

Nebraska City
A G E N D A
City Council Meeting
March 7, 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 15, 2016 City Council Meeting
 4. Accepting the report of new claims against the City and approving disposition of claims set for the period of February 13, 2016 to March 4, 2016
 5. Approve [SDL](#) to Hermann Tyson – Bings Sports Bar for Fund Raiser Event at NC Softball Complex on April 29, 2016 from 2pm to midnight and April 30, 2016 from 8am to midnight with rainout date of 5/1/16
 6. Approve request from NC Youth [Wrestling](#) to allow parking on both sides of Steinhart Park Road on March 13, 2016 for Annual Wrestling Tournament
 7. Approve BPW recommended Electric Work Order# [198](#) in the estimated amount of \$10,467.45 for Providing power to the existing building and new addition of the Church of Christ at 1102 S 11th Street
 8. Approve State of Nebraska Department of Economic Development [Community](#) Development Block Grant Program 2nd Amendment to Contract No. 13-CIS-103 and authorize Mayor to sign
 9. Consider approval of [Release](#) of Lien for properties located at 1502 5th Corso, 1205 S. 15th St. and 1422 12th Corso
 10. Consider approval of Sludge Application Permit for Gordon Andersen and the City of Omaha
11. PROCLAMATIONS AND PRESENTATIONS
Proclaim Month of March, 2016 as Problem Gambling Awareness Month
Proclaim March 18, 2016 as Natural Gas Utility Workers Day

NEW BUSINESS

12. Consider approval of [scoreboard](#) replacement for Steinhart Park middle diamond by the NC Ball Field Improvement Association
13. Consider approval of Police Department I.T [Contract](#) with ATS
14. Resolution 2694-16; Change to City [Personnel](#) Policy Manual
15. Ordinance 2976-16; Amending the Code definition of "sexual [predator](#)" used for residency restrictions
16. Consider approval of three year agreement with [Continuum](#) EAP (Employee Assistance Program)
17. Discussion/Action on awarding the [bid](#) to ME Collins for construction of the South 11th Street Project and consideration for BPW recommendation on the Water Main option
18. Ordinance 2977-16; An Ordinance providing for the Issuance of Street Improvement [BANS](#) for Street Improvement District No. 2016-1 in the amount of \$2,020,000.00
19. Resolution 2695-16; Approve Final Design Services Agreement, Supplement No. 2 for 4th Corso [Viaduct](#) Project and authorize Mayor to sign
20. Resolution 2696-16; Approve NDOR [Program](#) Agreement, Supplement No. 2 for Steinhart Trail Project, ENH-66(34) and authorize Mayor to sign
21. Resolution 2697-16; Approve [Professional](#) Service Agreement with The Schemmer Associates, Inc. for Steinhart Trail Project, ENH-66(34) and authorize Mayor to sign

22. ADJOURNMENT

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City
CITY OF NEBRASKA CITY, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
February 15, 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 15, 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, Library Director Rasmus Thoeners and Public Properties Director/Zoning Director Dan Giittinger.

Mayor Bequette moved to approve the following consent items:

Approval of Minutes from the February 1, 2016 Meeting.

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.

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.

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

CLAIMS LIST					
February 15, 2015					
Adkins Signs	Sup	158.00		Matheson Tri-Gas, Inc.	Sup 79.78
Alamar Uniforms	Unif	74.14		Mercer's Do-It-Best	Sup 273.88
American Recycling &	Contr	184.50		Milacek Monument	Rep 300.00
Arbor Mart, Inc	Fuel	1127.90		Mullenax Auto Supply	Rep 80.33
AVAC	Contr	172.39		Napa Auto Parts	Sup 63.54
Bill Walters & Son Shop	Rep	246.25		Nationwide	Inv 13978.44
Bohl P&H	Rep	46.62		NC Newspress	Adv 1247.77
Bound Tree Medical LLC	Sup	2153.99		NC Utilities	Util 7733.51
Jenni Brant Ceramics	Adv	160.00		NE Department of Rev	Sls Tax 204.31
Bridgestone Golf, Inc.	Mdse	382.59		NE Dept of the Treasury	Tax 1187.59
Brown Glass Company	Rep	138.00		NE Liquor Control Com	Dues 45.00
Brown's Shoe Fit Co	Unif	119.00		NE Salt and Grain Co	Sup 3279.00
BSN Sports	Sup	110.98		North Central EMS Corp	Dues 75.00
Burr Farms Machinery	Rep	238.24		O'Reilly Auto Parts	Sup 49.98
Callaway Golf	Mdse	4239.80		Omaha Tractor, Inc.	Sup 219.25
Capital Business Syst	Contr	158.84		Otoe County Clerk	Contr 4423.46
Card Services	Misc	552.76		Paper Tiger Shredding	Garbage 35.00
Casey's General Stores	Fuel	199.44		Payroll	Payroll 95377.65
Consolidated Manag	Training	195.50		Productivity Plus	Rep 5380.88
Creative Product Sourc	Sup	558.51		Purchase Power	Pstge 402.50
Douglas Tire Co.	Rep	966.89		River View Pest Control	Contr 40.00
Eakes Office Solutions	Sup	356.28		Shell	Fuel 1484.59
Eggers Brothers, Inc.	Rep	147.82		Soley, H.	Rfnd 25.00

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

EMS Billing Services, Inc	Contr	6195.45	Thurman's Bike & Sport	Unif	24.00
Fastenal Company	Sup	24.00	Tree City Tees	Rep	27.75
Fireguard	Rep	2241.13	Tyl Facility Solutions	Sup	1926.84
First Wireless	Sup	282.00	UHC	Ins	65407.79
Gatehouse Media	Adv	462.73	Unifirst Corporation	Contr	53.77
Dan Giittinger	Mileage	115.26	Van Wall Turf & Irrig	Sup	378.93
Guardian	Ins	4329.59	Verizon Wireless	Tele	14.06
Hornung's Golf Products	Mdse	100.12	Video Home Theater	Misc	24.00
Ideal Pure Water	Sup	63.95	Westlake Ace Hardware	Sup	22.48
Larson Motors	Rep	153.44	Windstream,Inc.	Tele	1535.95
Lincoln Financial Group	Ins	2721.55			

Mayor Bequette brought forward the appointment of Kiel VanderVeen to the Board of Public Works. Upon roll call the following voted YES: Glover, Johns, Stark and Mayor Bequette. Voting NO: None. Abstain: Crunk. Motion passed.

Mayor Bequette opened the Public Hearing on use of LB840 funds for Nebraska City Tourism and Commerce in the amount of \$5,000.00 to develop Phase 1 of a Destination Tourism Plan for Nebraska City. Dan Mauk, Executive Director of NCAEDC and Amy Allgood, Director of Nebraska City Tourism and Commerce, spoke about the application. Mr. Mauk explained the Economic Development Committee recommended the application for approval. 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.

Treasurer's report was given, as of January 31, 2016, Total Nebraska City funds of \$8,381,506.13. Total Cash and Reserve for Nebraska City Utilities of \$16,164,830.43. Total of City of Nebraska City funds \$24,546,336.56.

Council acknowledged receipt of City Administrator Report.

Council acknowledged receipt of Utility Financial Report for period ending December 31, 2015.

Council acknowledged receipt of Utility Claims for period ending January 31, 2016.

Commissioner Stark gave an update on the aquatic center.

Moved by Commissioner Johns and seconded by Crunk to approve 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. Mayor Bequette declared a conflict of interest, since he is a member of the Knights. Upon roll call, the following voted YES: Stark, Glover, Crunk and Johns. Voting NO: None. Abstain: Mayor Bequette. Motion carried.

Moved by Johns and seconded by Glover to approve the Application from NCTC in the amount of \$5,000.00 to develop a Phase 1 of a Destination Tourism Plan for Nebraska City and authorize the Mayor to sign the Grant Agreement. Upon roll call, the following voted YES: Stark, Crunk, Glover, Johns and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Stark and seconded by Johns to approve the request from Ted Beilman for permission to file for a USDA Rural Development Grant not to exceed \$20,000.00 for the Nebraska City Veterans Memorial Building project and for the City to act as a conduit for the funds. Ted Beilman explained the grant. Upon roll call, the following voted YES: Crunk, Glover, Johns, Stark and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Stark and seconded by Mayor Bequette to approve the final Comprehensive Development Plan from Olsson Associates. Upon roll call, the following voted YES: Glover, Johns, Crunk, Stark and Mayor Bequette. Voting NO: None. Motion carried.

Commissioner Crunk left the meeting at 7:33 P.M.

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

Moved by Stark and seconded by Johns to approve the out-of-scope services invoice in the amount of \$25,433.06 and authorize the Mayor to sign the Letter Agreement which will allow for billing in next budget fiscal year. Courtney Dunbar, Avery Oltmans and Jessica Sock, of Olsson Associates, explained the situation which led to these expenses. Amy Allgood, of NCTC, also spoke of the situation. Upon roll call, the following voted YES: Johns, Stark and Mayor Bequette. Voting NO: Glover. Motion carried.

Moved by Mayor Bequette and seconded by Johns to approve with Alfred Benesch Company the Construction Engineering Agreement for South 11th Street project. Upon roll call, the following voted YES: Stark, Glover, Johns and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Mayor Bequette and seconded by Glover to approve Amendment No. 1 to UPN Communication Lease Agreement with Nebraska City Utilities and authorize Mayor to sign the same. Upon roll call, the following voted YES: Stark, Johns, Glover and Mayor Bequette. Voting NO: None. Motion carried.

Commissioner Glover gave a summary of the 4th Corso Finance Committee meeting and Mayor Bequette gave a summary of the 4th Corso Safety Committee meeting. Commissioner Glover announced the next Finance Committee meeting will be held at City Hall on March 14th at 6:00 PM. Mayor Bequette said the Safety Committee had added new members, Linda Wilberger and Pat Wehling. Mayor Bequette announced the next Safety Committee meeting will be held at City Hall on March 14th at 5:00 PM.

Meeting Adjourned at 8:04 P.M.

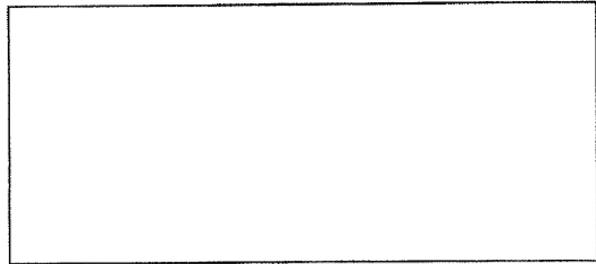
AFFIDAVIT

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.

Mark E. Marcotte, City Clerk-Treasurer

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) I - 102374

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

NAME: Hermann, Tyson - Bings Sports Bar

ADDRESS: 704 Central Ave

CITY Nebraska City, NE ZIP 68410

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

BUILDING NAME Nebraska City Softball Complex

ADDRESS: 1900 Frontage Road 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

Nebraska City

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

Date <u>4/29/2016</u>	Date <u>4/30/2016</u>	Date	Date	Date	Date
Hours From <u>2:00 PM</u>	Hours From <u>8:00 AM</u>	Hours From	Hours From	Hours From	Hours From
To <u>Midnight</u>	To <u>Midnight</u>	To	To	To	To

- a. Alternate date: 5/1/2016 from 9:00AM To Midnight
- b. Alternate location: None
(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** _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** 400 x 700

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

see Attached

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)

I.D.'s will be checked at gate, then banded. We are using 2 different colors for wrist bands (one for minors, the other for adults). We will have security patrolling the premises.

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

Nebraska City

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: No

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 Tracy Ottens

Signature of Event Supervisor Tracy Ottens

Event Supervisor phone: Before 402-209-0419 During 402-209-0419

Email address +tyson72@hotmail.com

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.

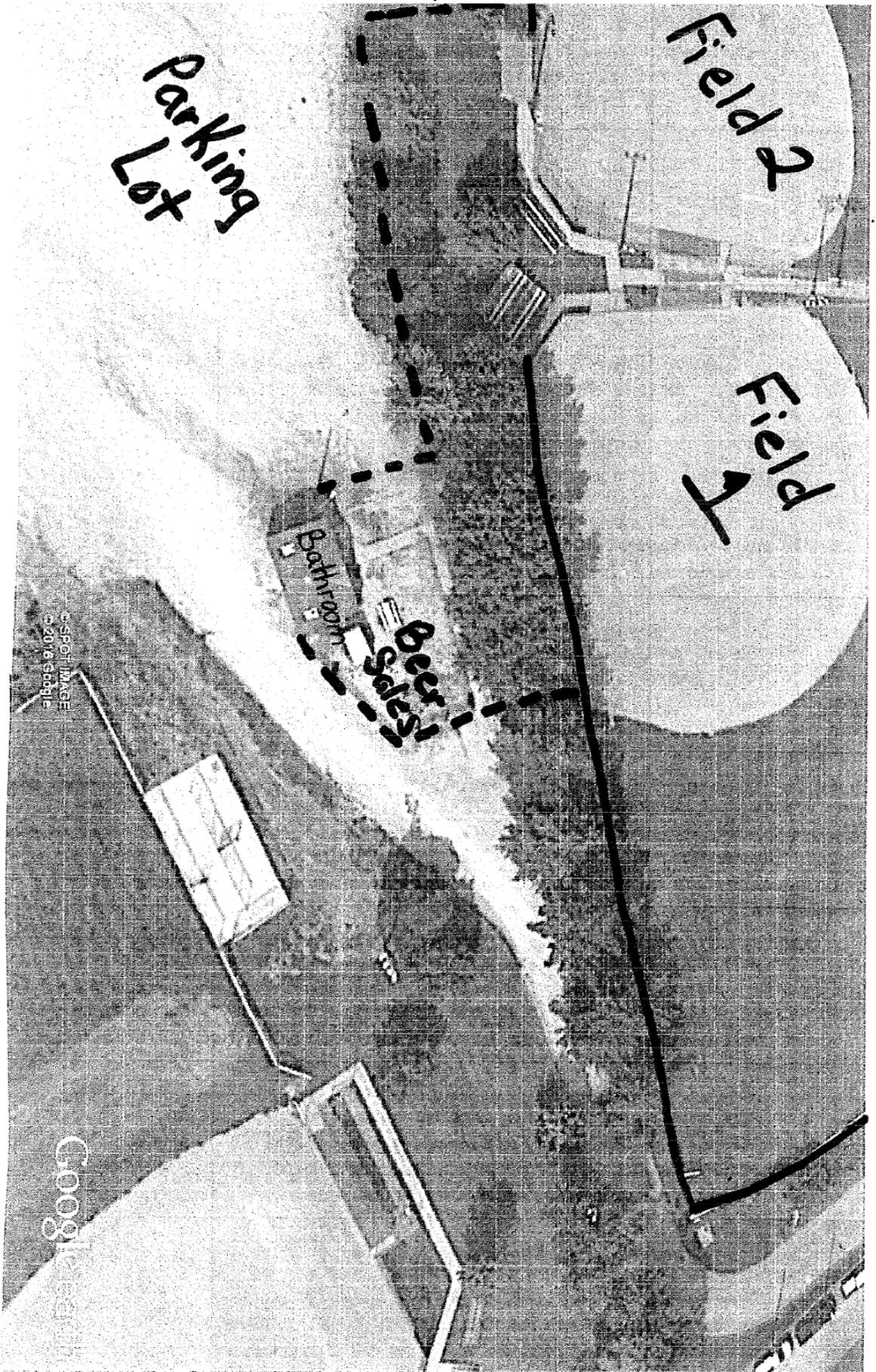
sign here Tyson Hermann owner 3-1-14
Authorized Representative/Applicant Title Date

Tyson Hermann
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.

- Chain Link Fence
- - - Snow Fence



CITY OF NEBRASKA CITY

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



Home of Arbor Day

REQUEST FOR ITEM TO BE PLACED ON AGENDA or PUBLIC INFORMATION

*Your request will be reviewed and possibly scheduled for a future meeting,
or forwarded to CITY STAFF for appropriate action.*

NAME: Jeff Walters / nebraskacity youthwrestling
ADDRESS: 2338 Central Ave
TELEPHONE: 402-209-2796
EMAIL ADDRESS: _____

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

ITEM TITLE: _____

EXPLANATION OF REQUEST:

for our annual wrestling tournament. to allow parking on
Steinhart Park Road on both sides on March 13th

ACTION REQUESTED:

To allow parking on Steinhart PK Rd
on both sides March 13th

Will this item require the expenditure of funds: Yes No Estimated Amount: _____

Council meetings are held on the 1st and 3rd Mondays of every month. All requests for having an item on the Agenda must be submitted by noon on the Thursday preceding the Council meeting. For other meetings check with the City Clerk's Office. Once a request is received, the Administration will review it and determine whether or not it requires Council or Committee action, or whether it is an item that can be handled by staff.

Nebraska City

BOARD OF PUBLIC WORKS
NEBRASKA CITY, NEBRASKA

March 2, 2016

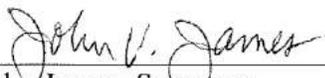
The Honorable Mayor and
Members of the City Commission
Nebraska City, Nebraska 68410

The Board of Public Works respectfully recommends the approval of Electric Work Order #198 in the estimated amount of \$10,467.45 to provide for the installation of a single phase 4160 Volt primary electric line extension and setting of padmount transformer for providing power to the existing building and new addition of the Church of Christ at 1102 South 11th Street.

In accordance with Nebraska City Utility Policy, the customer will provide for an estimated \$2,960.51 cost of this installation.

Respectfully submitted,

BOARD OF PUBLIC WORKS



John James, Secretary

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:

Date

Mark Marcotte, City Clerk/Treasurer

Nebraska City



Pete Ricketts
Governor

STATE OF NEBRASKA

DEPARTMENT OF ECONOMIC DEVELOPMENT

301 Centennial Mall South
P.O. Box 94666
Lincoln, Nebraska 68509-4666 USA

Phone (402) 471-3111
Toll Free (800) 426-6505
Fax (402) 471-3778
Statewide Relay (800) 833-0920 (voice)
www.neded.org

February 18, 2016

Bryan Bequette, Mayor
City of Nebraska City
1409 Central Ave
Nebraska City, NE 68410

RE: Community Development Block Grant (CDBG) 13-CIS-103 / City of Nebraska City
Transmittal of 2nd Contract Amendment

Dear Mayor Bequette:

An amendment to the current contract 13-CIS-103/City of Nebraska City has been prepared to extend the termination date stated in the original contract. The termination date has been extended to April 30, 2016.

Enclosed are two copies of the Contract Amendments. After reviewing the amendments, please execute both copies by signing and returning to this department. One copy will be returned to the City for record keeping.

If you have any questions regarding this information contact me, your Program Representative, at 402-471-3775, or by e-mail at heather.voorman@nebraska.gov. The principal contact for all grant related matters is your Program Representative.

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Voorman".

Heather Voorman
Community Development Coordinator
Housing and Community Development Division

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2nd AMENDMENT TO CONTRACT NO. 13-CIS-103**

This contract 2nd amendment is entered into between the State of Nebraska Department of Economic Development ("Department"), and the City of Nebraska City, Nebraska ("Grantee"), upon the date of signature by both parties.

RECITALS:

A. The parties have previously contracted via a 12-page contract, numbered 13-CIS-103, which was variously dated July 28, 2014 (by Department) and July 22, 2014 (by Grantee), and which has a time of performance specified as 12 months from June 23, 2014 ("Original Contract").

B. The Original Contract allows for amendments of its terms at §4.04.

C. The parties have previously amended the Original Contract via a 2-page amendment, dated September 15, 2015, (by Department), and September 10, 2015, (by Grantee), ("1st Amendment").

D. The parties have reached agreement to amend the Original Contract in order to extend the termination date of the contract to April 30, 2016.

AGREEMENT:

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

The following provisions of the Original Contract, indented below for clear identification, are amended as shown, by:

- deleting the original language shown in strikethrough format for those changes associated with the 1st Amendment already accomplished [example],
- deleting the original language shown in double-strikethrough format for those changes associated with the instant 2nd Amendment [example],
- inserting the new language shown in underlined format for those changes associated with the 1st Amendment already accomplished [example],
- inserting the new language shown in double-underlined format for those changes associated with the instant 2nd Amendment [example].

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Amendments to Original Contract.

§1.02 Time of Performance.

The period covered under this contract will be ~~12 months~~ from June 23, 2013 ~~to December 23, 2015~~ to April 30, 2016. The termination date of this contract will be June 23, 2015 ~~December 23, 2015~~ April 30, 2016. All of the required activities and services, except for administration and audit, will be completed by or before this date.

All other provisions of the Original Contract, including changes in the Original Contract made in the 1st Amendment which are not changed by this 2nd Amendment, remain in effect.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this instrument and agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	GRANTEE → City of Nebraska City, Nebraska
By: _____ (Director or Designee)	By: _____ (Signature of Chief Elected Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)
	<u>47-6006287</u> (Federal Identification Number)

CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016
Agenda Item: # _____
Submitted By: Mark Marcotte

A. Synopsis of Issue:

- a. Release of Liens filed on properties which have been paid in full

B. Options:

- a. Allow for release of all 3 liens

C. Fiscal Note:

- a. Minimal cost – Filing fees of \$30 total

D. Recommendation:

- a. Allow for release of Liens

b. Recommended Motion:

- i. Move to approve release of Lien for properties located at 1502 5th Corso, 1205 S. 15th Street and 1422 12th Corso

E. Background:

- a. 1502 5th Corso – Mowing Assessment – Lien filed in 2013 – Paid in full
- b. 1205 S. 15th Street – Paving District 2013-1 Assessment – Lien filed 2016 – Paid in full
- c. 1422 12th Corso – Paving District 2013-1 Assessment – Lien filed 2016 – Paid in full

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

CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: _____ March 7, 2016__

Agenda Item: # _____

Submitted By: _____ Scooter Edmisten, Director of Parks and Recreation; Grayson Path, City Administrator.

A. Synopsis of Issue:

- a. Consideration of replacing the scoreboard on the Middle Field at Steinhart Park. Proposal is to serve as the "pass through" partner for the Ballfield Improvement Committee.

B. Options:

- a. Serve as the pass through partner for the Ballfield Improvement Committee and accept the donation of a new scoreboard for the Steinhart Middle Field.
- b. Deny serving as the pass through partner and replace the scoreboard ourselves, thus incurring all costs.
- c. Do nothing

C. Fiscal Note:

- a. The bid price on the scoreboard is \$3,625.04 including freight. This was not budgeted for, but the Ball field Improvement Committee will reimburse the City for this amount. By serving as the pass through for them it helps facilitate the purchase and saves the sales tax that would otherwise be incurred.
- b. The City will have an estimated \$300-400 investment in electrician fees to hook it up once it is installed. That expenditure will fall under line 10-52-5122 Ball field Maintenance which currently has a line balance of \$10,000. (The committee is seeking a donation of these services, so there may not be any cost to the City).

D. Recommendation:

- a. Accept the donation of the scoreboard and serve as the pass through for the Ball field Committee.
- b. **Recommended Motion:**
 - i. Motion that the City accept the donation of the scoreboard for the Steinhart Middle Field , (serve as the pass through for the Ball Field Improvement Committee) and proceed with it's installation.
- c. **Background:**
- d. The current scoreboard was a donated item from Coca Cola approximately 17 years ago and is at the end of it's useability. (Parts are no longer available to repair it). This is a generous donation from a group that is working diligently with the City to improve all Ball Field facilities.

Nebraska City



QUOTATION

Account Name	City of Nebraska City	Created Date	2/2/2016
Quote Number	00049065	Expiration Date	3/31/2016
Contact Name	Patrick Wehling	Prepared By	Matthew Frey
Title	Nebraska City Fall Field Improvement Association	Title	Display & Scoring Consultant
Phone	(402) 873-5485	Phone	(618) 659-7506
Email Address	wehlinginsurance@neb.rr.com	Fax	(618) 659-1821
		Email Address	mfrey@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D
1.00	1610	Baseball/Softball LED Scoreboard	10'x4'x8"
1.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	0.3'x0.5'x0.1'
1.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"
1.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit	

Ttl Shipping Wt (lbs)	255	Subtotal	\$3,437.10
County	Otoe	Freight	\$187.94
		Total	\$3,625.04

Additional Notes

Installation not included.

Thanks, Matthew.

Nebraska City

Billing/Shipping Information

Bill To Name	City of Nebraska City	Ship To Name	City of Nebraska City
Bill To	1409 Central Avenue Nebraska City, NE 68410 USA	Ship To	Nebraska City, NE

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Credit terms determined upon receipt of purchase order. Shipping terms are F.O.B. Greenville, IL USA.

Scoreboards and Message Centers are UL Listed and come with our free 5-year guarantee. Wireless components, UltraScore Portable Scoreboard and Solar Power Kit carry a 2-year guarantee. Hand-held controls and switches carry a 1-year guarantee.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

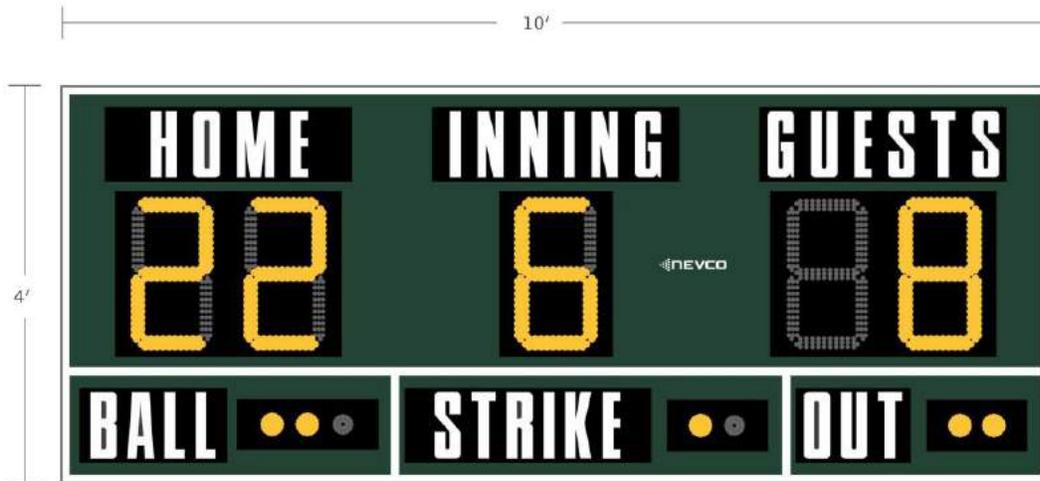
Purchase Order Address	Nevco, Inc. 301 East Harris Ave Greenville, IL 62246-2151	Remit To Address	Nevco, Inc. 7957 Solution Center Chicago, IL 60677-7009 800.851.4040 / 618.664.0360
---------------------------	---	------------------	--

Quote Acceptance

Signature _____ Title _____
Name _____ Date _____

PROOF INCLUDES:

- Model 1610 LED Scoreboard
1-side: 10'W x 4'H x 8"
Scoreboard Color: #74 Forest Green
Digit Color: Amber



This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and or pillars are for illustration only. Engineering specifications may require changes in quantity, size and or shape.

CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: 03/07/2016

Agenda Item: # _____

Submitted By: Chief Lacy

Synopsis of Issue: Approval of, and bring up to date the Contract with Action Technologies Services for I.T. support for the Nebraska City police department covering the calendar year Nov. 2015-Oct. 2016..

- a. This issue of renewing this contract usually occurs during the City's 2nd Council meeting in December, or 1st Council meeting in January. However, this year, the contract was on hold until the disposition of the fiber optic connection at the police department was being studied.

F. Options: Agree to the renewal / Deny renewal

- a. If the renewal is agreed upon, NCPD will continue to use their services with no disruption of our mission. Should the contract be denied, the City would need to seek another I.T. support services to maintain our current system and equipment being used.

G. Fiscal Note: \$3,100.00

- a. This cost presented tonight, covers-Annual software contract fee (\$1,350.00) Annual disaster contract fee (\$150.00) Dec 2015-Feb.2016 monthly fees (\$1200). This payment would bring the City and ATS up to date on this contract. The next billing would incur as our monthly fee for the month of March 2016 through out the remainder of this contract.

H. Recommendation: I respectfully request at this time to approve this contract, and to present payment to ATS to bring this contractual agreement and monthly billings up to date.

- a.
- b. **Recommended Motion:** To renew, and allow Chief Lacy to and enter into contract with Action Technology Services for the 2015-2016 contractual calendar governing I.T. support with ATS.
 - i.

I. Background:

- a. My records indicate Action Technology Services has provided these services since 2006, to NCPD. They continue to work with and for us, and are still providing services at this time even without a contractual agreement being signed.

Nebraska City

RESOLUTION NO. 2694-16

WHEREAS, the Mayor and Commissioners of the City of Nebraska City, Nebraska, have previously adopted and revised a Personnel Manual for the employees of the City of Nebraska City, and,

WHEREAS, the Personnel Manual is periodically updated as needed to reflect the current policies of the City affecting its employees, and

WHEREAS, the City administration and Department Heads are recommending changes to certain provisions of the Manual to make the Manual consistent with the City's current practice on drug testing of new hires and also to allow lifeguards to be no less than fifteen (15) years of age.

NOW THEREFORE, Be It Resolved by the Mayor and Commissioners of the City of Nebraska City:

Section 1. That Section 2.1 of the Personnel Manual of the City of Nebraska City, Nebraska last revised May 4, 2015, is hereby amended to read as follows:

“SECTION 2: EMPLOYMENT POLICIES

2.1 PROCEDURES

(a) Applicants for employment must:

- (1) be citizens of the United States or have filed for citizenship and be able to produce documents to establish identity and employment eligibility as required by the United States Citizenship and Immigration Services Form I-9;
- (2) be at least sixteen (16) years of age, unless applying to be a lifeguard, in which case Applicants must be at least fifteen (15) years of age;
- (3) be physically fit for the performance of the duties of the position for which application is made;
- (4) be subject to a drug test on the first day of employment, unless working in a position which is seasonal or part-time and does not involve the operation of heavy equipment or vehicles;
- (5) be of good moral character.”

Section 2. That such revised Manual, shall be published in pamphlet form with the original to be maintained in the office of the City Clerk-Treasurer, and copies to be made available to all employees of the City.

Passed and Approved this 7th day of March, 2016.

Nebraska City
Bryan Bequette, Mayor

Attest:

Mark Marcotte, City Clerk-Treasurer

CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016
Agenda Item: #_____
Submitted By: David J. Partsch, City Attorney

A. Synopsis of Issue:

- a. Ordinance # _____ amending the Code definition of "sexual predator" used for residency restrictions
- b. The Nebraska State Patrol's classification system referenced in the Code's definition is outdated, so the City needs to update the definition.

B. Options:

- a. Status quo; this leaves our Code's residency restrictions on sexual predators virtually unenforceable.
- b. Update the definition of "sexual predator" as provided by state law.
- c. Delete the code section and have no residency restrictions.

C. Fiscal Note:

- a. No fiscal impact to current City budget.

D. Recommendation:

- a. The City Attorney recommends the Code definition of "sexual predator" be updated to utilize the current definition provided by state law.

E. Background:

- a. Residency restrictions have been enacted in several Nebraska communities, including Nebraska City, pursuant to the Nebraska Sexual Predator Residency Restriction Act of 2006. Neb. Rev. Stat. § 29-4017 requires that local ordinances prescribing where sex offenders may reside must be limited to sexual predators, extend no more than 500' from a school or child care facility, and not apply to a sexual predator who resides within a prison or a correctional or treatment facility operated by the state or a political subdivision; established a residence before July 1, 2006, and has not moved from that residence; or established a residence after July 1, 2006, and the school or child care facility triggering the restriction was established after the initial date of the sexual predator's residence at that location.
- b. Some states' highest courts have found the restrictions to be unconstitutional; however, in *Doe v. Miller*, 405 F.3d 700 (8th Cir. 2005) the 8th Circuit Court of Appeals, which covers Nebraska, upheld such restrictions finding Iowa's 2000-foot statewide restriction to be reflective of Iowa's legitimate intent to enact a nonpunitive, civil regulatory measure that protects health and safety.

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

ORDINANCE NO. 2976-16

AN ORDINANCE AMENDING SECTION 24-156 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 24-156 of the Code of the City of Nebraska City, Nebraska, is hereby amended to read as follows:

Sec. 24-156. - Definitions

For purposes of this article:

- (1) *Child care facility* means a facility licensed pursuant to the Child Care Licensing Act;
- (2) *School* means a public, private, denominational, or parochial school which meets the requirements for state accreditation or approval;
- (3) *Reside* means to sleep, live, or dwell at a place, which may include more than one (1) location, and may be mobile or transitory;
- (4) *Residence* means a place where an individual sleeps, lives, or dwells, which may include more than one (1) location, and may be mobile or transitory;
- (5) *Sex offender* means an individual who has been convicted of a crime listed in Neb. Rev. Stat. Section 29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act; and
- (6) *Sexual predator* means an individual who is required to register under the Sex Offender Registration Act, who has committed an aggravated offense as defined in Neb. Rev. Stat. Section 29-4001.01, and who has victimized a person eighteen (18) years of age or younger.

SECTION 2. REPEAL:

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

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

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 7th day of March, 2016.

Mayor

ATTEST:

City Clerk-Treasurer

CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016
Agenda Item: # _____
Submitted By: Grayson Path, City Administrator

A. Synopsis of Issue:

- a. The City's agreement with Continuum EAP is up for renewal. This is a three year contract from April 1, 2016 – March 31, 2019.
- b. Continuum EAP (Employee Assistance Program) is a non-profit entity designed to 1) provide consultation services for employers in handling employee matters and 2) provide counseling and assessment services for employees and their families.

B. Options:

- a. Approve the agreement as presented (has been reviewed by City Attorney and Administrator).
- b. Discontinue providing an EAP service for the employees and supervisors.
- c. Place this service out for bid. There will be a period without coverage while this is completed.

C. Fiscal Note:

- a. Agreement is for \$1,675.00/year each of the three year contract.
- b. The 2013-2016 agreement was for \$1,875.00.
- c. Agreement was originally going to be \$1,975.00, but after speaking with Gail Sutter I learned that \$300.00 was for a brief presentation held in November/December. Mona and I agreed that this is a task that we can do if necessary. Thus we negotiated the price down to \$1,675.00 which is the same price the NCU pays for their program with Continuum.

D. Recommendation:

- a. Recommended that the City continue providing an EAP service through Continuum for employees and their families, as well as giving the employer access to the services offered.

E. Background:

- a. City has used Continuum EAP since 2004.
- b. EAP has provided us with a statistical report of usage which is attached to this sheet. Specific information is confidential between Continuum and the employee.
- c. Nebraska City Utilities (NCU) renewed their agreement with Continuum last year and they speak very highly of Continuum.

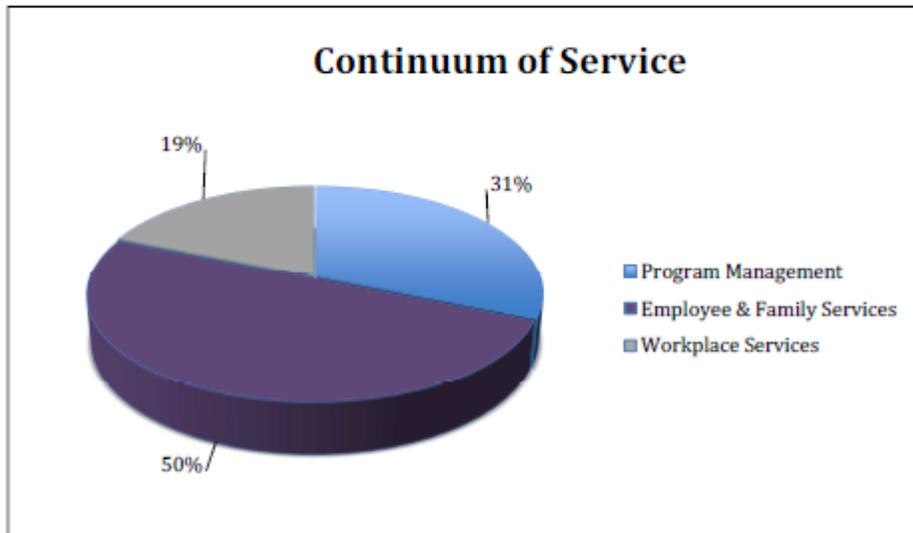
Nebraska City

- d. When asked, there are many communities that use different EAPs. Some like their services and some have changed in recent years. There are certainly many EAPs to choose from. I am not aware of whether these EAPs keep to certain districts or not, but each EAP did seem somewhat localized for that community. No community that I spoke with had ever bid this service out, possibly due to the low annual cost.
- e. The employer (City) receives access to monthly trainings, consulting services on employee performance and discipline matters, conflict resolution assistance, crisis response services, substance abuse assistance, etc.
- f. The employees and their families receive free counseling and problem solving assistance. This leads the employee to referrals to appropriate financial and legal services if needed. Purpose of EAP is to attempt to solve the employee's problem in 0-6 sessions, but if long-term assistance (family, financial, legal, wellness, etc) services are required, provide the employee/family member with the right referral (will have cost, but if referred by Continuum, can be up to 25% discount).
- g. In summary, this is a benefit provided by the City for the employees as an attempt to improve their overall work performance and quality of life from both the employer angle and the employee angle. In reality, employee performance is directly tied to personal matters outside of work. Thus employers offer EAP services to their employees as a benefit and in an attempt to keep employee performance and moral high. The City of Nebraska City utilization has been low in recent years, but I firmly believe that it is because we have forgotten it is available.
- h. City Administration will be conducting a blitz to City staff to remind them that this assistance is available to them and encourage that they reach out to this entity whenever they need assistance.

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

Continuum EAP provides programs and services designed to assist both employees and support the productivity and profitability of employers. Our **Employee Assistance Program** uses a comprehensive approach to accomplish these goals. Through our counseling services, employees and their families have access to assessment, crisis intervention, short-term counseling, wellness coaching, follow-up, and referral. We provide supervisors and managers with **Management Consultation** on how to resolve difficult employee issues using approaches that benefit employees and the organization. Proactive support services such as **Training, Wellness Coaching, Work/Life Resources and Critical Incident Stress Debriefing** enhance City of Nebraska City's ability to take care of and develop their employees and managers.

The graph below illustrates the percentage use of each EAP service:



A total of 32 EAP activities occurred to provide EAP services to the City of Nebraska City.

The data in this report is based on the timeframe of April 1, 2014 to March 31, 2015.

Employee & Family Services

Employees and family members benefit from this free, confidential, and easy access resource. The goal of our EAP services remains the same, helping employees remain healthy, happy and productive.



During this past 12 months, the City of Nebraska City employees were able to access a variety of services. All 5 employees and family members used the EAP Counseling Services. The variety of services available includes:

EAP Counseling

Legal/Financial Services

Work/Life Services

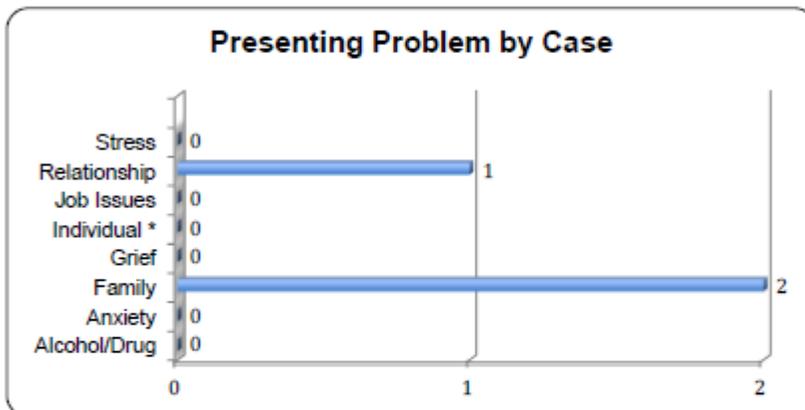
Wellness Coaching

Supervisory Referrals

Employee & Family Services

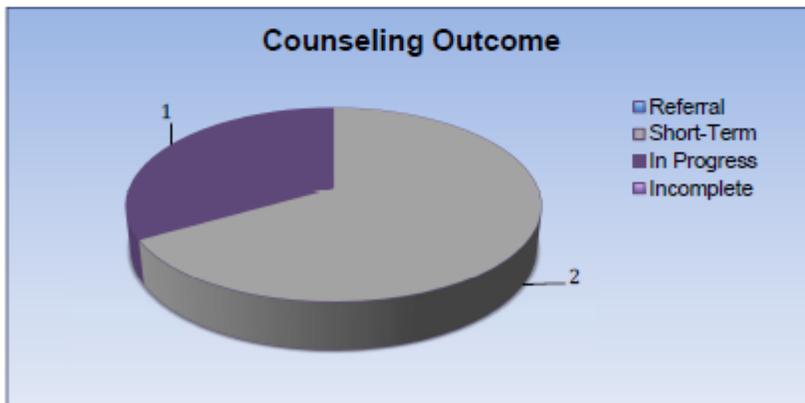
EAP Counseling and Problem Solving Services

Counseling is the cornerstone of EAP services. Our EAP professionals can help assess the issues, determine the next course of action, and if indicated, locate and facilitate referral to longer-term support or more specialized resources.



*Individual represents depression, significant mental health, communication, other addictions

-Based on EAP Counseling and Management Referrals



Employee & Family Services

Legal/Financial Services

CONSULTATION SERVICES: Employees and their families have access to networked attorneys and financial professionals. Individuals contact Continuum and an EAP Professional will refer them to a participating professional with expertise in their area of concern for a free 30 minute consultation. **Free consultation services** include help for a variety of situations. Additional legal/financial assistance can be obtained through this service and Continuum EAP members may receive 25% discounts off the usual rates. Employment related disputes or actions are not covered by this service.

Areas covered for legal and financial services include:

Bankruptcy	Real estate	Probate	Civil Law
Criminal Law	Elder law	Mortgage	Estate planning
Landlord/tenant	Tax	Debt Mgmt	Financial Planning
Domestic Relations			

LEGAL/ FINANCIAL WEBSITE: On-line legal/ financial resources are available through the continuum website at www.4continuum.com. It includes such resources as:

- Financial Calculators (Retirement, Investment, etc.)
- Articles on a variety of legal and financial topics
- **Legal Forms** (Bill of Sale, Non-disclosure agreement, etc.)
- Financial Guidance (How much house can I afford? Which loan is better for me—secured or fixed?, etc.)

Employee and Family Services

Work/Life Services

WORK/ LIFE CONSULTATION: EAP members can request resources by e-mailing easpecialist@4continuum.com or calling 800-755-7636. Consultation can be provided on such topics as:

Care Giving Stress Management Parenting
Communication Basic Needs Resources

HelpNet WEB-BASED SERVICES:

HelpNet— is Continuum's comprehensive on-line Work/life resource for employees and family members. The service is easy to access and available on an unlimited basis, 24 hours per day. HelpNet includes:

- Monthly Special Features (Care giving, Back to School, Volunteering, etc.)
- Child Care & Senior Care Locator
- Skill Builder trainings for employees & supervisors
- Links to additional resources (Body Mass Calculator, Mayo Clinic)
- Site search to look for topics of interest
- On-line Webinar Events

The City of Nebraska City had 41 HelpNet webpage hits this past year

ONLINE ACCESS

Continuum offers a full website for your members to utilize for resource information. Every page of Continuum's webpage is designed to educate the member about services, direct him/her to an interactive tool, get resources, read a related article, or get support from an EAP Professional. Areas of focus include:

- Monthly topics
- Fast Facts
- What's New
- Continuum Newsletters
- How we can help

Employee & Family Services

Wellness Services

Wellness Coaching: Continuum offers Wellness Coaching to assist employees and family members with support when trying to make lifestyle changes. Continuum's certified wellness coach has experience helping individuals be successful in adopting a healthier lifestyle. It is proven that people who use support systems like coaching have a greater likelihood of committing to change. Wellness coaching services are provided via telephone or email. On-site services are available with additional fees.

Wellness Resources-Continuum offers a wellness newsletter for your organization's wellness team/coordinator. The newsletter offers educational materials, ideas and resources to enhance wellness programming within your organization. We also offer creative challenges, topical campaigns, and other contests and activities that can be utilized within your organization

Wellness Consultation/Health Fairs: Continuum representatives welcome the opportunity to provide a Continuum EAP booth at your company sponsored wellness, health and benefits fairs. We come equipped with activities, handouts, give-aways and information to keep EAP visible to your employees and their families.

Organizational Services

Performance Management

Performance Management: Continuum is available to assist you in sorting out employee performance concerns as well as help you in developing a plan to intervene with an employee. We may offer suggestions of ways for you to internally manage the performance concern or recommend that the employee be referred to Continuum EAP for Work Performance Improvement Coaching.

Workplace Consultation Services

Continuum provides consulting services in a variety of areas to assist companies in addressing their challenging and sensitive people issues. Continuum's consultants provide guidance in a number of core areas including:

Conflict Management: Continuum offers tailored conflict resolution processes to assist individuals and workgroups to focus on creating more effective professional working relationships.

Team/Workgroup Development: Continuum can assist an organization in identifying steps to help a team or department increase their effectiveness in such areas as communication, problem solving and change management.

Workplace Alcohol/Drug Services: Continuum consultants are knowledgeable and up-to-date about state and federal guidelines and are able to assist with policy development and education and assessment, including DOT SAP services.

Behavior Risk Management: Continuum can help you recognize and respond to potentially un- safe workplace situations. Whether you have a concern about someone's ability to function in their position or you're dealing with a workplace violence situation, our consultants can help you determine when and how to take action.

Workplace Harassment Guidance: Continuum consultants can help you determine your best plan of action in these difficult situations, from investigation to intervention.

Transition Management: Continuum can help provide support to employees and workgroups that are impacted by various workplace changes.

Human Resource Issues: Continuum consultants can provide information and guidance in meeting the ever changing regulations and guidelines that impact organizations' policies and benefits.

Crisis/Trauma Management: Continuum consultants can advise organizations in all aspects of trauma management from prevention education, incident response planning, debriefings, to post event management.

Continuum provided 6 organizational service activities this past year.

- Alcohol/Drug Consultation
- Team Development Consultation

Organizational Services

Training & Education Services

Continuum offers a variety of professional development trainings for both management and employee groups. Our training topic areas are tied to EAP expertise areas—Behavior Risk Management and Productivity.

Leadership Academy: Continuum EAP has long been committed to helping companies develop strong leaders. Continuum recognizes the value of providing opportunities for leadership training and has developed Leadership Academy programming that offers leadership trainings throughout the year. These programs are designed for human resources staff, as well as department managers and supervisors. Programs are hosted regularly at Continuum’s training facilities. Below is a list of the programs that were available this past contract year.

Month	Title	# of Participants
April	Diversity: Finding Common Ground	0
May	Mental Health Issues in the Workplace	0
June	The Value of Performance Reviews	0
September	HR Rules and Regs	0
October	Difficult Conversations	0
November	Shift Happens	0
December	Alcohol/Drug Testing Supervisor's Role	0
January	Strength Based Management	0
February	Building Winning Relationships	0
March	Conflict! Okay, bring it on!	0

Personalized Training Programs

Personalized Training Programs: Continuum is committed to offering a wide variety of training and employee education services. Our training formats can range from “stand-up” programs held on-site to webinars that are personalized to your employee group. Personalized trainings are tailored to your participants and many can be designed as Lunch and Learn sessions or expanded to 1-2 hour interactive programs.

Month	Title	# of Participants
12/16/14	Benefits Meeting/ EAP Orientation	58

Nebraska City

Grayson Path

From: Jennifer Wall <jwall@4continuum.com>
Sent: Tuesday, January 26, 2016 1:21 PM
To: gpath@nebraskacity.com
Cc: Gail Sutter
Subject: EAP utilization

Grayson,

Here are the EAP utilization numbers over the past 10+ years. I based the employee utilization rate upon 47 employees each year as I do not have the actual numbers for each year. As a comparison the national average for employee and family usage is 3 to 4.5% At Continuum EAP our goal is 6 to 8% employee/family utilization. Over the years your numbers look very good ranging from 4-15% (this partial year not included). If you have any questions please do not hesitate to contact me.

4/1/15 to present (partial year)	1 counseling client (utilization rate approximately 2%) 2 EAP services overviews at benefits meeting
4/1/14 to 3/31/15	5 counseling clients (utilization rate 10%) 6 organizational consultations-team development, alcohol/drug 2 EAP services overviews at benefits meeting
4/1/13 to 3/31/14	2 counseling clients (utilization rate 4%) 4 organizational consultations-employee performance, wellness 2 EAP services overviews at benefits meeting
4/1/12 to 3/31/13	5 counseling clients and 2 work/life clients (utilization rate 15%) 2 organizational consultations-performance management 2 EAP services overviews at benefits meeting
4/1/11 to 3/31/12	4 counseling clients (utilization rate 9%) 1 organizational consultation 2 members attended Leadership Academy 2 EAP services overviews at benefits meeting
4/1/10 to 3/31/11	2 work/life clients (utilization rate 4%) 2 EAP services overviews at benefits meeting
4/1/09 to 3/31/10	3 legal clients and 3 work/life clients (utilization rate 11%) 3 organizational consultations 2 members attended Leadership Academy 1 onsite team building (library) 2 EAP services overviews at benefits meeting
4/1/08 to 3/31/09	3 counseling clients and 1 work/life client (utilization rate 9%) 1 organizational consultation 2 EAP services overviews at benefits meeting

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

4/1/07 to 3/31/08	3 counseling clients (utilization rate 6%) 8 organizational consultations-performance management, transition management 2 EAP services overviews at benefits meeting
4/1/06 to 2/21/07	3 counseling clients and 2 work/life clients (utilization rate 10%) 1 organizational consultation 1 trauma response 6 members attended Leadership Academy 2 onsite trainings-team building
4/1/05 to 3/31/06	2 counseling clients and 1 legal/financial client (utilization rate 6%)
4/1/04 to 3/31/05	4 counseling clients (utilization rate 9%)

Jennifer L Wall, LMHP
EAP Professional



Enhancing Human Potential

1135 M Street Suite 400

Lincoln NE 68508

☎ 402.476.0186 / 800.755.7636 / 📠 402.476.2757 / ✉ Jwall@4continuum.com

Connect with us on social media: [!\[\]\(f67d1f11738c6cddcd12729f5c48a09e_img.jpg\) Facebook](#) [!\[\]\(3b2cf00b1c6072797618e8aef2bdd8fb_img.jpg\) Twitter](#) [!\[\]\(1f3ea965f31c02f749d18d9996d1931a_img.jpg\) LinkedIn](#)
Visit our [website](#)

CONFIDENTIALITY NOTICE: This email message, including any attachments, is intended only for the use of the intended recipient(s) and may contain information that is privileged, confidential and prohibited from unauthorized disclosure under applicable law. If you are not the intended recipient of this message, any dissemination, distribution or copying of this message is strictly prohibited. If you received this message in error, please notify the sender by reply email and destroy all copies of the original message.

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

CONTINUUM EMPLOYEE ASSISTANCE ♦ TRAINING ♦ CONSULTING

Three-Year Contract

April 1, 2016 – March 31, 2019

CITY OF NEBRASKA CITY

This contract is entered into by and between City of Nebraska City, 1st Party, hereinafter called the "Account" and Continuum Employee Assistance ♦ Training ♦ Consulting, a non-profit corporation, 2nd party, hereinafter called "EAP".

WITNESSETH:

WHEREAS, EAP has established a program of consultation for personnel problems and assessment and referral for a variety of personal problems, and

WHEREAS, it is in the best interest of the Account and its employees to have a program to improve job performance and to assist and rehabilitate employees with personal problems, and

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and agreements hereinafter contained it is agreed between the parties as follows:

EAP agrees to provide the following services as appropriate and/or as requested by the Account.

A. COMPANY SERVICES:

1. Assistance in updating and maintaining an Employee Assistance Program policy statement regarding employees with job performance problems and/or with personal problems which may affect job performance.
2. Assistance in integrating the Employee Assistance Program with existing Account policies and procedures. Upon request of the Account, an EAP Consultant will participate in scheduled meetings with supervisory personnel as a resource person for job performance and EAP related issues.
3. Review of the Account's insurance options currently available to the employee.
4. EAP Training for supervisors is available on-site and online.
5. Employee Orientations are available on-site and on-line.
6. Supervisors are invited and may attend topical training programs offered through the EAP Leadership Academy at EAP's training facility. Up to five (5) supervisors may attend per program.
7. The Account may select one (1) topical supervisory and/or employee program to be presented on-site. Additional on-site topical trainings, meeting or responses will be provided at the Account's request at the rate of \$275 per hour.

Nebraska City

8. Ongoing consultation services for all management on how to approach an employee who is not performing satisfactorily. Consultation services include assistance in how to document job performance problems, how to set targets for improvement, how to prepare for a corrective interview, how to evaluate subsequent work performance and when and how to refer an employee to the Employee Assistance Program. Consultation on human resource and other workplace policies and issues is also available.
9. Crisis Response Services in the case of traumatic events. Services include consultation to tailor the response to each event, critical incident stress management, grief and loss intervention, and individual intervention.
10. Conflict resolution service to assist managers to resolve conflict between two or more employees.
11. DOT and Non-DOT Alcohol/Drug Services are available.
12. Publicity materials for employees and family members, such as personal letters, brochures, posters, wallet cards, and monthly newsletters are available.
13. Ongoing coordination with the designated contact person of the Account to maintain the program and evaluate its effectiveness.
14. Mid-year reports detailing the number of employees and family members served and program activities; annual report summarizing the use and activities of the program, client demographics, nature of problems and outcome data.

B. CLIENT SERVICES:

1. Counseling services for employees and their family members for a variety of personal problems. EAP direct client services include the following services: assessment, short-term EAP problem-solving, referral to an appropriate community resource for continued care, consultation as needed with the supervisor noted in the signed release and ongoing consultation and follow-up with the referral source and client to monitor progress.
2. Counseling services are provided in the EAP's office(s) or at the Account. Some problem-solving may be done over the phone. EAP's toll-free line is available to clients residing outside of Lincoln.
3. Twenty-four hour emergency telephone and counseling service to the Account's employees and their immediate family members.
4. Life Enhancement Services including information, education, and resources of work/life topics such as child care, eldercare, and parenting. Services may be provided via telephone, mail, e-mail, or face-to face.
5. Financial and Legal Services. Free initial consultation and 25% discounts if networked attorney or financial expert is retained. These referrals are based on the client's personal concerns and not related to the workplace.
6. Wellness coaching to support an individual's wellness goals.

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

C. CONTINUUM HELPNET - WEB-BASED WORK/LIFE SERVICES

1. Continuum Online Interactive Service, known as Continuum HelpNet, provides employees and family members with access to information, skill building, and assessments in such areas as emotional wellness, family, personal development, health and fitness, school, and management and workplace issues. EAP will provide the Account quarterly reports on the level of use of these services. These on-line services are not meant to nor can replace the specialized training and judgment of health, mental health, legal, financial or other professionals. This Service is not a substitute for professional treatment or services.

License Terms are as follows:

- A. EAP sublicense shall grant the Account the non-transferable, non-exclusive right to sublicense access to and use of the website found at the URL www.4Continuum.com (the "Website") for Account employees and eligible family members.
- B. The Account shall acknowledge that the Website is proprietary in nature and that WorkPlace Options claims all copyright, patent, trade secret and trademark rights granted by law. The sublicense shall prohibit the Account from removing any copyright or trademark notices or confidential legends or identification from the Website.
- C. The Account shall expressly and conspicuously disclaim all express or implied warranties of merchantability and fitness for a particular purpose, shall exclude liabilities for consequential damages and lost profits and shall limit the obligations to the Account to recovery or refund of the sublicense fee paid by the Account.
- D. The sublicense shall state that: Account shall not reverse engineer, disassemble, decompile or otherwise decode by any method the Website in whole or in part for any purpose whatsoever.
- E. EAP shall have the right to terminate the sublicense in the event the Account: (a) modifies, distributes or uses Website in a manner not expressly authorized by the sublicense; (b) makes any representations regarding the Website that are not true and correct, or (c) becomes insolvent or commits any act of bankruptcy.
- F. Account agrees that it shall comply with all applicable laws

D. ACCOUNT RESPONSIBILITIES

The Account agrees to participate in the following activities that are intended to enhance the effectiveness of its Employee Assistance Program.

- 1. Ongoing distribution of publicity material provided by EAP to notify employees and family members of the availability of the program.
- 2. Maintenance of a separate, confidential filing system for confidential correspondence relating to Account employees.

Nebraska City

3. Maintain a pattern of communication with EAP staff to monitor progress of the program; consultation with supervisory personnel to encourage referrals to the EAP and subsequent follow-up.

4. Internal coordination and scheduling of employee orientations.

E. LAWS OF GOVERNANCE

This agreement is being made and delivered, and EAP and the Account intend that it shall be construed and enforced in accordance with the laws of the State of Nebraska.

F. CONTRACT TERMS

The term of this Agreement shall be three years, beginning April 1, 2016 and ending March 31, 2019. At the end of the three year period, the City shall have the option to renew the Agreement for another three year period. If the City opts to renew for an additional three-year period, the fee will be negotiated based upon the last three year's usage.

FEES FOR EAP SERVICES:

Year One: April 1, 2016 – March 31, 2017 \$1675.00

Year Two: April 1, 2017 – March 31, 2018 \$1675.00

Year Three: April 1, 2018- March 31, 2019 \$1675.00

The term of this Agreement shall be three years, beginning April 1, 2016 and ending March 31, 2019. The contract may be terminated at any time for cause. The contract may be terminated without cause contingent upon payment of the remainder of the contract within 15 days notification of intent to terminate. Other changes to the terms and provisions of this contract may also be agreed to and executed by a contract addendum. Payments are due within 30 days after the billing date. Additional fees or charges, if any, as indicated in this contract, will be billed in the month following the delivery of the service and payable within 30 days after the billing date.

This contract represents the entire and integrated agreement between the Account and EAP and supersedes all prior negotiations, representations or agreements, either written or oral. The contract may be amended upon written agreement of the parties and signed by the Account and EAP.

IN WITNESS WHEREOF the parties have hereto caused this Contract to be executed this _____ day of _____, 20__.

FIRST PARTY:
THE ACCOUNT

SECOND PARTY:
Continuum Employee Assistance, Training, Consulting
a non-profit corporation

Authorized Representative

Continuum Board President

Nebraska City

Title

Continuum Executive Director

CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016
Agenda Item: # _____
Submitted By: Grayson Path, City Administrator
Dan Giittinger, Public Properties Director

A. Synopsis of Issue:

- a. Street Commissioner Vic Johns, City Staff, NCU Staff and Jeff Sockel with Alfred Benesch & Company opened and reviewed construction bids for the South 11th Street Project on Monday, February 29, 2016.
- b. Following their review, Mr. Sockel has presented the attached recommendation.

B. Options:

- a. Award the bid, proceed towards construction. Mr. Sockel will prepare the necessary contract documents with the winning bidder and present to the City Council.
- b. Reject the lowest bid and/or all bids. Provide City Staff with direction to proceed.

C. Fiscal Note:

- a. Bids came in higher than engineer estimates, but Alfred Benesch & Company re-examined their estimates. They used NDOR's Average Unit Price in their initial estimations but when they re-examined, they used the unit prices that came out of the HWY2/75 Interchange bid results and their estimation came in nearly on spot with the bids that were turned in. Therefore, the bids are favorable given the pricing in our area at this time.
- b. The next agenda item will be to issue BANS to pay for this project and reimburse the City reserves for the engineering expenses to date.
- c. The estimated cost of the project is \$1,903,060.45 not including NCU costs for water lines. Includes a 5% contingency and Ameritas expenses, a BANS of approximately \$2.02 million will be sought. This will allow approximately \$96,000.00 in contingency which can be used to pay back the BANS if not used, resulting in a smaller bond than the BANS themselves.
- d. The NCU will be paying for their portion of the project from their reserves, thus no room in the BANS will be made for their portion. Bills will be separated and paid directly by NCU.
- e. For more details, please view the Agenda Support Sheet for the BANS documents.

D. Recommendation:

- a. Award the lowest bid as presented by Alfred Benesch & Company.

Nebraska City

E. Background:

- a. In July 2015, the City approved the Preliminary Engineering, Environmental and Final Design agreement with Alfred Benesch & Company for \$154,968.25.
- b. In February 2016, the City approved the Construction Engineering and Inspection agreement with Alfred Benesch & Company for \$180,938.40.
- c. The lowest bidder is also serving as a subcontractor for the Interchange Project.
- d. Alfred Benesch & Company reviewed the bid packages, double checked the math, and verified that the bids were accurate.

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



March 1, 2016

Dan Giittinger
Public Properties Director
City of Nebraska City
1409 Central Avenue
Nebraska City, Ne 68410

RE: 11th Street Improvements Bid Recommendation

Dear Dan,

We have tabulated and reviewed the two (2) bids received. Bid prices were compared to available bidding data from recent bids as well as bids received by NDOR for projects in close proximity to Nebraska City. Based on the information collected, and considering project specific influences, we believe the bids received were responsive and reasonable. The bids received also included the required bid bonds. A tabulation of the bids received are attached for your reference.

It is our recommendation to award the bid to the lowest bidder, ME Collins Contracting Co., Inc. If this recommendation is accepted, we will prepare the necessary paperwork to continue the contracting process.

If there are any questions regarding the bids received or the recommendation provided, please let us know.

Sincerely,

A handwritten signature in black ink that reads "Jeffery A. Sockel".

Jeffery A. Sockel, PE
Senior Vice President
Project Manager

Nebraska City, Nebraska
 11th Street Improvements
 M-439(265) & M-439(295)

Engineers Estimate of Probable Cost - Base Group

ITEM NO.	ITEM DESCRIPTION	Engineer Estimate			Bidder ME Collins		Bidder TCW		
		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Mobilization	1	LS	\$70,000.00	\$70,000.00	\$28,079.00	\$28,079.00	\$157,570.25	\$157,570.25
2	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$38,006.00	\$38,006.00	\$14,415.00	\$14,415.00
3	Clearing and Grubbing	1	LS	\$20,000.00	\$20,000.00	\$22,837.00	\$22,837.00	\$3,650.00	\$3,650.00
4	Silt Fence - Low Porosity	800	LF	\$2.60	\$2,080.00	\$4.00	\$3,200.00	\$5.00	\$4,000.00
5	Seeding with Erosion Blanket	1	ACRE	\$1,600.00	\$1,600.00	\$17,642.00	\$17,642.00	\$10,050.00	\$10,050.00
6	Curb Inlet Sediment Filter	20	EA	\$150.00	\$3,000.00	\$214.00	\$4,280.00	\$100.00	\$2,000.00
7	Earthwork Measured in Embankment	1310	CY	\$10.00	\$13,100.00	\$23.00	\$30,130.00	\$17.00	\$22,270.00
8	Water	7	Mgal	\$30.00	\$210.00	\$11.00	\$77.00	\$36.00	\$252.00
9	Remove Pavement	3052	SY	\$7.00	\$21,364.00	\$9.00	\$27,468.00	\$18.00	\$54,936.00
10	Remove Driveway	1874	SY	\$6.50	\$12,181.00	\$7.00	\$13,118.00	\$13.00	\$24,362.00
11	Remove Combination Curb and Gutter	87	LF	\$13.50	\$1,174.50	\$8.00	\$696.00	\$18.00	\$1,566.00
12	Remove Median Surfacing	39	SY	\$6.50	\$253.50	\$7.00	\$273.00	\$8.50	\$331.50
13	Remove and Reset Mailbox	25	Ea	\$190.00	\$4,750.00	\$210.00	\$5,250.00	\$190.00	\$4,750.00
14	Remove Driveway Culvert Pipe	192	LF	\$4.00	\$768.00	\$8.00	\$1,536.00	\$7.50	\$1,440.00
15	Remove Sewer Pipe	201	LF	\$18.00	\$3,618.00	\$11.00	\$2,211.00	\$11.00	\$2,211.00
16	Remove Flared End Section	3	EA	\$250.00	\$750.00	\$158.00	\$474.00	\$162.00	\$486.00
17	Remove Concrete Flume	4	EA	\$800.00	\$3,200.00	\$525.00	\$2,100.00	\$540.00	\$2,160.00
18	Remove Inlet	6	EA	\$455.00	\$2,730.00	\$735.00	\$4,410.00	\$500.00	\$3,000.00
19	Remove Retaining Wall	1	EA	\$300.00	\$300.00	\$3,151.00	\$3,151.00	\$800.00	\$800.00
20	Remove Manhole	1	EA	\$800.00	\$800.00	\$735.00	\$735.00	\$1,200.00	\$1,200.00
21	Remove Headwall	1	EA	\$335.00	\$335.00	\$315.00	\$315.00	\$450.00	\$450.00
22	Cold Milling, Class 2 (2" Nominal)	8053	SY	\$4.00	\$32,212.00	\$8.00	\$64,424.00	\$5.00	\$40,265.00
23	Cold Milling Transitional	208	SY	\$10.00	\$2,080.00	\$20.00	\$4,160.00	\$14.60	\$3,036.80
24	9" Concrete Pavement, Class 47B-4000	930	SY	\$55.00	\$51,150.00	\$67.00	\$62,310.00	\$55.60	\$51,708.00
25	6" Concrete Overlay, Class 47B-4000	8894	SY	\$45.00	\$400,230.00	\$53.00	\$471,382.00	\$34.50	\$306,843.00
26	8" Concrete Base Course	688	SY	\$45.00	\$30,960.00	\$80.00	\$55,040.00	\$52.00	\$35,776.00
27	8" Temporary Surfacing	447	SY	\$51.00	\$22,797.00	\$71.00	\$31,737.00	\$51.00	\$22,797.00
28	Gravel for Temporary Surfacing	500	CY	\$30.00	\$15,000.00	\$49.00	\$24,500.00	\$30.00	\$15,000.00
29	Concrete Class 47B-3500 Median Surface	27	SY	\$32.00	\$864.00	\$53.00	\$1,431.00	\$49.00	\$1,323.00
30	Combination Concrete Class 47B-3500 Curb & Gutter	36	LF	\$28.00	\$1,008.00	\$35.00	\$1,260.00	\$30.00	\$1,080.00

Nebraska City

31	6" Concrete Class 47B-3500 Sidewalk	1285 SY	\$44.00	\$56,540.00	\$64.00	\$82,240.00	\$55.00	\$70,675.00
32	Concrete Class 47B-3500 Driveway	1506 SY	\$45.00	\$67,770.00	\$74.00	\$111,444.00	\$51.00	\$76,806.00
33	Concrete Class 47B-HE-3500 Driveway	493 SY	\$50.00	\$24,650.00	\$71.00	\$35,003.00	\$54.00	\$26,622.00
34	Detectable Warning Panel	80 SF	\$215.00	\$17,200.00	\$30.00	\$2,400.00	\$20.00	\$1,600.00
35	Subgrade Preparation	3617 SY	\$2.00	\$7,234.00	\$3.00	\$10,851.00	\$3.00	\$10,851.00
36	Earth Shoulder Construction	20.8 Sta.	\$100.00	\$2,080.00	\$525.00	\$10,920.00	\$160.00	\$3,328.00
37	Water	16 Mgal	\$30.00	\$480.00	\$11.00	\$176.00	\$36.00	\$576.00
38	Curb Inlet	19 EA	\$5,000.00	\$95,000.00	\$4,412.00	\$83,828.00	\$10,025.00	\$190,475.00
39	Cast Iron Cover, Frame, & Flange	1750 LBS	\$3.00	\$5,250.00	\$4.00	\$7,000.00	\$3.50	\$6,125.00
40	Cast Iron Ring & Cover	2775 LBS	\$2.00	\$5,550.00	\$4.00	\$11,100.00	\$2.75	\$7,631.25
41	Manhole	6 EA	\$5,000.00	\$30,000.00	\$4,453.00	\$26,718.00	\$8,700.00	\$52,200.00
42	12" Storm Sewer Pipe	20 LF	\$45.00	\$900.00	\$61.00	\$1,220.00	\$75.00	\$1,500.00
43	18" Storm Sewer Pipe	1413 LF	\$55.00	\$77,715.00	\$52.00	\$73,476.00	\$81.00	\$114,453.00
44	24" Storm Sewer Pipe	603 LF	\$65.00	\$39,195.00	\$67.00	\$40,401.00	\$95.00	\$57,285.00
45	30" Storm Sewer Pipe	271 LF	\$75.00	\$20,325.00	\$99.00	\$26,829.00	\$120.00	\$32,520.00
46	36" Storm Sewer Pipe	228 LF	\$100.00	\$22,800.00	\$129.00	\$29,412.00	\$195.00	\$44,460.00
47	48" Storm Sewer Pipe	64 LF	\$120.00	\$7,680.00	\$189.00	\$12,096.00	\$200.00	\$12,800.00
48	Area Inlet	3 EA	\$4,000.00	\$12,000.00	\$4,727.00	\$14,181.00	\$3,850.00	\$11,550.00
49	Reconstruct Curb Inlet	1 EA	\$2,500.00	\$2,500.00	\$2,713.00	\$2,713.00	\$5,200.00	\$5,200.00
50	Adjust Manhole to Grade	5 EA	\$700.00	\$3,500.00	\$589.00	\$2,945.00	\$250.00	\$1,250.00
51	Adjust Inlet to Grade	1 EA	\$500.00	\$500.00	\$1,585.00	\$1,585.00	\$325.00	\$325.00
52	12" Concrete Collar	1 EA	\$200.00	\$200.00	\$877.00	\$877.00	\$460.00	\$460.00
53	Tap Existing Structure	2 EA	\$900.00	\$1,800.00	\$891.00	\$1,782.00	\$290.00	\$580.00
54	Pull Box, Type PB-6	4 EA	\$645.00	\$2,580.00	\$985.00	\$3,940.00	\$2,510.00	\$10,040.00
55	3" PVC Conduit - trenched	173 LF	\$8.00	\$1,384.00	\$26.00	\$4,498.00	\$29.00	\$5,017.00
56	3" PVC Conduit - bored	49 LF	\$16.00	\$784.00	\$41.00	\$2,009.00	\$29.00	\$1,421.00
57	4" White Wet Reflective Thermoplastic Pavement Marking, Grooved	125 LF	\$2.30	\$287.50	\$6.00	\$750.00	\$6.00	\$750.00
58	4" Yellow Wet Reflective Thermoplastic Pavement Marking, Grooved	5720 LF	\$3.30	\$18,876.00	\$4.50	\$25,740.00	\$6.00	\$34,320.00
59	Arrow, Preformed Pavement Marking, Type 4 Grooved	21 EA	\$990.00	\$20,790.00	\$505.00	\$10,605.00	\$520.00	\$10,920.00
60	Pavement Marking Removal	1234 LF	\$0.25	\$308.50	\$4.20	\$5,182.80	\$4.30	\$5,306.20
61	Temporary Pavement Marking	7500 LF	\$0.40	\$3,000.00	\$0.40	\$3,000.00	\$0.50	\$3,750.00

SUBTOTAL ROADWAY \$1,277,394.00 \$1,567,153.80 \$1,590,525.00 **

** = bid tabulation corrected to reflect actual amount

Nebraska City

Engineers Estimate of Probable Cost - Optional Group

ITEM NO.	ITEM DESCRIPTION	Engineer Estimate			Bidder ME Collins			Bidder TCW		
		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	
62	Mobilization	1	LS	\$37,000.00	\$37,000.00	\$10,505.00	\$10,505.00	\$11,530.00	\$11,530.00	
63	Reconstruct Water Service	16	EA	\$250.00	\$4,000.00	\$2,823.00	\$45,168.00	\$1,500.00	\$24,000.00	
64	1" Water Service	381	LF	\$19.00	\$7,239.00	\$19.00	\$7,239.00	\$35.00	\$13,335.00	
65	2" Water Service	402	LF	\$31.00	\$12,462.00	\$27.00	\$10,854.00	\$37.00	\$14,874.00	
66	6" Retainer Gland	9	EA	\$45.00	\$405.00	\$47.00	\$423.00	\$55.00	\$495.00	
67	8" Retainer Gland	3	EA	\$90.00	\$270.00	\$69.00	\$207.00	\$75.00	\$225.00	
68	10" Retainer Gland	1	EA	\$110.00	\$110.00	\$125.00	\$125.00	\$125.00	\$125.00	
69	12" Retainer Gland	23	EA	\$131.00	\$3,013.00	\$135.00	\$2,990.00	\$135.00	\$3,105.00	
70	Anchoring Elbow M.J. 6"	5	EA	\$290.00	\$1,450.00	\$274.00	\$1,370.00	\$140.00	\$700.00	
71	Anchor Coupling M.J. 6"	5	LF	\$240.00	\$1,200.00	\$274.00	\$1,370.00	\$140.00	\$700.00	
72	12" Water Main Pipe	1565	EA	\$150.00	\$234,750.00	\$48.00	\$75,120.00	\$58.00	\$90,770.00	
73	6" Water Main Pipe	203	EA	\$65.00	\$13,195.00	\$33.00	\$6,699.00	\$40.00	\$8,120.00	
74	6" Gate Valve	5	EA	\$1,600.00	\$8,000.00	\$1,280.00	\$6,400.00	\$950.00	\$4,750.00	
75	8" Gate Valve	1	EA	\$2,200.00	\$2,200.00	\$1,751.00	\$1,751.00	\$1,380.00	\$1,380.00	
76	12" Gate Valve	2	EA	\$2,400.00	\$4,800.00	\$3,177.00	\$6,354.00	\$2,490.00	\$4,980.00	
77	Fire Hydrant 5.5	5	EA	\$5,600.00	\$28,000.00	\$6,197.00	\$30,985.00	\$4,150.00	\$20,750.00	
78	12" x 6" Tee	5	EA	\$800.00	\$4,000.00	\$466.00	\$2,330.00	\$306.00	\$1,530.00	
79	12" x 8" Tee	1	EA	\$1,200.00	\$1,200.00	\$562.00	\$562.00	\$328.00	\$328.00	
80	12" x 8" Reducer	1	EA	\$920.00	\$920.00	\$256.00	\$256.00	\$170.00	\$170.00	
81	12" - 11.25 Degree Bend	2	EA	\$600.00	\$1,200.00	\$351.00	\$702.00	\$260.00	\$520.00	
82	12" - 45 Degree Bend	2	EA	\$400.00	\$800.00	\$435.00	\$870.00	\$288.00	\$576.00	
83	Abandon Water Main	1	EA	\$800.00	\$800.00	\$2,263.00	\$2,263.00	\$5,770.00	\$5,770.00	
84	6" Plug	4	EA	\$250.00	\$1,000.00	\$78.00	\$312.00	\$135.00	\$540.00	
85	8" Plug	1	EA	\$250.00	\$250.00	\$116.00	\$116.00	\$156.00	\$156.00	
86	10" Plug	1	EA	\$250.00	\$250.00	\$194.00	\$194.00	\$1,360.00	\$1,360.00	
87	Remove Fire Hydrant	3	EA	\$500.00	\$1,500.00	\$735.00	\$2,205.00	\$1,160.00	\$3,480.00	
88	Remove Gate Valve	6	EA	\$100.00	\$600.00	\$158.00	\$948.00	\$230.00	\$1,380.00	
89	8" Sleeve	1	EA	\$1,400.00	\$1,400.00	\$519.00	\$519.00	\$335.00	\$335.00	
90	12" Sleeve	2	EA	\$2,000.00	\$4,000.00	\$1,017.00	\$2,034.00	\$640.00	\$1,280.00	
91	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$11,782.00	\$11,782.00	\$2,880.00	\$2,880.00	
				\$381,014.00	\$381,014.00	\$232,653.00	\$232,653.00	\$220,144.00	\$220,144.00	
SUBTOTAL WATER MAIN				\$381,014.00	\$381,014.00	\$232,653.00	\$232,653.00	\$220,144.00	\$220,144.00	
TOTAL PROJECT (Roadway & Water Main)				\$1,658,408.80	\$1,658,408.80	\$1,799,806.80	\$1,799,806.80	\$1,810,669.00	\$1,810,669.00	

** = bid tabulation corrected to reflect actual amount

CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016
Agenda Item: # _____
Submitted By: Grayson Path, City Administrator
Dave Partsch, City Attorney
Dan Gittinger, Public Properties Director

A. Synopsis of Issue:

- a. Assuming the awarding of bids to a contractor for the South 11th Street Construction Project, the need now exists to issue the Bond Anticipatory Notes (BANS) to pay for the project and reimburse the City for expenses already incurred (preliminary engineering).
- b. With the total estimated cost of the project now known, it is time to issue the BANS which will arrive in approximately 30 days.

B. Options:

- a. Under statute, BANS must be obtained to finance the project. Bonds are then obtained once the project is complete to pay back the BANS and finance the project over 10-20 years.
- b. Unless the project is canceled, BANS must be obtained.

C. Fiscal Note:

- a. The first Interest payment will occur September 15, 2016.
- b. The BANS will mature March 15, 2017 as the project is expected to be completed in 2016.
- c. We will know more about the interest payment the day of the council meeting (Ameritas speaks with investors the day of to set an interest rate that will work for the next morning).
- d. The City Council budgeted \$30,000.00 in FY15/16 for an interest payment. Given the history with the Interchange BANS, \$30,000.00 should be more than enough to cover the interest payment that is ultimately developed.
- e. BANS will be issued at 99.10% of principal (0.9% is Ameritas' cost).
- f. Given the known expenses for Construction, Engineering, Design, etc., the City Administrator has estimated the need for \$2,020,000.00 in BANS to cover all costs, Ameritas expense for BANS, as well as provide for a 5% contingency (approximately \$96,000.00) for change orders or unknowns. The calculations behind this are given on the next page.

D. Recommendation:

- a. Approve the ordinance to issue the BANS and authorize the Mayor and City Clerk-Treasurer to sign the necessary documents.

Nebraska City

E. Background:

- a. In the January 4th council meeting, the Street Improvement District was created.
- b. In the February 1st council meeting, the public hearing was held regarding the Street Improvement District (no written objections were received).
- c. Road projects must have BANS taken out first, followed by Bonds once the project is completed.
- d. City will take out bonds in FY16/17 when the BANS mature.
- e. Any remaining money once the expenses have been paid and City reimbursed for prior expenses can be used to pay off the principal/interest at maturity.

South 11th Street Project			Notes
Preliminary Engineering			A. Benesch Agreement July 2015
Environmental			A. Benesch Agreement July 2015
Final Design			A. Benesch Agreement July 2015
	Total	\$ 154,968.25	Reimburse City Reserves
Construction Engineering & Inspection		\$ 180,938.40	A. Benesch Agreement February 2016
ROW		\$ -	None needed in this project
Utilities		\$ 232,653.00	NCU will cover this cost from their reserves
Construction		\$ 1,567,153.80	ME Collins Lowest Bidder - February 29, 2016
(Total excluding Utilities)	Total	\$ 1,903,060.45	
6% Contingency		\$ 114,183.63	Goal is 5% contingency after BANS expenses
	Total	\$ 2,017,244.08	
	Rounded	\$ 2,020,000.00	For BANS Purposes (nearest \$5,000)
BANS Document Expenses		\$ 18,180.00	Ameritas Estimated Expenses (0.9%)
		\$ 1,999,064.08	Obtained for project.
		\$ 96,003.63	Remaining contingency
		5.04%	Percent Contingency Following BANS expenses

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

Nebraska City
ORDINANCE NO. 2977-16

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF STREET IMPROVEMENT BOND ANTICIPATION NOTES, SERIES 2016, IN THE PRINCIPAL AMOUNT OF TWO MILLION TWENTY THOUSAND DOLLARS (\$2,020,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PAVING IMPROVEMENTS IN THE CITY OF NEBRASKA CITY, NEBRASKA; PROVIDING FOR A PAYING AGENT AND REGISTRAR OF THE NOTES; AGREEING TO ISSUE BONDS OR OTHER OBLIGATIONS TO PAY THE NOTES AND ACCRUED INTEREST AT MATURITY AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF NEBRASKA CITY, NEBRASKA:

Section 1. The Mayor and Board of Commissioners of the City of Nebraska City, Nebraska, hereby find and determine:

a) that the City has by Ordinance created Street Improvement District No. 2016-1 (the "Street Improvement District" or "the District") and has authorized the construction of certain street improvements with said District (the "District Improvements"); that the District Ordinance remains in full force and effect and has not been modified, repealed or amended; that the District Improvements have not heretofore been constructed; and that all actions, notice, hearings and other required facts and conditions for the creation of said District and the construction of the District Improvements therein have occurred and have been determined as required by law;

b) that it is and remains necessary and appropriate to construct, and the City is constructing the District Improvements within the Street Improvement District;

c) that the City is authorized to issue warrants to pay the costs of said District Improvements pursuant to Sections 16-626, R.R.S. Neb. 2012, as amended, and pursuant to Section 18-2003, R.R.S. Neb. 2012, as amended;

d) that in order to provide temporary financing to pay the cost of said District Improvements (including engineering costs) it is advisable for the City to issue notes in the total principal amount of \$2,020,000 to be designated street improvement bond anticipation notes, in lieu of issuing warrants, pursuant to Section 10-137, R.R.S. of Nebraska, 2012; and

e) that all acts and conditions exist or have occurred for the issuance of said street improvement bond anticipation notes, in lieu of issuing warrants.

Section 2. Notes to be designated Street Improvement Bond Anticipation Notes, Series 2016, in the aggregate principal amount of \$2,020,000 (the "Notes"), which shall be in denominations of \$5,000 each or any integral multiple thereof as determined by the City Clerk-Treasurer prior to delivery, are hereby authorized to be issued. The Notes shall be dated as of their date of delivery and shall bear interest at the rate of _____ hundredths per centum (____%) per annum and become due on March 15, 2017. The Notes shall bear interest from the date of delivery until maturity or earlier redemption, with such interest payable each March 15 and September 15, commencing September 15, 2016, and at maturity. Said notes are optional for prepayment at par plus accrued interest on September 15, 2016, or at any time thereafter. The City may select the Notes to be redeemed for such optional redemption in its sole discretion. Any Notes to be redeemed in part shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

designated in Section 4 hereof in exchange for a new Note evidencing the unredeemed principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such note to be redeemed. If any Note or an interest payment thereon is not paid at maturity or due date, the Note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. Said Notes shall be delivered to Ameritas Investment Corp, upon receipt of payment for said Notes, at the purchase price of 99.10% of the principal amount thereof, plus accrued interest to the date of delivery. Said Notes are sold to the purchaser subject to the opinion of independent bond counsel that said Notes are lawfully issued; that said Notes constitute a valid obligation of the City; and that under existing laws and regulations, the interest on said Notes is exempt from both Nebraska state and federal income taxes.

Section 3. Said Notes shall be dated the date of their delivery, be executed on behalf of the City by being signed by the Mayor and the City Clerk-Treasurer, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Note. After being executed by the Mayor and City Clerk-Treasurer, said Notes shall be delivered to the Paying Agent and Registrar who shall register each note in the name of its initial registered owner as designated by the initial purchaser. Each Note shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Notes shall be issued initially as "book-entry only" notes using the services of The Depository Trust Company (the "Depository"), with one typewritten Note per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City (including any blanket letter previously executed), which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon issuance of the Notes as "book-entry-only" notes, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Note Participant") or to any person who is an actual purchaser of a Note from a Note Participant while the Notes are in book-entry form (each a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Note Participant with respect to any ownership interest in the Notes;

(ii) the delivery to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption; or

(iii) the payment to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes. The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge

Nebraska City

the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the ultimate Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Note Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of note certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement note certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of note

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Notes shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 4. All Notes authorized by this ordinance shall be fully registered notes pursuant to Section 10-135 R.R.S. Neb. 2012. The Clerk-Treasurer of the City is hereby designated as Paying Agent and Registrar for the Notes. Said Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes at its office in Nebraska City, Nebraska. The names and registered addresses of the initial registered owner or owners of the Notes shall be recorded in such books prior to the issuance thereof. Any Note may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of the Note for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register the transfer upon the registration books and make notation thereof on the Note and deliver the same to the transferee registered owner (or send it by registered mail to the transferee owner at such owner's risk and expense). The City Clerk-Treasurer is hereby authorized and directed to transfer, from any monies of the City available for the purpose, funds required to pay interest and principal on the Notes when and as the same become due, to the Paying Agent and Registrar on or before each interest and principal payment date. Payment of interest, except for payment of interest at maturity or upon redemption, shall be mailed to the registered owners of the Notes as of the record date for each interest payment date. The record date shall be the close of business on the fifteenth day of the month immediately preceding the month in which each interest payment date occurs. The principal, together with accrued interest then due, shall be payable at maturity or on redemption prior to maturity upon presentation and surrender of each Note at the office of the Paying Agent and Registrar in Nebraska City, Nebraska. The City and the Paying Agent and Registrar shall not be required to transfer Notes during any period from any record date until its immediately following interest payment date or to transfer any Notes called for redemption for a period of thirty days next preceding any date fixed for redemption prior to maturity.

Section 5. The fully registered Street Improvement Bond Anticipation Notes, Series 2016, shall be in substantially the following form:

Nebraska City

CITY OF NEBRASKA CITY, NEBRASKA
STREET IMPROVEMENT
BOND ANTICIPATION NOTE
SERIES 2016

<u>Interest Rate</u> ____%	<u>Maturity Date</u> March 15, 2017	<u>Date of Delivery</u> April __, 2016	<u>CUSIP No.</u>
-------------------------------	--	---	------------------

Registered Owner: _____

Principal Amount: _____

The City of Nebraska City, Nebraska, hereby promises to pay to the registered owner specified above the sum specified above on the maturity date specified above, together with interest thereon from the date of delivery hereof until maturity (or earlier redemption) at the rate per annum specified above, payable each March 15 and September 15, commencing September 15, 2016, and at maturity. The interest hereon shall be paid on each interest payment date by the Clerk-Treasurer of the City of Nebraska City, Nebraska, as Paying Agent and Registrar, by wire transfer, check or draft mailed to the registered owner hereof designated as of the close of business on the fifteenth day of the month immediately preceding the month in which the interest payment date occurs, at such owner's registered address as it appears on the books of registration of the City as maintained by said Paying Agent and Registrar. The principal of this Note and the interest due at maturity or upon call for redemption prior to maturity are payable on presentation and surrender to said Paying Agent and Registrar at its office in Nebraska City, Nebraska. If this Note or any interest installment hereon is not paid upon maturity or due date, the Note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. This Note and interest accruing hereon shall be payable from funds received by the City from the issuance and sale of its various purpose bonds or other bonds and is optional for payment on September 15, 2016 or at any time thereafter at par plus accrued interest. This Note is one of an issue of \$2,020,000 in total principal amount issued pursuant to Ordinance No. _____. All of the provisions and agreements of said Ordinance are by reference made a part of this instrument and all such agreements accrue to the registered owner of this Note. This Note shall not be a debt of the City of Nebraska City within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of said City and said City shall not be liable for the payment of the principal thereof out of any money of the municipality other than from proceeds of the issuance of various purpose bonds or other bonds, as aforesaid, or other funds of the City available to pay interest on said Note or a portion of the cost of the project so as to reduce the required financing.

This note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this note, and thereupon a new note or notes of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of notes, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this note be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES ****REMINDER**** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE

Nebraska City

DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS NOTE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY NOTE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This note shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

Nebraska City

IN WITNESS WHEREOF, the Mayor and Board of Commissioners of the City have caused this note to be executed on behalf of the City by being signed by the Mayor and Clerk-Treasurer of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto all as of the date of delivery shown above.

CITY OF NEBRASKA CITY, NEBRASKA

By _____ (Do not sign)
Mayor

ATTEST:

(Do not sign)
City Clerk-Treasurer
(S E A L)

CERTIFICATE OF AUTHENTICATION

This note is one of the notes authorized by an ordinance passed and approved by the Mayor and Board of Commissioners of the City of Nebraska City as described in said notes.

(Do not sign)
Clerk-Treasurer, City of Nebraska City, as Paying
Agent and Registrar

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within note and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

SIGNATURE GUARANTEED

By _____

Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within note in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 6. The City covenants and agrees that it will take all steps required to complete the improvements described in Section 1 hereof in a manner to allow it to issue and sell its various purpose bonds or other bonds to provide for the permanent financing of such improvements. The City further agrees to issue and sell its various purpose bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the Notes, both principal and interest, at or prior to maturity, to the extent not paid from other sources. Additional street improvement bond anticipation notes can be

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

authorized if deemed necessary by the Board by appropriate ordinance.

Section 7. The proceeds of the Notes will be used to pay for the costs of the District Improvements as set out in Section 1 hereof.

Section 8. The Board of Commissioners hereby approves (and declares final) on behalf of the City the preliminary Official Statement prepared with respect to the notes and hereby authorizes the Mayor and Clerk-Treasurer or either of them to approve, execute and deliver on behalf of the City a final Official Statement relating to and describing the Notes. The officers of the City are further authorized to take any and all actions deemed necessary by them in connection with the carrying out and performance of the terms of this Ordinance.

Section 9. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the notes, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

- (a) not later than nine months after the end of each fiscal year of the City (the "Delivery Date"), financial information or operating data for the City generally consistent with the information set forth in the Introductory Section and the statistical Section of the City's Comprehensive Annual Financial Report ("Annual Financial Information");
- (b) when and if available, audited financial statements for the City; audited financial information shall be prepared on the basis of generally accepted accounting principles; and
- (c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties (no debt service reserve has been established with respect to the notes);
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties (no credit enhancement has been established with respect to the notes);
 - (5) substitution of credit or liquidity providers, or their failure to perform (there is no credit or liquidity provider for the notes);
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability (not applicable to the notes), Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the notes, or other material events affecting the tax status of the notes;
 - (7) modifications to rights of the holders of the notes, if material;
 - (8) bond calls, if material, and tender offers;

Nebraska City

- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the notes, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

Nebraska City

- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

- (d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information not later than the Delivery Date.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Bonds remain outstanding.

Section 10. The City of Nebraska City, Nebraska, hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said note issue, including monies held in any sinking fund for the payment of said Notes, which would cause said Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said note issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Notes with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The City hereby designates the Notes as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar 2016 in an amount in excess of \$10,000,000.

Nebraska City

Section 11. In order to promote compliance with certain federal tax and securities laws relating to the notes herein authorized (as well as other outstanding bonds) the City has previously adopted "Post-Issuance Compliance Policy and Procedures".

Section 12. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this _____ day of _____, 2016.

ATTEST:

Mayor

City Clerk-Treasurer

(S E A L)

Nebraska City
CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016
Agenda Item: # _____
Submitted By: Grayson Path, City Administrator
Dave Partsch, City Attorney
Dan Giittinger, Public Properties Director

A. Synopsis of Issue:

- a. Discussion/Action on Supplemental Agreement #2 – Final Design Engineering with Alfred Benesch & Company for the 4th Corso Viaduct.
- b. NDOR has created the Supplemental Agreement #2 and has negotiated the Scope of Services in this agreement for final design of the 4th Corso Viaduct.

B. Options:

- a. Approve the Supplemental Agreement #2, work with A. Benesch on Final Design, and continue the project towards construction.
- b. Do not approve the agreement, request additional information, request changes to the language, etc. Please provide staff with specific direction to what needs to be done.

C. Fiscal Note:

- a. The supplemental agreement is written to amend the original Section 9 of BK1266.
- b. Increased cost by \$267,149.87 (not-to-exceed without prior written approval).
- c. Final Design is 80/20, thus \$53,429.97.
- d. Street Department line item 12-12-5601, Capital Improvement, had \$182,000.00 budgeted for Kearney Hill, Nuckolls Square, and 4th Corso Viaduct. \$45,000.00 was budgeted for the 4th Corso Viaduct design. But, current projections are pushing the Kearney Hill project more in to FY16/17. Therefore at this time it appears that there will be room available in line item 12-12-5601.

D. Recommendation:

- a. Approve Supplement Agreement #2.
- b. Council will need to decide as soon as possible which option of design it will pursue (recommended no later than March 21st council meeting).
- c. Note: Approving this agreement will limit the Council to design options that involve building a viaduct (there were two options – current proposed design and shorter design but delay due to environmental).

Nebraska City

E. Background:

- a. A. Benesch has been the designer of the project since the beginning.
- b. Preliminary Engineering, Environmental and Final Design are 80/20 FHWA. This total is currently estimated at \$721,053.00. NDOR will be providing \$4 million for construction. The remaining costs (in a recent document produced by NDOR - \$3,238,005.00) will be City funds. This assumes a total project cost of \$7,959,058.00 (current NDOR estimates – updated February 2016).
- c. NDOR negotiated the scope of services on behalf of the City. To the best of the City Staff ability, the scope of services appears complete and sufficient.
- d. Final Design is the next phase. ROW will occur once Final Design is 90% complete (next FY).
- e. Final Design is to be completed by June 30, 2017.
- f. City Staff and NDOR are currently preparing an updated Master Agreement for the project that will update the original BM1119 (old template) and will include the \$4 million. NDOR is currently having internal discussions on how the funding will arrive. This agreement is expected to be before the Council in the March 21st council meeting.
- g. It is important to note to the Governing Body that the City Attorney and City Administrator had several conversations with NDOR and A. Benesch regarding the original consultant agreement BK1266 and this supplemental agreement. In a nutshell, an error occurred in BK1266 (April 2012) that listed Final Design as being part of the original pricing in the agreement document and in one part of the scope of services. But later in the scope of services, Final Design was removed in the section where the actual pricing for the project was given by A. Benesch (no costs were assigned to do final design). Emails were found where A. Benesch and NDOR acknowledged the mistake following signing and the original scope was voided and a corrected scope was inserted with Final Design completely removed. The agreement itself did not change and both parties agreed that it was negotiated with the intent that Final Design was not a part of BK1266. No evidence though is given that the City approved this change. After working with both parties, it is our opinion that the intent of the document BK1266 excluded Final Design, thus the pricing in that agreement did not include Final Design. The full price of BK1266 has been paid by FHWA and City (approved through NDOR). At this time, it is recommended that the Council move forward with Supplemental Agreement #2 and consider Final Design to have not been a part of BK1266.

Nebraska City

RESOLUTION

FINAL DESIGN SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 2 – BK1266

CITY OF NEBRASKA CITY

Resolution No. _____

Whereas: City of Nebraska City and Alfred Benesch & Company, have previously executed a Preliminary Engineering Services Agreement (BK1266) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Nebraska City understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Nebraska City and Alfred Benesch & Company wish to enter into a final design services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Nebraska City, Nebraska that:

Bryan Bequette, Mayor of City of Nebraska City is hereby authorized to sign the attached Final Design Services Supplemental Agreement No. 2 between the City of Nebraska City and 4th Corso Viaduct.

NDOR Project Number: URB-6217(4)

NDOR Control Number: 13159

NDOR Project Description: 4th Corso Viaduct

Adopted this _____ day of _____, 2016 at _____ Nebraska.

The City Council of Nebraska City, Nebraska:

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

Nebraska City

SUPPLEMENTAL AGREEMENT #2

CITY OF NEBRASKA CITY, NEBRASKA
ALFRED BENESCH & COMPANY
PROJECT NO. URB-6217(4)
CONTROL NO. 13159
4TH CORSO VIADUCT, NEBRASKA CITY
FINAL DESIGN

THIS SUPPLEMENTAL AGREEMENT is between the City of Nebraska City ("LPA") and Alfred Benesch & Company ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1266 and Supplemental Agreement #1 providing for Consultant to provide Preliminary Engineering for LPA's Federal Aid project, and

WHEREAS, it is necessary that final design services be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. URB-6217(4), as evidenced by the Resolution of LPA, attached as EXHIBIT 'A' and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "B", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The State will issue Consultant a written Notice-to-Proceed upon full execution of this Supplemental Agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement by June 30, 2017.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) 1, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$35,408.03 to \$65,146.06, an increase of \$29,738.03. Actual costs are increased from \$418,496.81 to \$655,908.65, an increase of \$237,411.84. The total agreement amount is increased from \$453,904.84 to \$721,054.71, an increase of \$267,149.87 which Consultant must not exceed without the prior written approval of the State.

Project No. URB-6217(4)
Control No. 13159
4th Corso Viaduct
Template T-AGR-1S Revised 8-4-14

Page 1 of 3
AGREEMENT # BK1266 Sup # 2

Nebraska City

SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

Nebraska City

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 18th day of February, 2016.

ALFRED BENESCH & COMPANY
Jeffrey A. Sockel
[Signature] SR-VP
Principal

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 18th day of February, 2016.



[Signature]
Notary Public

EXECUTED by LPA this _____ day of _____, 2016.

CITY OF NEBRASKA CITY
Bryan Bequette

Mayor

Subscribed and sworn to before me this _____ day of _____, 2016.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Nebraska City

**SUPPLEMENT #2 - SCOPE OF SERVICES
FINAL DESIGN
PROJECT NUMBER: URB 6217(4)
CONTROL NUMBER: 13159
4TH CORSO VIADUCT BETWEEN 1ST AND 5TH STREETS**

EXHIBIT A

PROJECT DESCRIPTION

The scope of the project consists of the reconstruction of the 4th Corso Viaduct between 1st and 5th Streets for the City of Nebraska City. The existing bridge was constructed in the late 1950's and needs replacement. The work required for final design of this project includes: construction phasing, roadway and bridge final design plans, and erosion control plans.

TASK 1 PROJECT MANAGEMENT

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-Consultants. Provide regular progress reports with invoices.

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants. Included with this task is coordination with Union Pacific Railroad regarding bridge elements, construction access, and right-of-way agreements.

TASK 2 GENERAL PROJECT MEETINGS

The Consultant will coordinate, facilitate and attend various meetings associated with the project. The following outlines the anticipated project meetings, the focus of the meetings, and assumed quantity of each meeting type. Any additional meetings not identified in this task shall be performed by supplemental agreement.

a. Progress Meetings (2)

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. Utility review / coordination will occur with the progress meetings.

b. Review Meetings (2)

The Consultant will schedule and attend review meetings to receive the LPA RC's review comments from the submittals.

TASK 4 UTILITY COORDINATION

The Consultant will perform utility coordination services for the project. This will include coordination meetings and preparing the Status of Utilities document for the PS&E submittal.

Nebraska City

Nebraska City Utilities will provide the layout, quantities and specifications for Street lighting on the on the project. Consultant will draft and incorporate Street Lights into the plan set.

TASK 6 GEOTECHNICAL EVALUATION

Final geotechnical services will consist of field and laboratory sampling and testing in the vicinity of proposed east pier (No. 3) in conjunction with engineering analysis and design deemed necessary by the Consultant for final bridge design including prediction of anticipated pile lengths near Pier No. 3.

a. Final Subsurface Exploration Program

The final subsurface exploration performed will generally include the advancement of a boring in the vicinity at the east pier to address piling design at the pier location. This includes project management, communication, and one meeting related to the final geotechnical evaluation.

b. Site Access Coordination

As required, The Consultant will coordinate with the City to access the boring location, which will be located near/partially in the roadway at the east approach to existing bridge for performance of the final subsurface exploration location required for the project. This includes site reconnaissance, one-call utility clearance and meeting with utility companies onsite, coordination with City for access to site and traffic control including required flaggers and signage, coordination of access of water onsite, water levels and site cleanup following completion of borings.

c. Final Field Investigation

Field investigation services will include one auger boring with rock coring, and sampling of in-situ materials. The Consultant will perform soil boring in accordance with ASTM D 1452, Standard Practice for soil Investigation and Sampling by Auger Borings. A machine-driven, continuous-flight auger having a diameter of six inches and hollow-stem auger having an inside diameter of 3-1/4 inches will be used to advance the holes for split-barrel and thin-walled tube sampling. Relatively undisturbed samples of cohesive soils will be obtained at selected locations in accordance with ASTM D 1587, Standard Method for Thin-Walled Tube Sampling of Soils, using an open-tube samplers having outside diameters of 3.0 and 5.0 inches, and ASSHTO T207. Coring of the bedrock will be performed in accordance with ASTM C 2113, Standard Practice for Diamond Core Drilling for Site Investigation. Representatives of the Consultant's engineering staff will determine the exact type, quantity, depth, and location of all field investigation and sampling activities.

The Consultant will perform standard penetration tests in those cohesive and cohesionless soils, when deemed appropriate, at five (5) foot increments in accordance with ASTM D 1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils, and AASHTO T206. Representative samples of the soil will be obtained for identification purposes.

The subsurface materials will be identified and described in accordance with ASTM D 2488-93, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).

Nebraska City

If suspected hazardous materials are encountered during drilling, the Consultant will abide by the requirements contained in AASHTO R21 applicable to situation encountered. Any subsurface contamination, as defined by the laws and regulations of the State of Nebraska detected by odor or visual examination will be reported to the Owner with a written recommendation to consult an environmental specialist to evaluate any compliance and/or project development issues. Should additional environmental evaluation services be required, they will be performed under a supplemental agreement to this contract.

d. Final Laboratory Testing Program

The laboratory tests that may be necessary to address final geotechnical engineering design identified above include but may not be limited to the following:

The Consultant will visually inspect the thin-walled tube samples of foundation and subgrade soils and perform the following laboratory testing as deemed necessary by a member of the Consultant's engineering staff:

1. Moisture contents of soil will be determined in accordance with either ASTM D 4643, Standard Test Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method, or ASTM D 2216, Standard Test Method for Determination of Water (Moisture) Content of Soil and Rock by Mass, or AASHTO T265. Dry unit weights of soils will be performed in accordance with the Displacement Method of the Corps of Engineers, EM1110-2-1906, Appendix II, Unit Weights, Void Ratio, Porosity, and Degree of Saturation.
2. Unconfined compression tests on representative samples of clayey foundation soils will be performed in accordance with ASTM D 2186-91, Standard Test Method for Unconfined Compressive Strength of Cohesive Soil, or AASHTO T208.
3. Unconfined compressive tests on representative core samples of bedrock will be performed in accordance with ASTM D 2938, Test Method for Unconfined Compressive Strength of Intact Rock Core Specimens, and AASHTO T226.

e. Final Geotechnical Engineering Analysis and Report

A final geotechnical engineering report will be issued for the structure. General field, laboratory, and analysis performed to provide geotechnical recommendations presented in the report will include the following:

1. Discussion of geotechnical exploratory and testing procedures.
2. Boring logs.
3. Tabular form of boring logs (soil survey) including location, depth, sample identification, similar to sample number, USCS symbol, soil description, depth to water, % moisture, % retained on the #200 sieve, plasticity index, group symbol (Nebraska).
4. Density and moisture content of undisturbed soil samples.
5. Unconfined compressive strength test and triaxial compression test shear strength results.
6. Soil classification test data.

Specific field exploration, laboratory testing, discussion and recommendations that will be presented in the final report includes the following:

Nebraska City

The geology and general conditions encountered as a result of the preliminary and final subsurface explorations, including but not limited to the presence of fill, groundwater levels, compressible soils, depths to bedrock, etc. Specific design recommendations for the installation of HP 12x53 or HP 14x89 piling. Recommendations will include estimated pile lengths required to attain pile capacities equal to the structural capacity of each section (i.e. maximum allowable section capacity of 0.25 times a yield strength of 50 ksi).

Settlement analyses to determine the estimated magnitude of settlement to be used in the final design of MSE walls and approaches. In addition, discussion will address anticipated time required for settlement to occur.

Global stability analyses for the design configuration of MSE walls and stability analysis for the embankment section.

TASK 12 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The Consultant will provide a quality review before the Final Plan submittal. As part of this task, a copy of their QA/QC plan will be provided to the LPA RC at the start of the project.

TASK 13 FINAL DESIGN

Final design activities will begin only after NDOR and the LPA has provided written direction to start these activities. Any additional design components not identified in this or other tasks contained in this scope of services shall be performed by supplemental agreement.

a. Final Bridge Design

After the TS&L is approved, the consultant will develop the final design and prepare final bridge plans for the viaduct in accordance with the requirements outlined in the AASHTO LRFD Bridge Design Specifications, Seventh Edition and subsequent interim revisions. The design and plans will also be completed in accordance with the NDOR Bridge Office Policies and Procedures Manual and associated drafting standards. The consultant will prepare final bridge design plans for the prestressed concrete design as indicated in the TS&L. Final bridge design will also include a complete set of quantity calculations according to the standard bid items in the Nebraska Standard Specifications and Special Provisions for this project.

The consultant will prepare an independent design check of all bridge calculations and plan items for the configuration indicated in the approved TS&L in accordance with NDOR requirements. The consultant will also perform a QC/QA review of the plans to verify conformance with design requirements.

Bridge plans will be submitted for review by City and NDOR at the 75% stage when design and detailing, but not checking are complete. At the 90% stage, after comments from the 75% submittal have been addressed and when the design and detail check is complete, bridge plans will be submitted for review by City and NDOR. Final completed bridge plans and special provisions (if necessary) will be submitted to the City and NDOR for final review. Once the final review process is complete, the PS&E package will be submitted to NDOR for bid advertisement and letting.

Nebraska City

The investigation and design of a de-icing system is not included as part of this scope of work. If desired, a supplemental agreement will be negotiated to provide these services.

During the construction phase, the consultant will provide shim thickness calculations, review shop drawing submittals and answer design related questions.

Bridge FINAL Design Sheet Estimate

No. of Sheets	Tasks
1	Notes, Quantities, and Index **
1	General Plan and Elevation
1	Coordinate Data / Geometric Layout
2	Geology and Pile Data
4	Abutments
3	Piers
1	Girder Layout & Separator Details
1	Girder Data
1	Bearing Details
1	Typical Sections and Details
2	Diaphragm/Turndown Details
1	Slab Details
3	Floor Drains & Piping
1	Pedestrian Barrier Rail
1	Pedestrian Railing
1	Rail on Bridge
2	Lighting Details
2	Approach Slabs
1	Rail on Approach Slabs
2	Approach Slab & Rail Bill of Bars / Bending Diagram
32	Total Number of Sheets

b. Final MSE Wall Design

The consultant will prepare the final geometric layout, typical sections, wall details, concrete protection barrier details and other miscellaneous details associated with the MSE walls at one or both of the bridge approaches as determined during preliminary design. Detailed design for the MSE wall system will be provided by the wall supplier as a proprietary element of their system.

Nebraska City

c. Bridge Hydrologic and Hydraulic Report

To complete the final design of the bridge, The consultant will prepare a HEC-RAS hydraulic analysis of the proposed bridge structure. The HEC-RAS analysis will be based upon the effective FEMA HEC-2 model of South Table Creek. The Duplicate Effective HEC-RAS model had been created during the Preliminary Engineering phase of the project. The results of the hydraulic modeling will be presented in a Hydrologic & Hydraulic report following the format specified in the 2015 NDOR Hydraulic Analysis Guidelines document. The project will require a No Rise Certification as the bridge crosses the Floodway of South Table Creek. The consultant will also prepare an Otoe County Floodplain Permit application for the project.

d. Updates to the Final Limits of Construction Plans

These plans include the Final Limits of Construction plan submittal. This task allows time to modify / update the existing plans as the project progresses through final design.

e. Final Plans (90%)

The final design begins after functional plans are approved and ends with the submittal of the final design plans. Final plans are considered 90% complete; the remaining 10% will be any revisions resulting from right of way negotiations. The work items to be completed and the level of detail at this stage of the design may be found on Checklist 06-70, Final Plan Review Checklist at the following website (<http://www.dor.state.ne.us/gov-aff/ipa/ipa-checklists/index.html>).

Additional Sheets that will be included as part of the Final Plan Set:

- Phasing Sheets
- Joints, Geometrics, and Grades
- Signing and Pavement Marking Plan
- Updated Plan and Profile (Bridge Details)
- Seeding and Erosion Control
- Earthwork Computations

f. Right of Way Cost Estimate

After the review and approval of the functional plans, the LPD Project Coordinator will issue a notice to proceed with the right-of-way design to the LPA.

Right of Way Cost Estimate. The Consultant is to prepare a Right of Way Cost Estimate; the following items are required in the estimate:

Nebraska City

- Land Value - The land value for all fee takings and easements shall be calculated on a square foot cost basis. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.
- Damage Costs - Damage costs must be determined for each tract. These will include cost to cure items and damages to the remainder of the property.
- Administrative Costs and Incidental Expenses – These costs will include the fees for the Appraisal, Appraisal Review, and Consultant negotiation fees. An incidental cost should be included for each tract on the project.

g. Right-of-Way Revisions during Appraisals / Negotiations / Condemnations

An independent Right-of-Way agent will be conducting the appraisals, negotiations, and condemnations (if necessary). During these activities, the consultant will be required to update / revise different elements of the design. This task allows effort to revise:

- Design Plans
- Right-of-Way Plans
- Tract Maps
- Legal Descriptions

A Right-of-Way Certificate will be issued at the completion of these activities.

h. Draft PS&E Submittal

The Consultant shall submit a draft PS&E package, along with all project checklists, to the RC for final review. The package will include the plan set, special provisions, and total project quantities. The Consultant shall prepare an updated total estimate of quantities and project cost estimate.

i. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, the Consultant will prepare and submit all drawings, special provisions, and an estimate of quantities to the LPA RC for the final PS&E review. After the LPA RC has completed their review of the PS&E plans and specifications, the LPA RC will instruct the Consultant to submit the bid package to the NDOR PC. The bid package includes horse blankets, summary of quantity sheets (DR 342 and DR 343) sealed drawings and special provisions.

j. Special Provisions

The Consultant will draft any special provisions necessary for the contract documents including a prosecution and progress; status of right-of-way; and status of utilities.

TASK 14 CONSTRUCTION PHASE

Construction Phase services are not included with this scope of service, but can be provided by amendment if requested by the LPA RC.

Nebraska City

Nebraska City 4th Corso Viaduct

Project Schedule

Project Number URB-6217(4)

Control Number 13159

<u>Task</u>	<u>Date</u>
Notice to Proceed with Final Design	February 19, 2016
TS&L and H&H Report	March 11, 2016
Request Railroad Agreement	March 25, 2016
Final Roadway Design Complete	May 16, 2016
Submit ROW Plans and Cost Estimate	May 27, 2016
Wetland Delineation Verification/Permit Application	August 8, 2016
Submit 90% Bridge plans	October 28, 2016
Submit Green Sheet	December 16, 2016
Submit PS&E Package	January 7, 2017
Letting	June, 2017

Nebraska City

Staffing Plan	Bridge Replacement
----------------------	---------------------------

Project Name: 4th Corso Viaduct Between 1st and 5th Street Consultant: Alfred Benesch & Company Consultant PM: Patrick Kastl LPA RC: Dan Giltlinger NDOR PC: Glen Steffensmeier Date: January 21, 2016	Project Number: URB 6217(4) Control Number: 0013159 <div style="text-align: center; margin-top: 20px;">  <p>NDOR Nebraska Department of Roads</p> </div>
---	---

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	DT	Design Technician
2	PM	Program Manager	7	TECH	Technician
3	SENG	Structural Engineer	8	ADM	Administrative
4	DENG	Design Engineer	9	GENG	Geotechnical Engineer
5	QC	Quality Control	10	GTCH	Geotechnical Technician

Overhead Rate⁽¹⁾
158.60%
Fee for Profit Rate⁽²⁾
13.10%
FCCM (if applicable)

BLENDED RATES TABLE

Employee Name	Job Title & Certifications ⁽³⁾	Hourly Salary Rate ⁽⁴⁾	% Assigned
Principal			
Jeff Sockel	Principal	\$65.00	100%
Blended Rate:		\$65.00	
Program Manager			
Pat Kastl	Project Manager	\$53.00	100%
Blended Rate:		\$53.00	
Structural Engineer			
Aaron Buetner, PE	Project Manager I	\$62.00	50%
Barney Frankl, PE	Project Engineer I	\$35.70	35%
Max Kreuzberg, EI	Designer I	\$24.70	15%
Blended Rate:		\$42.20	
Design Engineer			
Pat Kastl, PE	Project Manager II	\$63.00	35%
Chris Hennings, PE	Project Engineer I	\$32.80	50%
Stephanie Rathburn, PE	Project Engineer II	\$38.50	15%
Blended Rate:		\$40.73	
Quality Control			
Steve McCullough, PE	Sr. Project Manager	\$64.00	100%
Blended Rate:		\$64.00	

Staffing Plan

Nebraska City

BLENDED RATES TABLE

Employee Name	Job Title & Certifications ⁽¹⁾	Hourly Salary Rate ⁽²⁾	% Assigned
Design Technician			
Tracy Salisbury	Roadway Designer	\$26.20	40%
Greg Clark	Roadway Designer	\$39.70	30%
Nathan Finn	Technologist I	\$18.80	30%
Blended Rate:		\$28.03	
Technician			
Blended Rate:			
Administrative			
Dianne Bruckner	Division Admin Assistant II	\$18.70	100%
Blended Rate:		\$18.70	
Geotechnical Engineer			
Brandon Desh	Engineer	\$47.00	100%
Blended Rate:		\$47.00	
Geotechnical Technician			
Chad Luedke	Field/Lab Technician III	\$23.30	50%
Greg Wetphal	Project Scientist II	\$25.30	50%
Blended Rate:		\$24.30	

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

Final Design Hours	Bridge Replacement
Project Name: 4th Corso Viaduct Between 1st and 5th Street	Project Number: URB 6217(4)
Consultant: Alfred Benesch & Company	Control Number: 13159
Consultant PM: Patrick Kasl	
LPA RC: Dan Gittinger	
NDOR PC: Glen Steffensmeier	
Date: January 21, 2016	

TASKS	PERSONNEL CLASSIFICATIONS											Total
	PR	PM	SENG	DENG	QC	DT	TECH	ADM	GENGGTCH			
1. Project Management	18	128						18				164
a. Project Management	18	128						18				164
2. General Project Meetings	8	16	16	16				4				60
a. Progress Meetings	5	8	8	8				2				34
b. Review Meetings		8	8	8				2				28
4. Utility Coordination			16	32		16						64
a. Utility Coordination			16	32		16						64
6. Geotechnical Evaluation								55	82			137
a. Final Subsurface Exploration Program									14			14
b. Site Access Coordination									7	50		57
c. Final Field Investigation									5	24		29
d. Final Laboratory Testing Program									8	8		16
e. Final Geotechnical Engineering Analysis									21			21
12. Quality Assurance/Quality Control	14				26							40
a. Quality Assurance/Quality Control	14				26							40
13. Final Design			172	336		275						783
a. Final Bridge Design (SEE BELOW)												
b. Final MSE Design												
i. Notes, Quantities and Index			8			16						24
ii. Typical Sections and Details			60			48						108
iii. Coordinate Data / Geometric Layout			26			16						42
iv. Wall Plan and Profile Sheets			24			16						40
v. Special Provisions			30			16						46
vi. QC/QA Review												
vi. Quantity Calculations				30		16						46
c. Bridge Hydrologic and Hydraulic Report				80								80
d. Updates to the Final LOC Plans				30		35						65
e. Final Plans (90%)				40		40						80
f. Right-of-Way Cost Estimate				40								40
g. Right-of-Way Revisions during A/N/C				40		24						64
h. Draft PS&E Submittal			8	40		40						88
i. Final PS&E Submittal			8	8		8						24
j. Special Provisions			8	28								36
13a. Bridge Final Design		12	646			378						1036
a. General Bridge Design Items												
i. Special Provisions			12									12
ii. Inspection Trips and Client Meetings		12	12									24

Consultant's Estimate of Hours

Nebraska City

TASKS	PERSONNEL CLASSIFICATIONS										Total	
	PR	PM	SENG	DENG	QC	DT	TECH	ADM	GENGTCH			
iii. Roadway Coordination			20									20
iv. Load Rating / LRSS			16			6						22
v. Quantity Calculations			16									16
vi. QC/QA Review												16
b. Concrete Original Design												
i. Notes, Quantities and Index			6			4						10
ii. General Plan and Elevation			18			16						34
iii. Coordinate Data / Geometric Layout			14			12						26
iv. Geology and Pile Data			16			16						32
v. Abutments			72			40						112
vi. Piers			100			52						152
vii. Girder Layout & Separator Details			20			12						32
viii. Girder Data			44			8						52
ix. Bearing Details			16			8						24
x. Typical Sections and Details			28			24						52
xi. Diaphragm/Turndown Details			28			24						52
xii. Slab Details			28			20						48
xiii. Floor Drains & Piping			50			40						90
xiv. Pedestrian Barrier Rail			8			6						14
xv. Pedestrian Railing			14			8						22
xvi. Rail on Bridge			10			8						18
xvii. Lighting Details			36			24						60
xviii. Approach Slabs			32			24						56
ixx. Rail on Approach Slabs			10			10						20
xx. Appr. Slab & Rail Bill of Bars / Bending Diag.			20			16						36
c. Steel Original Design												
i. Notes, Quantities and Index												
ii. General Plan and Elevation												
iii. Coordinate Data / Geometric Layout												
iv. Geology and Pile Data												
v. Abutments												
vi. Piers												
vii. Girder Layout & Separator Details												
viii. Girder Data												
ix. Bearing Details												
x. Typical Sections and Details												
xi. Diaphragm/Turndown Details												
xii. Slab Details												
xiii. Floor Drains & Piping												
xiv. Pedestrian Barrier Rail												
xv. Pedestrian Railing												
xvi. Rail on Bridge												
xvii. Lighting Details												
xviii. Approach Slabs												
ixx. Rail on Approach Slabs												

Consultant's Estimate of Hours

Nebraska City

TASKS	PERSONNEL CLASSIFICATIONS										Total	
	PR	PM	SENG	DENG	QC	DT	TECH	ADM	GENGGTCH			
xx. Appr. Slab & Reel Bit of Bars / Bending Diagr.												
<i>Total Days</i>	5	19.5	106	48	3.25	83.6		2.75	6.9	10	285.5	
Total Hours	40	156	850	384	26	669		22	55	82	2,284.0	

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**

Nebraska City

Project Cost & Breakdown	Bridge Replacement
Project Name: 4th Corso Viaduct Between 1st and 5th Street	Project Number: URB 6217(4)
Consultant: Alfred Benesch & Company	Control Number: 13159
Consultant PM: Patrick Kastl	
NDOR PC: Glen Steffensmeier	
Date: January 21, 2016	

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	40.0	\$65.00	\$2,600.00
Program Manager	156.0	\$53.00	\$8,268.00
Structural Engineer	850.0	\$42.20	\$35,870.00
Design Engineer	384.0	\$40.73	\$15,640.32
Quality Control	26.0	\$64.00	\$1,664.00
Design Technician	669.0	\$28.03	\$18,752.07
Technician			
Administrative	22.0	\$18.70	\$411.40
Geotechnical Engineer	55.0	\$47.00	\$2,585.00
Geotechnical Technician	82.0	\$24.30	\$1,992.60
Subtotal			\$87,783.39

DIRECT EXPENSES		Amount
Subconsultants:		
Printing And Reproduction:		\$556.00
Mileage/Travel:		\$253.00
Lodging/Meals:		
Other Miscellaneous Costs:		\$9,595.00
Subtotal		\$10,404.00

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$87,783.39
Overhead @ 158.60%		\$139,224.46
Total Labor Costs		\$227,007.85
Fee for Profit Rate @ 13.10%		\$29,738.03
Facility Capital Cost of Money (FCCM) @ (direct labor cost x FCCM%)		
Direct Expenses		\$10,404.00
TOTAL COST		\$267,149.87

LABOR COST BY MAJOR TASKS	Direct Labor	Overhead	Profit	Amount
1. Project Management	\$8,290.60	\$13,148.89	\$2,808.57	\$24,248.06
2. General Project Meetings	\$2,769.60	\$4,392.59	\$938.26	\$8,100.43
4. Utility Coordination	\$2,426.88	\$3,849.03	\$822.14	\$7,098.06
6. Geotechnical Evaluation	\$4,577.80	\$7,260.07	\$1,550.74	\$13,388.41
12. Quality Assurance/Quality Control	\$2,574.00	\$4,082.36	\$871.98	\$7,528.35
13. Final Design	\$28,650.25	\$45,439.30	\$9,705.73	\$83,795.28
13a. Bridge Final Design	\$38,492.54	\$61,049.17	\$13,039.96	\$112,581.67
	\$87,781.47	\$139,221.41	\$29,737.36	\$256,740.26

Project Cost Breakdown

CITY OF NEBRASKA CITY

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



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016
Agenda Item: # _____
Submitted By: Grayson Path, City Administrator
Dan Giittinger, Public Properties Director

A. Synopsis of Issue:

- a. Regarding the Steinhart Trail Project, ENH-66(34).
- b. In the original agreement (BM1118) dated June 2011, the City would serve all Responsible Charge (RC) duties as well as pick who would complete Construction Engineering and Inspection (CE&I) – “oversight” duties.
- c. In a Supplemental Agreement #1 dated August 2015, the City agreed to give the NDOR both RC and CE&I duties. NDOR would have complete control of the project.
- d. In an email sent to the Public Properties Director on 10/26/15, the NDOR stated that they were going to outsource the CE&I duties to a private engineering firm.
- e. NDOR felt that Supplemental Agreement #1 somewhat meant this, but the City Attorney, Public Properties Director and City Administrator disagreed and requested that a supplemental agreement #2 be given to the Council for consideration and approval (official approval).
- f. The attached Supplemental Agreement #2 basically gives the NDOR the option of outsourcing CE&I duties to a private entity which is currently how they are proceeding using Schemmer & Associates.
- g. In a nutshell, this Supplemental Agreement #2 is designed to “clean-up” the language from Supplemental Agreement #1.

B. Options:

- a. Approve the agreement. Project will continue on schedule. Contractor was awarded by Council in December 2015.
- b. Challenge this agreement. Will delay the project. NDOR will likely argue that Supplemental Agreement #1 gave them the authority to begin with. Unknown what outcome will come of this.

C. Fiscal Note:

- a. The issue is possible savings to have NDOR serve CE&I duties rather than a private engineering firm. But, the savings are not in the man hours, but rather in the overhead charges built in to the expenses. At no point did NDOR estimate their cost for CE&I, thus a true difference cannot be calculated. In addition, this project is 80/20. The City’s current estimated expense for CE&I is about \$29.3k (this agreement is still being edited by City staff). So the amount of savings that

Nebraska City

NDOR could provide the City as CE&I is likely immaterial compared to the expense in challenging this and delaying the project further.

D. Recommendation:

- a. Approve Supplemental Agreement #2.

E. Background:

- a. NDOR has stated that they are unable to spare the necessary manpower to serve as CE&I for this project thus must outsource this responsibility.
- b. Private engineering firm will be Schemmer and Associates who designed the project. Street Commissioner Johns, Public Properties Director Giittinger and City Administrator Path met with their engineers on February 3, 2016 where this issue was discussed and the importance of keeping expenses for the project within budget was stressed. Confident this will occur.
- c. At this point, the Public Properties Director will serve strictly as a liaison for the City while a NDOR employee will be RC of the project.

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

Nebraska City

SUPPLEMENTAL AGREEMENT NO. 2
PROJECT PROGRAM

CITY OF NEBRASKA CITY, NEBRASKA
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. ENH-66(34)
CONTROL NO. 13055
NEBRASKA CITY STEINHART PARK TRAIL, PHASE 2

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between City of Nebraska City, 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 collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement BM1118, executed by the LPA on June 6, 2011 and executed by the State on June 14, 2011, hereinafter referred to as the "Original Agreement", and

WHEREAS, this Supplement is to clarify the roles and responsibilities of the State as it pertains to Construction Engineering and Responsible Charge duties, and

WHEREAS, the State will provide the Responsible Charge duties during the construction phase of this project, and

WHEREAS, the Parties understand the **State may retain a Professional Services provider to assist State with construction engineering and inspection services for this project**, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. ENH-66(34), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2016, 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 LPA agrees to allow a representative of the State to perform all duties of construction engineering, inspection and to serve in the capacity of the Responsible Charge (RC) for this project during the construction phase. State may hire Professional Service providers to assist State with project inspection and certain project management duties for the project.

Nebraska City

- a) The State Representative will perform the duties of the RC as outlined in SECTION 4, PART C RESPONSIBLE CHARGE (RC) REQUIREMENTS of the Original Agreement.
- b) Parts of Section 23, CONSTRUCTION ENGINEERING of the Original Agreement are amended as follows. The State Representative shall perform or hereby authorize the State to retain the Professional Services providers deemed necessary by the State for the development and construction engineering and inspection for the project.
- c) The expense incurred by State employees to perform tasks related to construction engineering, inspection and Responsible Charge duties shall be part of the cost of this project.

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. ENH-66(34) executed by the LPA on June 6, 2011 and executed by the State on June 14, 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 _____, 2016.

WITNESS:

CITY OF NEBRASKA CITY
Bryan Bequette

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2016.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Mick Syslo, P.E.

Materials and Research Division Engineer

Nebraska City

RESOLUTION

SUPPLEMENTAL PROJECT PROGRAM AGREEMENT NO. 2 – BM1118

City of Nebraska City

Resolution No. _____

Whereas: City of Nebraska City and Nebraska Department of Roads (NDOR) have previously executed Project Program Agreement BM1118 for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Nebraska City understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Nebraska City and NDOR wish to enter into Supplemental Project Program Agreement No. 2 setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Nebraska City, Nebraska that:

Bryan Bequette, Mayor of the City of Nebraska City, Nebraska is hereby authorized to sign the attached Project Program Supplemental Agreement No. 2 between the City of Nebraska City and the NDOR.

City of Nebraska City is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Program Agreements.

NDOR Project Number: ENH-66(34)

NDOR Control Number: 13055

Project Location: Nebraska City Steinhart Park Trail – Phase 2

Adopted this _____ day of _____, 2016 at _____ Nebraska.
(Month) (Year)

The City Council of the City of Nebraska City, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature of City Clerk

Nebraska City

****REMINDER** ROBERTS RULES 1. PRESENTATION 2. MOTION 3. DEBATE 4. VOTE**



Agenda Information Support Sheet

To: Mayor and Commissioners

Council Meeting: March 7, 2016
Agenda Item: # _____
Submitted By: Grayson Path, City Administrator
Dan Giittinger, Public Properties Director

A. Synopsis of Issue:

- a. Discussion/Action regarding the Steinhart Trail Project, ENH-66(34).
- b. NDOR has prepared the Professional Services Agreement between the Nebraska Department of Roads and The Schemmer Associates, Inc. for Construction, Engineering and Inspection of the Trail Project.
- c. In order to proceed with the project, the City Council must approve a Professional Services Agreement such as the one presented tonight.

B. Options:

- a. Approve the agreement. Project will continue on schedule. Contractor was awarded by Council in December 2015. Project will begin once NDOR provides the Notice to Proceed (NTP).
- b. Challenge this agreement. Will delay the project. If there are items that the Council would like re-examine, please provide City Staff with guidance.

C. Fiscal Note:

- a. The entire project, including CE&I, is 80/20 with the FHWA. This agreement has a total of \$146,174.05. City's share is therefore \$29,234.81.
- b. Most 80/20 agreements are paid up front, thus FY15/16.
- c. City budgeted \$150,000.00 in FY15/16.
- d. At this time, following bid openings and price negotiations, between the construction agreement and this agreement, the City's total cost is estimated between \$190,000 and \$200,000.
- e. City Staff is continuing to work with NDOR to try and spread the cost out across two fiscal years. So unless the Council requests that we pay it all in this Fiscal Year, we will implement an arrangement and report back to the council the details once/if made. Otherwise, the council would need to be prepared to pay the entire amount in FY15/16, including part out of reserves.
- f. Street Department Line Item 12-12-5623. To date, there has been \$0.00 spent in this line item.

D. Recommendation:

- a. Approve the Professional Services Agreement.

Nebraska City

- b. Authorize the City Administrator to make financial arrangements with NDOR to spread the cost out across two fiscal years, but otherwise to pay all when billed if unsuccessful.

E. Background:

- a. Schemmer Associates, Inc. served as designer of the project.
- b. Schemmer Associates, Inc. will provide complete oversight of the project (scope of services).
- c. NDOR will provide all RC duties of the project (FHWA compliance, construction compliance, engineer compliance, Q&A, etc.).
- d. Change orders will be coordinated between the City and NDOR.
- e. Council awarded contractor bid in December 2015.
- f. Project remains open until the final audit is complete (could take a few years). Therefore final costs will not be worked out for another few years. Audit performed by NDOR.
- g. NDOR negotiated agreement and scope of services with Schemmer. To the best of our City Staff ability, scope appears very comprehensive and complete.
- h. Construction is estimated at 60 working days.
- i. Changes to the agreement must occur in advance and in writing before implementing the change.
- j. If project is terminated by City, must reimburse FHWA for costs to-date.
- k. City staff will coordinate with Park and Street Commissioners for any and all meetings with NDOR, Engineer and Contractor.
- l. City Attorney and City Administrator reviewed and edited the agreement. NDOR made nearly all our requested changes. The few others are immaterial.

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