

Mr. President.

SPEAKER NICHOL: The report is confirmed. Thank you, Senator Harris. We will now move on to LB 179.

CLERK: Mr. President, LB 179 was offered by Senator DeCamp. (Read title.) The bill was first read on January 15 of this year. It was referred to the Public Works Committee for hearing. The bill was advanced to General File, Mr. President. There are Public Works Committee amendments pending.

SPEAKER NICHOL: Senator DeCamp. It doesn't look like our Chairman or Vice-Chairman are here, Senator DeCamp. You may be hung up here the rest of the day.

SENATOR DECAMP: Mr. President and members, let's do the committee amendments.

SPEAKER NICHOL: Senator DeCamp.

SENATOR DECAMP: LB 179 was originally introduced by me...was introduced by me and originally had a rather detailed explanation or set of circumstances, conditions, where it would impose standards upon the Department of Roads to ensure that when they are doing new road construction, and not just the Department of Roads but municipalities also, when they were doing new road construction that they made certain that they didn't destroy businesses along the way by simply cutting them off and literally leaving them without any customers. For a variety of reasons, the committee determined to completely change the bill and just establish the standard that they should have reasonable ingress and egress, reasonable access and exit to the business during the construction. That was the amendment accepted and it was primarily a result of testimony by the Department of Roads, by the municipalities, I think some of the legal counsel for those that said, yeah, that is a general rule and they do put that in most of their contracts. So the committee determined that it would not be unreasonable to put into law a standard that they did have to make sure that when they did a contract they did have reasonable ingress and egress to it and that is what the amendment does. I understand there have been some things passed out that show that this is one of the things they put in the contracts, the standard, therefore, shouldn't be