

**A G E N D A**  
**City Council Meeting**  
February 15, 2016 - 6:00 p.m.  
**Call to Order**

“I am required by law to inform the public that a copy of the Open Meetings Act is posted on the bulletin board to your right. This meeting is being recorded. If you wish to speak, come to the podium, state your name and address and speak directly towards the microphone the entire time you are addressing the governing body. Thank you”.

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**

**CONSENT**

- 3. Approve [minutes](#) from the February 1, 2016 City Council Meeting.**
- 4. Accepting the report of new claims against the City and approving disposition of claims set for the period of January 30, 2016 to February 12, 2016.**
- 5. [BPW](#) recommended approval of Agreement with NDOR Union South Highway 75 Phase 2 Project# MISC-75-2(1069) for purpose of moving 2 poles on North 69kv/13.8kv line near Dr. Rademakers drive.**
- 6. MAYOR’S APPOINTMENTS**  
**Appoint Kiel VanderVeen to the Board of Public Works**

**7. PROCLAMATIONS AND PRESENTATIONS**

- 8. PUBLIC HEARINGS**  
**[Public](#) Hearing on use of LB840 funds for Nebraska City Tourism and Commerce in the amount of \$5,000 to develop Phase I of a Destination Tourism Plan for Nebraska City**

**9. REPORTS**

- Treasurer’s Report**
- City Administrator Report**
- Acknowledge receipt of Utility Financial Report for period ending December 31, 2015**
- Acknowledge receipt of Utility Claims for period ending January 31, 2016**

**NEW BUSINESS**

- 10. Update from NCRA board regarding aquatic center.**
- 11. Consider request for [SDL](#) for Knights Inc. to hold Fund Raiser Event at Lourdes Central Catholic School on April 2, 2016 from 5:00 pm to 11:00 pm**
- 12. Consider approval of NC Tourism and Commerce Grant Agreement in the amount of \$5,000 to develop Phase I of a Destination Tourism Plan for Nebraska City.**
- 13. Consider Request from Ted [Beilman](#) for permission for NC Veterans Memorial Building project to apply for a USDA Rural Development Grant under the name of the City of Nebraska City.**
- 14. Discussion/Action with Olsson Associates to approve the final Comprehensive Development Plan.**
- 15. Consider approval of payment to Olsson Associates in the amount of \$25,433.06 for out-of-scope services for the Comprehensive Development Plan.**
- 16. Discussion/Action with Alfred [Benesch](#) Company to approve Construction Engineering Agreement for South 11<sup>th</sup> Street Project.**
- 17. Consideration of [Amendment](#) No. 1 to UPN Communications Lease Agreement with Nebraska City Utilities.**
- 18. Update from the 4<sup>th</sup> Corso Viaduct Finance Committee and Safety Committee**
- 19. ADJOURNMENT**

CITY OF NEBRASKA CITY, NEBRASKA  
 MINUTES OF CITY COUNCIL REGULAR MEETING  
 February 1, 2016

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Nebraska City was conducted in the William F. Davis Room at City Hall, 1409 Central Avenue, on February 1, 2016. Notice of the meeting was given in advance thereof by posting in at least three public places, the designated method for giving notice, as shown by the Certificate of Posting Notice attached to these minutes. Availability of the agenda was communicated in advance to the media, Mayor and Commissioners of this proceeding and said meeting was open to the public.

Mayor Bequette called the meeting to order at 6:00 p.m. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held. Mayor Bryan Bequette then led in the Pledge of Allegiance. Upon roll call the following answered present: Jim Stark, Jeff Crunk, Vic Johns, Gloria Glover and Mayor Bequette. Absent: None. The following City Officials were present: City Administrator Grayson Path, City Clerk-Treasurer Mark Marcotte, City Attorney David Partsch, Police Chief David Lacy, Fire Chief Alan Viox, Library Director Rasmus Thøgersen and Public Properties Director/Zoning Director Dan Gittinger.

Mayor Bequette moved to approve the following consent items:

Minutes of the January 18, 2016, City Council Regular Meeting.

Accepting the report of new claims against the City and approving disposition of claims set for the period of January 16, 2016 to January 29, 2016.

Reinstatement of Chris Griepenstroh as Volunteer Fire Fighter.

Motion seconded by Commissioner Johns. Upon roll call the following voted YES: Stark, Crunk, Glover, Johns and Mayor Bequette. Voting NO: None. Abstain: None. Motion carried.

<b>CLAIMS LIST</b>					
February 1, 2015					
Adkins Signs	Sup	275.00	Mullenax Auto Supply	Rep	229.49
Arbor Mart, Inc	Fuel	1421.99	NAPA Auto	Sup	234.30
Asphalt & Concrete Materials	Sup	193.98	Nationwide		11816.03
Benefiel Truck Repair	Rep	90.00	NC Clerk - Treasurer	Misc.	90.00
Berry	Adv	45.60	NE City Museum Assoc.	Contr	2406.25
BKD	Audit	7500.00	NC Public School	Contr	210.00
Bound Tree Medical LLC	Sup	1045.92	NC Tourism & Commerce	Contr	7083.33
Callaway Golf Sales Company	Mrchdse	1075.11	NE Public Health Environ	Contr	105.00
Jonathan Casey	Mileage	47.46	NE Salt and Grain Co.	Sup	3373.50
Consolidated Management Co	Training	144.75	O'Reilly Auto Parts	Sup	107.97
Data Technologies	Sup	448.49	Omaha Tractor, Inc.	Rep	1337.36
DEAN, WILLIAM	Rfnd	25.00	Orschlen	Rep	15.98
Dell Marketing L.P.	Sup	4991.84	Otoe County Clerk	Contr	1090.00
Douglas Tire Co.	Rep	944.58	Payroll		162776.7
Eakes Office Solutions	Sup	31.31	Pitney Bowes	Contr	189.00
Eggers Brothers, Inc.	Rep	175.88	Richardson, C.	Rfnd	54.46
Fareway Stores, Inc.	Conc	5.50	River View Pest Control	Contr	176.00
Fastenal Company	Sup	32.01	Rojas, Beatrice	Rfnd	25.00
FBINAA	Dues	100.00	Southeast Nebr. Develop. Dist.	Contr	4580.97
Ferguson, K.	Misc.	47.58	Southeast Plumbing & Heating	Rep	50.00
Gatehouse Media NE Holdings	Adv	139.91	Spiral Communications	Tele	1052.13
HireRight Solutions, Inc	Med	81.15	The Toolkit Group	Sup	301.00

JEO Consulting Group, Inc.	Contr	5532.50	Tree City Tees	Rep	30.00
Jim Doty Construction	Contr	6050.00	Tri-State Excavating	Rep	240.00
Landis Engine Company, Inc.	Sup	24.99	UHC	Ins	5662.21
Lant, J.	Sup	11.77	Unifirst Corporation	Contr	106.32
Matheson Tri-Gas, Inc.	Sup	146.49	USPS	Sup	49.00
Mead Lumber	Sup	61.97	Verizon Wireless	Tele	250.71
Mercer's Do-It-Best	Sup	182.83	Westlake Ace Hardware	Sup	86.78
Michael Todd and Company	Sup	832.37	Wurtele, G.	Sup	133.50
Midwest Machine, Inc.	Rep	25.20	Zahn, D.	Rfnd	25.00

Mayor Bequette brought forward the appointment of Tim Engel to the Civil Service Commission. Seconded by Commissioner Stark. Upon roll call the following voted YES: Glover, Johns, Crunk, Stark and Mayor Bequette. Voting NO: None. Motion passed.

Mayor Bequette proclaimed the week of January 31 through February 6, 2016, as Catholic Schools Week.

Mayor Bequette opened the Public Hearing on Six Year Road and Street Plan. Evan Wickersham of JEO Consulting Group explained the one and six year street plan. No one spoke in favor of the plan. No one spoke in opposition of the plan. Mayor Bequette moved to close the public hearing, seconded by Commissioner Glover. Upon roll call the following voted YES: Johns, Crunk, Stark, Glover and Mayor Bequette. Voting NO: None. Motion carried.

Mayor Bequette opened the Public Hearing on use of LB840 funds for Nebraska City Museum Association in the amount of \$16,000.00. Dan Mauk, Executive Director of NCAEDC and Brian Volkmer, Director of Nebraska City Museum Association, spoke about the application. Mr. Mauk explained the Economic Development Committee recommended the application for approval. Commissioner Glover and Commissioner Stark declared they would be abstaining from the vote due to serving on museum boards. No one spoke in favor of the plan. No one spoke in opposition of the plan. Mayor Bequette moved to close the public hearing, seconded by Commissioner Johns. Upon roll call the following voted YES: Stark, Crunk, Johns, Glover and Mayor Bequette. Voting NO: None. Motion carried.

The Public Hearing concerning the sufficiency of the written objections filed objecting to the creation of Street Improvement District No. 2016-1 of the City and as to the existence of the required facts and conditions relative to the creation of the District was not held because there were no objections.

Library Director, Rasmus Thøgersen, gave the annual Morton James Public Library report.

Moved by Commissioner Crunk and seconded by Commissioner Johns to approve request from Carissa Phillips for donation of 10 daily pool passes for the Legally Prom Charity Event. Upon roll call, the following voted YES: Johns, Glover, Stark, Crunk and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Commissioner Johns and seconded by Stark to approve SDL for Lourdes Central Catholic Schools to hold Trivia Night at the school on April 16, 2016. Upon roll call, the following voted YES: Glover, Crunk, Stark, Johns and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Mayor Bequette and seconded by Johns to approve the LB840 application for the NC Museum Association and execute the Grant Agreement in the amount of \$16,000.00 for the Museum Pass Program. Upon roll call, the following voted YES: Crunk, Johns and Mayor Bequette. Voting NO: None. ABSTAIN: Stark and Glover. Motion carried.

Chris Lindner an audit director for BKD presented the City of Nebraska City annual audit for the fiscal year of 2015.

Commissioner Crunk left the meeting at 7:27 PM.

Jeff Kohrs, of Nebraska City Utilities and Shelly Stromp of KPMG presented the City of Nebraska City Utilities Department annual audit for the fiscal year of 2015.

Moved by Commissioner Stark and seconded by Glover to accept the City of Nebraska City audit and also the Nebraska City Utilities audit as presented. Upon roll call, the following voted YES: Johns, Stark, Glover and Mayor Bequette. Voting NO: None. Motion carried.

Mayor Bequette introduced Ordinance #2975-16 entitled: AN ORDINANCE AMENDING SECTION 17-43 OF THE CODE OF THE CITY OF NEBRASKA CITY, NEBRASKA; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; APPROVING PUBLICATION IN PAMPHLET FORM; AND DECLARING AN EFFECTIVE DATE; and moved that the statutory rule requiring reading on three different days be suspended. Stark seconded the motion to suspend the rules and upon roll call, the following voted YES: Glover, Johns, Stark and Mayor Bequette. Voting NO: None. The Motion to suspend was adopted by three-fifths of the council and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Mayor Bequette moved for final passage of the ordinance, which motion was seconded by Glover. The Mayor then stated the question: "Shall Ordinance #2975-16 be passed and adopted?" Upon roll call, the following voted YES: Stark, Johns, Glover and Mayor Bequette. Voting NO: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the council, signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed his signature thereto. A true and correct copy of said ordinance is as follows:

#### ORDINANCE NO. 2975-16

AN ORDINANCE AMENDING SECTION 17-43 OF THE CODE OF THE CITY OF NEBRASKA CITY, NEBRASKA; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; APPROVING PUBLICATION IN PAMPHLET FORM; AND DECLARING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NEBRASKA CITY, OTOE COUNTY, NEBRASKA, AS FOLLOWS:

#### **SECTION 1. AMENDMENT:**

That Section 17-43 of the Code of the City of Nebraska City, Nebraska, is hereby amended to read as follows:

#### **Sec. 17-43. - Exclusive franchise.**

**It shall be unlawful for any person or entity without a franchise agreement to haul or collect for hire any garbage, rubbish, trash or waste for others in the City.**

#### **SECTION 2. REPEAL:**

That all ordinances or portions of ordinances in conflict herewith are hereby repealed.

**SECTION 3. PUBLICATION AND EFFECTIVE DATE:**

This ordinance is adopted and approved for publishing in pamphlet form, and shall be in full force and effect from and after 15 days after its passage, approval, and publication or posting as provided by law. The provisions of this Ordinance shall become and be made part of the Nebraska City Municipal Code and sections of this Ordinance may be renumbered to accomplish such intention.

Passed and approved this 1st day of February, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk-Treasurer

Mayor Bequette introduced Resolution 2693-16; One Year and Six Year Plan for Street Improvement Program. Moved by Commissioner Johns and seconded by Stark to approve Resolution 2693-16; One Year and Six Year Plan for Street Improvement Program. Upon roll call, the following voted YES: Glover, Stark, Johns and Mayor Bequette. Voting NO: None. Motion carried. A true and correct copy of said resolution is as follows:

**RESOLUTION**

2693-16

The following resolution was introduced by Johns, who moved its adoption, seconded by Stark

“WHEREAS, the City Street Superintendent has prepared and presented a One Year and Six Year Plan for Street Improvement Program for the City of Nebraska City, and

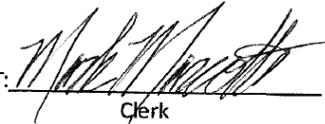
WHEREAS, a public meeting was held on the 1st day of February, 2016, to present this plan and there were no objections to said plan;

THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of Nebraska City, Nebraska, that the plans and data as furnished are hereby in all things accepted and adopted.”

Upon roll call vote as follows:

- Commissioner Glover - Yes
- Commissioner Stark - Yes
- Commissioner Johns - Yes
- Mayor Bequette - Yes

  
Mayor

ATTEST:   
Clerk



Council discussed final designs for the 11<sup>th</sup> Street Improvement Project. Pat Kastl, Project Manager, with Alfred Benesch Company and Public Properties Director/Zoning Director Dan Giittinger presented the plans. Moved by Commissioner Johns and seconded by Glover to proceed with Alfred Benesch on the final design of the 11<sup>th</sup> Street Improvement Project and advertise for bids. Upon roll call, the following voted YES: Stark, Glover, Johns and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Commissioner Johns and seconded by Stark to approve the City Engineering Agreement with JEO Consulting Group, as per form. Upon roll call, the following voted YES: Glover, Stark, Johns and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Commissioner Johns and seconded by Glover to approve the City Street Superintendent Agreement with Evan Wickersham. Upon roll call, the following voted YES: Stark, Glover, Johns and Mayor Bequette. Voting NO: None. Motion carried.

Meeting Adjourned at 7:53 P.M.

### AFFIDAVIT

I, the undersigned City Clerk for the City of Nebraska City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Board of Commissioners, that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Mark E. Marcotte, City Clerk-Treasurer

February 11, 2016

The Honorable Mayor and  
Members of the City Commission  
Nebraska City, Nebraska 68410

The Board of Public Works respectfully recommends the approval of entering into the Agreement between the City of Nebraska City and the Nebraska Department of Roads for the Union South Phase II Project on North Highway 75 Project No. MISC-75-2(1069).

This Agreement calls for Nebraska City Utilities to provide for the Relocation of two poles on the north 69KV/13.8KV Power Line approximately poles 2 and 3 north of the drive into the Dr. Rademacher acreage. The cost of this Relocation shall be borne by the Utilities Department as the poles are in the State Right-of-Way.

Respectfully submitted,

BOARD OF PUBLIC WORKS

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John James, Secretary

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I hereby certify that the approval of the City Commission of the City of Nebraska City, Nebraska, for the above recommendation was granted at their meeting on:

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Date

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Mark Marcotte, City Clerk/Treasurer

**NOTICE OF PUBLIC HEARING  
AND**

**Notice of Intent to Use City of Nebraska City Economic Development Program Funds (LB840)**

**NOTICE IS HEREBY GIVEN THAT**, on Monday, February 15, 2016 at **6:00 P.M.**, at the Council Chambers in City Hall, 1409 Central Ave., Nebraska City, Nebraska, the City Council of Nebraska City, Nebraska, will hold a **Public Hearing** concerning the use of **\$5,000** of City of Nebraska City Economic Development Program Funds (LB840).

If approved by the City Council, the Program funds will be granted to the **Nebraska City Tourism and Commerce** to develop Phase I of a Destination Tourism Plan for Nebraska City.

This is an eligible activity under the City of Nebraska City Economic Development Plan for Tourism development under the direct use of funds.

All interested persons are invited to attend the public hearing at which time they will be given the opportunity to speak in favor or in opposition to the proposed use of Program Income. If there are questions regarding the plan to utilize these funds, please contact: Dan Mauk, Economic Development Loan Fund Administrator at (402) 873-4293.

Individuals requiring physical or sensory accommodations, including interpreter service, braille, large print or recorded materials, please contact Mark Marcotte, City Clerk, City Hall, 1409 Central Ave., Nebraska City, Nebraska, 68410, (402) 873-5515, no later than 12:00 noon, on Friday, February 12, 2016.

Mark Marcotte, City Clerk

## GRANT AGREEMENT

This grant agreement is entered into this 15th day of February, 2016, between the City of Nebraska City, hereinafter referred to as “the City”, and **Nebraska City Tourism and Commerce**.

WHEREAS, the citizens of Nebraska City approved the City of Nebraska City Economic Development Plan (LB 840), hereinafter referred to as “the Plan”, in November, 2006. The Plan provides rules and procedures for the use of a specified portion of the City’s sales tax receipts for economic development projects. The Plan allows for the use of Economic Development Program Funds for making grants to eligible entities to spur downtown revitalization, to attract new capital investment through business development and to promote tourism, and,

WHEREAS, **Nebraska City Tourism and Commerce** has submitted a grant application to develop Phase I of a Destination Tourism Plan for Nebraska City – focused on ‘Triple Bottom Line’ benefits: Revenue (economic impact) + Resources (natural and built environment) + Residents (quality of life). The application was submitted in accordance with the City of Nebraska City Economic Development Plan seeking the amount of \$5,000 for the purpose of providing funds for **Nebraska City Tourism and Commerce** which will result in promotion of tourism for the benefit of the economic benefit of the businesses and well-being of the citizens of Nebraska City.

WHEREAS, said application was recommended for approval at a meeting of the Citizens Advisory Review Committee on January 25, 2016 and approved by resolution of the City Council on February 15, 2016.

NOW THEREFORE, the parties to this agreement agree as follows:

- 1) The City through LB 840 shall pay the total sum of \$5,000 to develop Phase I of a Destination Tourism Plan for Nebraska City – focused on ‘Triple Bottom Line’ benefits: Revenue (economic impact) + Resources (natural and built environment) + Residents (quality of life).
- 2) The **Nebraska City Tourism and Commerce** agrees to acknowledge the participation of the LB840 funding on the **Nebraska City Tourism and Commerce** literature.
- 3) This agreement sets forth the entire understanding of the parties, and may be modified or terminated only by written memorandum executed by both parties, and
- 4) All the terms and provision of this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Nebraska City Tourism and Commerce

BY \_\_\_\_\_  
Amy Allgood, Executive Director

City of Nebraska City

BY \_\_\_\_\_  
Bryan Bequette, Mayor

THE CITY OF NEBRASKA CITY, STATE OF  
NEBRASKA,

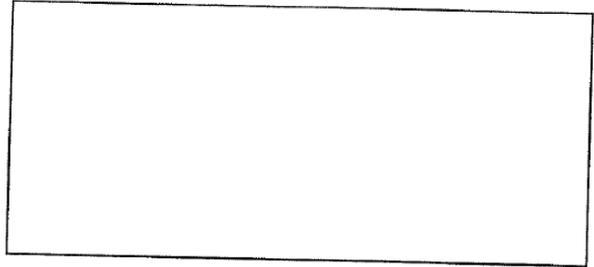
ATTEST:

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Mark Marcotte, City Clerk

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES  NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Liquor license number and class (i.e. C-55441)  
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Knights Inc.

ADDRESS: \_\_\_\_\_

CITY Nebraska City ZIP 68410

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Lordes school Gym

ADDRESS: 412 second Ave CITY Nebraska City

ZIP 68410 COUNTY and COUNTY# otoe

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>2 April 16</u>	Date	Date	Date	Date	Date
<b>Hours</b> From <u>1700</u>	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From
To <u>2300</u>	To	To	To	To	To

- a. Alternate date: \_\_\_\_\_
- b. Alternate location: \_\_\_\_\_  
**(Alternate date or location must be specified in local approval)**

6. Indicate type of activity to be carried on during event:

- Dance   
  Reception   
  Fund Raiser   
  Beer Garden   
  Sampling/Tasting  
 Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 88 x 175  
 (not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_

**\*SKETCH OF OUTDOOR AREA (or attach copy of sketch)**

If outdoor area, how will premises be enclosed?

Fence; snow fence  chain link  cattle panel  other \_\_\_\_\_

Tent

8. How many attendees do you expect at event? 150

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

\_\_\_\_\_

\_\_\_\_\_

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES  NO   
**Non-Profit:** Where will you be purchasing your alcohol?

Wholesaler  **Retailer**  Both  BYO   
(includes wineries)

12. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Sally S. DuBois

Signature of Event Supervisor Sally S. DuBois

Phone of Event Supervisor: Before 209-0789 During 209-0789

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here David M. Ramold Trustee 4 Feb 16  
Authorized Representative/Applicant Title Date  
David M. Ramold  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**This page is required to be completed by Non Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Knights Inc  
NAME OF CORPORATION

47-6025286  
FEDERAL ID NUMBER

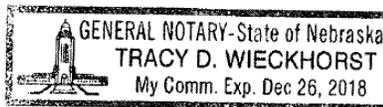
David M Ramold  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4<sup>TH</sup> DAY OF

February, 2016

Tracy D. Wieckhorst  
NOTARY PUBLIC SIGNATURE & SEAL





**City of Nebraska City**

1409 Central Avenue  
Nebraska City, NE 68410-2223

**HOME OF ARBOR DAY**

Phone: 402-873-5515 Fax: 402-873-5685

**REQUEST FOR COUNCIL AGENDA OR PUBLIC INFORMATION / RECORDS**

*Your request will be reviewed and possibly scheduled for a future meeting, or forwarded to **City Staff** for appropriate action\**

Name: Ted Beilman  
 Address: 206 S 7th St  
 Phone #: 907-229-4539  
 Email Address: Tbeil12345@aol.com

CC: Police Dept.:      Street Dept.:      Park Dept.:      Other:     

**Item Title:** USDA Rural Business Development Grant Application

**Explanation of Request:**  
 Give permission for Nebraska City Veterans Memorial Building Project. to apply for a USDA Rural Development Grant under the name of the City of Nebraska City.

**Action Requested of Council:**  
 Vote to allow the application process to go forward.

**Will this item require the expenditure of funds? Yes: No:  Estimate \$**

Council meetings are held on the 1<sup>st</sup> & 3<sup>rd</sup> Mondays of the month. All requests for inclusion on a Council Meeting Agenda must be submitted by 5 P.M. on the Tuesday preceding the Council meeting. Once a request is received, staff will review it and determine if it requires Mayor/Council action, or if the item can be handled by staff.  
 \*You will be notified as to how your request will be handled as soon as possible.

**For staff use only: Action Required.**

**Examination of Public Records are covered under Neb. Rev. State. §84-712 or other appropriate state statutes.**  
 Fees: \$0.25 per page

# CITY OF NEBRASKA CITY

1409 Central Avenue  
Nebraska City, NE 68410-2223  
Phone: 402-873-5515  
Fax: 402-873-5685



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## Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: February 15, 2016  
Agenda Item: # \_\_\_\_\_  
Submitted By: Commissioner Vic Johns  
Grayson Path, City Administrator  
Dan Giittinger, Public Properties Director

### A. Synopsis of Issue:

- a. The City is moving forward with the South 11<sup>th</sup> Street Project.
- b. Bid documents and agreements were approved in the February 1, 2016 Council Meeting.
- c. Next step is to approve the Construction Engineering and Inspection Agreement (construction oversight).
- d. The attached documents are the agreements, scope of services, and pay rate schedule with Alfred Benesch & Company.

### B. Options:

- a. At this point, the City is not completely obligated to use Alfred Benesch & Company, but it is highly recommended as they performed the Preliminary Engineering and Final Design of the project and the City is currently working with them to send out and review all bids of contractors.

### C. Fiscal Note:

- a. Agreement is not-to-exceed \$180,938.40.
- b. City will be issuing BANS in the March 7<sup>th</sup> Council meeting to cover the costs of the project (as well as replenish reserves that have been used for preliminary engineering and final design, to-date).
- c. All engineering and construction costs will be paid monthly as invoices are sent in to the City.

### D. Recommendation:

- a. Approve the CE&I engineering agreement with Alfred Benesch and Company.

### E. Background:

- a. In the February 1, 2016 council meeting, the council approved A. Benesch and City staff to proceed with sending out, receiving, and reviewing bids for contractors for the project, set to begin in May 2016. It was understood that A. Benesch will serve as the CE&I engineering firm for this project.

- b. A. Benesch and the City signed an agreement July 9, 2015 for preliminary engineering and final design, with the option of performing CE&I services through a separate attached amendment (the very amendments that are attached to this support sheet). The same General Conditions with that agreement apply to this agreement and are available for any Commissioner to view upon request.
- c. City staff (City Administrator, Public Properties Director, City Attorney, and Street Commissioner) reviewed the agreements and to the best of our ability, everything appears in order.
- d. The estimated costs are possibly a little higher than originally expected in initial project estimates, but this is a not-to-exceed agreement with the option of the cost coming in lower than what is on the agreement.
- e. Bids will be received and opened on February 25, 2016, reviewed by City Staff and A. Benesch personnel, and a recommendation given to the Council on March 7<sup>th</sup>.
- f. BANS will be discussed and issued on March 7<sup>th</sup> once costs are known (through the February 25<sup>th</sup> contractor bids).
- g. In summary, this agreement is stating that A. Benesch will be serving as the City's oversight of the project. All questions, issues, concerns, guidance, etc will be operated through A. Benesch. All decisions and change orders will be approved by the City, they will provide us with the options and recommendations. City staff will serve as a local contact, but project oversight will be operated through the A. Benesch staff on site.
- h. This is a standard road project, we do not foresee any complications at this time.

\*\*\*\*\*

**Department Heads:            Submit this form to Dave Partsch and Grayson Path by 5:00 pm of the day the Agenda meeting is held.**



EXHIBIT A

**WORK AUTHORIZATION NO. 1**

PROJECT NO. 00120445.00 DATE February 8th, 2016  
 PROJECT NAME 11th Street, 14th Corso South CE&I  
 CLIENT City of Nebraska City, NE  
 CLIENT PM Dan Giittinger CONSULTANT PM Jeffery A. Sockel, PE  
 PHONE NO. 402-873-5515 PHONE NO. 402-333-5792

**SCOPE OF SERVICES**

This WORK AUTHORIZATION Number 1, with the AGREEMENT dated July 9, 2015, between City of Nebraska City, NE, herein called CLIENT and Alfred Benesch & Company herein called CONSULTANT, constitutes the express authority given CONSULTANT by CLIENT to do work as follows (or as shown in Attachment A):

Supplement for Benesch to provide construction engineering services.

The following are attached to and hereby made a part of this WORK AUTHORIZATION:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- \_\_\_\_\_
- \_\_\_\_\_

**FEE ESTIMATE**

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- CLIENT will pay a Fee based on a **Time and Materials** not to exceed \$180,938.40 and invoice using Attachment B: Schedule of Unit Billing Rates.
- CLIENT will pay a **Lump Sum** Fee of \$\_\_\_\_\_ and invoice using a percentage completed basis.
- CLIENT will pay by another method as described: \_\_\_\_\_

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_ PRINT NAME: Jeffery A. Sockel, PE

TITLE: \_\_\_\_\_, 20\_\_\_\_ TITLE: Sr VP - Omaha Division Manager

DATE: \_\_\_\_\_, 20\_\_\_\_ DATE: February 8th, 2016

BENESCH OFFICE: Omaha

ADDRESS: \_\_\_\_\_

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**

**Exhibit A**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**

for

**Project Name: 11th St., 14th Corso South, Nebraska City**

**Project Number: M-439(265) & M-439(295)**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for improvements to 11<sup>th</sup> St., from 14<sup>th</sup> Corso to south of Grundeman Boulevard in Nebraska City, Nebraska. The project consists of the following improvements: construction of new storm sewer, curb inlets, concrete pavement, sidewalk, and other related activities.

Alfred Benesch & Company (CE Consultant) shall serve as agent for the City of Nebraska City (LPA) supporting the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and observe construction and to provide quality assurance materials testing, and other services as requested to assist the LPA with determining that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall observe and document the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual

10. NDOR Standard Method of Tests for Laboratory and Field

**C. LPA SHALL PROVIDE**

Consultant performed the design and no information is to be provided by the LPA.

**D. CONSULTANT SHALL PROVIDE**

The following outlines the general scope of services to be performed by the Consultant. For items of work where hours are not estimated in the fee estimate, it is assumed these items of work can and will be performed concurrent with other items of work assigned hours.

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Bid Phase – Review bids received by the City, prepare a bid tabulation, and provide recommendation to award/reject bids to City Council
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office upon completion of the project or as otherwise requested during the project.
- Generate contractor's progress and final Estimates
- Review Contractor's Construction Schedule
- Coordinate with LPA regarding all project activities.
- Make entries of project data and diary information into project records on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

Project manager hours for project management shall be limited to 6% of the total hours for other tasks and personnel.

2. Meetings. Project staff will meet with the LPA and the Contractor when requested by the LPA, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
  - 2.1 Pre-Bid Meeting - Prepare the agenda, attend, administer meeting and distribute meeting notes.
  - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, administer meeting and distribute meeting notes.
  - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. Meetings are anticipated to occur on days where the Construction Representative I is already on-site. Assume **14 meetings** attended by the Project Manager in person.
  - 2.4 Public Meeting - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project. A public information meeting (open house) is anticipated for the project.
  - 2.5 Assume **17 total** trips to the project site for meetings or site visits for the Project Manager.
  
3. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections every ten (10) days and after every ½" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements. The LPA shall provide any on-site fixture required to store or provide information to interested parties.
  - 3.1 Conduct **2 separate** inspections – the remaining inspections required will be performed as part of Inspector 1 or 2 duties and not as a separate effort.
  - 3.2 Update SWPPP Manual and Temporary Erosion Control Plan
  - 3.2 Assume **2** trips to the project site for SWPP Inspections.
  
4. Construction Survey/Staking. The Consultant shall provide Construction Surveying and Staking. This work shall be done in accordance with the NDOR Construction Manual.
  - 4.1 Provide coordination of staking needs with Contractor.
  - 4.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
  - 4.3 Stake limits of construction throughout project on Stations where deemed necessary to delineate restrictions on contractor operations.
  - 4.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements where deemed necessary to delineate

restrictions on contractor operations. It is not anticipated to survey in ROW only limits of construction.

- 4.5 Provide slope stakes for grading. Slope staking will encompass story poles at the LOC.
- 4.6 Provide paving hubs. For structures, storm sewer and pipe culverts, the consultant will provide grade stakes. Rough grade paving stakes will be provided at 100' intervals at back of curb and centerline.
- 4.7 Provide grade stakes with offsets for structures, storm sewer and pipe culverts, flared end sections or outfalls.
- 4.8 Stake silt fence. The Consultant shall locate silt fence using Best Management Practices to address stormwater control efforts. No formal surveying will be performed for this task.
- 4.9 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement as needed.
- 4.10 Provide special request staking for irregular features (e.g. diversion berms) or atypical construction as requested by the Contractor limited to the 20 hours of field staking and 4 hours of calculation time. Such requests shall be communicated and approved by the LPA before the Consultant initiates any surveying efforts towards satisfying the Contractor's request.
- 4.11 Assume **16 total** trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment. The consultant shall track re-staking hours separately for determination of amount of compensation required and amount to be withheld from Contractor payment. Re-staking shall be measured and paid as identified in the NDOR Standard Specifications.

5. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 5.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
  - Document assessment of and compliance with all environmental commitments for the project.
  - Conduct Threatened and Endangered Species surveys required as outlined in the conservation conditions; surveys for compliance with the Migratory Bird Treaty Act (MBTA)
  - Review work zone traffic control devices daily and periodically conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices).
  - Collect, sign/date, and file all delivery tickets and material certifications.
  - Review and approve shop drawing and materials submittals.
  - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed, proceed with the approval process. Forward a signed hardcopy to the LPA for further processing.
  - Communicate and coordinate plan revisions and change orders.
  - Prepare a field checked culvert order list
  - Generate periodic progress estimates and forward to RC for processing.
  - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
  - Locate temporary and permanent pavement markings
- 5.2 Measure, calculate, and document quantities of pay items
- 5.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Progress Reports.
- 5.4 Assume **90** trips to the site for construction inspection

Assume project will require **10 hours per day/50 hours per week average time on site** for Construction Representative I plus travel.

6. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by NDOR's Materials and Research Division to conduct the testing they are contracted to perform. Testing performed will be compensated on a unit rate basis. Time for travel to and from the project site will be charged on an hourly basis.

- 6.1 The following testing shall not be required but is assumed will be addressed by materials submittals provided by the Contractor. The Consultant shall review and document compliance with the Contract Documents for the following:
    - Aggregate – Quality and Soundness acceptance testing
    - PG Binders & Emulsions – All required acceptance testing
    - Electrical & Communication Products – All required acceptance testing
    - All Steel/Iron/Metal Products – All testing required for heat number pre-approval and acceptance testing
    - Chemical Lab – All required source pre-approval and acceptance testing
  - 6.2 Collect, verify, document and perform field testing. It is assumed Construction Representative I will perform most testing during the course of performing inspection and other duties.
  - 6.3 Collect, verify, document, deliver, and perform lab testing.
  - 6.4 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project for the testing identified in the Estimate of Testing Quantities.
  - 6.5 Assume **8** trips by Engineering Technician to the project site for Material Sampling and Testing not provided by the Construction Representative I.
- 
7. As-Built Drawings. Prepare As-built drawings in electronic format.
  8. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC to verify that corrective work identified on the punch list has been completed.
    - 8.1 Walkthrough of Site and Preparation of Punch List
    - 8.2 Review Project to verify that Punch List work has been completed
- 
9. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in electronic format including:
    - Project Manager's Final Estimate
    - Memo of Major Item Review
    - Material Test Results
    - Daily Project Reports
    - Weekly Progress Reports

- All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation associated with the work contained within this scope of services.
- All Contractor-provided Test Results
- As Built Plans (full size)

**Project Cost & Breakdown****Construction Engineering**

Project Name: 11th Street, 14th Corso South  
 Consultant: Alfred Benesch & Co.  
 Consultant PM: Jeff Sockel, PE  
 NDOR PC: N/A  
 Date: June 30, 2015

Project Number: 39(265) & M-439(2  
 Control Number: N/A

<b>DIRECT LABOR COSTS</b>			
<b>Classification</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Manager	181.0	\$159.60	\$28,887.60
Sr. Engineer/Sr. Env. Scientist	42.0	\$158.00	\$6,636.00
Engineer/Sr Const Rep		\$101.00	
Construction Rep I	1,258.0	\$79.00	\$99,382.00
Technician	32.0	\$73.00	\$2,336.00
Environmental Scientist	8.0	\$79.00	\$632.00
Land Surveyor	70.0	\$101.00	\$7,070.00
Survey Party Chief	178.0	\$87.00	\$15,486.00
Survey Technician	58.0	\$79.00	\$4,582.00
Administrative	16.0	\$62.00	\$992.00
<b>Subtotal</b>			<b>\$166,003.60</b>

<b>DIRECT EXPENSES</b>	<b>Amount</b>
Subconsultants:	
Printing And Reproduction:	\$1,000.00
Mileage/Travel:	\$8,434.80
Lodging/Meals:	
Other Miscellaneous Costs:	\$5,500.00
<b>Subtotal</b>	<b>\$14,934.80</b>

<b>TOTAL PROJECT COSTS</b>	<b>Amount</b>
Direct Labor Costs	\$166,003.60
Overhead @	
Total Labor Costs	\$166,003.60
Fee for Profit Rate @	
Facility Capital Cost of Money (FCCM) @	(direct labor cost x FCCM%)
Direct Expenses	\$14,934.80
<b>TOTAL COST</b>	<b>\$180,938.40</b>

# Staffing Plan

# Construction Engineering

**Project Name:** 11th Street, 14th Corso South  
**Consultant:** Alfred Benesch & Co.  
**Consultant PM:** Jeff Sockel, PE  
**LPA RC:** Dan Giitinger  
**NDOR PC:** N/A  
**Date:** June 30, 2015

**Project Number:** M-439(265) & M-439(2)  
**Control Number:** N/A



#	Code	Classification	#	Code	Classification
1	PM	Project Manager	6	SCI	Environmental Scientist
2	SENG	Sr. Engineer/Sr. Env. Scientist	7	RLS	Land Surveyor
3	SCR	Engineer/Sr Const Rep	8	SPC	Survey Party Chief
4	CR1	Construction Rep I	9	ST	Survey Technician
5	TECH	Technician	10	ADM	Administrative

<b>Overhead Rate</b> <sup>[1]</sup>	%
<b>Fee for Profit Rate</b> <sup>[2]</sup>	%
<b>FCCM (if applicable)</b>	%

## BLENDED RATES TABLE

Employee Name	Job Title & Certifications <sup>[3]</sup>	Hourly Salary Rate <sup>[4]</sup>	% Assigned
<b>Project Manager</b>			
Jeff Sockel, PE	Senior Project Manager	\$174.00	10%
Tim O'Bryan, PE	Senior Project Manager	\$158.00	90%
		<b>Blended Rate:</b>	<b>\$159.60</b>
<b>Sr. Engineer/Sr. Env. Scientist</b>			
Pat Kastl, PE	Senior Project Engineer	\$158.00	100%
		<b>Blended Rate:</b>	<b>\$158.00</b>
<b>Engineer/Sr Const Rep</b>			
Ben Jambor	Const Rep III	\$101.00	100%
		<b>Blended Rate:</b>	<b>\$101.00</b>
<b>Construction Rep I</b>			
Dave Smith	Construction Representative I	\$79.00	100%
		<b>Blended Rate:</b>	<b>\$79.00</b>
<b>Technician</b>			
Mark Tisinger	Technologist II	\$73.00	100%
		<b>Blended Rate:</b>	<b>\$73.00</b>
<b>Environmental Scientist</b>			
Sarah Miller, WSIT	Project Scientist I	\$79.00	100%
		<b>Blended Rate:</b>	<b>\$79.00</b>
<b>Land Surveyor</b>			
John Egger, RLS	Senior Surveyor	\$101.00	100%
		<b>Blended Rate:</b>	<b>\$101.00</b>
<b>Survey Party Chief</b>			
Joe Haas, SIT	Party Chief	\$73.00	50%
John Egger, RLS	Senior Surveyor	\$101.00	50%
		<b>Blended Rate:</b>	<b>\$87.00</b>
<b>Survey Technician</b>			
Jeremy Kuck	Technologist II	\$79.00	100%
		<b>Blended Rate:</b>	<b>\$79.00</b>
<b>Administrative</b>			
Dianne Bruckner	Division Administration Assistant II	\$62.00	100%
		<b>Blended Rate:</b>	<b>\$62.00</b>

TASKS	PERSONNEL CLASSIFICATIONS											Total	
	PM	SENG	SCR	CR1	TECH	SCI	RLS	SPC	ST	ADM	Total		
<b>I. Project Management and Coordination</b>	<b>40</b>										<b>16</b>	<b>56</b>	<b>\$7,376.00</b>
1.0 Project Management	40										16	56	
<b>II. Meetings</b>	<b>52</b>	<b>12</b>										<b>64</b>	<b>\$10,195.20</b>
2.1 Pre-Bid Meeting	6	2										8	
2.2 Pre-Construction Meeting	2	2										4	
2.3 Construction Progress Meetings													
2.4 Public Meeting (If Required)	4	2										6	
2.5 Trips to Site (Travel Time) for Meetings	40	6										46	
<b>III. SWPPP Inspections/Manual Updates</b>				<b>8</b>								<b>8</b>	<b>\$632.00</b>
3.1 Conduct Inspections				4								4	
3.2 Update SWPPP Manual													
3.3 Trips to Site (Travel Time) for SWPPP Inseptions				4								4	
<b>IV. Construction Survey/Staking</b>							<b>70</b>	<b>178</b>	<b>58</b>			<b>306</b>	<b>\$27,138.00</b>
4.1 Provide coordination of staking needs with Contractor							16					16	
4.2 Verify and re-establish, if necessary, the survey control							2	4	4			10	
4.3 Stake limits of construction throughout project							6	20	20			46	
4.4 Mark removal limits. Stake ROW and Easements													
4.5 Provide slope stakes for grading							4	20	20			44	
4.6 Provide paving hubs, rough grade stakes							30	60				90	
4.7 Provide structure/sewer hubs, rough grade stakes							4	20				24	
4.8 Stake silt fence													
4.9 Verify existing tie-in elevations and adjust pavement grades								2	2			4	
4.10 Stake special features							4	20				24	
4.11 Trips to Site (Travel Time) for Construction Survey/Staking							4	32	12			48	
<b>V. Construction Inspection</b>	<b>81</b>	<b>30</b>		<b>1170</b>			<b>8</b>					<b>1289</b>	<b>\$110,729.60</b>
5.1 Construction Inspection	45	30		900			4					979	
5.2 Measure, calculate, and document quantities	18											18	
5.3 Maintain records/data/progress reports	18			90								108	
5.4 Trips to Site (Travel Time) for Construction Inspection				180			4					184	
<b>VI. Perform Material Sampling and Testing</b>	<b>8</b>				<b>32</b>							<b>40</b>	<b>\$3,612.80</b>
6.1 Material Cert Documentation					8							8	
6.2 Field Testing - Hold Time					8							8	
6.3 Lab Testing													
6.4 Testing Review & Reporting	8											8	
6.5 Trips to Site (Travel Time) for Testing					16							16	
<b>VII. As-Built Drawings</b>				<b>40</b>								<b>40</b>	<b>\$3,160.00</b>
As-Built Draw ings				40								40	
<b>VIII. Final Inspection</b>				<b>50</b>								<b>50</b>	<b>\$3,950.00</b>
8.1 Walkthrough and Preparation of Punch List				10								10	
8.2 Punch List				40								40	
<b>IX. Project Closeout</b>				<b>40</b>								<b>40</b>	<b>\$3,160.00</b>
Project Closeout				40								40	
<b>Total Days</b>	<b>22.6</b>	<b>5.25</b>		<b>157</b>	<b>4</b>	<b>1</b>	<b>8.75</b>	<b>22.3</b>	<b>7.3</b>	<b>2</b>		<b>230.4</b>	
<b>Total Hours</b>	<b>181</b>	<b>42</b>		<b>1258</b>	<b>32</b>	<b>8</b>	<b>70</b>	<b>178</b>	<b>58</b>	<b>16</b>		<b>1,843.0</b>	<b>\$166,003.60</b>



**Example Expense Costs** - Expenses shown below are examples, and may not represent approved rates.

<b>Subconsultants:</b>			<b>Amount</b>	
IMA Sub, Inc. <i>(don't forget to include supporting info such as sub proposal/scope)</i>			\$2,300.00	
<b>Subtotal</b>			<b>\$2,300.00</b>	
<b>Printing and Reproduction:</b>		<b>Qty</b>	<b>Unit Cost</b>	<b>Amount</b>
86 - 34"x22" plan sheets plotted 2 times @ \$1.50/plot		172	\$1.50	\$258.00
86 - 11"x17" half size plan sheets plotted 10 times @ \$0.08/sheet		860	\$0.08	\$68.80
10 displays, 32"x40" @ \$1.70/SF mounted		88.89	\$1.70	\$151.11
5,000 black & white copies @ \$0.05/sheet		5000	\$0.05	\$250.00
2,000 color copies @ \$0.18/sheet		2000	\$0.18	\$360.00
<b>Subtotal</b>			<b>\$1,087.91</b>	
<b>Mileage/Travel:</b>		<b>Qty</b>	<b>Unit Cost</b>	<b>Amount</b>
2 trips to Lincoln @ 120 mi/trip		240	\$0.575	\$138.00
6 trips to Public Works Department @ 14 mi/trip @ \$0.575/mi		84	\$0.575	\$48.30
4 trips to project site @ 24 mi/trip		96	\$0.575	\$55.20
10 miles traveled on the project site @ \$0.575/mi		10	\$0.575	\$5.75
<b>Subtotal</b>			<b>\$247.25</b>	
<b>Lodging/Meals:</b>		<b>Qty</b>	<b>Unit Cost</b>	<b>Amount</b>
Hotel (16 nights @ \$102/night)		16	\$102.00	\$1,632.00
Meals (16 days @ \$61/day)		16	\$61.00	\$976.00
<b>Subtotal</b>			<b>\$2,608.00</b>	
<b>Other Miscellaneous Costs:</b>		<b>Qty</b>	<b>Unit Cost</b>	<b>Amount</b>
Miscellaneous Postage, Mailing, Deliveries Etc.		1	\$125.00	\$125.00
<b>Subtotal</b>			<b>\$125.00</b>	

AGENDA ITEM \_\_\_\_\_

**CITY OF NEBRASKA CITY  
MAYOR AND COMMISSIONER REPORT  
FEBRUARY 15, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT TO LEASE AGREEMENT BETWEEN UPN & NCU (SYR. HUT)	CITY COUNCIL MEETING	CITY ATTORNEY

## Nebraska City

### **SYNOPSIS:**

Amending terms to Lease Agreement between UPN Communications and Nebraska City Utilities. See Background for further details.

### **FISCAL IMPACT (if any):**

None. Potential protection for City from claims for future real estate taxes.

### **RECOMMENDATION:**

Approval of Amendment as drafted.

#### RECOMMENDED MOTION (IF ANY):

“I move that we approve Amendment No. 1 to UPN Communications Lease Agreement with Nebraska City Utilities, and authorize the Mayor to sign.”

### **BACKGROUND:**

The City Council approved a lease agreement between the Utilities and Unite Private Networks for the construction and placement of a communications hut on the Utilities property just north of Syracuse on Highway 50. UPN requested an amendment to the agreement to specify that it can have access to the hut 24 hours per day, seven days a week. The City then requested that we also add language regarding UPN’s obligation to pay real estate taxes, if any are imposed by the Assessor due to the income being produced by the rental agreement. The final proposed amendments are as follows:

- Section 6, Term: Originally, we had an initial 5 year term with 5- 5 year auto renewals with each party having the right to terminate after each 5 year term. UPN requested this be modified to an initial term of 20 years followed by 2- 5 year renewal terms because UPN’s Hut will be used to support UPN Customers who have 20 year contracts followed by 2-5 year renewals. They wanted the lease term to match. We countered with a proposal, as drafted for the 10-year term and renewals.
- Section 8: UPN requested a reduction of the rent increase for each 5 year period from 15% to 5%. We agreed with the modification of the increase so long as they’d agree to the addition of language protecting the City from the potential payment of any real estate taxes.
- Section 10, Access to Premises: 24x7x365 access.

Nebraska City

**AMENDMENT NO. 1 TO LEASE AGREEMENT**

This is Amendment No. 1 (“Amendment”) to that certain Lease Agreement dated November 2, 2015 (“Agreement”) by and between City of Nebraska City, NE, d/b/a Nebraska City Utilities (“Lessor”) and Unite Private Networks, LLC (“UPN”).

**I. Background**

- A. Lessor and UPN previously entered into the Agreement wherein Lessor granted leaseholds rights to UPN in order for UPN to place a 10’ by 14’ Semi-Permanent Telecommunications hut on property owned by the Lessor which is more specifically described within the Agreement.
- B. Lessor and UPN desire to amend the Agreement as set forth in this Amendment as follows:

**II. Amendment**

- A. Section 6, Term, shall be deleted in its entirety and replaced with the following:

“This Agreement shall continue in effect for a period of ten (10) years from the date hereof. At the end of the term, this Agreement may be automatically extended and renewed without notice for up to one additional ten (10) year term and then two additional five-year terms (“Renewal Terms”). Either party may elect to terminate this Agreement as of the end of the initial term or a renewal term by giving written notice to the other party not less than six (6) months prior to the expiration of the initial term or any renewal term. UPN shall also have a limited right of early termination, where it may, at any time during the term of this Agreement and for any reason, terminate the lease and vacate the Premises with ninety (90) written days’ notice to Lessor, but UPN shall have no right to a refund or compensation for any rent already paid.”

- B. Section 8 shall be deleted in its entirety and replaced with the following:

“Notwithstanding anything set forth in Section 7 to the contrary, effective upon the execution of this Agreement, rent shall be paid in equal monthly installments of Six Hundred Eighty-Two and 50/100 Dollars (\$682.50), and shall continue during the term (until increased as set forth herein), partial months to be prorated, in advance. The rent shall be increased sixty (60) months after the effective date, and each subsequent sixty (60) month period thereafter, by five percent (5%) of the then current rent amount.

Lessee shall pay any and all taxes levied on Lessee’s personal property located or installed on the premises. Lessor’s real property is currently exempt from property taxes, therefore should any taxes be levied or imposed upon the Lessor because it has entered into this Lease Agreement, the Lessee shall be responsible for the payment of such taxes before the same become delinquent.”

- C. Section 10, Access to Premises, Common Areas and Force Majeure, shall be added to include the following:

“UPN shall have 24x7x365 unrestricted access to the Premises and Hut.”

**III. General**

- A. Other than as set forth above, the Agreement remains unchanged and in full force and effect.
- B. If there is a conflict between the terms of the Agreement and this Amendment, this Amendment will control unless otherwise stated in the Amendment.

This Amendment executed by the authorized representatives of Lessor and UPN incorporates the terms and conditions of the Agreement.

Nebraska City

UNITE PRIVATE NETWORKS, LLC

City of Nebraska City, NE, d/b/a Nebraska City Utilities

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

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

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

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

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

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

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

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