project. The plans and specifications must be completed and approved by the State before LPA's work on this phase is considered complete.

State authorized changes in the scope of services, which increase or decrease work-hours or services required of the LPA, may provide the basis for changes to the total costs of the services and, when necessary, to the completion date set out in the NOTICE TO PROCEED AND COMPLETION DATE section of this agreement.

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SECTION 6. LPA STAFF

The LPA will complete the professional services for this project with its own staff. LPA's staff shall be properly qualified by education, training, credentials, and experience to complete the work under this agreement.

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS (This version is for LPA provided professional services agreements only.)

The LPA 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 under this agreement. The LPA hereby agrees to contractually require any Consultants or 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 LPA, 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 Local Public Agency 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.

SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE

The State will issue the LPA a written Notice-to-Proceed (NTP) upon full execution of this agreement and upon verification that Federal funding approval has been obtained for the services under this agreement. Any work or services performed by LPA on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement. LPA agrees to prosecute this work promptly to completion, or the LPA will be subject to the provisions of the SUSPENSION OR TERMINATION section of this agreement.

SECTION 9. REIMBURSEMENT AND INVOICING

For performance of the services described in this agreement, the LPA will be reimbursed for direct costs and indirect costs as defined below in this section, that are allowable subject to

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the terms of this agreement and to all requirements and limitations of the State policies and the federal cost principles contained in 2 CFR 225 – Cost Principles for State, Local and Tribal Governments and the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$29,660, of which \$18,271 is the Federal share and \$11,389 is the LPA share.

A. **Direct costs** must be incurred specifically for the services performed under this agreement, and include:

1. Direct Labor Costs –

- (a) **Hourly Rates:** For time devoted and identified specifically for work under this agreement and based upon actual hours as documented by time reports that account for all hours compensated during the pay period and billed at actual labor rates.
- (b) **Time Reports:** The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position (*as required by LPA Manual Chapter 13, paragraph. 13.4.7*). There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

2. Labor Fringe Benefits – provided they are:

- a) reasonable,
- b) required either by law, labor agreements or an established policy of the LPA,
- c) are equitably allocated to all activities,
- d) the accounting basis (cash or accrual) is consistently followed by the LPA,
- e) are eligible in accordance with 2 CFR part 225 (OMB Circular A-87), and
- f) the allocation rate has been reviewed and approved by NDOR and/or FHWA for the work under this agreement. Fringe benefit costs include:

- Paid Leaves (holiday, vacation, sick, court, military, etc.)
- Employer contributions or expenses for:
 - a. Social Security and Medicare
 - b. Employee life and life insurance
 - c. Unemployment insurance
 - d. Worker's compensation insurance

e. Retirement/Pension plan costs

f. Other similar benefits

3. Direct Non-labor costs – These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, subject to limitations and restrictions described below and in the Program Agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; approved equipment purchases or other capital expenditures necessary for the project; and such other allowable items. The State will reimburse the LPA for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement provided that costs of this nature are not also included in an indirect cost rate.

The following expenses will be reimbursed as outlined in this agreement based on actual costs, not to exceed the rates as shown below.

- (a) The reimbursement for mileage associated with the use of LPA owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), 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 Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the State the benefit of all discounts.

- (c) The reimbursement for meal and lodging rates shall be limited to 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/portal/category/100120>

- 1) For the LPA 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 LPA 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 GSA rates set out above.

B. **Indirect Cost Rates** are incurred for common purposes and provide a benefit to the entire organizational entity. These costs are recovered through an indirect cost rate applied as a percentage to direct labor. LPA's indirect costs will only be allowed under the following conditions:

- 1) The LPA has an indirect cost rate that is supported by an Indirect Cost Allocation Plan (ICAP) which has been developed in accordance with 2 CFR 225 – Cost Principles for State, Local and Tribal Governments [OMB Circular A-87], and
- 2) The indirect cost allocation rate has been approved in advance by NDOR. *(If the LPA has already in place an ICAP which has been reviewed and approved by the LPA's cognizant Federal agency, the ICAP will be considered for acceptance by FHWA and NDOR.)*

C. **Invoices and Progress Reports.** The LPA shall submit invoices to the State no more frequently than at monthly intervals. The invoices must present actual direct and indirect costs, as described above, 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 the State
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 LPA does not submit a monthly invoice, it shall submit its progress report monthly.

- D. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work has been properly completed. The State will make a reasonable effort to pay the LPA within 30 days of receipt of the LPA invoices.
- E. **Final Invoice.** Upon completion of the work under this agreement, the LPA shall submit their final invoice identifying it as the final invoice.
- F. **Final Payment.** Upon determination that the work was adequately substantiated and satisfactory, reimbursement will be made in the amount of 80 percent of the billed eligible actual costs. The acceptance by the LPA of the final payment will constitute and operate as a release to the State for all claims and liability to the LPA, 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.
- G. **Audit and Final Cost Adjustment.** When the work is completed, the State will complete an audit review of the payments made under this agreement. The LPA agrees to reimburse the State for any overpayments identified in the audit review, and the State agrees to reimburse the LPA for any identified underpayments. The LPA agrees to pay the State within thirty days after receipt of a billing from the State.
- H. **LPA Cost Record Retention.** The LPA 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 by FHWA under this agreement and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the LPA shall furnish copies.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA provided)

The LPA understands that it is solely responsible for the quality of the professional services it is providing for this project. LPA believes that LPA employees have the necessary professional training, experience and ability to properly complete the work under this agreement. Examination by the State, or FHWA, or any acceptance or use of, or acquiescence in the LPA's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the LPA's work product which would relieve the LPA from liability or expense that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this agreement.

The LPA further understands that acceptance or approval of any of the work of the LPA by the State or FHWA, or of payment, partial or final, will not constitute a waiver of any rights of the State, or in any way relieve the LPA from any liability or expenses due to error, omission, or negligence of the LPA in its work. That further, if due to error, omission, or negligence of the LPA, the work product of the LPA is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the LPA's work product is necessary, the LPA shall make such revisions without expense to the State. The LPA shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the LPA discovers errors, omissions, or negligence in its work, it shall notify the State of such within 24 hours. Failure of the LPA to notify the State will constitute a breach of this agreement. The LPA's legal liability for any or all damages incurred by the State or by others caused by error, omission, or negligent acts of the LPA will be borne by the LPA without liability or expense to the State and will not be considered eligible for reimbursement with federal funds.

SECTION 11. SUSPENSION OR TERMINATION

Suspension.

The State, in its sole discretion, reserves the right to suspend both (1) NDOR's work under this agreement and (2) LPA's right to incur any additional reimbursable costs under this agreements when the State determines that there are project performance, LPA's lack of responsiveness, quality or eligibility issues that must be corrected by LPA. The State shall provide LPA with notice of the suspension including a description of the reason(s) for the suspension, a timeframe for LPA to correct the deficiencies, and when applicable, a description of the actions that must be taken for the State to revoke the suspension.

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A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below, or for any significant change in the scope of the project that has not been previously approved by the State or FHWA. (PE ONLY)

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this agreement.

Termination. This agreement may be terminated for the following reasons:

1. The State and the LPA, by mutual written agreement, may terminate this agreement at any time.
2. The State may terminate this agreement for the following reasons:
 - (a) A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 - (b) When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - (i) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
 - (ii) LPA has not advanced the project to Right of Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
 - (iii) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by the State.
 - (iv) LPA has failed to replace the RC with an RC approved by the State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
 - (v) LPA either (1) informs the State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) fails to complete the right of way acquisition process by deed or condemnation action within the time necessary to allow the project to have construction funds authorized within the programmed year of the Surface Transportation Improvement Program (STIP).

- (vi) LPA has failed to cause the project to be ready for the targeted letting date by obtaining construction funds authorization within the programmed year of the STIP.
 - (c) LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
 - (d) A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
 - (e) LPA's failure to sign any State drafted or approved project agreement including supplemental agreements.
 - (f) LPA's breach of a provision of this agreement.
 - (g) LPA's failure to cause the project to be constructed according to the approved project plans and specifications. CE agreements only.
- 3. The LPA may terminate the agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph 5 below.
 - 4. Prior to the State terminating this agreement, the State shall provide written notice to the LPA of the basis for termination and, when applicable, provide the LPA sixty (60) days to properly resolve all issues identified by the State.
 - 5. Whenever the agreement is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended under this agreement and (b) pay State for all of State's costs under this agreement have not been reimbursed under 5.(a). Further, the LPA will thereafter be solely responsible for all costs under this agreement.

SECTION 12. DOCUMENT RETENTION (LPA provided):

The LPA shall retain all applicable documents listed in Section 14.8 of the LPA Manual for the periods of time specified therein.

SECTION 13. CONFLICT OF INTEREST

The LPA 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. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE**

DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS 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-lpa.pdf>

In the event a consultant is used by the LPA on this project, the 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 Subconsultants 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 Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the State or maintained by the LPA 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 LPA in order that the LPA adequately design the project at hand.

The LPA 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 this project only. The LPA agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The State or the LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to LPA will be marked with the following information (Approved 11/4/11):

"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 State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law

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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 LPA agrees to obtain the written approval of the State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the LPA whether such information or documentation is in fact privileged or confidential.

The LPA and the State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the LPA will create liability on the part of the LPA to the State for any damages that may occur as a result of the unauthorized dissemination. The LPA agrees to hold harmless, indemnify, and release the State for any liability that may ensue on the part of the State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the LPA.

SECTION 15. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 16. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 17. APPLICABLE LEGAL AND PROGRAM REQUIREMENTS

By requesting reimbursement with Federal-aid funds for its project, LPA agrees to be bound by the applicable provisions of federal, state and local laws concerning transportation projects of this type.

Title 23 U.S.C., 23 CFR, and 49 CFR - Title 23, Chapter I, of the United States Code contains most of the federal laws governing this Federal-aid transportation project. Title 23 of the Code of Federal Regulations is a codification of the rules and regulations including provisions governing Federal-aid highway projects administered by the Federal Highway Administration, Department of Transportation. Title 49 of the Code of Federal Regulations, Parts 1-99, also includes regulations applicable to LPA’s Federal-aid highway project. The Federal-aid highway program provisions of 49 CFR are found primarily in Parts 18, 19, 24, 26-29, 32, 37 and 38.

LPA also agrees to develop its project in strict compliance with the provisions of the LPA Guidelines Manual for Federal Aid Projects (the Manual), which is hereby incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for projects funded with Federal-aid funds. A current version of the Manual can be found in its entirety at the following internet address:

<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>.

SECTION 18. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the State or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

SECTION 19. HOLD HARMLESS PROVISION

The LPA agrees to save harmless the State from all claims and liability due to the error, omission, or negligence of the LPA or those of the LPA's agents or employees in the performance of work under this agreement.

SECTION 20. PROFESSIONAL REGISTRATION

The LPA shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all documents, plans, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 21. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 22. DRUG FREE WORKPLACE POLICY See Program Agreement

SECTION 23. FAIR EMPLOYMENT PRACTICES ACT See Program Agreement

SECTION 24. DISADVANTAGED BUSINESS ENTERPRISES See Program Agreement

SECTION 25. NONDISCRIMINATION See Program Agreement

SECTION 26. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any subletting, assignment, or transfer of any professional services to be performed by the LPA is hereby prohibited unless prior written consent of the State is obtained.

SECTION 27. 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 for the Local Public Agency.

EXECUTED by the LPA this _____ day of _____, 2012.

WITNESS:
RaNae Edwards

CITY OF GRAND ISLAND
Jay Vavricek

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2012.

NEBRASKA DEPARTMENT OF ROADS
Anthony Dirks, P.E.

Urban Section Engineer

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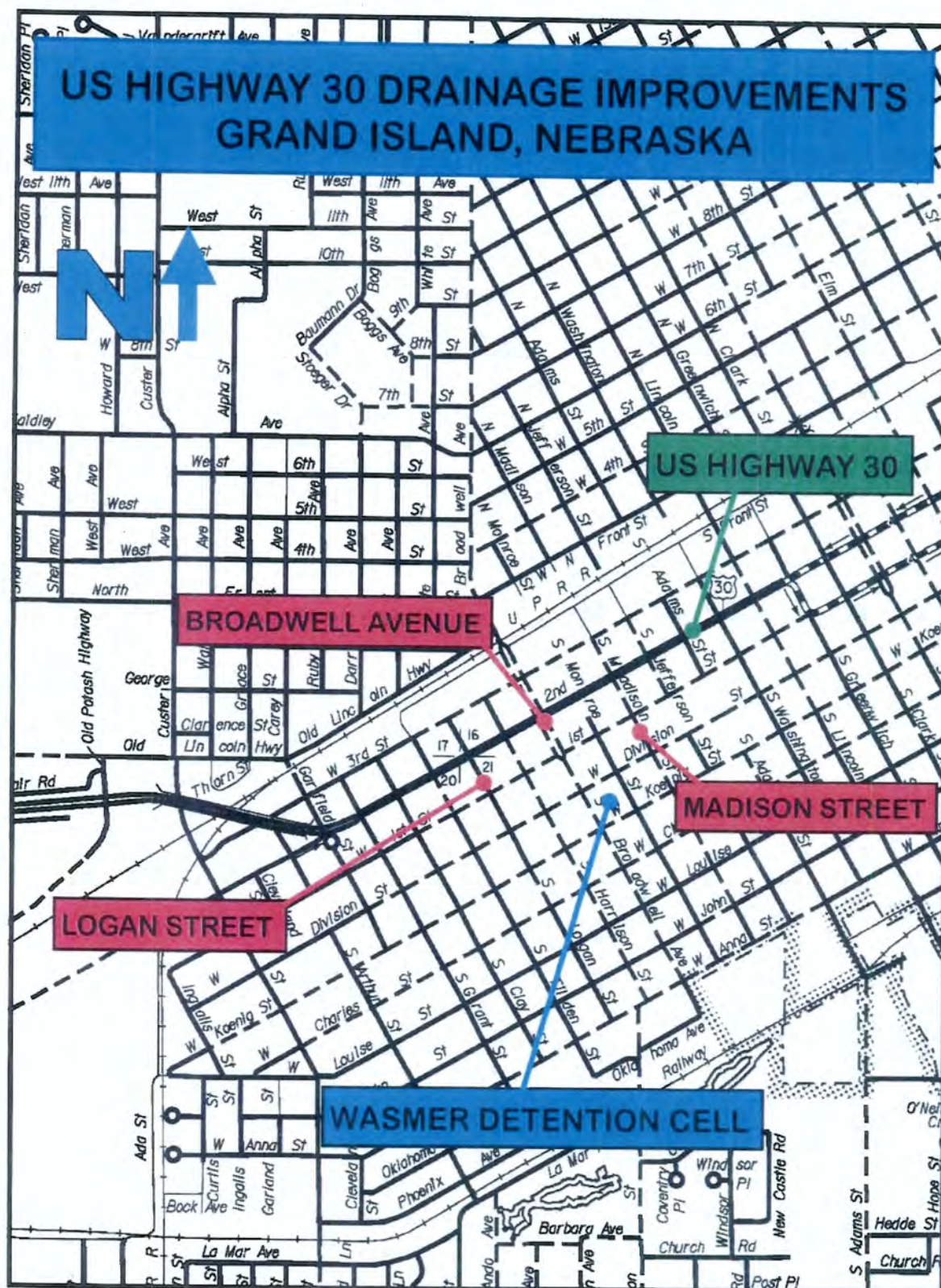


Exhibit "A"
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Estimate for relocation of underground H.V. power
Logan Street between 1st Street and 2nd Street

9/12/2012

Great Western Center
1811 W 2nd Street
O'Conner Residential, LLC

MATERIALS

Description	Quantity Est.	Unit \$	Total \$
1/0 15Kv Power Cable	2,100.0 lf	\$4.00	\$8,400.00
1/0 Bare cu	700.0 lf	\$2.00	\$1,400.00
Cable Terminations	18.0 ea	\$100.00	\$1,800.00
ND 350 Sectionalizing Cabinet	1.0 ea	\$1,100.00	\$1,100.00
Protective Posts	4.0 ea	\$200.00	\$800.00
Saw Cut	80.0 lf	\$5.00	\$400.00
Asph. Removal & Replacement	19.5 sy	\$80.00	\$1,560.00
Misc. Conduit & Fittings	Complete	\$1,000.00	\$1,000.00
Total Material Estimate			\$16,460.00

LABOR

Description	Quantity Est.	Unit \$	Total \$
4 Person Crew	4.0 days	\$1,600.00	\$6,400.00
Total Labor Estimate			\$6,400.00

TRUCKS & EQUIPMENT

Description	Quantity Est.	Unit \$	Total \$
Crane	2.0 days	\$1,100.00	\$2,200.00
Pickup	4.0 days	\$100.00	\$400.00
Pickup	4.0 days	\$100.00	\$400.00
Bucket Truck	1.0 days	\$500.00	\$500.00
Backhoe	1.0 days	\$600.00	\$600.00
Total Equipment Estimate			\$4,100.00

ENGINEERING **\$2,700.00**

TOTAL PROJECT ESTIMATE **\$29,660.00**

Exhibit "B"
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RESOLUTION 2012-331

WHEREAS, the City of Grand Island Utility Department has prepared plans and a cost estimate to relocate the underground power infrastructure into the utility easement east of the 20" water main conflict in connection with the planned storm sewer for the US-30 Drainage Improvement Project; and

WHEREAS, relocation work includes removal and replacement of asphalt pavement, installation of a new sectionalizing cabinet, and replacement of underground power cable; and

WHEREAS, the estimated cost for relocation of the underground power infrastructure is \$29,660.00, and

WHEREAS, the Nebraska Department of Roads Local Projects Division determined that since the work will be performed by City forces, an agreement between the City of Grand Island and the Nebraska Department of Roads was appropriate; and

WHEREAS, the City will be reimbursed 61.6% of the actual costs, with the Capital Improvement Program funding the City's share of 38.4%.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Utility Relocation Services Agreement between the City of Grand Island and the Nebraska Department of Roads for such services to be performed by the Grand Island Utility Department 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, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G19

**#2012-332 - Approving Program Supplemental Agreement No. 1
with the State of Nebraska Department of Roads for the US
Highway 30 Drainage Improvement Project**

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: November 13, 2012

Subject: Approving Program Supplemental Agreement No. 1 with the State of Nebraska Department of Roads for the US Highway 30 Drainage Improvement Project

Item #'s: G-19

Presenter(s): Terry Brown, Interim Public Works Director

Background

On April 12, 2011, the Grand Island City Council approved a resolution authorizing the Mayor to sign the program agreement with the Nebraska Department of Roads for the US-30 Drainage Improvement Project. This project will receive Federal Funding through the Surface Transportation Program (STP), which typically only requires a 20% match of City funds.

As per a drainage study conducted to determine the drainage relief area, this project will improve drainage for areas beyond locations eligible for Federal funding. The Federal Highway Administration (FHWA) had agreed to participate on 77% of the construction costs, of which STP funding would be applied on an 80/20 basis. The actual funding split for construction costs will be 61.6% Federal Aid and 38.4% local funds. FHWA agreed to participate 100% on the costs for Preliminary Engineering and the National Environmental Policy Act (NEPA) clearance process (80% Federal Aid and 20% Local Funds).

Discussion

Although the original program agreement with NDOR correctly calculated the City and Federal shares, the agreement was not specific in describing the funding shares for all the items involved with the Preliminary Engineering, Right of Way and Construction phases. The Nebraska Department of Roads considered it appropriate to provide clarity through a supplemental agreement.

The Federal share payable for the eligible and participating costs of the Preliminary Engineering and Right-of-Way Phases of this project, including preliminary engineering, NEPA services, final design, Right-of-Way, Responsible Charge and NDOR costs, will be a maximum of 80 percent. The Federal share payable for the eligible and participating costs of the Construction phase of this project, including Utilities, Construction, Construction Engineering, Responsible Charge and NDOR costs, will be a maximum of 62 percent.

Approval of Environmental Documents was received in July. Approval of 90% Plans and acquisition of easements are anticipated to be completed in the next three months. Construction of this project is anticipated to begin in 2013.

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 Supplemental Agreement No. 1 to the Agreement with the Nebraska Department of Roads for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

PROJECT PROGRAM

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. URB-30-4(158)
CONTROL NO. 40352A
US-30 DRAINAGE IMPROVEMENT

THIS SUPPLEMENTAL 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 the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter referred to collectively as the "Parties",

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement BL1190, executed by the LPA on April 12, 2011 and executed by the State on April 21, 2011, hereinafter referred to as the "Original Agreement", and

WHEREAS, it now becomes necessary to revise the funding responsibilities of the parties, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. URB-30-4(158), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2012, attached and identified as Exhibit "A" and made a part of this agreement, and

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

SECTION 1. The Federal share payable for the eligible and participating costs of the Preliminary Engineering and Right-of-Way Phases of this project, including preliminary engineering, NEPA services, final design, Right-of-Way, Responsible Charge and NDOR costs, will be a maximum of 80 percent. The Federal share payable for the eligible and participating costs of the Construction phase of this project, including Utilities, Construction, Construction Engineering, Responsible Charge and NDOR costs, will be a maximum of 62 percent. The total cost of the project as estimated in the Original Agreement is \$876,696. The LPA's share of all costs was estimated to be \$327,985. The Federal share of all eligible costs was estimated to be \$548,711.

SECTION 2. The LPA and the State agree that, except for the provisions of Section 1 above, all terms and provisions of the Original Agreement on Project No. URB-30-4(158) executed by the LPA on April 12, 2011 and executed by the State on April 21, 2011, shall remain in full force and effect.

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

EXECUTED by the LPA this _____ day of _____, 2012.

WITNESS:
RaNae Edwards

CITY OF GRAND ISLAND
Jay Vavricek

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2012.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Engineer

Project No. URB-30-4(158)
Control No. 40352A
US-30 Drainage Improvements

- 2 -

RESOLUTION 2012-332

WHEREAS, on April 12, 2011 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads (NDOR) for the construction of the US-30 Drainage Improvement Project; and

WHEREAS, the original agreement with NDOR correctly calculated the City and Federal shares, the agreement was not specific in describing the funding shares for all the items involved with the Preliminary Engineering, Right of Way and Construction phases; and

WHEREAS, the Nebraska Department of Roads considered it appropriate to provide clarity through a supplemental agreement, and

WHEREAS, the Federal share payable for the eligible and participating costs of the Preliminary Engineering and Right-of-Way Phases of this project, including preliminary engineering, NEPA services, final design, Right-of-Way, Responsible Charge and NDOR costs, will be a maximum of 80 percent; and

WHEREAS, the Federal share payable for the eligible and participating costs of the Construction phase of this project, including Utilities, Construction, Construction Engineering, Responsible Charge and NDOR costs, will be a maximum of 62 percent; and

WHEREAS, Supplemental Agreement No. 1 to the original agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with the Nebraska Department of Roads for the construction of the US-30 Drainage Improvement Project is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Supplemental Agreement No. 1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G20

#2012-333 - Approving Agreement for Temporary Construction Easements & Leasehold Agreements for the US-30 Drainage Improvement Project

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Approving Agreement for Temporary Construction Easements & Leasehold Agreements for the US-30 Drainage Improvement Project

Item #'s: G-20

Presenter(s): Terry Brown, Interim Public Works Director

Background

The purpose of the US-30 Drainage Improvement project is to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will significantly reduce the likelihood of flooding during storm events on Second Street. The project includes constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which will provide drainage relief in those areas as well.

This project will receive Federal Funding through the Surface Transportation Program (STP).

Temporary Construction easements and Leasehold Agreements are necessary for this project to be completed, which must be approved by City Council.

Discussion

The planned work, as stated in the background will significantly reduce the likelihood of flooding during storm events on Second Street. A temporary construction easement will be needed from 15 property owners, along with 3 leasehold agreements, in this drainage project area. All documents have been signed and returned by the property owners and lessees. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$21,650.00, for each of the 15 properties.

No.	Property Owner	Temp Easement Address	Legal Description	Easement Payment (minimum \$100.00)	Payment of Damages	Total
1	Carol A. King & Kenneth R. King	1501 W 1st St	The E 10' of the N 10' of Lot 1, Block 20, Palmer's Subdivision in the City of Grand Island, Hall County, Nebraska, containing 100 square feet, more or less	100 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$200	\$ 300.00
2	Juan Munoz	1701 W 1st St	Part of Lot 1, Bock 22, Kernohan and Decker's Addition to the City of Grand Island, Hall County, Nebraska, described as follows: Beginning at the NE corner of said Lot 1, Block 22; thence SE, on the E right of way line of Broadwell Street, a distance of 10'; thence NW a distance of 14.15' to the N right of way line of 1st St; thence NE on said right of way line, a distance of 10' to the point of beginning and the 20' othe N 78.69' f the E 15' of Lot 1, Block 6, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 350 square feet, more or less.	350 s.f. @ \$.20/s.f.	Replace damaged landscaping & landscaping border @ \$430	\$ 530.00
2L	Delmi Rodriguez (Lessee)	1701 W 1st St	Part of Lot 1, Bock 22, Kernohan and Decker's Addition to the City of Grand Island, Hall County, Nebraska, described as follows: Beginning at the NE corner of said Lot 1, Block 22; thence SE, on the E right of way line of Broadwell Street, a distance of 10'; thence NW a distance of 14.15' to the N right of way line of 1st St; thence NE on said right of way line, a distance of 10' to the point of beginning and the 20' othe N 78.69' f the E 15' of Lot 1, Block 6, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 350 square feet, more or less.	350 s.f. @ \$.20/s.f.	None	\$ 100.00
3	Hall County Housing Authority	1803 W 1st St	The W 20' of the E 28.86' of the N 15' of Lot 1, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraskaka, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	None	\$ 100.00

3L	Trina Plummer (Lessee)	1803 W 1st St	The W 20' of the E 28.86' of the N 15' of Lot 1, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	None	\$ 100.00
4	Alice R. Erion	1807 W 1st St	The E 20' of the W 27.16' of the N 15' of Lot 2, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$650	\$ 750.00
5	Kaitlin Schutte	1813 W 1st St	The W 20' of the E 24.84' of the N 15' of Lot 3, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$1,280	\$ 1,380.00
6	Guillermina A. Izaguirre Alarcon	1815 W 1st St	The W 20' of the E 29' of the N 15' of Lot 4, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	None	\$ 100.00
7	LaVonne K. Holst (fka LaVonne K. Braun)	1524 W. Division St	The W 10' of the S 10' of Lot 5, Block 8, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 100 square feet, more or less.	100 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$190.00	\$ 290.00
8	Troy G Smith & Nikol S. Smith	1504 W Division St	The E 10' of the S 10' of Lot 8, Block 20, Palmer's Subdivision in the City of Grand Island, Hall County, Nebraska, containing 100 square feet, more or less.	100 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$200.00	\$ 300.00
9	Nathan M. Lakers	1501 W Division St	The E 22' of the N 15' of Lot 1, Block 11, Palmer's Subdivision in the City of Grand Island, Hall County, Nebraska, containing 330 square feet, more or less.	330 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$230.00	\$ 330.00
10	Connie M. Posson	1507 W Division St	The W 2.89' of the N 15' and the E 20' of the W 31.89' of the N 15' of Lot 2, Block 11, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 344 square feet, more or less.	344 s.f. @ \$.20/s.f.	None	\$ 100.00
11	Donna J. Pritchard & Larry G. Buss	1511 W Division St	The E 17.11' of the N 15' of Lot 3, Block 11, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 257 square feet, more or less.	257 s.f. @ \$.20/s.f.	None	\$ 100.00

12	Jennifer J. Forbes	1703 W Division St	The S 20' feet of the N 65.13' of the E 15' of Lot 1 and the W 9' of the N 15' of the E 1/2 of Lot 2, Block 13, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 435 square feet, more or less.	435 s.f. @ \$.20/s.f.	Replace damaged chain link fence @ \$490	\$ 590.00
					Replace damaged shrub @ \$230.00	\$ 230.00
					Replace damaged underground sprinkler systems @ \$510	\$ 510.00
					Install water service from new curb stop to water meter @ \$5,170	\$ 5,170.00
13	LBE Family Limited Partnership	1707 W Division St	The E 11' of the N 15' of the W 1/2 Lot 2, Block 13, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 165 square feet, more or less.	165 s.f. @ \$.20/s.f.	Install water service from new curb stop to meter @ \$3,940	\$ 4,040.00
13L	Tammy P. Kayakone (Lessee)	1707 W Division St	The E 11' of the N 15' of the W 1/2 Lot 2, Block 13, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 165 square feet, more or less.	165 s.f. @ \$.20/s.f.	None	\$ 100.00
14	Anthony W Rischling & Marla J Rischling	1717 W Division St	The W 20' of the E 30.24' of the N 15' of Lot 5, Block 13, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$340	\$ 440.00
15	Diann Sandberg	112 S Broadwell Ave	The S 12' of the E 15' of the S 46' of Lot 1, Block 6, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 180 square feet, more or less.	180 s.f. @ \$.20/s.f.	Replace shrubs, mulch & border @ \$470	\$ 570.00
					Install water service form new curb stop to water meter @ \$5,520	\$ 5,520.00
Grand Total of Temporary Easements & Damages						\$21,650.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Agreement for Temporary Construction Easements and Leasehold Agreements between the City of Grand Island, Public Works Department and the affected property owners/lessees in the US-30 Drainage Improvement Project.

Sample Motion

Move to approve the Temporary Construction Easements and Leasehold Agreements.

RESOLUTION 2012-333

WHEREAS, temporary construction easement and leasehold agreements are required by the City of Grand Island, from the affected property owners/lessees in the US-30 Drainage Improvement Project area, as follows:

No.	Property Owner	Temp Easement Address	Legal Description	Easement Payment (minimum \$100.00)	Payment of Damages	Total
1	Carol A. King & Kenneth R. King	1501 W 1st St	The E 10' of the N 10' of Lot 1, Block 20, Palmer's Subdivision in the City of Grand Island, Hall County, Nebraska, containing 100 square feet, more or less	100 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$200	\$ 300.00
2	Juan Munoz	1701 W 1st St	Part of Lot 1, Block 22, Kernohan and Decker's Addition to the City of Grand Island, Hall County, Nebraska, described as follows: Beginning at the NE corner of said Lot 1, Block 22; thence SE, on the E right of way line of Broadwell Street, a distance of 10'; thence NW a distance of 14.15' to the N right of way line of 1st St; thence NE on said right of way line, a distance of 10' to the point of beginning and the 20' othe N 78.69' f the E 15' of Lot 1, Block 6, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 350 square feet, more or less.	350 s.f. @ \$.20/s.f.	Replace damaged landscaping & landscaping border @ \$430	\$ 530.00

Approved as to Form ☐ _____
November 8, 2012 ☐ City Attorney

2L	Delmi Rodriguez (Lessee)	1701 W 1st St	Part of Lot 1, Block 22, Kernohan and Decker's Addition to the City of Grand Island, Hall County, Nebraska, described as follows: Beginning at the NE corner of said Lot 1, Block 22; thence SE, on the E right of way line of Broadwell Street, a distance of 10'; thence NW a distance of 14.15' to the N right of way line of 1st St; thence NE on said right of way line, a distance of 10' to the point of beginning and the 20' of the N 78.69' of the E 15' of Lot 1, Block 6, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 350 square feet, more or less.	350 s.f. @ \$.20/s.f.	None	\$ 100.00
3	Hall County Housing Authority	1803 W 1st St	The W 20' of the E 28.86' of the N 15' of Lot 1, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	None	\$ 100.00
3L	Trina Plummer (Lessee)	1803 W 1st St	The W 20' of the E 28.86' of the N 15' of Lot 1, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	None	\$ 100.00

			less.			
4	Alice R. Erion	1807 W 1st St	The E 20' of the W 27.16' of the N 15' of Lot 2, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$650	\$ 750.00
5	Kaitlin Schutte	1813 W 1st St	The W 20' of the E 24.84' of the N 15' of Lot 3, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$1,280	\$ 1,380.00
6	Guillermina A. Izaguirre Alarcon	1815 W 1st St	The W 20' of the E 29' of the N 15' of Lot 4, Block 5, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	None	\$ 100.00
7	LaVonne K. Holst (fka LaVonne K. Braun)	1524 W. Division St	The W 10' of the S 10' of Lot 5, Block 8, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 100 square feet, more or less.	100 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$190.00	\$ 290.00
8	Troy G Smith & Nikol S. Smith	1504 W Division St	The E 10' of the S 10' of Lot 8, Block 20, Palmer's Subdivision in the City of Grand Island, Hall County, Nebraska, containing	100 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$200.00	\$ 300.00

			100 square feet, more or less.			
9	Nathan M. Lakers	1501 W Division St	The E 22' of the N 15' of Lot 1, Block 11, Palmer's Subdivision in the City of Grand Island, Hall County, Nebraska, containing 330 square feet, more or less.	330 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$230.00	\$ 330.00
10	Connie M. Posson	1507 W Division St	The W 2.89' of the N 15' and the E 20' of the W 31.89' of the N 15' of Lot 2, Block 11, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 344 square feet, more or less.	344 s.f. @ \$.20/s.f.	None	\$ 100.00
11	Donna J. Pritchard & Larry G. Buss	1511 W Division St	The E 17.11' of the N 15' of Lot 3, Block 11, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 257 square feet, more or less.	257 s.f. @ \$.20/s.f.	None	\$ 100.00
12	Jennifer J. Forbes	1703 W Division St	The S 20' feet of the N 65.13' of the E 15' of Lot 1 and the W 9' of the N 15' of the E 1/2 of Lot 2, Block 13, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 435 square feet, more or less.	435 s.f. @ \$.20/s.f.	Replace damaged chain link fence @ \$490	\$ 590.00
					Replace damaged shrub @ \$230.00	\$ 230.00
					Replace damaged underground sprinkler systems	\$ 510.00

					@ \$510	
					Install water service from new curb stop to water meter @ \$5,170	\$ 5,170.00
13	LBE Family Limited Partnership	1707 W Division St	The E 11' of the N 15' of the W 1/2 Lot 2, Block 13, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 165 square feet, more or less.	165 s.f. @ \$.20/s.f.	Install water service from new curb stop to meter @ \$3,940	\$ 4,040.00
13I	Tammy P. Kayakone (Lessee)	1707 W Division St	The E 11' of the N 15' of the W 1/2 Lot 2, Block 13, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 165 square feet, more or less.	165 s.f. @ \$.20/s.f.	None	\$ 100.00
14	Anthony W Rischling & Marla J Rischling	1717 W Division St	The W 20' of the E 30.24' of the N 15' of Lot 5, Block 13, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 300 square feet, more or less.	300 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$340	\$ 440.00
15	Diann Sandberg	112 S Broadwell Ave	The S 12' of the E 15' of the S 46' of Lot 1, Block 6, Charles Wasmer Addition in the City of Grand Island, Hall County, Nebraska, containing 180 square feet, more or less.	180 s.f. @ \$.20/s.f.	Replace shrubs, mulch & border @ \$470	\$ 570.00
					Install water service form new curb stop to water meter @ \$5,520	\$ 5,520.00

Grand Total of Temporary Easements & Damages	\$ 21,650.00
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WHEREAS, an Agreement for Temporary Easements and Leasehold Agreements has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for Temporary Easements and Leasehold Agreements on the above described tracts of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G21

#2012-334 - Approving Bid Award for Snow Removal Services for the 2012/2013 Winter Season (Streets Division of the Public Works Department)

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 13, 2012

Subject: Approving Bid Award for Snow Removal Services for the 2012/2013 Winter Season (Streets Division of the Public Works Department)

Item #'s: G-21

Presenter(s): Terry Brown, Interim Public Works Director

Background

On October 25, 2012 the Streets Division of the Public Works Department advertised for bids for Snow Removal Services for the 2012/2013 winter season including equipment and labor.

Discussion

Three (3) bids were received and opened on November 6, 2012. The bid submitted by both Island Landhandlers, Inc. of Grand Island, Nebraska and Tom's Tree Service, LLC of Grand Island, Nebraska did not list prices for the minimum specifications of two (2) front end loaders and two (2) motor graders. The Streets Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bids that were received. The bids are shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
The Diamond Engineering Co. Grand Island, NE	None	Trucks - \$135.00/HR Front End Loaders - \$175.00/HR Motor Graders - \$175.00/HR Truck Plows - NO BID Side Dumps - \$155.00/HR
Tom's Tree Service, LLC of Grand Island, NE	Noted	Trucks - \$90.00/HR Front End Loaders - \$100.00/HR Motor Graders - NO BID Truck Plows - NO BID
Island Landhandlers, Inc. of Grand Island, NE	None	Trucks - \$120.00/HR Front End Loaders - NO BID Motor Graders - NO BID Truck Plows - NO BID

The estimates for the services were as follows:

A. Trucks for Hauling Snow	\$145.00/HR
B. Front End Loaders	\$180.00/HR
C. Motor Graders	\$200.00/HR
D. Truck Plows	\$125.00/HR

There are sufficient funds in Account No. 10033502-85213 for these services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract for snow removal services to The Diamond Engineering Company, of Grand Island, Nebraska.

Sample Motion

Move to approve awarding contract to The Diamond Engineering Company.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 6, 2012 at 2:00 p.m.

FOR: Snow Removal Services 2012-2013

DEPARTMENT: Public Works

ESTIMATE:

Trucks for Hauling Snow	\$145.00 per hour
Front End Loaders	\$180.00 per hour
Motor Graders	\$200.00 per hour
Truck Plows	\$125.00 per hour

FUND/ACCOUNT: 10033502-85213

PUBLICATION DATE: October 25, 2012

NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>Island Landhandlers, Inc.</u>	<u>Tom's Tree Service, LLC</u>
	Grand Island, NE	Grand Island, NE
Exceptions:	None	Noted

Bid Price:		
Trucks:	\$120.00 per hour	\$ 90.00 per hour
Front End Loaders:	No Bid	\$100.00 per hour
Motor Graders:	No Bid	No Bid
Truck Plows:	No Bid	No Bid

Bidder:	<u>The Diamond Engineering Co.</u>
	Grand Island, NE
Exceptions:	None

Bid Price:	
Trucks:	\$135.00 per hour
Front End Loaders:	\$175.00 per hour
Motor Graders:	\$175.00 per hour
Truck Plows:	No Bid
Side Dumps:	\$155.00 per hour

cc: Terry Brown, Interim Public Works Director
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Supt.

P1601

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of November, 2012, by and between The Diamond Engineering Company, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Snow Removal Services for the 2012/2013 Winter Season**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of

A. Trucks	\$135.00 per hour
B. Front End Loaders	\$175.00 per hour
C. Motor Graders	\$175.00 per hour
D. Truck Plows	NO BID
E. Side Dumps	\$155 per hour

for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Snow Removal Services for the 2012/2013 Winter Season**.

ARTICLE IV. That the contract shall take effect when signed and terminate on April 30, 2013.

ARTICLE V. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska 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.

ARTICLE IX. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE XII. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

The Diamond Engineering Company

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap 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, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, 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 leases of 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 grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives 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 City of Grand Island or the 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 so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2012-334

WHEREAS, the City Of Grand Island invited sealed bids for Snow Removal Services, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on November 6, 2012, three bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
Trucks for Hauling Snow	\$135.00 per hour
Front End Loaders	\$175.00 per hour
Motor Graders	\$175.00 per hour
Truck Plows	\$ NO BID
Side Dumps	\$155.00 per hour

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 for snow removal services in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal services be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City Of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G22

#2012-335 - Purchase of (12) 2013 Ford Police Interceptors on State Bid

Staff Contact: Chief Steve Lamken

Council Agenda Memo

From: Steve Lamken, Police Chief

Meeting: November 13, 2012

Subject: Purchase of Police Vehicles

Item #'s: G-22

Presenter(s): Steve Lamken, Police Chief

Background

The Police Department proposes the purchase of twelve (12) full size police sedans – Ford Police Interceptor. Anderson Ford was awarded a state bid for this vehicle under state contract 13110 OC and may be ordered through Anderson Ford, Grand Island. The bid price with applicable options is \$26,325.00 per vehicle for a total cost of \$315,900.00.

Discussion

The Police Department 2013 budget provides for the purchase of ten replacement patrol vehicles. In addition, two additional patrol vehicles were provided for in the budget in response to additional officers as a result of the ICMA study. The total amount budgeted for the purchase of the twelve cars is \$337,740.00.

The 2012 State bid for Ford Police Interceptors is still in force and the Police Department can purchase 2013 Ford Police Interceptors off of the 2012 State bid. Anderson Ford, a local dealer, has the 2012 State bid for the cars. The cost of the twelve cars under State bid is \$315,900.00 which is within the approved 2013 budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of twelve (12) 2013 Ford Police Interceptor's from Anderson Ford, Grand Island in the amount of \$315,900.00.

Sample Motion

Move to approve the purchase of twelve Ford Police Interceptor's at a cost of \$315,900.00 from Anderson Ford, Grand Island.

RESOLUTION 2012-335

WHEREAS, the Police Department 2013 adopted budget provided for the purchase of twelve patrol fleet cars, and

WHEREAS, the 2012 State bid for 2013 Ford Police Interceptor sedans is still in force, and

WHEREAS, Anderson Ford was awarded the state bid for the Ford Police Interceptor, and

WHEREAS, the expense, \$315,900.00 is budgeted in the police fiscal 2013 budget:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase order and subsequent payment is authorized.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G23

#2012-336 - Approving Comprehensive Revitalization Bock Grant Application

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

Staff Contact: Marco Floreani

RESOLUTION 2012-336

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) funds through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development is currently accepting applications for community revitalizations; and

WHEREAS, a grant application has been prepared to request funding to conduct a Comprehensive Needs Assessment and Revitalization Strategy; and

WHEREAS a \$15,000 grant is being requested to fund such programs; and

WHEREAS, the required 25% cash match of \$3,000 will be provided by the City; and

WHEREAS, the public hearing on November 13, 2012, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for assistance from the Nebraska Department of Economic Development for the purpose of conducting a Comprehensive Needs Assessment and Revitalization Strategy update for the City of Grand Island; and

The Mayor is hereby authorized and directed to execute such grant applications and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item H1

Consideration of Request from Olsson Associates on behalf of Helen Foreman for a Conditional Use Permit for a Soil Vapor Extraction and Air Sparge Remediation Trailer Located at 1515 West 2nd Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item H2

Consideration of Request from Third City Christian Church for a Conditional Use Permit for an Extension of Permit for Soft Surface Parking with Additional Surfacing Located at 4100 West 13th Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item I1

#2012-337 - Approving Authorization of Local Security Administrator for the Southwest Power Pool (SPP)

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: November 13, 2012

Subject: Approving Authorization of Local Security Administrator for the Southwest Power Pool (SPP)

Item #'s: I-1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Prior to 2009, Nebraska utilities conducted power purchases and sales with each other via bilateral transactions. Bilateral transactions are simply two utilities agreeing on a quantity and price. In 2009, all large Nebraska utilities including Nebraska Public Power District, Omaha Public Power District and Lincoln Electric Systems officially joined Southwest Power Pool (SPP). SPP is a regional transmission operator that, among other things provides a real-time energy market that allows participants to buy and sell power directly into the market and avoid the interaction with multiple companies that come with bilateral transactions. Bilateral transactions still continue and this is the only way that Grand Island currently buys and sells power with other companies.

In 2014, SPP plans to deploy a new market called the Integrated Market. This market increases in complexity and requires utilities to provide next day forecasting and pricing information in an effort to utilize the lowest cost energy for load. It will also have a real-time energy market for correcting imbalances from the day-ahead market. With the onset of the integrated market, bilateral transactions will most likely be phased out entirely, and SPP will serve Grand Island's load requirements and dispatch its generating units as required, providing for the system's demand.

Discussion

Users accessing the SPP web portal to conduct transactions on behalf of their organizations must be allowed to do so by the organization's Local Security Administrator (LSA). The LSA is authorized by the respective organization to perform duties which include the management of the organization's users and their associated roles and access levels. In order for operational transactions to be performed on the SPP market for Grand Island through the SPP web portal, the Department recommends that

Utilities Director Tim Luchsinger be authorized to be the Local Security Administrator and perform the required duties of the LSA in accordance with City policies and procedures.

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 authorize Utilities Director Tim Luchsinger to perform duties of the Southwest Power Pool Local Security Administrator for the Grand Island Utilities Department.

Sample Motion

Move to authorize Utilities Director Tim Luchsinger to perform the duties of the Southwest Power Pool Local Security Administrator for the Grand Island Utilities Department.

RESOLUTION 2012-337

WHEREAS, in 2009, all large Nebraska utilities including Nebraska Public Power District, Omaha Public Power District and Lincoln Electric Systems officially joined Southwest Power Pool (SPP); and

WHEREAS, SPP is a regional transmission operator that allows participants to buy and sell power directly into the market; and

WHEREAS, SPP plans to deploy a new Integrated Market in 2014 that will require utilities to provide next day forecasting and pricing information in an effort to utilize the lowest cost energy for load; and

WHEREAS, with the onset of the integrated market, SPP will serve Grand Island's load requirements and dispatch its generating units as required to provide for the system's demand; and

WHEREAS, users accessing the SPP web portal to conduct transactions on behalf of their organizations must be allowed to do so using the organization's Local Security Administrator (LSA); and

WHEREAS, the LSA is authorized by the respective organization to perform duties which include the management of the organization's users and their associated roles and access levels; and

WHEREAS, in order for operational transactions to be performed on the SPP market for Grand Island through the SPP web portal, it is recommended that Utilities Director Tim Luchsinger be authorized to be the Local Security Administrator and perform the required duties of the LSA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Tim Luchsinger, Utilities Director, is hereby authorized to be the Local Security Administrator and perform the required duties of the LSA in accordance with City policies and procedures.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item I2

#2012-338 - Consideration of Amending Personnel Rules to Prohibit Discrimination Based on Sexual Orientation in City Employment Practices

Staff Contact: Robert J. Sivick, City Attorney

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: November 13, 2012

Subject: Consideration of Amending City of Grand Island Personnel Rules and Regulations by Prohibiting Discrimination by the City in its Employment Practices against Persons based on their Sexual Orientation

Item #'s: I-2

Presenter(s): Councilman Larry Carney

Background

The issue of discrimination against persons based on their sexual orientation has been on the agenda of meetings of the Grand Island City Council (Council) on two prior occasions. The first was a Study Session meeting held on October 2, 2012. The second was a regular meeting held on October 9, 2012 during which Ordinance 9407 failed to win approval by a vote of 2-8.

City of Grand Island Personnel Rules and Regulations (Personnel Rules) §1.03 states,

The City of Grand Island affirms its commitment to providing a work environment that does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, mental or physical disability, marital status, national origin, or genetic information. The City will operate in full compliance with applicable federal, state, and local laws prohibiting discrimination in employment.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Personnel Rules §2.02 states in part,

The City of Grand Island is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive. Actions, words, jokes, or comments based on an individual's sex, race, color,

*national origin, age, religion, disability, **sexual orientation**, or any other legally protected characteristic will not be tolerated. All men and women are to be treated equally with dignity and respect.* (Emphasis Added)

Discussion

Previously the Council considered prohibiting City wide discrimination in employment, housing, and public accommodations against persons based on their sexual orientation. The Resolution before the Council this evening would only prohibit the City from discriminating in its employment practices against persons based on their sexual orientation. That prohibition would not apply to any other employers.

Presently there are a number of conflicts within Personnel Rules §§1.03 and 2.02 as individual rules and when compared to each other. Those conflicts are:

1. Personnel Rule 1.03 does not prohibit discrimination against persons based on their sexual orientation regarding City employment practices. However, Personnel Rule 2.02 states the City is “committed to providing a work environment that is free from **all forms of discrimination**”. (Emphasis Added)
2. Personnel Rule 1.03 does not prohibit discrimination against persons based on their sexual orientation regarding City employment practices. However, Personnel Rule 2.02 specifically prohibits harassment of persons based on their sexual orientation.
3. Personnel Rule 2.02 specifically prohibits harassment of persons based on their sexual orientation, **or any other legally protected characteristic**. (Emphasis Added) As previously discussed, sexual orientation is not a protected class under Nebraska or United States law. It is unclear whether the Council’s intent in approving Personnel Rule 2.02 was to make sexual orientation a protected class regarding harassment or simply add it to other protected classes without making sexual orientation a protected class itself.
4. Personnel Rule 2.02 states that “[a]ll men and women are to be treated equally with dignity and respect.” However, Personnel Rule 1.03 does not require persons of differing sexual orientations be treated equally with regard to City employment practices.

The present state of affairs regarding Personnel Rules 1.03 and 2.02 in the City does not prohibit discrimination in its employment practices against persons based on sexual orientation but does prohibit harassment of employees based on sexual orientation.

Alternatives

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

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

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

Recommendation

The City Administration has no recommendation on this Resolution.

Sample Motion

Move to approve Resolution 2012-338 amending Personnel Rule 1.03 by adding sexual orientation to the list of protected classes of persons the City does not discriminate against in its employment practices.

RESOLUTION 2012-338

WHEREAS, the Grand Island City Council has decided to amend City of Grand Island Personnel Rules and Regulations Section 1.03,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City of Grand Island Personnel Rules and Regulations Section 1.03 be amended to read as follows:

Sec. 1.03 EQUAL EMPLOYMENT OPPORTUNITY

The City of Grand Island affirms its commitment to providing a work environment that does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, mental or physical disability, marital status, national origin, or genetic information. The City will operate in full compliance with applicable federal, state, and local laws prohibiting discrimination in employment. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 9, 2012	▣ City Attorney



City of Grand Island

Tuesday, November 13, 2012
Council Session

Item J1

Approving Payment of Claims for the Period of October 24, 2012 through November 13, 2012

The Claims for the period of October 24, 2012 through November 13, 2012 for a total amount of \$5,327,602.35. A MOTION is in order.

Staff Contact: Jaye Monter