
City of Grand Island



Tuesday, March 26, 2013
Council Session Packet

City Council:

Linna Dee Donaldson
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Bob Niemann
Mike Paulick

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

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

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

Invocation - Pastor Bill Pavuk, St. Pauls Lutheran Church, 1515 South Harrison Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item C1

Recognition of Donald Jelinek, Senior Engineering Technician with the Utilities Department for 40 Years with the City of Grand Island

The Mayor and City Council will recognize Donald Jelinek, Senior Engineering Technician with the Utilities Department for 40 years of service with the City of Grand Island. Mr. Jelinek was hired on March 3, 1973 as an Engineering Aide I, was promoted to Engineering Aide II on September 1, 1975, promoted to Engineering Aide III on April 16, 1979, and moved to his current position of Senior Engineering Technician on September 1, 1992. We congratulate and thank Mr. Jelinek for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Jay Vavricek

Forty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

DONALD JELINEK

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



3-3-13
Date
2-21-13
Date

Department Director
Mayor

© G. Neil Companies, Call Toll Free 1-800-892-9111 to order #R03-AM



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item C2

Proclamation “Sexual Assault Awareness Month” April, 2013

Sexual violence is widespread and impacts every community member of Grand Island. By increasing education, awareness, and community involvement, there is evidence that we can prevent sexual violence in Grand Island. The Mayor has proclaimed the month of April 2013 as "Sexual Assault Awareness Month". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

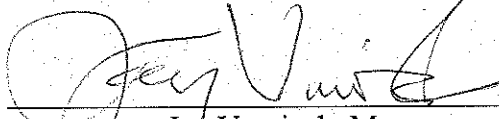
- WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and impacts every community member of Grand Island; and
- WHEREAS, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women and one in 71 men will be raped at some point in their lives (Black et al., 2011).; and
- WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before the age 18 (Dube et al., 2005).; and
- WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and
- WHEREAS, with leadership, dedication, and encouragement, there is evidence that we can be successful in preventing sexual violence in Grand Island through increased education, awareness, and community involvement; and
- WHEREAS, Grand Island strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual violence. It's time for all of us to start conversations, take appropriate action and support one another to create a safer environment for all.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2013 as

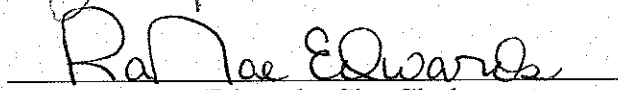
***“SEXUAL ASSAULT
AWARENESS MONTH”***

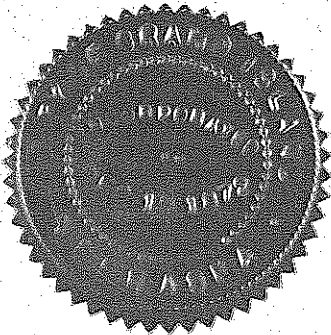
in the City of Grand Island, and encourage all citizens to join advocates and communities across the country in playing an active role to prevent sexual violence. Along with the United States Government and State of Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-sixth day of March in the year of our Lord Two Thousand and Thirteen.


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, March 26, 2013

Council Session

Item E1

**Public Hearing on Request to Rezone Property Located North of
Fonner Park Road, South of Nebraska Avenue, East of Pleasant
View Drive, and West of Sun Valley Drive from R1 Suburban
Residential to R2 Low Density Residential**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 26, 2013

Subject: To Rezone Properties Located North of Fonner Park Road and East of Pleasant View Drive from R1 Suburban Residential Zone to R2 Low Density Residential Zone

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

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

Background

Concerning a request to rezone properties consisting of 4.399 acres located north of Fonner Park Road and east of Pleasant View Drive from R1 Suburban Residential Zone to R2 Low Density Residential Zone.

Discussion

At the regular meeting of the Regional Planning Commission, held March 6, 2013 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained this was to rezone approximately 4.399 acres of land north of Fonner Park Road and east of Pleasant View Drive, from R1 Suburban Density Residential to R2 Low Density Residential, in the City of Grand Island. The purpose of this rezoning request is to allow the subdivision of this property in a manner that is consistent with the current market conditions.

Proposed development at this site is 11 townhouse units that will provide market rate housing.

O'Neill closed the Public Hearing.

A motion was made by Ruge and seconded by Eriksen to approve the rezone from R1 Suburban Residential Zone to R2 Low Density Residential.

A roll call vote was taken and the motion passed with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Haskins, Snodgrass and Eriksen,) and no one voting against.

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

Alternatives

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

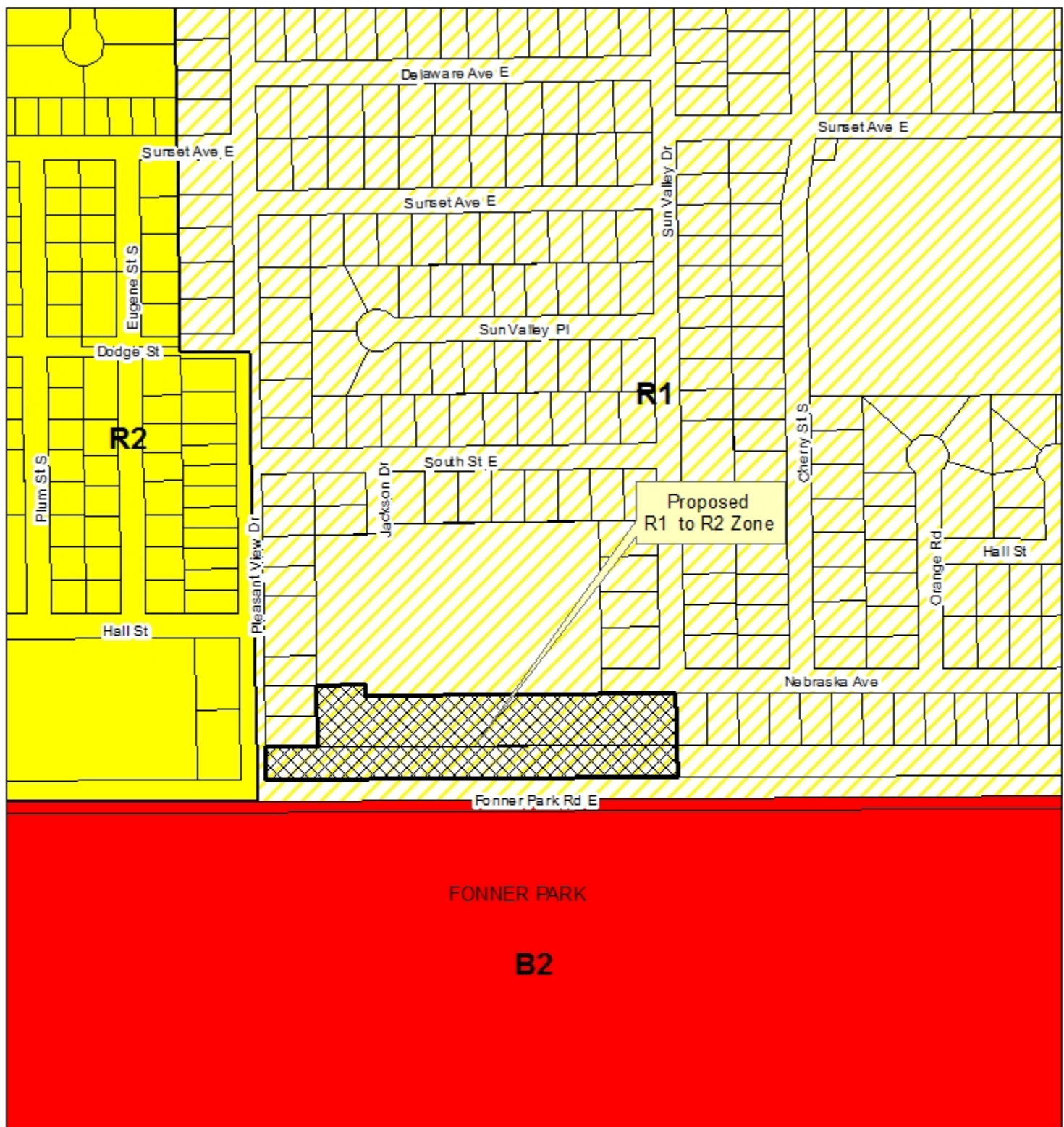
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Approve the rezone request for property proposed for platting as Pleasant View 16th Subdivision.





Requested Zoning



Scale : NONE

C-09-2013GI



-  From R1 : Suburban Residential Zone
-  to R2 : Low Density Residential Zone



GRAND ISLAND
CITY OF GRAND ISLAND
2013

Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING

COMMISSION:

March 6, 2013

SUBJECT: *Zoning Change (C-09-2013GI)*

PROPOSAL: To rezone approximately 4.399 acres of land north of Fonner Park Road and east of Pleasant View Drive, from R1 Suburban Density Residential to R2 Low Density Residential, in the City of Grand Island. The purpose of this rezoning request is to allow the subdivision of this property in a manner that is consistent with the current market conditions.

OVERVIEW:

Site Analysis

Current zoning designation:

R1-Suburban Density Residential.

Permitted and conditional uses:

R1 - Agricultural uses, recreational uses and residential uses at a density of 4 dwelling units per acre.

Comprehensive Plan Designation:

Designated for future low to medium residential development.

Existing land uses.

Vacant

Adjacent Properties Analysis

Current zoning designations:

South: B2-General Business

North and East: R1-Suburban Density Residential

West: R1-Suburban Density Residential and R2-Low Density Residential

Permitted and conditional uses:

R1 - Agricultural uses, recreational uses and residential uses at a density of 4 dwelling units per acre. R2- Agricultural uses, recreational uses and residential uses at a density of 7 dwelling units per acre. B2-Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses.

Comprehensive Plan Designation:

North, East and West: Designated for future low to medium density residential development.

South: Designated for Public/Recreational Development

Existing land uses:

North: Vacant property and a R1 Zoned Residential Development

East: R1 Zoned Residential Development

South: Drainage way and Fonner Park (campground)

West: R1 and R2 zoned Residential Development

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for low to medium density residential redevelopment (typically R1 to R3).
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available to service the rezoning area.
- *Infill Development:* This development will complete a subdivision started in 1976
- *Monetary Benefit to Applicant:* Would allow the applicant to develop and sell this property.
- *Provides additional housing units within the City of Grand Island:* The proposed rezoning would allow the development of 4 additional lots along Nebraska Avenue. This would provide for 4 additional dwellings in this neighborhood.

Negative Implications:

- *Changes the Neighborhood:* The houses surrounding this field will have neighbors backing onto them.
- *Will likely increase the traffic on Nebraska Ave:* Even though there are two accesses north from this area to South Street and eventually Bismark Road these developments is likely to increase traffic on Nebraska Avenue as that street will no longer be a dead end street. The proposed housing units on this property will generate an average of 10 trips per day per household.

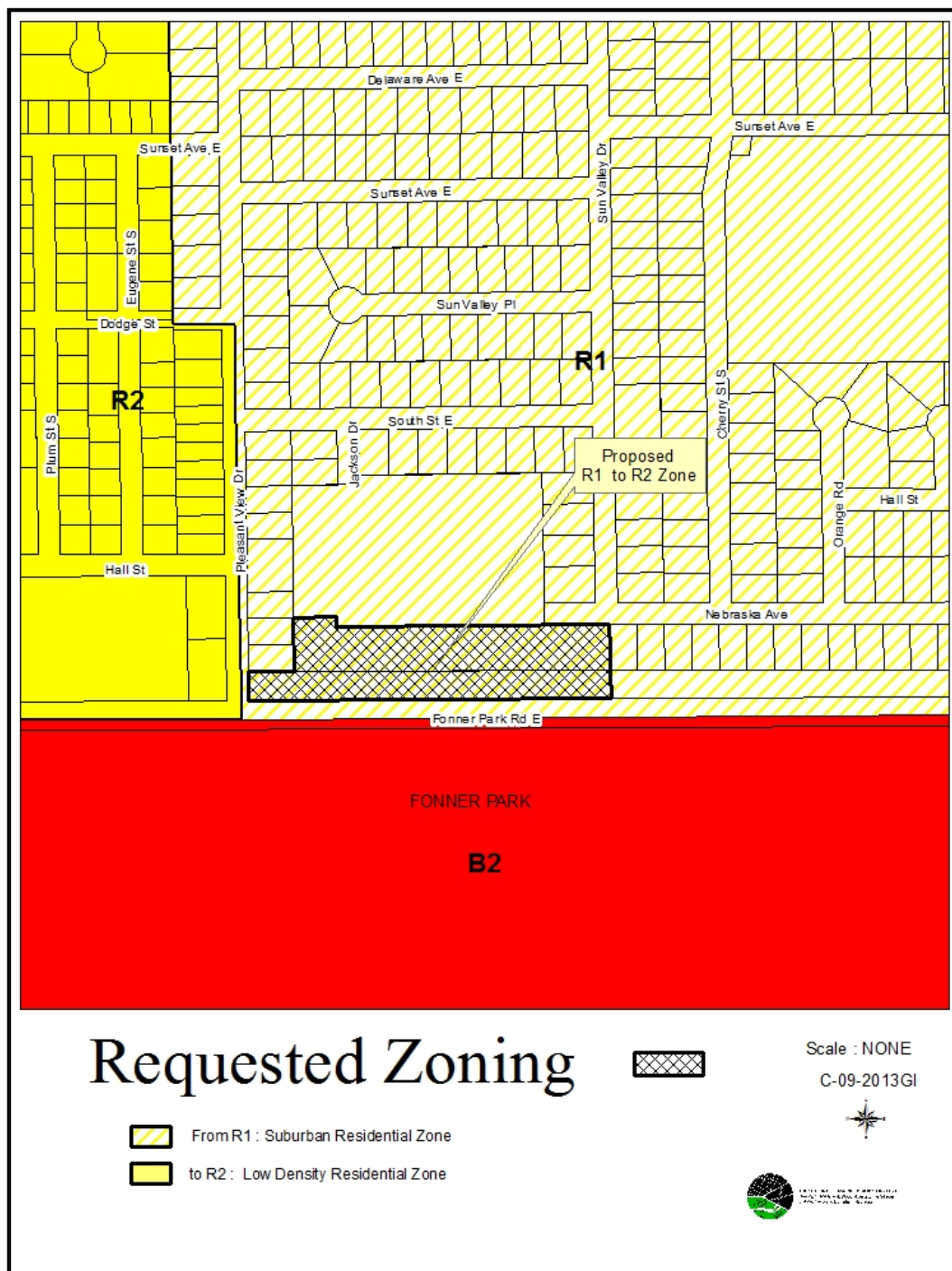
Other Considerations

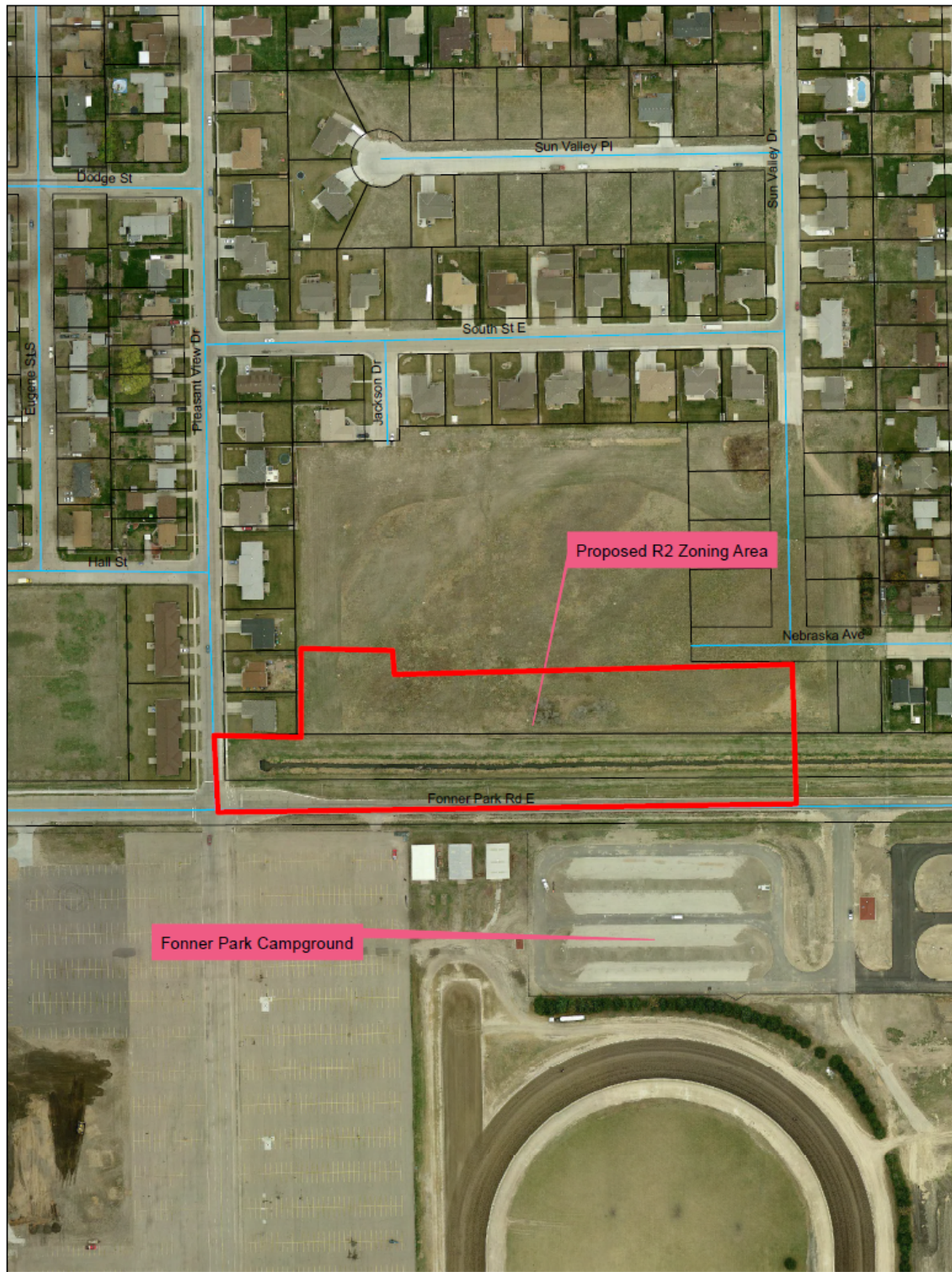
This proposal is consistent with the 2004 comprehensive plan.

RECOMMENDATION:

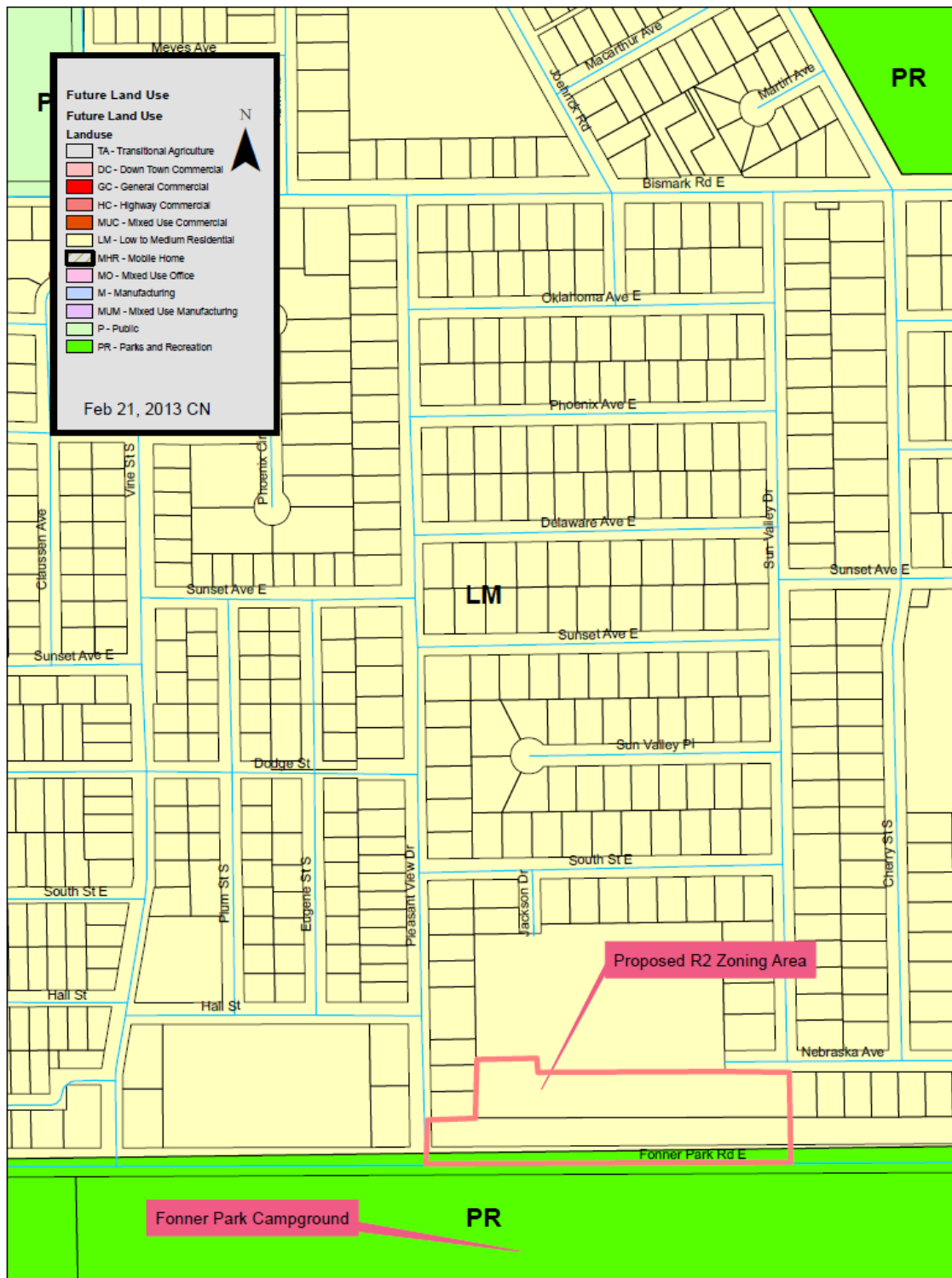
That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on the this site from R1-Suburban Density Residential to R2-Low Density Residential as requested and shown on the attached map.

_____ Chad Nabity AICP, Planning Director





2011 Aerial Photos



2004 Future Land Use Map as Adopted with the Grand Island Comprehensive Plan

February 20, 2013

Dear Members of the Board:

RE: Rezoning – Change of Zoning. Rezone request changing property from R1 Suburban Residential Zone to R2 Low Density Residential, located in the City of Grand Island.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a rezone request to the Grand Island Zoning Map from R1 Suburban Residential Zone to R2 Low Density Residential, a tract of land comprising a part of the West Half of the Northeast Quarter (W1/2 NE1/4), of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in the City of Grand Island, in Hall County Nebraska. As shown on the enclosed map.

You are hereby notified that the Regional Planning Commission will consider this zoning change at the next meeting that will be held at 6:00 p.m. on March 6, 2013 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Rockwell & Assoc.

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item E2

Public Hearing on Acquisition of Permanent Easement Located in the State Street/Capital Avenue Connector Trail Area (Niedfelt Property Management Preferred, LLC)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Gripenstroh, Public Works Project Manager

Meeting: March 26, 2013

Subject: Public Hearing on Acquisition of Permanent Easement
Located in the State Street/Capital Avenue Connector
Trail Area (Niedfelt Property Management Preferred,
LLC)

Item #'s: E-2 & G-10

Presenter(s): John Collins, Public Works Director

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A permanent easement is needed adjacent to 3703 West Capital Avenue to accommodate the State Street/Capital Avenue Connector Trail Improvement Project.

Discussion

A permanent easement is needed from the property owner at 3703 West Capital Avenue, Niedfelt Property Management Preferred, LLC, on the east side of the property. This easement will allow for installation of a hike/bike trail. Niedfelt Property Management Preferred, LLC will be compensated \$970.00 for such permanent easement.

An additional easement acquisition is being presented to Council at tonight's meeting from SB Worldwide, LLC. The City is working on acquiring one final easement at the south end of the trail from Timm Autumn Park, LLC.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

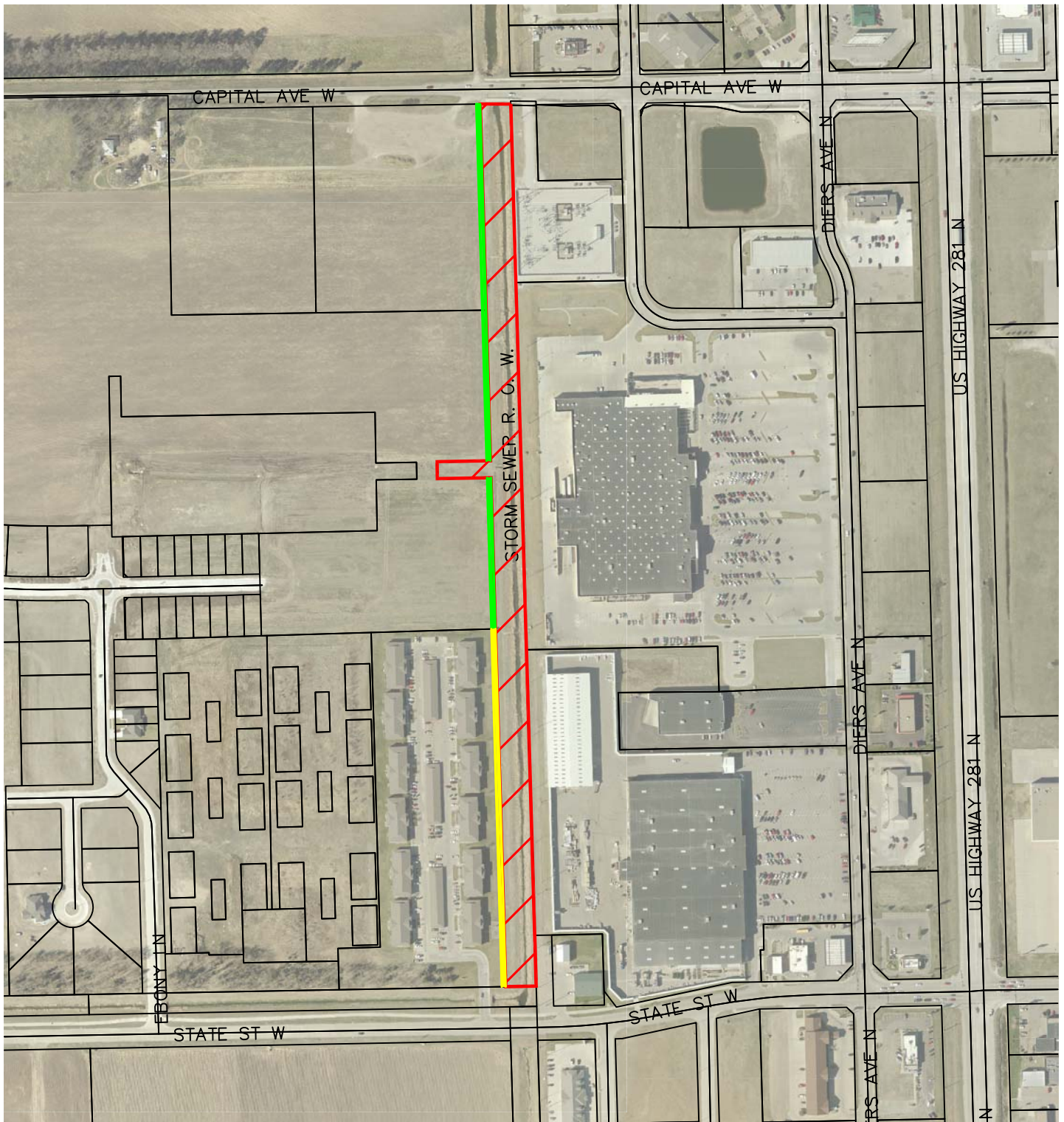
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Easement.

Sample Motion

Move to approve the acquisition of the Easement.



KEY

EXISTING EASEMENT = 

PROPOSED EASEMENT = 

FUTURE PROPOSED EASEMENT = 

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 03/20/13

DRAWN BY: TJY

APPVD. BY:

SCALE: NONE

W STATE ST TO W CAPITAL AVE
HIKE AND BIKE
CONNECTOR TRAIL EASEMENT

PLAN





City of Grand Island

Tuesday, March 26, 2013

Council Session

Item E3

**Public Hearing on Acquisition of Permanent Easement Located in
the State Street/Capital Avenue Connector Trail Area (SB
Worldwide, LLC)**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: March 26, 2013

Subject: Public Hearing on Acquisition of Permanent Easement
Located in the State Street/Capital Avenue Connector
Trail Area (SB Worldwide, LLC)

Item #'s: E-3 & G-11

Presenter(s): John Collins, Public Works Director

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A permanent easement is needed adjacent to 3721 West Capital Avenue to accommodate the State Street/Capital Avenue Connector Trail Improvement Project.

Discussion

A permanent easement is needed from the property owner at 3721 West Capital Avenue, SB Worldwide, LLC, on the east side of the property. This easement will allow for installation of a hike/bike trail. SB Worldwide, LLC will be compensated \$660.00 for such permanent easement.

An additional easement acquisition is being presented to Council at tonight's meeting from Niedfelt Property Management Preferred, LLC. The City is working on acquiring one final easement at the south end of the trail from Timm Autumn Park, LLC.

Alternatives

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

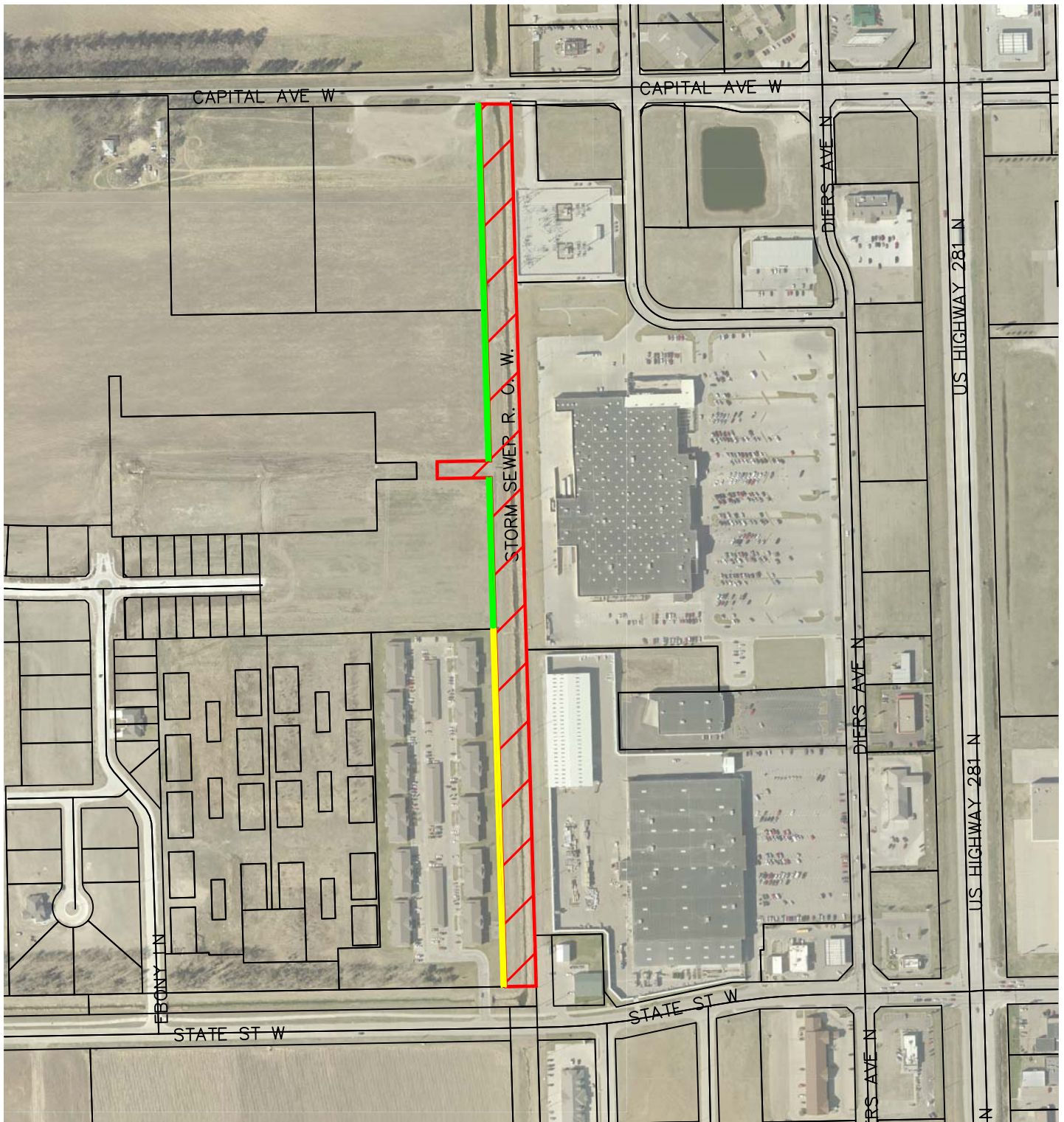
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation


City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Easement.


Sample Motion

Move to approve the acquisition of the Easement.



KEY

EXISTING EASEMENT = 

PROPOSED EASEMENT = 

FUTURE PROPOSED EASEMENT = 

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 03/20/13

DRAWN BY: TJY

APPVD. BY:

SCALE: NONE

W STATE ST TO W CAPITAL AVE
HIKE AND BIKE
CONNECTOR TRAIL EASEMENT

PLAN





City of Grand Island

Tuesday, March 26, 2013

Council Session

Item E4

Public Hearing on Phase II Downtown Revitalization Community Development Block Grant Application

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: March 26, 2013

Subject: Approving Community Development Block Grant
Downtown Revitalization Phase II Grant application

Item #'s: E-4 & G-14

Presenter(s): Marco Floreani, Community Development Administrator

Background

The City of Grand Island is eligible for a Downtown Revitalization Phase II Grant from the Nebraska Department of Economic Development for a project(s) that meets the CDBG national objective of aiding in the elimination of conditions related to slum and blight.

The City of Grand Island is requesting a \$350,000 grant to implement a Phase II Downtown Revitalization Initiative for Downtown Grand Island. This area has been declared to be blighted and substandard and is comprised of 51% or more low-to-moderate income residents of Grand Island. We are requesting the maximum grant funds available, which is \$350,000 per community. Phase II requires a 25% match and at a minimum, at least one-half of the total matching funds for the project must be non-community development block grant cash contributions. A combination of both private and public funding will constitute the 25% match.

The City of Grand Island has obtained a Downtown Revitalization Plan created with the intentions of aiding in the Phase II Grant initiative. Identified activities that meet the CDBG national objectives include:

1. The acquisition of real property (including air rights, water rights, and other interests therein) which is:
 - a) blighted, deteriorated, deteriorating, underdeveloped, or inappropriately developed from the standpoint of sound community development and growth;
 - b) appropriate for rehabilitation or conservation activities ;
 - c) appropriate for the preservation or restoration of historic sites, the beautification of urban land, the conservation of open spaces, natural resources, and scenic areas, the provision of recreational opportunities, or the guidance of urban development;

- d) to be used for the provision of public works, facilities, and improvements eligible for assistance under this program; or
 - e) to be used for other public purposes
2. The acquisition, construction, reconstruction, or installation (including design features and improvement with respect to such construction, reconstruction or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements.
 3. Code enforcement in deteriorated or deteriorating areas in which such enforcement, together with public improvements and services to be provided, may be expected to prevent the decline of the area.
 4. Clearance, demolition, removal, and rehabilitation (including rehabilitation which promotes energy efficiency) of buildings and improvements (including interim assistance, and financing public or private acquisition for rehabilitation, and rehabilitation, or privately owned properties and including the renovation of closed school buildings).
 5. Special projects directed to the removal of material and architectural barriers which restrict the mobility and accessibility of elderly and handicapped persons.
 6. Payments to housing owners for losses of rental income incurred in holding for temporary periods housing units to be utilized for relocation of individuals and families displaced by CDBG activities.
 7. Disposition (through sale, lease, donation, or otherwise) of any real property acquired with CDBG funds or its retention for public purposes.
 8. Payment of the nonfederal share required in connection with a federal grant-in-aid program undertaken as part of activities assisted under this program
 9. Relocation payments and assistance for displaced individuals, families, businesses, organizations, and farm operations, when determined by the grantee to be appropriate activities.
 10. Payment of reasonable administrative costs and carrying charges related to the planning and execution of community development and housing activities, including the provision of information and resources to residents of the areas in which community development and housing activities are to be concentrated with respect to the planning and execution of such activities, and including the carrying out activities as described in Section 701(e) of the Housing Act 1954 on the date prior to the enactment of Housing and Community Development Amendments of 1981.

11. Activities which are carried out by public or private nonprofits entities, including (a) acquisition of real property; (b) acquisition, construction, reconstruction, rehabilitation, or installation of public facilities (except for buildings for the general conduct of government), site improvements, and utilities.

A public hearing notice was published in *The Independent* for the public hearing at the March 26, 2013 Council meeting.

Discussion

At this time the Council is requested to approve the Downtown Revitalization Phase II Initiative Grant application to implement the revitalization/redevelopment plan for downtown infrastructure and growth.

Alternatives

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

1. Move to approve the Downtown Revitalization Phase II Initiative Grant application
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Downtown Revitalization Phase II Initiative Grant application.

Sample Motion

Move to approve the Downtown Revitalization Phase II Initiative Grant application and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item F1

#9423 - Consideration of Request to Rezone Property Located North of Fonner Park Road, South of Nebraska Avenue, East of Pleasant View Drive, and West of Sun Valley Drive from R1 Suburban Residential to R2 Low Density Residential

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9423

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land described as properties on a tract of land comprising a part of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 33, Township 11 North, Range 9 West of the 6th P.M. in the City of Grand Island, from LLR Large Lot Residential Zone to B2 General Business Zone, directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the zoning map pursuant to Chapter 36; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on April 3, 2013, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

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

WHEREAS, after public hearing on April 23, 2013, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tracts of land are hereby rezoned, reclassified and changed from LLR Large Lot Residential Zone to B2 General Business Zone:

Approved as to Form	by _____
October 18, 2006	City Attorney

ORDINANCE NO. 9423

A request to rezone properties on a tract of land comprising a part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 11 North, Range 9 West of the 6th P.M. in the City of Grand Island,

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

SECTION 3. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in pamphlet format as provided by law.

Enacted: March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G1

Approving Minutes of March 12, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 12, 2013

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 12, 2013. Notice of the meeting was given in *The Grand Island Independent* on March 6, 2013.

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

INVOCATION was given by Pastor Steve Warriner, Abundant Life Christian Church, 3411 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council Josh Sugita.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of the Grand Island Northwest Girls Basketball Team for Class "B" State Championship. Mayor Vavricek and the City Council recognized Grand Island Northwest High School Girls Basketball Team and their coach Mike Herzberg for their Class "B" State Girls Basketball championship. The coach and team members were present for the recognition.

Proclamation "Go Guard Week" March 18-24, 2013. Mayor Vavricek proclaimed the week of March 18-24, 2013 as "Go Guard Week". Major Dustin Wilke with the Nebraska National Guard was present and gave an update on the National Guard Readiness Center. Also present were Mike Halbert, Central Community College (CCC) President, Travis Karr, and Larry Glaser who explained the grant CCC received to establish a Veterans Resource Center.

Presentation of Downtown Revitalization Plan by Alley Poyner Macchetto. Community Development Administrator Marco Floreani reported that the City of Grand Island received a Downtown Revitalization Phase 1 Pre-Development Planning Grant in the amount of \$30,000 from the Nebraska Department of Economic Development. The grant is a CDBG national objective of aiding in eliminating conditions related to slum and blighted areas within the city.

Jay Palu and Megan Lutz representing Alley Poyner Macchetto gave a PowerPoint presentation regarding the Downtown Redevelopment Study. Mr. Floreani explained the Phase 2 Development in the amount of \$350,000 and moving forward with this project.

Discussion was held concerning using the \$350,000 grant funds from Phase 2 toward developers revitalizing downtown. Parking concerns for resident's in downtown were mentioned. Andrea Capel commented on a building in Council Bluffs that was revitalized by a non-profit corporation to move Council Bluffs forward. Mentioned was the possibility of demolishing

buildings versus revitalizing. Craig Hand, 4220 Calvin Drive stated it was much easier to raise money for non-profits. Lack of public restrooms were mentioned.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 2703 East Highway 30 (CMJ Rentals). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2703 East Highway 30 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of installing electrical power closer to the load. Lazy V has reconstructed one building and was adding a larger service. Extending the overhead line and relocating the transformer would improve the service. Staff recommended approval. No public testimony was heard.

Public Hearing on the One & Six Year Street Improvement Plan. City Attorney Robert Sivick reported that Council approved the One & Six Year Street Improvement Plan on February 12, 2013. This item was being brought back to Council due to the City not fully complying with the legal notice requirements by posting notice in three public places. Staff recommended approval. No public testimony was heard.

ORDINANCE:

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

#9422 – Consideration of Correcting Ordinance #9419 Relating to Chapter 36-102 of the Grand Island City Code

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

Regional Planning Director Chad Nabity reported Ordinance #9422 would replace Ordinance #9419 due to a clerical error. The proposed ordinance would only make changes to Section 102 of Chapter 36 regarding landscaping of the Airport overlay zone.

Motion by Donaldson, second by Niemann to approve Ordinance #9422.

City Clerk: Ordinance #9422 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9422 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9422 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Dugan, second by Gericke to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 26, 2013 City Council Regular Meeting.

Approving Minutes of March 5, 2013 City Council Study Session.

#2013-56 – Approving Acquisition of Utility Easement Located at 2703 East Highway 30 (CMJ Rentals).

#2013-57 – Approving Bid Award for a 2013 Truck Chassis with Service Crane Body & Tip-Mounted Capstan for Underground Division with Palfleet Truck Equipment of Council Bluffs, IA in an Amount of 496,390.00.

#2013-58 – Approving Bid Award for Vacuum, Blast Cleaning, High Pressure Wash at Platte Generating Station with Meylan Enterprises, Inc. of Omaha, NE in an Amount of \$72,457.95.

#2013-59 – Approving Amendment #1 to the Plan Review Agreement between the City of Grand Island and NE Dept. of Health & Human Services.

#2013-60 – Approving Bid Award for Blaine Street Paving; Project No. 2012-P-2 – Wildwood Drive to Schimmer Drive with Gehring Construction & Ready Mix Co. of Columbus, NE in an Amount of \$588,529.90.

#2013-61 – Approving Bid Award for the 2013 Chip Seal Project No. 2013-CS-1 with Gary Smith Construction Co., Inc. of Grand Island, NE in an Amount of \$104,020.00.

#2013-62 – Approving Bid Award for Handicap Ramp Project No. 2013-1 with Galvan Construction, Inc. of Grand Island, NE in an Amount of \$99,480.50.

#2013-63 – Approving Supplemental Agreement No. 2 with NDOR and Olsson Associates for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue for an Estimated Increase to the City of \$5,682.20.

#2013-64 – Approving State Bid Award for (1) 2013 3500HD Chevrolet Silverado 4x4 Pickup for the Wastewater Division of the Public Works Department with Sid Dillon Crete, Inc. of Crete, NE in an Amount of \$37,908.00.

#2013-65 – Approving Union Pacific Railroad Pipeline Crossing Agreement for North Interceptor – Phase I Improvements; Project No. 2012-S-6.

#2013-66 – Approving Change Order No. 1 for Lift Station No. 7 Improvements Project No. 2011-S-1A with The Diamond Engineering Company of Grand Island, NE for an Increase of \$1,897.50 and a Revised Contract Amount of \$481,456.45.

#2013-67 – Approving Change Order No. 5 for Aeration Basin Improvements at the Wastewater Treatment Plant; Project No. WWTP-2010-3 with Oakview dck, LLC of Red Oak, IA for a Decrease of \$14,443.25 and a Revised Contract Amount of \$3,929,581.75.

#2013-68 – Approving Contract for Annual City, Electric and Water Utility Audits with Almquist, Maltzan, Galloway & Luth CPA's of Grand Island, NE for Five Fiscal Years Ending September 30, 2013 through 2017 in an Amount of \$312,000.00.

#2013-69 – Approving Contract for HIDTA Funding for 2013/2014 in an Amount of \$55,442.00.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area Determination Analysis: Community Redevelopment Authority Analysis No. 12 Grand Island, Nebraska to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that Area 12 included Indian Acres Subdivision and Copper Creek Estates west and south of Shoemaker School in northwest Grand Island. If Council decides to declare an area blighted and substandard they should expect and encourage redevelopment projects; including those that come forward requesting financial assistance through the use of Tax Increment Financing (TIF).

The following people spoke in support:

- Ray O'Connor, 611 Fleetwood Road
- Orville Stahr, 1513 Road 13, York, NE
- Kent Cordes representing Miller & Associates of Kearney, NE
- Virgil Harden representing Grand Island Public Schools
- Ken Gnadt, 1610 Gretchen

Comments were made regarding the percentage of blighted and substandard areas within Grand Island, storm sewer, additional students in the school system and TIF financing.

Motion by Dugan, second by Gilbert to approve forward Blighted and Substandard Area Determination Analysis: Community Redevelopment Authority Analysis No. 12 Grand Island, Nebraska to the Hall County Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2013-70 – Consideration of Approving One and Six Year Street Improvement Program. This item related to the aforementioned Public Hearing.

Motion by Dugan, second by Minton to approve Resolution #2013-70. Upon roll call vote, all voted aye. Motion adopted.

#2013-71 – Approving Boundaries for Downtown Business Improvement District 2013. Community Development Administrator Marco Floreani reported that Business Improvement District (BID) #8 was set to expire on September 30, 2013. Business and property owners had expressed interest in forming a new business improvement district with the same boundaries as BID #8. It was recommended that Council approve the boundaries for Downtown BID 2013 and the following be confirmed as board members for this BID: Amos Anson, Craig Hand, Mark Stelk, Dee Johnson, Tim Ziller, Kurt Haecker, Eric Edwards, Kris Jerke, and Dave Wetherlit.

Motion by Donaldson, second by Dugan to approve Resolution #2013-71. Upon roll call vote, all voted aye. Motion adopted.

#2013-72 – Approving Surplus Equipment for Disposal from the Wastewater Division of the Public Works Department. Public Works Engineer Terry Brown reported that the Wastewater Division of the Public Works Department had surplus equipment at the plant that was recommended for disposal. It was recommended that the surplus equipment be disposed of at Wieck's Auction on March 16, 2013.

Motion by Gilbert, second by Niemann to approve Resolution #2013-72. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Donaldson to approve the Claims for the period of February 27, 2013 through March 12, 2013, for a total amount of \$4,809,800.90. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:53 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G2

Approving Minutes of March 19, 2013 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 19, 2013

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 19, 2013. Notice of the meeting was given in the *Grand Island Independent* on March 13, 2013.

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

INVOCATION was given by Community Youth Council member Kerrigan Anspauch followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced CYC member Kerrigan Anspauch.

SPECIAL ITEMS:

Update on FEMA Training. Emergency Management Director Jon Rosenlund gave a report on the Emergency Operations Center Training and Exercise held February 12-15, 2013 in Grand Island. There were 30 different agencies and 65 participants involved with the training/exercise.

Mr. Rosenlund explained the following Emergency Operations Center (EOC) responsibilities during an incident: establish response priorities & policy direction; manage and share information; support the incident operations in the field; coordinate resources; provide critical public information and liaison between jurisdictions. Explained was the Incident Management Team (IMT).

The training objections were: 1) provide effective command and control of the incident through the EOC and IMT; 2) provide timely and accurate public information and warning; and 3) provide adequate evacuation, mass care and shelter for disaster victims.

Some of the comments for the strengths of the exercise were: building new relationships; use of Incident Command Structure (ICS) forms; interagency cooperation; no squabbling between jurisdictions; establish new Joint Information Center staff; and IMT staff well prepared.

Mentioned were areas to improve were: situational awareness between IMT and EOC; overcome natural separation between public safety and non-traditional partners; legal & policy issues of declaration and delegation of authority; and new structure of EOC operations.

Mr. Rosenlund answered questions concerning the benefits of this exercise. Public Works Director John Collins commented on his experience with disasters in Louisiana.

Presentation on Liquor Licenses. City Clerk RaNae Edwards gave a PowerPoint presentation on the liquor license processes for the City of Grand Island. The following points were presented:

- Applications received by the City Clerk from the Nebraska Liquor Control Commission (LCC)
- City Clerk routes application to the Fire, Health, Building, and Police Departments for inspections
- City Clerk sends letter to applicant of date, time, and place of hearing
- Departments return application with recommendation to City Clerk
- Public Hearing held by the City Council
- City Council makes one of four decisions on application:
 - a.) Approve application
 - b.) No recommendation without stipulations
 - c.) No recommendation with stipulations
 - d.) Deny application
- City Clerk notifies LCC of decision from City Council
- LCC requires review from State Patrol, Health, State Fire Marshal, and Local Governing Body
- LCC makes one of four decisions:
 - a.) If local governing body approves application, LCC will hold license for 10 days to allow for protests, if no protests license will be issued to the Clerk.
 - b.) If no local recommendation without stipulations, LCC will hold license for 45 days to allow for protests, if no protests license will be issued to the Clerk.
 - c.) If no local recommendation with stipulations, LCC will review stipulations and determine if a hearing is needed. License would either be approved and sent to the Clerk or a hearing would be held.
 - d.) If local governing body denies the application, LCC will automatically set a hearing date. Commission will decide to either deny or approve the license.
- If LCC approves, the license is sent to the Clerk.

Police Chief Steve Lamken reported on license application investigations, bar checks, compliance checks, and tavern violations. Also mentioned were the most common license issues: incomplete information, financing, manager residency, nonparticipation, and business plan.

Building Department Director Craig Lewis reported on assembly occupancies – Legal – Code compliant, Legal – Non-Confirming, and Not Legal. Fire Division Chief Fred Hotz reported on National Fire Protection Life Safety Codes and existing assembly occupancies.

Reviewed were the following LCC Considerations:

- Recommendation of the Local Governing Body
- Existence of a Citizens' Protest
- Existing Population and Projected growth
- Nature of the Neighborhood
- Existence of Absence of Other Retail Licenses within the Neighborhood or Community
- Traffic Flow
- Adequacy of Existing Law Enforcement
- Zoning Restrictions

- Sanitation
- Public Interest

The following procedures were presented for Short Form Renewal of Liquor Licenses:

- Liquor Control Commission issues renewals to the Clerk's
- Clerk issues notification of renewals and form to applicant's
- Applicant sends renewal form to LCC with application fee
- LCC sends license to the Clerk for distribution and collection of fee

Ms. Edwards reported that this was a 1 day license for a fee of \$40.00 each paid to the state and \$80.00 paid to the City. If the retail licensee holds a catering designation there was no fee.

The following procedures were presented for SDL's:

- Applicant obtains and initiates the process with the local Clerk
- Clerk routes the application to the Fire, Health, Building, and Police Departments
- Routed applications are returned to the Clerk with recommendation (Police Department memo must be favorable in order to continue with process)
- Clerk sends application and money, if required to LCC
- LCC issues permit to the Clerk
- Clerk notifies applicant to pick up license

Definitions were covered concerning suspend, cancel, and revoke along with the Classes of Liquor Licenses and fees.

Ms. Edwards reviewed Nebraska State Statute §53-149. Liquor license is a personal privilege; good for not to exceed one year after issuance; does not constitute property; not subject to attachment, garnishment or execution; not alienable or transferable; and terminates immediately upon the sale of the licensed premises.

Ms. Edwards reported that all Class "C" licenses expire October 31st of each year and all Non-Class "C" licenses expire April 30th of each year. Statewide, there were 5,516 liquor licenses. Grand Island had 662 Class "C" and 64 Non-Class "C" liquor licenses. Ms. Edwards mentioned that all new licenses were to be approved by resolution. Section 53-133 and 53-132.04 was discussed with regards to state and local hearings.

Presentation on Legislative Process. City Administrator Mary Lou Brown gave a PowerPoint presentation on Legislative Processes. Reviewed were the legislative committees and the information flow of the legislature, League of Nebraska Municipalities, Senators, Greater Nebraska Cities and the City.

Currently the City paid the Nebraska Municipalities \$33,000 per year which included lobbyist, conferences, training, etc. Existing process limitations and impacts were: time; divided loyalties; Eastern Nebraska vs rest of the state; bill dynamics; and Grand Island not fully represented.

Explained was the O'Hara Lindsay Government Affairs Proposal for Greater Nebraska Cities (GNC). Ms. Brown stated there were three phases: 1) identify immediate needs, 2) prepare for the future, and 3) ongoing implementation. Grand Island's share of the GNC relationship would be \$12,000. Individual city representation was a negotiated rate, capped at \$20,000. The benefits

of belonging to GNC were: dedicated resource, experienced professionals, existing relationships, and ability to meet time demands.

Comments were made concerning the need of lobbyists representing the city in the legislature. Ms. Brown answered questions concerning other companies that supplied these services. Mentioned was the importance of the local officials/citizens appearing before the legislature. Conflicts of interests for the company could happen.

Ms. Brown recommended participating with the Greater Nebraska Cities. Mayor Vavricek stated the city should have stronger representation in Lincoln. Ms. Brown commented on legislative meetings with the League which the Mayor and City Administrator are members of.

Mayor stated we don't need to spend tax dollars to get more tax dollars, but we needed to be stronger. Mentioned was that the city was a Metropolitan Statistical Area. Ms. Brown stated this item would come before the Council for a decision.

ADJOURNMENT: The meeting was adjourned at 9:25 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G3

#2013-73 - Approving Final Plat and Subdivision Agreement for Pleasant View 16th Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 26, 2013

Subject: Pleasant View Sixteenth – Final Plat

Item #'s: G-3

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

Background

This property is located north of Fonner Park Road and east of Pleasant View Drive. This final plat proposes to create 31 lots on a tract of land comprising a part of the West Half of the Northeast Quarter (W1/2 NE1/4) of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, said tract containing 8.809 acres.

Discussion

The final plat for Pleasant View Sixteenth Subdivision was considered by the Regional Planning Commission at the March 6, 2013 meeting. A motion was made by Ruge and seconded by Eriksen to approve the plat as presented. A roll call vote was taken and the motion passed with 9 members present (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Monter, Eriksen and Snodgrass) voting in favor, no member present abstaining

Alternatives

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

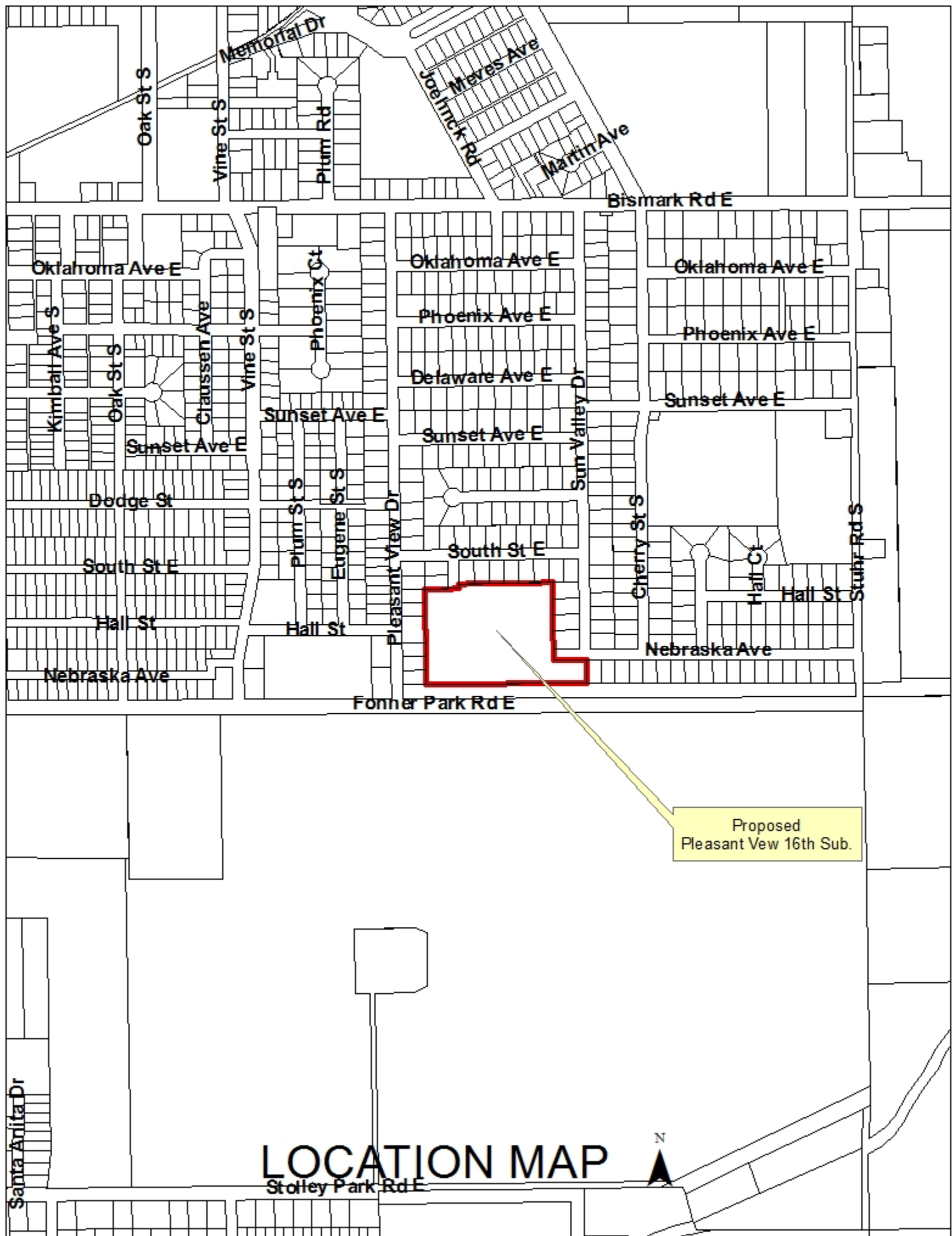
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Pleasant View 16th Subdivision

Developer/Owner

Janet K. Bosselman

2605 Apache Rd

Grand Island NE 68801

To create 31 lots north of Fonner Park Road and east of Pleasant View Drive, in the City of Grand Island, in Hall County, Nebraska.

Size: 8.809 acres

Zoning: R2 – Low Density Residential Zone

Road Access: City Roads

Water Public: City water is available

Sewer Public: City sewer is available



February 20, 2013

Dear Members of the Board:

RE: Final Plat – Pleasant View 16th Subdivision – Final Plat

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted final plat of Pleasant View 16th Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 31 lots, on a tract of land comprising a part of the West Half of the Northeast Quarter (W1/2 NE1/4) of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and said tract containing 8.809 acres.

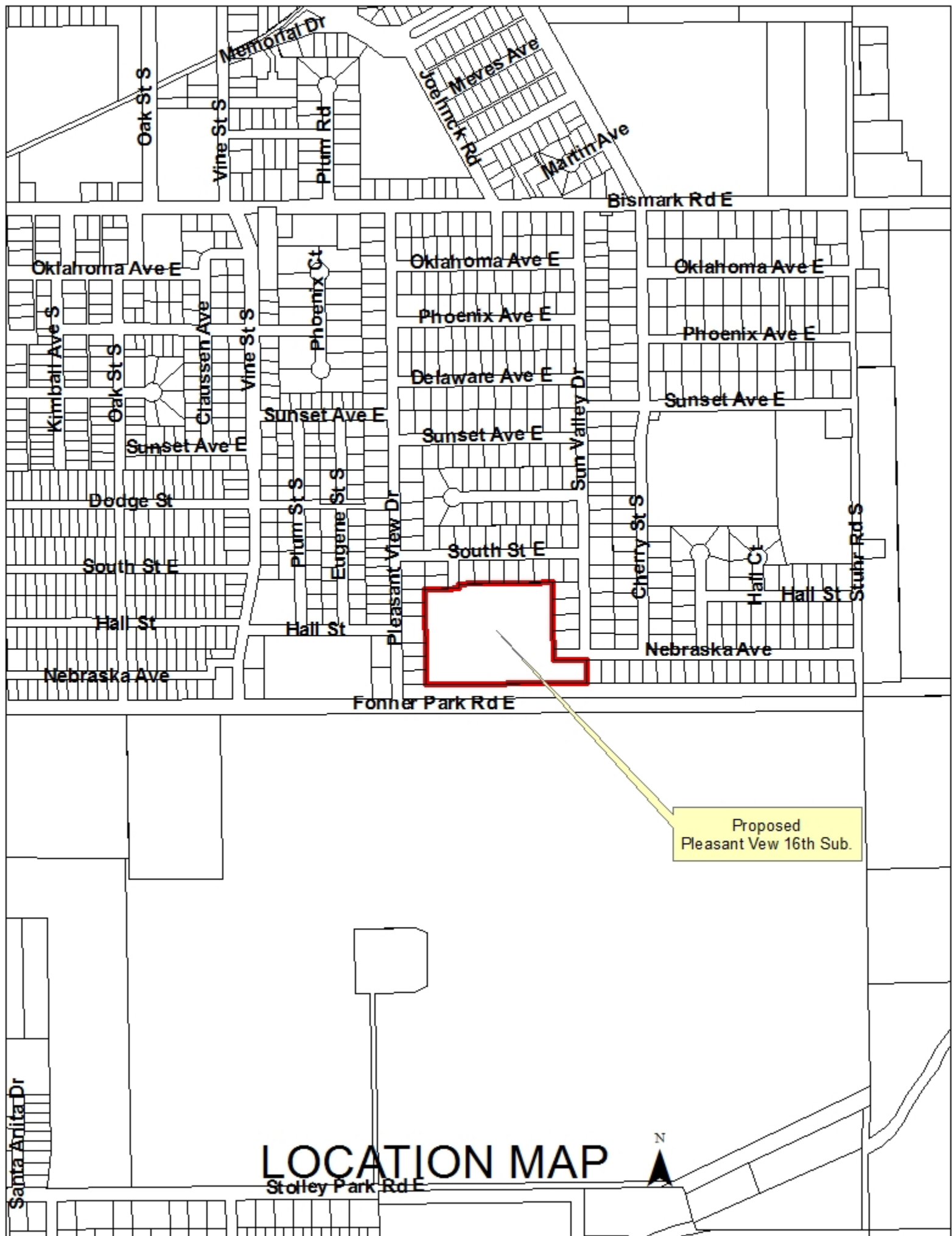
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on March 6, 2013 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Rockwell & Associates

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.



LOCATION MAP

RESOLUTION 2013-73

WHEREAS, Janet K. Bosselman, an unremarried widow, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "PLEASANT VIEW 16TH SUBDIVISION", to be laid out into 31 lots, a tract of land comprising a part of the West Half of the Northeast Quarter (W1/2 NE1/4) of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of PLEASANT VIEW 16TH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G4

#2013-74 - Approving Bid Award - Precipitator, Conveyor #4 and Berm Painting at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting Date: March 26, 2013

Subject: Precipitator, Conveyor #4 and Berm Painting 2013

Item #'s: G-4

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

Background

The Platte Generating Station was constructed over 30 years ago. The steel access stairwells and support structures to the precipitator and conveyor #4 have not been painted since the plant was commissioned and show significant paint degradation and structural steel rusting. The aging concrete berm protective coatings at Burdick Generating Station and Platte Generating Station's acid/diesel containment areas are in need of re-coating. Concrete can be seen through the existing protective coatings in many places, making the concrete berm susceptible to degradation. These berms are the last line of defense against a spill and a new reinforced coating system will help maintain their integrity long term. Inspection of all equipment was performed by industry professionals, and a specification was developed by plant personnel based on recommendations received.

Discussion

The specifications for the Precipitator, Conveyor #4 and Berm Painting 2013, were advertised and issued for bid in accordance with the City purchasing code. Bids were publicly opened on March 12, 2013. Specifications were sent to six potential bidders and responses were received as listed below. The engineer's estimate for this project was \$250,000.00.

Bidder	Bid Price
W.S. Bunch Co., Omaha, NE	\$ 158,480.00
Coblaco Services, Inc., Aurora, CO	180,000.00
F&H Coatings, LLC, Kechi, KS	183,397.89
Hartman Walsh Painting Company, St. Louis, MO	186,500.00
Lindner Painting, Inc., Lincoln, NE	198,425.00
TMI Coatings, Inc., St. Paul, MN	249,700.00

The bids were reviewed by plant engineering staff. The bid from W.S. Bunch Company is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Precipitator, Conveyor #4 and Berm Painting 2013, to W.S. Bunch Company of Omaha, Nebraska, as the low responsive bidder, with the bid price of \$158,480.00.

Sample Motion

Move to approve the bid of \$158,480.00 from W.S. Bunch Company, for the Precipitator, Conveyor #4 and Berm Painting 2013.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 12, 2013 at 2:00 p.m.
FOR: Precipitator, Conveyor #4 and Berm Painting 2013
DEPARTMENT: Utilities
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: February 22, 2013
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>W.S. Bunch Co.</u> Omaha, NE	<u>Lindner Painting, Inc.</u> Lincoln, NE
Bid Security:	United Fire & Casualty Co.	Merchants Bonding Co.
Exceptions:	None	None
Bid Price:		
Material:	\$ 35,000.00	\$ 37,500.00
Labor:	\$120,900.00	\$158,300.00
Sales Tax:	\$ 2,580.00	\$ 2,625.00
Total Bid:	\$158,480.00	\$198,425.00
Bidder:	<u>Coblaco Services, Inc.</u> Aurora, CO	<u>F & H Coatings, LLC</u> Kechi, KS
Bid Security:	Developers Surety & Indemnity	Nationwide Mutual Ins. Co.
Exceptions:	None	None
Bid Price:		
Material:	\$ 50,112.00	\$ 87,835.60
Labor:	\$126,381.00	\$ 89,413.80
Sales Tax:	\$ 3,507.00	\$ 6,148.49
Total Bid:	\$180,000.00	\$183,397.89
Bidder:	<u>Hartman Walsh Painting Company</u>	<u>TMI Coatings, Inc.</u>

Bid Security:	St. Louis, MO	St. Paul, MN
Exceptions:	Travelers Casualty & Surety Co.	North American Specialty Ins. Co.
	Noted	None
Bid Price:		
Material:	\$101,500.00	\$ 84,898.00
Labor:	\$ 84,000.00	\$164,802.00
Sales Tax:	\$ 1,000.00	---
Total Bid:	\$186,500.00	\$249,700.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Ryan Schmitz, Utility Production Eng.

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

P1623

RESOLUTION 2013-74

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Conveyor #4 and Berm Painting at Platte Generating Station according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 12, 2013, bids were received, opened and reviewed; and

WHEREAS, W.S. Bunch Company, of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$158,480.00; and

WHEREAS, the bid of W. S. Bunch Company, is less than the estimate for the Precipitator, Conveyor #4, and Berm Painting at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of W.S. Bunch Company, in the amount of \$158,480.00, for Precipitator, Conveyor #4 and Berm Painting at Platte Generating Station, is hereby approved as the lowest responsible bid, and the Mayor is authorized to sign the contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G5

#2013-75 - Approving State Bid Award for 2013 Ford F250 Truck with Utility Body for the Water Shop

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Robert H. Smith, Assistant Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: March 26, 2013

Subject: Approving State Bid for (1) 2013 Ford F250 Truck with Utility Body – Utilities Department, Water Shop

Item #'s: G-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Water Division of the Utilities Department budgeted for the replacement of Unit #924 – a 1997 pick-up with 97,000 miles, used for daily work duties, as well as water main tapping and repair. The approved FY 2013 budget included \$45,000.00 for replacement of this pickup in the Water Division.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #13403 OC meets all of the requirements for the Water Division vehicle. By using the State Contract, all dealers within Grand Island and the rest of the state have had the opportunity to bid on the contract. Anderson Auto Group of Lincoln, Nebraska, submitted a bid with no exceptions in the amount of \$42,675.00. There are sufficient funds for this purchase in the Water Division's budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the State Bid Award to Anderson Auto Group of Lincoln, Nebraska, in the amount of \$42,675.00 for the 2013 Ford F250 4x4, 4-door pickup including utility body, for the Utilities Department, Water Division.

Sample Motion

Move to approve the State Bid Award to Anderson Auto Group of Lincoln, Nebraska, in the amount of \$42,675.00 for the 2013 Ford F250 4x4, 4-door pickup including utility body, for the Utilities Department, Water Division.

RESOLUTION 2013-75

WHEREAS, the Water Division of the Utilities Department for the City of Grand Island, budgeted for a vehicle in the 2012/2013 fiscal year; and

WHEREAS, said vehicle, a 2013 F-250 Ford 4x4 pickup including service body, can be obtained from the State Contract holder; and

WHEREAS, the State Contract holder, Anderson Auto Group of Lincoln, came in with the low bid of \$42,675.00 without exceptions; and

WHEREAS, purchasing the vehicle from the State Contract meets all statutory bidding requirements, and

WHEREAS, the funding for such vehicle is provided in the 2012/2013 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2013 F-250 Ford 4x4 pickup including service body in the amount of \$42,675.00 from the State Contract holder, Anderson Auto Group of Lincoln, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G6

#2013-76 - Approving License Agreement and Pole Attachment Agreement with NebraskaLink

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: March 26, 2013

Subject: License Agreement with Nebraska Link, LLC, for Power Pole Attachments

Item #'s: G-6

Presenter(s): Tim Luchsinger, Utilities Director

Background

Nebraska Link, LLC, is a new telecommunications company that wishes to attach fiber optic cables to City owned utility poles. They are owned by seven private telephone companies in rural Nebraska.

The Company is attempting to negotiate contracts with schools, government offices, and commercial entities across the City.

Discussion

A License Agreement is the form used in the past to allow cables owned by others to be placed on City utility poles. Charter, Unite Private Networks (UPN), and Qwest are currently attached to utility poles in the City.

The National Electric Safety Code (Code) prescribes the methods and clearances required for installation of multiple wire strand utility company facilities and equipment on power poles. The proposed agreement includes requirements to meet the Code specifications for clearances between utility facilities, which will require some work by the Utilities Department and the other utilities currently using the poles.

Of the poles to which Nebraska Link wishes to attach, approximately 120 poles will require work to be done by the Utilities Department, UPN, and Charter Communications. The proposed contract requires Nebraska Link to pay for any “make ready” work that is required to provide the needed space on the pole to allow them to attach in accordance with the Code. The proposed contract is essentially the same as the current Contracts with Charter Communications, Qwest, and Unite Private Networks. Nebraska Link will also

pay the same \$4.00 per pole annual fee that is received from Qwest, Charter, and Unite Private Networks.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the License Agreement with Nebraska Link, LLC, and direct the Mayor to sign on behalf of the City.

Sample Motion

Move to approve the License Agreement between the City of Grand Island and Nebraska Link, LLC, and authorize the Mayor to sign the agreement.



License Agreement Between

The City Of Grand Island

&

NebraskaLink, LLC

LICENSE AGREEMENT

THIS AGREEMENT, made as of March 26, 2013, between the City of Grand Island, hereinafter called Licensor, and NebraskaLink, LLC, hereinafter called Licensee.

WITNESSETH

WHEREAS, Licensee provides communication and education services in the territory in which Licensor provides electric power.

WHEREAS, Licensor owns all poles to be used jointly by the parties.

WHEREAS, the parties wish to provide for Licensee's use of Licensor's utility poles.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

(A) Licensor's "poles" means poles owned by Licensor and poles owned by third parties, to which Licensor is authorized to permit Licensee to attach its facilities.

(B) "Attachments" means messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's cable television system.

ARTICLE II

SCOPE OF AGREEMENT

(A) Subject to the provisions of the Agreement, including the proper execution of APPENDIX 1 and 2, Licensor hereby issues to Licensee, for any lawful communication/educational purpose, revocable nonexclusive authorization for the attachment of Licensee's cables, equipment and facilities to Licensor's poles within the territory in which both parties now or hereafter operate.

(B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service

requirements, nor to reconstruct, replace or substitute any facilities damaged, destroyed or discontinued.

(C) Licensee acknowledges that Licensor has heretofore entered into, and may in the future enter into, agreements and arrangements with third parties allowing the attachment of their facilities to the poles covered by this Agreement. Licensor agrees that no such agreement or arrangement will, in any way, diminish the scope of the license granted hereby or Licensee's rights hereunder.

(D) Licensee's attachment to poles belonging to a third party shall be subject to any restrictions in the Agreement between that third party and licensor authorizing the attachment.

ARTICLE III

FEES AND CHARGES

(A) Licensee shall pay to Licensor the fees and charges specified in and in accordance with the terms and conditions of APPENDIX 1.

(B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.

(C) At the expiration of one (1) year from the date of this Agreement and at the
end of every one (1) year period thereafter, Licensor may adjust the fees and charges specified in APPENDIX 1 after notice made in writing to Licensee not later than sixty (60) days before the end of the one (1) year period or the end of any subsequent one (1) year period thereafter. Any such adjustment shall reflect only changes in Licensor's

costs, determined in a manner consistent with the determination of the fees and charges specified in APPENDIX 1.

ARTICLE IV

SPECIFICATIONS

(A) Licensee's fiber, cable, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of APPENDIX 2. Licensors shall have the right, upon reasonable notice to Licensee, to make reasonable changes and amendments to APPENDIX 2. Unless different standards are specified herein, the provisions of the National Electrical Code and the National Electrical Safety Code, and any amendments thereto or replacements thereof, shall be applicable.

ARTICLE V

LEGAL AUTHORITY

(A) The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties under this Agreement, so long as such laws, ordinances or regulations remain in effect.

ARTICLE VI

ISSUANCE OF LICENSES

(A) Upon execution of this Agreement, the parties will prepare a list indicating

to which of the Licensor's poles Licensee's facilities are then attached; Licensee shall be deemed to have a license hereunder for attachment to all such poles. Before attaching to additional poles of Licensor, Licensee must make application for and receive license therefore in the form of Exhibit A, hereto.

(B) Licensor shall have the right at any time to issue reasonable rules and regulations concerning submission of applications and attachments to poles of Licensor, which rules and regulations shall be binding upon submission of a copy thereof to Licensee.

ARTICLE VII

POLE REPLACEMENTS, RESTRICTIONS AND REARRANGEMENTS

(A) In the event Licensor determines that the space on any pole to which Licensee wishes to make attachment is required for its exclusive use or that the pole may not reasonably be rearranged or replaced, Licensor may refuse attachment to that pole.

(B) In the event Licensor determines that any pole to which Licensee wishes to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in APPENDIX 2, Licensor will indicate on the application (Exhibit A) the changes necessary to provide adequate pole space and the estimated cost thereof to Licensee and return the application to Licensee. If Licensee wishes that such changes be made and returns the application marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles, and Licensee shall pay Licensor in accordance with the terms of APPENDIX 1.

Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments.

(C) Should Licenser need for its own service requirements the space occupied by Licensee's attachments on any of Licenser's poles, Licensee will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or it shall authorize Licenser to replace the pole at the expense of Licensee, in the same manner as stated in the preceding Paragraph (B) covering the replacement or rearrangement of poles when required to accommodate Licensee's attachments; or, if Licenser advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licenser by rearranging Licenser's facilities thereon, Licensee shall authorize Licenser to make such arrangements at the expense of Licensee. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening of poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2.

(D) When Licenser receives multiple applications for attachment to any pole that must be replaced or rearranged to provide sufficient space, Licenser will, to the extent that it is practical to do so, prorate the common expenses of engineering, rearrangement and replacement, if any, among all the applicants. Licensee shall be bound by Licenser's determination as to any such proration of costs to Licensee.

(E) Whenever it is necessary for Licenser to make pole replacements or

rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensor will endeavor to have such work performed as soon as is practicable upon consideration of Licensor's service requirements, but only after issuance of the license to, and acceptance of responsibility for costs by, Licensee.

(F) Licensee shall provide all anchors and guying necessary for its facilities. If the presence of Licensee's facilities on Licensor's poles make it necessary for Licensor to modify its existing guying or add new guying to its poles, then the cost of such modifications or additions shall be reimbursed by Licensee.

(G) When Licensor's facilities occupy space on a pole owned by a third party, Licensee shall reimburse Licensor for any expense incurred in transferring or rearranging its facilities thereon, if such transfer or rearrangement is the result of Licensee's use or proposed use of said pole.

ARTICLE VIII

CONSTRUCTION AND MAINTENANCE OF FACILITIES

(A) Licensee shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner reasonably acceptable to Licensor, and so as not to conflict with the use of Licensor's poles by Licensor or by other authorized users thereof, or interfere with other facilities thereon or which may from time to time be placed thereon. If reasonably necessary to satisfy any of the above conditions, Licensee shall, upon 30 days' notice from Licensor and at its own expense, relocate or replace its facilities on Licensor's poles, or transfer them to substituted poles, or perform any other work in connection with its facilities that may

reasonably be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate or replace the attachments placed on its poles by Licensee, transfer them to substituted poles or perform any other work in connection with Licensee's facilities that may be required in the maintenance, replacement, removal or relocation of Licensor's poles or of the facilities thereon, or which may be placed thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the expense thereby incurred; provided further, however, that Licensee shall have no obligation to relocate, replace, or transfer its facilities solely to accommodate the service needs of any person other than Licensor, unless such person shall make arrangements, satisfactory to Licensee, to reimburse Licensee for such work. Licensee shall have men and equipment available 24 hours per day seven days per week to be able to repair fiber and attachments within four hours of notice of accidents.

(B) All tree trimming required on account of Licensee's attachments shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Licensor. The parties may agree that Licensor shall conduct tree trimming and be reimbursed by Licensee.

ARTICLE IX

TERMINATION OF LICENSES

(A) Upon notice from Licensor to Licensee that the use of any pole is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole shall immediately terminate and shall be surrendered and Licensee shall remove its fiber, cables, equipment and facilities at once from the affected pole or poles at Licensee's expense.

(B) Licensee may at any time remove its facilities from any pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of Exhibit B attached hereto and made a part hereof. If Licensee surrenders its license for a pole but fails to remove its facilities from that pole, Licensor shall have the right, upon reasonable notice, to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event that Licensee's fiber, cables, equipment and facilities shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

(C) Licensor shall have the right, upon written notice, to terminate the license for a particular pole:

- (1) If, in Licensor's sole judgment, its service needs require full utilization of that pole; or
- (2) If changes in the physical facilities, space or location requirements or service requirements of Licensor render such poles inadequate to support the facilities of Licensee; provided, however, that in such event Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable under ARTICLE VII.

ARTICLE X

INSPECTIONS OF LICENSEE'S INSTALLATIONS

(A) Licensor reserves the right to make periodic inspections of any part of the

fiber, cable, equipment and facilities of Licensee on its poles, and Licensee shall reimburse Licensor for the expense of such inspections. Inspections will be made no more than once a year and only upon notice to Licensee unless, in Licensor's judgment, such inspections are required for reasons involving safety or are required because of Licensee's violation of the terms of this Agreement. The charge for the inspection shall be in accordance with the terms and conditions of APPENDIX 1. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

(B) If any fiber, cable, equipment and facilities of Licensee shall be found on a pole for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such fiber, cable, equipment and facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee; provided, however, that if Licensee shall forthwith make application for a license in the form of Exhibit A hereto, Licensor will not require such removal unless necessary for Licensor's service requirements and, except in the case of an emergency, will not remove Licensee's facilities without first giving 30 days notice to Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate as shown in APPENDIX 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement

or otherwise. No act or failure to act by Licensor with regard to said fee or said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XI

LIABILITY AND DAMAGES

(A) Licensor shall exercise precaution to avoid damaging the communication/education fiber of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of Licensor; provided, however, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communication/education fiber, or for any special, indirect, or consequential damages.

(B) Licensee shall exercise precaution to avoid damaging the the facilities of Licensor and of others attached to poles or anchors, and shall make an immediate report to the owner of facilities so damaged; and Licensee assumes all responsibility for any and all direct loss and from such damage caused by Licensee's employees, agents or contractors.

(C) Licensee shall indemnify, protect and save harmless the Licensor from any and all damages and costs, including reasonable attorney fees, incurred by the Licensor as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the cost of relocating poles, anchors or guys resulting from a

loss of right-of-way or property owner consents and/or the cost of defending those rights and/or consents.

(D) The Licensee shall indemnify, protect and save harmless the Licensors from any and all claims, demands, causes of actions and costs, including attorney fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, or use or removal of Licensee's facilities or by their proximity to the facilities of other parties attached to a pole or anchor, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of the Licensors's poles, anchors or guys.

(E) The Licensee shall indemnify, protect and save harmless the Licensors from any and all claims, demands, causes of action and costs, including attorney fees, which arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to taxes, special charges by others and from and against all claims, demands and costs, including attorney fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles, anchors, guys or otherwise.

(F) Licensee shall promptly advise the Licensors of all claims relating to damage of property of injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made by the Licensee or others shall be furnished promptly to the Licensors.

ARTICLE XII

INSURANCE

(A) Licensee shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, issued by an insurance carrier satisfactory to Licensors to protect the Licensors and joint user from and against all claims, demands, causes of actions, judgments, costs, including attorney fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including ARTICLE XI preceding.

(B) The amount of such insurance:

	<u>Insurance Coverage</u>	<u>Limits</u>
1.	Worker's Compensation	Statutory
	Employer's Liability:	
a.	Bodily Injury by Accident	\$ 500,000 each accident
b.	Bodily Injury by Disease	\$1,000,000 policy limit
c.	Bodily Injury by Disease	\$ 500,000 each employee
2.	Comprehensive Automobile	
a.	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000
3.	Comprehensive General Liability	
a.	Bodily Injury and Property Damage Combined	\$1,000,000 each person \$2,000,000 aggregate
(C)	Licensee shall submit to Licensors certificates by each company insuring	

Licensee upon each new issuance or renewal to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to Licensors.

(D) All insurance required in accordance with (B) and (C) preceding must be effective before Licensor will authorize attachment to a pole and/or anchor, utilization of an anchor/guy strand or occupancy of a conduit system and shall remain in force until such Licensee's facilities have been removed from all such poles, anchors, or conduit systems. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

ARTICLE XIII

LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles covered by this Agreement.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

(A) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensor. Licensor shall not unreasonably withhold such consent.

(B) Subject to the provisions of Paragraph (A) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE XV

TERMINATION OF AGREEMENT

(A) If licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or noncompliance shall have occurred.

(B) Licensor shall have the right to terminate this entire Agreement or individual licenses granted hereunder, without notice

- (1) If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or understanding; or
- (2) If any permit or other authorization which may be required by any governmental authority for the operation or maintenance of Licensee's fiber, cables, wire, equipment and facilities on Licensor's poles is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or
- (3) If Licensee defaults under ARTICLE IV.

(C) Licensee may terminate this Agreement at any time by removing its facilities from all of Licensor's poles, as provided in ARTICLE IX (B).

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall, unless terminated in accordance with its provisions, continue in effect for an initial term of five years. Licensor may terminate this Agreement at the end of the initial term by notifying Licensee in writing at least one (1) year prior to the end of that term. If not so terminated, this Agreement shall continue in force upon the same terms and conditions for a further term of five (5) years, and for successive one (1) year terms thereafter, until terminated by Licensor at the end of any such term upon not less than one (1) year's written notice to Licensee. Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and Licensee shall immediately remove its fiber, cables, equipment and facilities from all poles of Licensor. Upon Licensee's failure to do so, Licensor shall have the right to remove Licensee's fiber, cable, equipment and facilities at the cost and expense of Licensee and without any liability therefore.

ARTICLE XVII

NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the Licensee as follows:

NebraskaLink, LLC
6900 Van Dorn Ste 23
Lincoln, NE 68506

and to the Licenser as follows:

Mayor

City of Grand Island

P.O. Box 1968

Grand Island, NE 68802-1968

ARTICLE XVIII

RECORDS

The Licensee shall file a complete set of as-built records for its communication/education system, including all extensions and modification in the Grand Island Electric Utilities Department for the area where the Licenser provides electric power.

ARTICLE XIX

SERVICE AREA

The Licensee shall provide service to all properties within the service area shown on Exhibit No. C, attached hereto and made a part hereof by reference.

ARTICLE XX

WAIVER OF LIABILITY


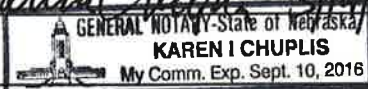
Because the Licenser may annex all or part of the Licensee's service area and may install utility services some time in the future, the Licensee waives all liability, claims or causes of action which it may have against the Licenser for damages caused to its communication/education system in connection with the installation of utility

Nebraska Link Page 17

services within designated utility easements, streets, alleys or rights-of-way except where such damages are the result of gross negligence or intentional acts on the part of the Licensor, its employees, agents or officers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first written above.

WITNESS (ATTEST)

WITNESS (ATTEST)

NebraskaLink, LLC

BY

Title


CEO

CITY OF GRAND ISLAND, NEBRASKA,

A Municipal Corporation

BY

Title: Mayor

APPLICATION AND POLE ATTACHMENT LICENSE

***Pole Attachment**

Application No. _____

Date _____

(Licensee)

(Street Address)

(City and State)

CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated _____, application is hereby made for a nonexclusive license to attach communications facilities to _____ poles, _____ anchors, and/or utilize _____ anchor/guy strands.

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

USE REVERSE SIDE FOR ADDITIONAL LOCATIONS

(Licensee)

By: _____

Title: _____

Phone Number: _____

*** Individual applications to be numbered in sequential ascending order by License.**

Pole Attachment License Number _____ is hereby granted to attach the communications facilities described in this application to _____ poles, _____ anchors, utilize _____ anchor/guy strands.

CITY OF GRAND ISLAND UTILITIES DEPARTMENT
(Licensor)

By: _____

Title: _____

Phone Number: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

NOTIFICATION OF POLE ATTACHMENT ABANDONMENT

* Abandonment Notice No. _____

Date _____

(Licensee)_____
(Street Address)_____
(City and State)

CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated _____, notification is hereby made of abandonment of pole attachments of communications equipment as listed below:

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____
(Use reverse side for additional locations)_____
(Licensee)

By: _____

Title: _____

Phone Number: _____

CITY OF GRAND ISLAND UTILITIES DEPARTMENT
(Licensor)

By: _____

Title: _____

Phone Number: _____

***Individual abandonment notifications to be numbered in sequential ascending order by Licensee.**

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

APPENDIX 1
SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement between the City of Grand Island, herein called Licensor, and NebraskaLink, LLC, therein called Licensee, dated March 26, 2013, (hereinafter called the Agreement), and contains the fees and charges governing the use of Licensor's poles to accommodate the fiber, cable, wire equipment and facilities of Licensee in the territory in which both parties hereto now or hereafter operate. The effective date of this APPENDIX 1 is March 26, 2013.

POLE ATTACHMENTS

1. ATTACHMENT FEE: \$4.00 per pole per annum.

a. Computation:

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for Licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

b. Payment Date:

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year.

Failure to pay such fees within 20 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

c. Termination of License:

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to Licensor's pole during the final semiannual period and shall be credited to Licensee; provided, however, that there shall be no proration of an attachment fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

2. OTHER CHARGES

a. Computation:

(1) All charges incurred by Licensor as a result of inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work plus the appropriate current overhead rate on the costs incurred in performing such work for Licensee. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

(2) The charge for replacement of poles shall include the entire non-betterment cost to Licensor, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensor's facilities from the old to the new poles.

b. Payment Date:

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

DATED: _____

WITNESS (ATTEST)

NebraskaLink, LLC



Karen Chuplis 3/19/13

BY 
Title: CEO

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NE

A Municipal Corporation

BY _____

Title: Mayor

APPENDIX 2

ATTACHMENTS TO POLES

THIS APPENDIX 2 is, from the effective date hereof, an integral part of the License Agreement (hereinafter called the Agreement) between the City of Grand Island, therein called Licensor, and NebraskaLink, LLC, therein called Licensee, dated March 26, 2013, and contains certain minimum requirements and specifications governing the attachment of fiber, cables, equipment and facilities of Licensee (sometimes called Attachments in this Appendix) to poles of Licensor in the territory in which both parties hereto now or hereafter operate. The effective date of this Appendix 2 is March 26, 2013.

GENERAL

1. The Licensee is responsible for the proper design, construction and maintenance of its Attachments. Attachments generally will be limited to strand support cable, wire, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.

2. Any rearrangement of Licensor's facilities or replacement of poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.

3. The fees and charges specified in APPENDIX 1 shall be applicable, (to all licenses granted to Licensee hereunder) without regard to the methods of attachment used.

4. Licensee's Attachments shall be plainly identified by appropriate marking, satisfactory to Licensor.

5. Licensee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

6. All requirements of the National Electrical Safety Code referred to herein shall mean the 2007 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal Code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.

7. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensor will in its discretion furnish to Licensee written material which will specify and explain the required construction.

8. Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for cable television conductors by the National Electrical Safety Code Section 230 F1 & F2. However, all parts of the Licensee's Attachments carrying voltages in excess of 60 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact to the general public, Licensor's workmen or workmen of another licensee having facilities on the same pole.

9. Licensor shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensor's or any other Licensee's communication/education facilities. Licensee shall, on demand of the Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.

10. No Attachment shall use the earth as the sole conductor for any part of the circuit.

11. Licensee shall not circumvent Licensor's or any other licensee's corrosion mitigation measures (e.g., short circuit insulating joints).

GROUNDING AND BONDING

12. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to any power supply cabinet. Any cabinet shall be connected to an earth ground at the pole. In areas where the Licensor has a ground wire (which is connected to the Licensor's neutral) running down the pole, the cabinet can be connected to it. Where a Licensor vertical ground wire is not available, the Licensee must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Licensor's strand and to the Licensee's strand.

13. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Licensee shall attach the bonding wire to its strand and leave a sufficient length of wire to complete the bond. Where the strands of two or more licensees are to be bonded together, the licensee

placing the last strand, if authorized to do so by the other licensees, shall make both connections. Where such authorization is not granted by the licensee owning the existing strand, Licensee shall attach the bonding wire to its strand and leave enough wire to permit making a connection and shall be responsible for completing the bonding. Licensee may bond its cable sheath to Licensor's common neutral, vertical ground wires, and ground rods at whatever frequency Licensee desires. All vertical ground wires shall be covered by a molding. Ground rods installed by Licensee shall be in accordance with National Electrical Safety Code.

14. Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight or less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen or less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.

15. Strands attached to the same bolt do not have to be bonded.

16. Where a Licensee's strand leaves a pole which carries other strands supporting communication cables, and Licensee's strand continues to a pole carrying power facilities of Licensor, Licensee's fiber cable shall be:

- (A) Bonded to other communication cable strands on the pole that it leaves;
- (B) Bonded to an effective ground preferably within two spans but not greater than ten (10) spans after leaving said pole, and;

- (C) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

17. Strands supporting drop wire shall be bonded to the cable suspension strand.
18. Any connecting or bonding to Licensor's facilities shall be done by Licensor and the connecting or bonding wire shall be sufficient length to allow Licensor to complete the connection or bond.

CLEARANCES

19. Licensee's Attachments are subject to communication cable clearances and shall meet all of the pertinent clearance requirements of the National Electric Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below:

NESC 2007 Edition
General Rule

- | | | |
|-----|--|-----|
| (A) | Vertical clearance on poles
jointly occupied by communication fiber,
cable television facilities, and power facilities | 235 |
| (B) | Mid-span clearance between communication
fiber, cable television facilities, and
power facilities | 235 |

(C)	Crossing clearances of facilities carried on different supports	233
(D)	Clearances from street light brackets and associated wiring	238
(E)	Clearances of conductors from another line	233
(F)	Clearances of vertical and lateral conductors from other wires and surfaces on the same support	239
(G)	Clearances in any direction from line conductors and supports, and to vertical or lateral conductors, span or guy wires, attached to the same support	235
(H)	Vertical clearance of wires above ground or rails	232
(I)	Structures for overhead lines	280
	1. Supporting structure items one (1) thru five (5)	
	2. Unusual conductor supports	

LOCATION AND SPACING

20. Licensors shall specify the location of Licensee's Attachments on each pole, including the location of Licensee's riser cables. Where Licensors have installed their own communication circuits (supervisory control circuits) for operation of their electric system, clearance of Licensee's facilities from these communication circuits shall be the same as from Licensors' common neutral conductor.

21. The minimum vertical separation between Licensee's strand, and the strand of another licensee when located on same side of pole shall be twelve (12) inches. Licensee's strand shall be located at a point on the pole that provides the minimum clearance allowed by the National Electric Safety Code from the ground. Licensee may, however, agree with another licensee to reduce the separation between their respective strands. Separation between the bolt holes must be in any event at least four (4) inches.

22. Licensee shall be required to place all of its Attachments, so not to interfere with climbing space, as defined in the National Electrical Safety Code.

23. Through bolts may not be placed less than ten inches from the top of the pole. When through bolts present a hazard to climbing; i.e., extend more than two inches beyond the nut, they shall be trimmed to a safe length.

24. Pole steps will not be allowed on any Licensors pole, except to specific cases judged to be in the interest of safety by the Licensors.

LOADING

25. The Licensee shall furnish to Licensors as a part of Exhibit A to this

Agreement the details as to the ultimate strength, tension at 60F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in Code.

26. Licensee shall furnish to Licensor as a part of Exhibit A to this Agreement details as to the weight and size of its fiber/cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. NESC Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the NESC, the local requirements shall govern.

27. Licensee may lash its fiber/cable to the strand of another licensee, where this is acceptable to all other licensees involved and to Licensor. Maximum tension of Licensee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the NESC, the local requirements shall govern.

GUYING

28. Guying will be required on poles where the total unbalanced load, including the tension due to Licensee's Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceed 200 pounds unless the pole was designed as an unguyed corner pole and the pole has

adequate strength and stability, in the opinion of Licensor, to withstand the additional load.

29. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C and 282).

30. Guy guards shall be installed in compliance with NESC (Rule 282E).

31. Licensee may attach its guy to Licensor's anchor rods only where Licensor specifically authorizes it in writing. Should it be necessary to replace the anchor at a later date to provide added strength for Licensor's requirements, the anchor shall be replaced at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.

32. More than one licensee may use a common guy to sustain their combined load.

33. Guys shall be insulated as specified in the Safety Code (Rules 215 and 283) and at any location where Licensee's guy parallels Licensor's guy with insulator. Licensee's guys shall not short circuit Licensor's guy insulators.

34. Cross guying of Licensee's guys with Licensor's guys is not allowed.

35. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

36. Rollers shall be used on every pole during stringing operations. Final sag will be at a minimum ground clearance of sixteen feet or greater.

DATED: _____

WITNESS (ATTEST)

NebraskaLink, LLC



Karen Chuplis 3/19/13

BY _____

Title: _____

Paul W. Kucharski
CEO

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NEBRASKA

A Municipal Corporation

BY _____

Title: Mayor

RESOLUTION 2013-76

WHEREAS, Nebraska Link, LLC, is a telecommunications company that wishes to attach fiber optic cables to City owned utility poles; and

WHEREAS, a License Agreement is needed to allow the cable to be placed on City utility poles; and

WHEREAS, the National Electric Safety Code prescribes methods and clearances required for installation of multiple wire strand utility company facilities and equipment on power poles; and

WHEREAS, the proposed License Agreement requires Nebraska Link, to pay for any “make ready” work that is required to provide the needed space on the pole to allow them to attach in accordance with the Code; and

WHEREAS, Nebraska Link, LLC, will pay the same \$4.00 per pole annual fee that is received from other companies that utilize this service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the License Agreement between the City of Grand Island and Nebraska Link, LLC.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G7

**#2013-77 - Approving the Southwest Power Pool Appendix "B"
Credit and Security Agreement**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: March 26, 2013

Subject: License Agreement with Nebraska Link, LLC, for Power Pole Attachments

Item #'s: G-7

Presenter(s): Tim Luchsinger, Utilities Director

Background

Nebraska Link, LLC, is a new telecommunications company that wishes to attach fiber optic cables to City owned utility poles. They are owned by seven private telephone companies in rural Nebraska.

The Company is attempting to negotiate contracts with schools, government offices, and commercial entities across the City.

Discussion

A License Agreement is the form used in the past to allow cables owned by others to be placed on City utility poles. Charter, Unite Private Networks (UPN), and Qwest are currently attached to utility poles in the City.

The National Electric Safety Code (Code) prescribes the methods and clearances required for installation of multiple wire strand utility company facilities and equipment on power poles. The proposed agreement includes requirements to meet the Code specifications for clearances between utility facilities, which will require some work by the Utilities Department and the other utilities currently using the poles.

Of the poles to which Nebraska Link wishes to attach, approximately 120 poles will require work to be done by the Utilities Department, UPN, and Charter Communications. The proposed contract requires Nebraska Link to pay for any “make ready” work that is required to provide the needed space on the pole to allow them to attach in accordance with the Code. The proposed contract is essentially the same as the current Contracts with Charter Communications, Qwest, and Unite Private Networks. Nebraska Link will also

pay the same \$4.00 per pole annual fee that is received from Qwest, Charter, and Unite Private Networks.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the License Agreement with Nebraska Link, LLC, and direct the Mayor to sign on behalf of the City.

Sample Motion

Move to approve the License Agreement between the City of Grand Island and Nebraska Link, LLC, and authorize the Mayor to sign the agreement.

Appendix “B” Credit and Security Agreement

This Credit and Security Agreement is effective as of the ____ day of _____, 2____, by and between _____ (“Company”) and Southwest Power Pool, Inc. (“SPP”).

Recitals

WHEREAS, SPP offers certain services, including certain transmission services, market services and other services as set out in the Open Access Transmission Tariff of SPP, as may be amended and supplemented from time to time and together with all replacements and substitutes thereto (collectively, the “Tariff”);

WHEREAS, SPP maintains a Credit Policy (which is Attachment **X** to the Tariff, as the same may be amended from time to time) in order to determine, on a case by case basis, the level of unsecured credit available to each customer who takes services under the Tariff and the form and amount of financial assurance to be required by each customer, if any;

WHEREAS, in the event Company provides financial assurance to SPP in the form of cash collateral or a letter of credit, SPP requires Company, in accordance with the terms of its Credit Policy as filed and accepted by FERC, to execute this Credit and Security Agreement in order to assure the strength of SPP’s security interest in such cash collateral or letter of credit;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, Company and SPP hereby agree as follows:

(1) The “Liabilities” as used in this Credit and Security Agreement means all of the financial obligations of the Company under the Tariff and/or any and all agreements entered into, under, pursuant to, or in connection with the Tariff (including, without limitation, the SPP Credit Policy) and any and all other agreements to which SPP and the Company are parties (collectively, the “Agreements”).

(2) As security for the payment and performance of the Liabilities, SPP shall have, and the Company hereby grants to SPP, a continuing security interest in the following collateral (as indicated below) (the "Collateral"): all of the Company's right, title, and interest in any and all cash, cash collateral, cash deposits and deposit accounts of the Company held or controlled by SPP, including accounts designated "for the benefit of" Company, that either (i) are or contain proceeds from any draw upon any Letters of Credit naming SPP as beneficiary to the extent that SPP determines in its sole discretion to treat such payments as cash collateral, and without prejudice to SPP's right to treat draws as payments to SPP of any and all amounts due to SPP from the Company, or (ii) are or contain cash submitted by the Company as collateral or security, however created or evidenced, whether now existing or hereafter owned, acquired, created, used or arising, including all products and proceeds of the foregoing, any and all renewals, extensions, replacements, modifications, additions, and substitutions of the foregoing and all rights, remedies, claims and demands under or in connection with each of the foregoing.

(3) All Collateral held or controlled by SPP after the date of this Credit and Security Agreement shall be free of any lien, security interest or encumbrance, except for liens, security interests or encumbrances in favor of SPP, and the Company agrees not to grant any security interest or permit any lien or encumbrance to arise in any of the Collateral except for security interests, liens and encumbrances in favor of SPP without the prior written consent of SPP.

(4) The Company agrees to do such reasonable acts and things and deliver or cause to be delivered such other documents as SPP may reasonably deem necessary to establish and maintain a valid perfected security interest in the Collateral (free of all other liens and claims except those of SPP) to secure the payment and performance of the Liabilities and to defend title to the Collateral against any person claiming any interest therein adverse to SPP. The Company authorizes SPP to file a financing statement or statements on its behalf in those public offices deemed advisable or necessary by SPP to protect the security interest of the Company herein granted. If permitted by law, the Company agrees that a carbon, photographic or other reproduction of this Credit and Security Agreement or of a financing statement may be filed as a financing statement.

(5) Subject to the Tariff, upon the occurrence of any Default and at any time thereafter, SPP shall have all rights and remedies available at law or in equity including, without limitation, the rights and remedies of a secured party under the Arkansas Uniform Commercial Code, as in effect from time to time, including, without limitation, the right to retain and/or take possession of the Collateral. SPP may in its discretion transfer any property constituting Collateral into its own name or that of its nominee and receive the income thereon and hold the same as security for the Liabilities or apply it on amounts due on Liabilities.

(6) Until such time as SPP exercises its remedies upon a Default, all income, earnings and profits with respect to the Collateral shall be reported for state and federal income tax purposes as attributable to the Company and not SPP. Company hereby instructs SPP (and any other person authorized to report taxable income distributions) to issue, or cause to be issued, IRS Form 1099 indicating the Company as the recipient of such income, earnings and profits.

(7) Whenever possible each provision of this Credit and Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Credit and Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Credit and Security Agreement. The Company recognizes that SPP has relied on this Credit and Security Agreement in extending credit to the Company and agrees that such reliance by SPP shall be sufficient consideration for this Credit and Security Agreement.

(8) The Company maintains any and all rights under Section 206 of the Federal Power Act it may have with regard to this Credit and Security Agreement or its implementation.

This Credit and Security Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Arkansas (without giving effect to the principles of conflicts of laws thereof).

Company Name

Authorized Signature

Print Name

Title

Date

SOUTHWEST POWER POOL, INC.

By:

Authorized Signature

Print Name

Title

Date

RESOLUTION 2013-77

WHEREAS, Nebraska Link, LLC, is a telecommunications company that wishes to attach fiber optic cables to City owned utility poles; and

WHEREAS, a License Agreement is needed to allow the cable to be placed on City utility poles; and

WHEREAS, the National Electric Safety Code prescribes methods and clearances required for installation of multiple wire strand utility company facilities and equipment on power poles; and

WHEREAS, the proposed License Agreement requires Nebraska Link, to pay for any “make ready” work that is required to provide the needed space on the pole to allow them to attach in accordance with the Code; and

WHEREAS, Nebraska Link, LLC, will pay the same \$4.00 per pole annual fee that is received from other companies that utilize this service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the License Agreement between the City of Grand Island and Nebraska Link, LLC.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
March 22, 2013	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G8

#2013-78 - Approving Joint Aerial Photo Project between the City of Grand Island and Hall County, Nebraska

Staff Contact: Tim Luchsinger, Robert Sivick

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Robert Sivick, City Attorney

Meeting: March 26, 2013

Subject: Approving Joint Aerial Photo Project between the City of Grand Island, and Hall County, Nebraska

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The City and Hall County has established a Geographic Information System (GIS), which is the computers, software, and data to allow government entities, businesses, and the public to view property records and descriptions in addition to information regarding utilities, schools and government representation.

An integral part of the GIS is aerial photography. The City has a collection of aerial photography dating back to 1938. These are used by the City and County political subdivisions to assist in planning, information gathering and data analysis. This collection of satellite and aerial images provides orthogonal (straight down) views of land and infrastructure feature. City departments using this information on a daily basis include Utilities, Public Works, Emergency Services, Building, and Regional Planning.

In March, 2011, the City and Hall County entered into an agreement to jointly pay for the cost of aerial photography flights in 2011. The aerial photos on these flights were taken at an oblique angle (at approximate 40 degrees), providing a three dimensional appearance to buildings, properties and other identifiable areas. Pictometry International Corp. is the firm that specializes in this unique capture technology. Their product and detailed images provide tools that enable users to see, measure and plan from the convenience of their computer desktop or by mobile devices. The cost of \$86,590 for this flight was shared equally between the City and County over three years.

Discussion

The Interlocal Photography Agreement from 2011 will expire on June 30, 2013, however, the City and County Departments utilizing the GIS would like to schedule additional

photography flights in 2013 and 2016. In addition to the updating the photography to reflect current conditions, advances in resolution provide greater detail and accuracy with other GIS parameters. The Utilities Department has requested that additional areas be photographed to include portions of Merrick County within their Service Area. Under the proposed agreement, Pictometry will deliver four inch resolution photography for the City of Grand Island, Villages, and urbanized areas of Hall County. The balance of Hall County will be flown with nine inch resolution. The four inch and nine inch resolution refers to the diameter of the area represented by each pixel in the picture.

The photography flights are normally planned for March or April, when there is minimal snow cover, but before the trees begin to leaf out. All Departments of both Grand Island and Hall County will have access and license to use the photography and provide it to businesses and the general public.

The City and County propose to share equally the expense of the aerial flights. The total price for the 2013 flight is \$79,878.00, with the City paying for one half of that expense, \$39,939.00. The proposed cost shares for the 2013 photography flight are as follows:

	<u>2013</u>	<u>2014</u>	<u>2015</u>
County Assessor	\$ 9,984.75	\$4,992.38	\$4,992.38
County Roads	\$ 4,992.38	\$2,496.19	\$2,496.19
County GIS	<u>\$ 4,992.37</u>	<u>\$2,496.18</u>	<u>\$2,496.18</u>
	\$19,969.50	\$9,984.75	\$9,984.75
City Public Works	\$ 0.00	\$5,984.75	\$5,984.75
City Utilities	\$19,969.50	\$ 0.00	\$ 0.00
City Fire	\$ 0.00	\$ 0.00	\$ 0.00
E911	<u>\$ 0.00</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>
	\$19,969.50	\$9,984.75	\$9,984.75

The total price the 2016 flight is \$108,998.00, with the City paying for one half of that expense, \$54,499.00, according to the schedule below:

	<u>Total Cost</u>	<u>City Share</u>
Date of Shipment of Imagery	\$ 40,498.00	\$20,249.00
Date of First Anniversary of Shipment	\$ 29,000.00	\$14,500.00
Date of Second Anniversary of Shipment	\$ 29,000.00	\$14,500.00
Date of Third Anniversary of Shipment	<u>\$ 10,500.00</u>	<u>\$ 5,250.00</u>
	\$108,998.00	\$54,499.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Joint Aerial Photo Project between the City of Grand Island, and Hall County, Nebraska.

Sample Motion

Move to approve the Joint Aerial Photo Project between the County of Hall, Nebraska, and the City of Grand Island, Nebraska.

COUNTY OF HALL, NEBRASKA AND
CITY OF GRAND ISLAND, NEBRASKA
INTERLOCAL COOPERATION AGREEMENT FOR A
JOINT AERIAL PHOTO PROJECT

WHEREAS, it is in the best interests of the County of Hall, Nebraska (hereafter called the County) to participate in a joint aerial photo project (hereafter called the Project) with the City of Grand Island, Nebraska (hereafter called the City); and

WHEREAS, it is in the best interests of the City to participate in the Project with the County; and

WHEREAS, the County and the City wish to enter into an agreement for the Project pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801 *et seq.*; and

WHEREAS, the Board of Supervisors of the County has reviewed this agreement and has authorized the Chairman of the Board of the County to sign this agreement; and

WHEREAS, the City Council of the City has reviewed this agreement and has authorized the Mayor of the City to sign this agreement.

NOW, THEREFORE, it is hereby mutually agreed by and between the County and the City as follows:

1. **DURATION.** The term of the agreement shall commence upon signing by both parties, and shall remain in force through June 30, 2013. This agreement may be extended past June 30, 2013 for an additional three (3) year term upon the written mutual agreement of the parties that a second flight is desirable and necessary, and funds for the second flight are appropriated accordingly.

2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY.** There shall be no separate legal or administrative entity created by this agreement.

A joint planning committee shall be formed consisting of the County Assessor, the County Surveyor and two (2) City representatives to be selected from the City Utilities, Public Works, Fire and Emergency Management Departments. The joint planning committee shall be responsible for guiding the Project and deciding whether to accept the finished products of the project contractor, Pictometry International Corp. The project manager will be the County Assessor who will be the point of contact for the County, the City and Pictometry International Corp. regarding the Project. The joint planning committee shall provide general direction relating to the administration of the Project contract; such direction shall be carried out by the project manager. The joint planning committee will provide staff resources necessary to review, distribute and install the aerial photo products.

3. **PURPOSE.** The purpose of this agreement is to provide aerial photo products to the County and the City at a cost less than that which would be the case if the parties separately contracted for the same products. These aerial photo products will be procured pursuant to a contract entered into between the County and Pictometry International Corp. Pictometry International Corp. shall provide digital orthophotos and other digital photographic products as specified in its contract with the County for the mapping areas within the geographic boundaries of both the County and the City.

4. **MANNER OF FINANCING AND MAINTAINING A BUDGET.** The County and the City shall each adopt and maintain appropriations as required by law to fund its obligations under this agreement, and a separate budget shall not be required of either party.

The joint planning committee shall review payment decisions before any payment is made to the Pictometry International Corp. Payment may be withheld if, in the opinion of the joint planning committee, Pictometry International Corp. has not properly performed or documented the services for which the billing has been made, or if said services are not within the contracted scope of services.

The County shall make payment in response to the billings of Pictometry International Corp. An account of Project billings and payments shall be made available to the City upon request. The County agrees to bill the City in the second quarter of each calendar year of this agreement, and the City agrees to pay the same within 60 days of the date of billing.

The County and the City each agree to commit funding for the Project in amounts up to and no more than the amounts shown for each calendar year as follows:

	2011	2012	2013
County Assessor	\$12,300.00	\$5,000.00	\$5,000.00
County Roads Dept.	\$5,000.00	\$5,000.00	\$5,000.00
County G.I.S.	\$5,000.00		
City Public Works Dept.	\$6,667.00	\$6,667.00	\$6,667.00
City Utilities Dept.		\$11,667.00	\$10,000.00
City Fire Dept.	\$1,000.00	\$1,000.00	\$1,000.00
B911	\$2,000.00	\$4,000.00	\$4,000.00

Over the three year term of this agreement, the County and the City shall each pay 50% of the initial contract price of \$86,590.00. In the event that funding is committed to the Project from entities not party to this agreement, the shares of the County and the City shall each be reduced by 50% of the amount of funding received from the non-party entity.

In addition to its 50% of the initial contract price, the City agrees to pay the whole cost, based on unit pricing, for any additional photography needed in the Merrick County portion of the Grand Island Utility District.

5. **TERMINATION** This agreement shall remain in effect and be in force as provided in Paragraph 1 above. Termination prior to that time shall require the written mutual consent of both the County and the City.

6. **MANNER OF DISPOSING OF PROPERTY.** After completion of the Project by Pictometry International Corp., the County and the City shall each receive a copy of the digital mapping products which may be used for whatever lawful purpose they desire.

7. **NON-DISCRIMINATION.** The County and the City shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

8. **APPLICABLE LAW** The County and the City shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws and existing and applicable rules and regulations. Nebraska law will govern the terms and performance of this agreement.

9. **STRICT COMPLIANCE.** All provisions of this agreement shall be strictly complied with as written, and no substitution or change shall be made except upon further written agreement of the County and the City.

10. **MERGER.** This agreement shall not be merged into any other oral or written contract, lease or deed of any type.

11. **MODIFICATION.** This agreement contains the entire agreement of the parties. No representations, oral or written were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any terms hereof unless done in writing and signed by authorized officers of both parties.

Dated: February 15, 2011

County of Hall, Nebraska

By: W.P. Bud Jeffries
W.P. "Bud" Jeffries
Chairman of the Board of Supervisors

ATTEST:

Mark J. Conley
Mark J. Conley
Hall County Clerk

Dated: March 2, 2011

City of Grand Island, Nebraska

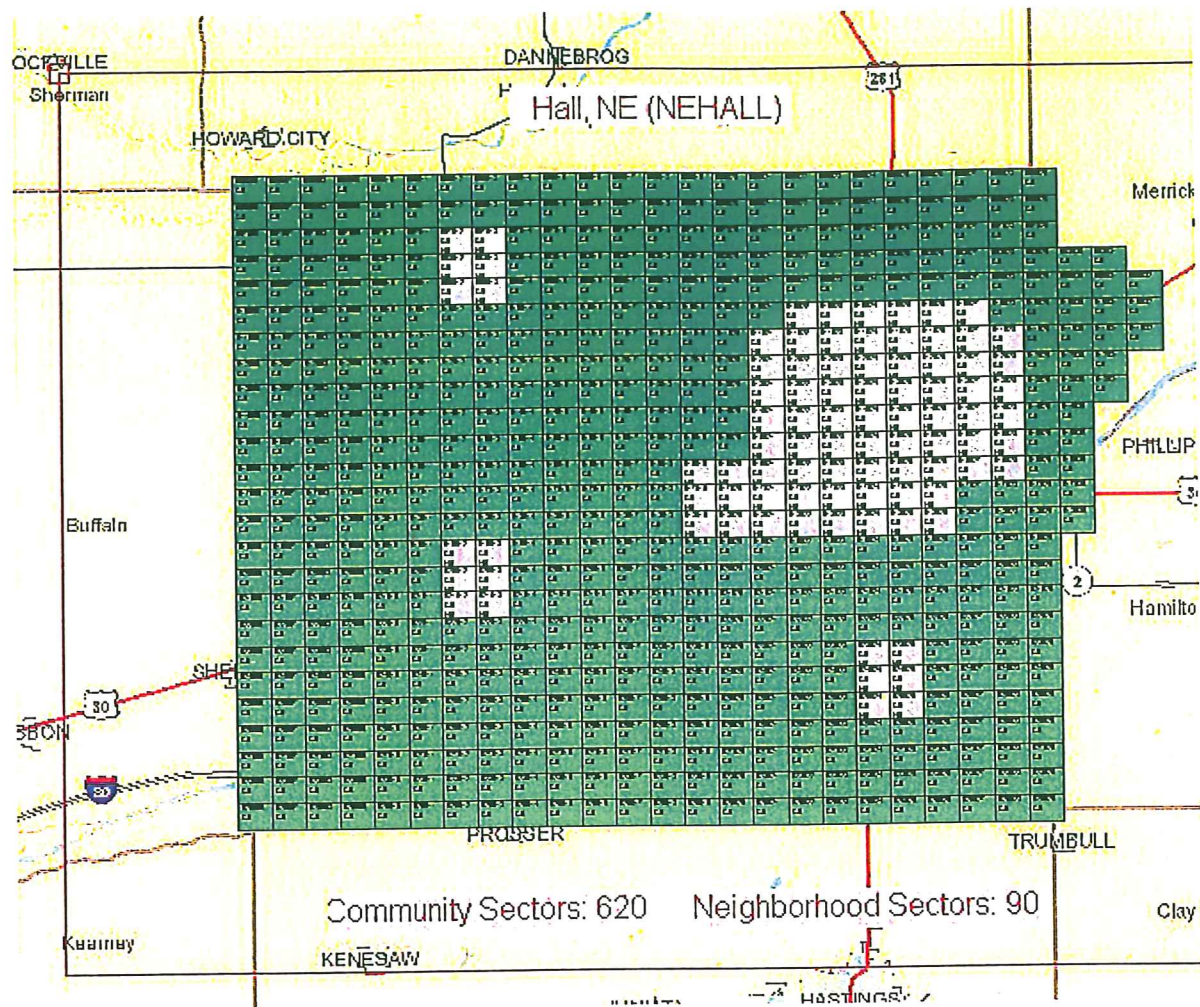
By: Jay Vavricka
Jay Vavricka
Mayor

ATTEST:

RaNaee Edwards
RaNaee Edwards
City Clerk

§

SECTOR MAP



**ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HALL AND THE CITY OF GRAND ISLAND FOR A JOINT AERIAL
PHOTOGRAPH PROJECT**

WHEREAS, pursuant to the Nebraska Interlocal Cooperation Act codified at Article 8, Chapter 13 of the Nebraska Revised Statutes, the County of Hall (County) and the City of Grand Island (City) entered into an Interlocal Cooperation Agreement (Agreement) for a joint aerial photograph project on February 15, 2011 and March 2, 2011 respectively, with that Agreement terminating on June 30, 2013 and;

WHEREAS, it is advantageous for both Parties to execute an Addendum for the purpose of having access to the information obtained from two (2) additional aerial flights and sharing the expenses of those flights.

NOW, THEREFORE, the Parties do hereby set forth the terms of the Addendum to their Agreement as follows:

I.

The Parties do hereby incorporate the terms and conditions of their Agreement and note those terms and conditions not in conflict with any terms and conditions in this Addendum remain in full force and effect.

II.

The duration of the Addendum shall extend from the date it is approved and executed by both Parties until June 30, 2019.

III.

The Parties agree to share the expense of an aerial flight to be conducted by Pictometry International Corporation (Pictometry) sometime in March or April, 2013. The County has contracted a total price for this flight in the amount of Seventy-Nine Thousand, Eight Hundred, Seventy-Eight Dollars (\$79,878.00) with Pictometry to be paid by the County pursuant to the schedule set forth below:

Date of Execution of the Addendum by the Parties	\$ 8,989.50
Date of Shipment of Imagery	\$19,093.50
Date of First Anniversary of Shipment of Imagery	\$21,960.00
Date of Second Anniversary of Shipment of Imagery	\$21,960.00
Date of Third Anniversary of Shipment of Imagery	\$ 7,875.00

TOTAL	\$79,878.00
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The City agrees to reimburse the County for one half of that expense or Thirty-Nine Thousand, Nine Hundred, Thirty-Nine Dollars (\$39,939.00) pursuant to the schedule set forth below:

Date of Execution of the Addendum by the Parties	\$ 4,494.75
Date of Shipment of Imagery	\$ 9,546.75
Date of First Anniversary of Shipment of Imagery	\$10,980.00
Date of Second Anniversary of Shipment of Imagery	\$10,980.00
Date of Third Anniversary of Shipment of Imagery	\$ 3,937.50

TOTAL	\$39,939.00
-------	-------------

IV.

The Parties agree to share the expense of an aerial flight to be conducted by Pictometry sometime in the Winter or Spring of 2016. The County has contracted a total price for this flight in the amount of One Hundred, Eight Thousand, Nine Hundred, Ninety-Eight Dollars (\$108,998.00) with Pictometry to be paid by the County pursuant to the schedule set forth below:

Date of Shipment of Imagery	\$ 40,498.00
Date of First Anniversary of Shipment of Imagery	\$ 29,000.00
Date of Second Anniversary of Shipment of Imagery	\$ 29,000.00
Date of Third Anniversary of Shipment of Imagery	\$ 10,500.00

TOTAL	\$108,998.00
-------	--------------

The City agrees to reimburse the County for one half of that expense or Fifty-Four Thousand, Four Hundred, Ninety-Nine Dollars (\$54,499.00) pursuant to the schedule set forth below:

Date of Shipment of Imagery	\$20,249.00
Date of First Anniversary of Shipment of Imagery	\$14,500.00
Date of Second Anniversary of Shipment of Imagery	\$14,500.00
Date of Third Anniversary of Shipment of Imagery	\$ 5,250.00

TOTAL	\$54,499.00
-------	-------------

COUNTY OF HALL

Date

By _____
Pamela Lancaster, Chairperson
Hall County Board of Supervisors

ATTEST:

Marla J. Conley
Hall County Clerk

CITY OF GRAND ISLAND

Date

By _____
Jay Vavricek, Mayor
City of Grand Island

RaNae Edwards
Grand Island City Clerk

R E S O L U T I O N 2013–78

WHEREAS, the City of Grand Island, Nebraska has a history of working with multiple local governments and State Agencies to provide quality aerial photography of Grand Island and the surrounding area; and

WHEREAS, in 2011 the City and Hall County entered into an Interlocal Agreement for a joint aerial photography project and sharing the expenses of that project; and

WHEREAS, the City and the County wish to addend their Interlocal Agreement to include aerial photography flights in 2013 and 2016 and share the expenses of those flights; and

WHEREAS, this project involves cooperation between the City and County of Hall, Nebraska and will result in information and cost savings to both entities; and

WHEREAS, the City's cost share of the project will be \$39,939.00 for the 2013 flight spread over the following three years and \$54,499.00 for the 2016 flight spread over the following three years; and

WHEREAS, the City of Grand Island and the Hall County, Nebraska, have indicated an interest in working together to provide high resolution oblique aerial photography for their respective jurisdictions; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Joint Aerial Project between the County of Hall, Nebraska and the City of Grand Island, Nebraska, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G9

#2013-79 - Approving Amending Fee Schedule Relative to Fire Department

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Russ Blackburn, GIFD EMS Division Chief

Meeting: March 26, 2013

Subject: Change in Fee Schedule

Item #'s: G-9

Presenter(s): Russ Blackburn, GIFD EMS Division Chief

Background

The Grand Island Fire Department charges user fees for the delivery of emergency medical service to the public. Three problems have been discovered in our current Fee Schedule.

With Life Team now doing business in Grand Island, we transport fixed wing medical flight teams in our ambulances from the airport to the hospital and back. We billed the patients when we had little to no contact with them; the flight crew does the patient care.

Another problem we have found is businesses that charge patients to take care of them, nursing homes and long term care facilities, are using the Fire Department personnel to lift patients that have fallen and are not injured, usually obese, instead of having proper staff, or in place of buying proper lifting equipment for their patients. To curtail this practice the Fire Department would like to charge business that are being paid to care for a patient if they call to have the Fire Department help lift their uninjured patients.

We get requests from area events to have emergency medical personnel on-site as a precaution and the protection of event participants. We do have a scheduled fee for two people and an ambulance to go to an event, but we do not have a fee for just two EMTs to be on-site without transport capabilities.

Discussion

After discussions with Life Team they have agreed to be billed directly at the cost of \$300 for the round trip transportation of flight crew and patient. The same rate would be billed to other aero medical companies that request transportation.

As for the lift assist fee for businesses, we charge a fee of \$165/ hour to have a staffed fire engine do standby at events. The average lift assist keeps an engine company busy for ½ hour. We would like to charge \$85 to businesses that use Fire Department personnel to supplement their patient care.

The last fee change we would like to make at this time is a fee of \$75 per hour, 2 hour minimum, as an Event EMS Services fee. The fee would be charged to the organizers of an event, but the fees for treatment and transport, if necessary, would still be charged to the patients like usual. The fee covers the overtime to have just two EMTs work the event without an ambulance.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve these three changes to the fee schedule. A charge of \$300 for round trip transportation of a flight crew and patient, an \$85 fee to businesses that use Fire Department personnel to lift uninjured patients, and a \$75 per hour, two hour minimum, fee to have the GIFD provide emergency medical services, without an ambulance, at planned events.

Sample Motion

Move to approve the three changes to the fee schedule. A charge of \$300 for round trip transportation of a flight crew and patient, an \$85 fee to businesses that use Fire Department personnel to lift uninjured patients, and a \$75 per hour, two hour minimum, fee to have the GIFD provide emergency medical services, without an ambulance, at planned events.

RESOLUTION 2013-79

WHEREAS, Grand Island Fire Department has identified three areas of service not currently addressed in the City Fee Schedule; and

WHEREAS, a better billing solution of charging aero-medical companies directly for transportation of their flight crews and patients at \$300 per round trip from the airport to the hospital and back, instead of billing the patient directly; and

WHEREAS, to curtail business who are paid to care for patients, using Fire Department personnel to supplement their staff or equipment to lift uninjured patients, the creation of a fee of \$85 per lift assist call to such facility, and

WHEREAS, and a \$75 per hour, two hour minimum, fee to have the GIFD provide emergency medical services, without an ambulance, at planned events.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the two changes to the fee schedule. A charge of \$300 for round trip transportation of a flight crew and patient and \$85 fee to business, that are paid to care for patients, that use Fire Department personnel to lift uninjured patients, and a \$75 per hour, two hour minimum, fee to have the GIFD provide emergency medical services, without an ambulance, at planned events.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G10

#2013-80 - Approving Acquisition of Permanent Easement Located in the State Street/Capital Avenue Connector Trail Area (Niedfelt Property Management Preferred, LLC)

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

Staff Contact: John Collins, Public Works Director

RESOLUTION 2013-80

WHEREAS, a permanent easement is required by the City of Grand Island, from Niedfelt Property Management Preferred, LLC; and

WHEREAS, a public hearing was held on March 26, 2013, for the purpose of discussing the proposed acquisition of such permanent easement; and

WHEREAS, the following legal description details the acquired permanent easement:

Niedfelt Property Management Preferred, LLC – Tract No. 2 & 4

Two parcels of land located in NW ¼, of Section 12, Township 11 North, Range 10 West, Hall County, Nebraska, described as follows:

Tract 2:

Beginning at the northeast corner of Lot 1, Autumn Park Subdivision, City of Grand Island, Hall County, Nebraska; thence northerly along the west line of City of Grand Island Drainage Right-of-Way, a distance of 446.95 feet; thence westerly deflecting 90 00'00" left, a distance of 12.00 feet; thence southerly deflecting 90 00'00" left, a distance of 446.95 feet to the north line of said Lot 1; thence easterly along the north line of said Lot 1, deflecting 90 00'00" left, a distance of 12.00 feet to the Point of Beginning, containing 5,363.40 square feet, more or less.

Tract 4:

Beginning at the southeast corner of Lot 1, Sterling Estates Second Subdivision, City of Grand Island, Hall County, Nebraska; thence westerly along the south line of said Lot 1, a distance of 12.00 feet; thence southerly deflecting 91 15'04" left, a distance of 443.93 feet; thence easterly deflecting 90 00'00" left, a distance of 12.00 feet to the west line of City of Grand Island Drainage Right-of-Way; thence northerly along the west line of City of Grand Island Drainage Right-of-Way, deflecting 90 00'00" left, a distance of 443.63 feet to the Point of Beginning, containing 5,325.61 square feet, more or less.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire the necessary permanent easement from Niedfelt Property Management Preferred, LLC, on the above described tracts of land, in the amount of \$970.00.

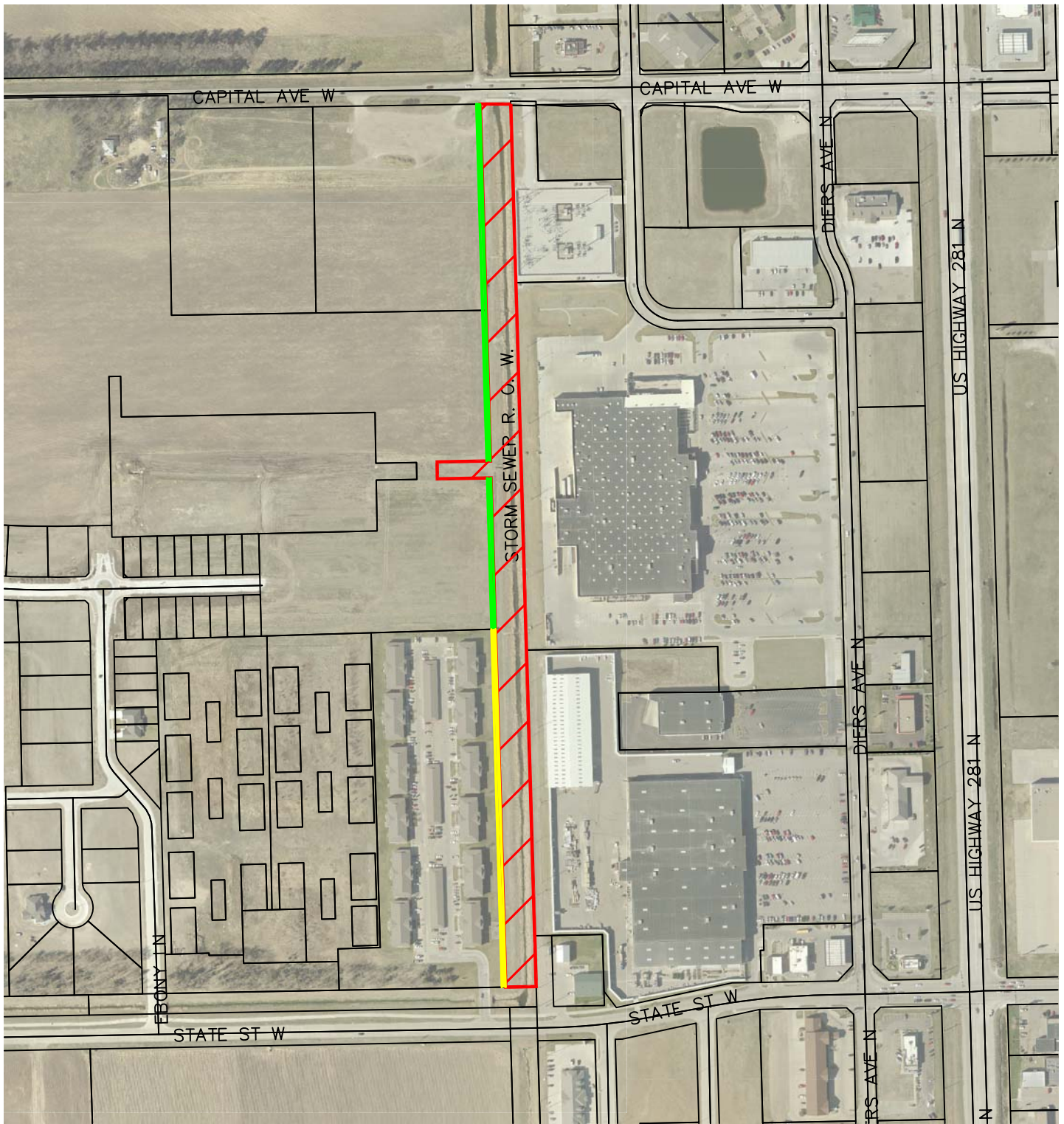
Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor


Attest:


RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
March 22, 2013	<input type="checkbox"/>	City Attorney



KEY

EXISTING EASEMENT = 

PROPOSED EASEMENT = 

FUTURE PROPOSED EASEMENT = 

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 03/20/13

DRAWN BY: TJY

APPVD. BY:

SCALE: NONE

W STATE ST TO W CAPITAL AVE
HIKE AND BIKE
CONNECTOR TRAIL EASEMENT

PLAN





City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G11

#2013-81 - Approving Acquisition of Permanent Easement Located in the State Street/Capital Avenue Connector Trail Area (SB Worldwide, LLC)

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

Staff Contact: John Collins, Public Works Director

RESOLUTION 2013-81

WHEREAS, a permanent easement is required by the City of Grand Island, from SB Worldwide, LLC; and

WHEREAS, a public hearing was held on March 26, 2013, for the purpose of discussing the proposed acquisition of such permanent easement; and

WHEREAS, the following legal description details the acquired permanent easement:

SB Worldwide, LLC – Tract No. 1

A portion of Lot 1, Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 1; thence westerly along the north line of said Lot 1, a distance of 12.00 feet; thence southerly deflecting 90 00'00" left, a distance of 608.79 feet to the south line of said Lot 1; thence easterly along the south line of said Lot 1, deflecting 88 44'56" left, a distance of 12.00 feet to the west line of City of Grand Island Drainage Right-of-Way; thence northerly along the west line of City of Grand Island Drainage Right-of-Way, deflecting 91 15'04" left, a distance of 609.05 feet to the Point of Beginning, containing 7,307.03 square feet, more or less.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire the necessary permanent easement from SB Worldwide, LLC, on the above described tracts of land, in the amount of \$660.00.

- - -

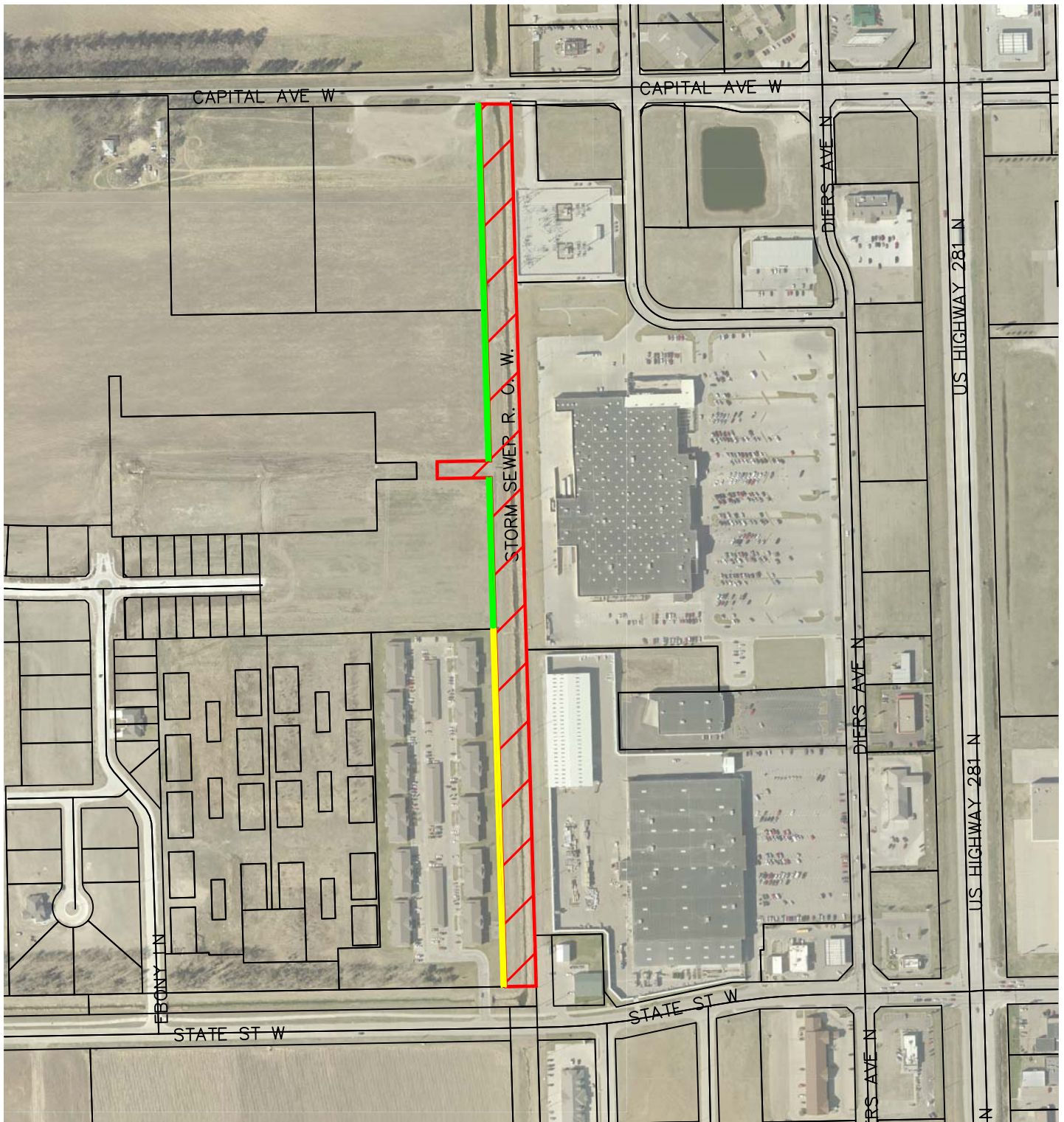
Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor


Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



KEY

EXISTING EASEMENT = 

PROPOSED EASEMENT = 

FUTURE PROPOSED EASEMENT = 

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 03/20/13

DRAWN BY: TJY

APPVD. BY:

SCALE: NONE

W STATE ST TO W CAPITAL AVE
HIKE AND BIKE
CONNECTOR TRAIL EASEMENT

PLAN





City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G12

**#2013-82 - Approving Award of Proposal for Consulting Services
for Geospatial Data Collection of Grand Island's Public
Stormwater Conveyance System**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Sekutera, Storm Water Technician

Meeting: March 26, 2013

Subject: Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System

Item #'s: G-12

Presenter(s): John Collins, Public Works Director

Background

A Request for Proposals (RFP) for consulting services for Geospatial Data Collection of Grand Island's Stormwater System was advertised in the Grand Island Independent on February 7, 2013. The RFP was also sent to five (5) potential proposers by the Engineering Division of the Public Works Department.

The collection of this geospatial data for the City's stormwater system will assist with mapping the stormwater as required by the National Pollution Discharge Elimination System (NPDES) stormwater permit. The mapping will also give the City information on locations and elevations of all stormwater structures. This information will be utilized for stormwater hydraulic modeling, comprehensive drainage planning, required mapping for compliance with permit to identify Illicit Detection Discharge Elimination (IDDE) and stormwater capital improvement planning. This survey will provide an accurate, electronic, easily-accessible storm sewer map and database from which the staff can quickly access valuable physical and historical information regarding the storm sewer system.

Discussion

Four (4) proposals were opened on March 5, 2013 and reviewed and scored.

The estimate for this work was \$50,000.00. Funds for the consulting services are in the approved 2012/2013 budget and paid for using the LB 1226 Stormwater Grant fund through the Nebraska Department of Environmental Quality (NDEQ). This work supports the City of Grand Island's Stormwater Management Plan.

The proposal submitted by EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska was scored as the best firm to complete the required work. The agreement will be for surveying 1136 stormwater structures at \$44.00 each for a grand total of \$49,984.00. Previous surveys have completed 2,555 stormwater structures, which equates to approximately 85% of the City's overall structures.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of the proposal to EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR GEOSPATIAL DATA COLLECTION
STORM WATER CONVEYANCE SYSTEM**

RFP DUE DATE: March 5, 2013 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: February 7, 2013

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

EA Engineering, Science, and Technology, Inc.
Lincoln, NE

JEO Consulting Group, Inc.
Lincoln, NE

Miller & Associates Consulting Engineers, P.C.
Kearney, NE

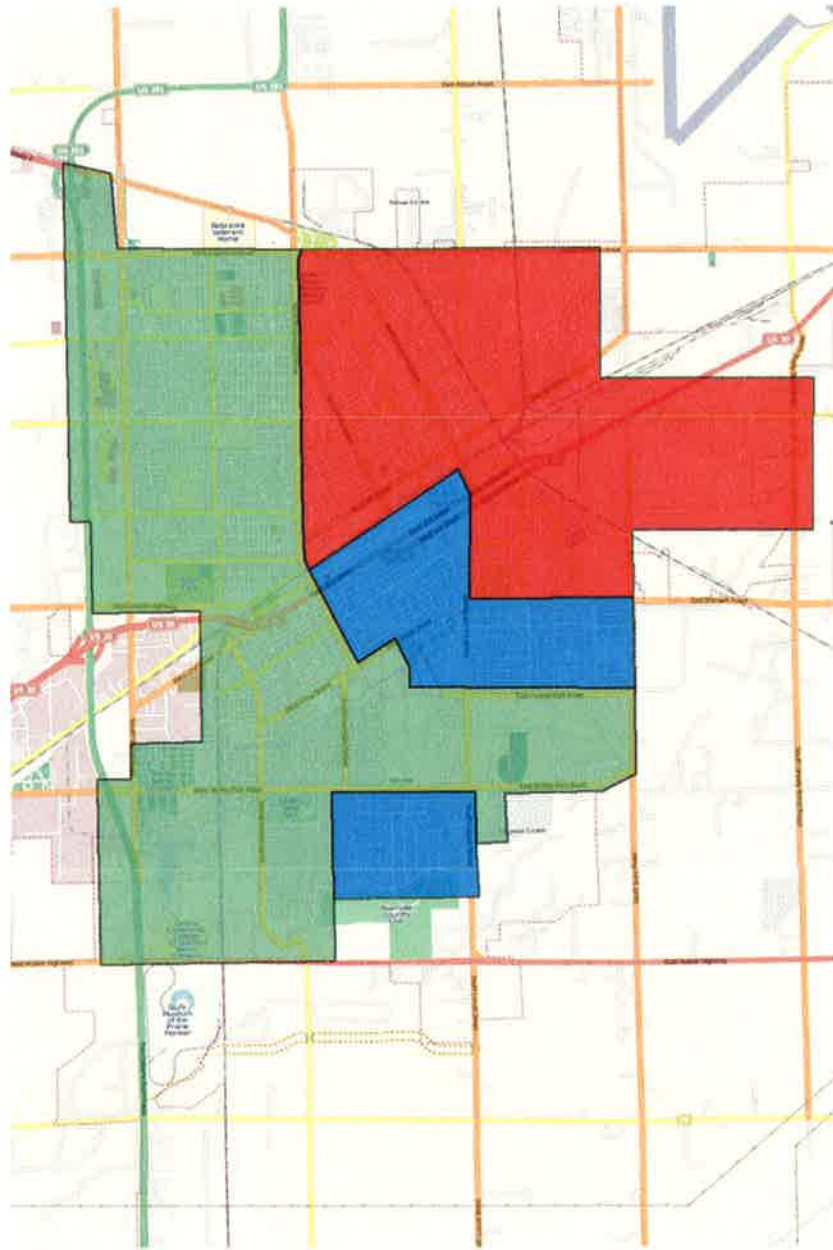
Midland GIS Solutions
Maryville, MO

cc: Terry Brown, Interim Public Works Director
Mary Lou Brown, City Administrator
Scott Sekutera, Storm Water Technician

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Interim Finance Director
Stacy Nonhof, Purchasing Agent

P1615

Geospatial Data Survey of Storm Sewer Infrastructure



- Legend**
- Survey Complete
 - Proposed Survey - 2013
 - Future Survey



[20]

RESOLUTION 2013-82

WHEREAS, the City Of Grand Island invited proposals for consulting services for Geospatial Data Collection of Grand Island's Storm Water System, according to the Request For Proposals (RFP) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on March 5, 2013 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at \$44.00 each for 1,136 units for a total of \$49,984.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska for consulting services for Geospatial Data Collection of Grand Island's Stormwater System is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G13

**#2013-83 - Approving Bid Award for the 2013 Asphalt Resurfacing
Project Number 2013-AC-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: March 26, 2013

Subject: Approving Bid Award for the 2013 Asphalt Resurfacing Project Number 2013-AC-1

Item #'s: G-13

Presenter(s): John Collins, Public Works Director

Background

On March 5, 2013 the Engineering Division of the Public Works Department advertised for bids for the 2013 Asphalt Resurfacing Project Number 2013-AC-1. There were 4 potential bidders for the project. This year's work involves asphalt resurfacing on the following City streets.

Section #1. Pioneer Boulevard; Blaine Street to Stolley Park Road

Section #2. Northwest Avenue; Capital Avenue to Utah Avenue

Section #3. Fonner Park Road; Pleasant View Drive to Stuhr Road

Section #4. Husker Highway; Regal Drive to concrete header west of US Highway 281

Discussion

Two (2) bids were received and opened on March 19, 2013. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Base Bid</i>	<i>Alternate Bid</i>
Gary Smith Construction Co., Inc. of Grand Island, NE	None	\$453,150.16	\$439,184.16
J.I.L. Asphalt Paving Co. of Grand Island, NE	Noted	\$463,256.79	\$454,915.79

The base bid included the contractor hauling the millings from the job location, while the alternate bid allowed for a bid reduction with the City hauling the millings.

There are sufficient funds in Account No. 10033506-85354 to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding a contract to Gary Smith Construction Co., Inc of Grand Island, Nebraska in the amount of \$439,184.16 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 19, 2013 at 2:00 p.m.
FOR: Asphalt Maintenance Project 2013-AC-1
DEPARTMENT: Public Works
ESTIMATE: \$615,816.50
FUND/ACCOUNT: 10033506-85354 & 10033506-85213
PUBLICATION DATE: March 5, 2013
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE	<u>Gary Smith Const. Co., Inc.</u> Grand Island, NE
Bid Security:	Inland Insurance Co.	Inland Insurance Co.
Exceptions:	None	None
Bid Price:		
Section #1:	\$105,579.05	\$102,440.90
Section #2:	\$ 81,179.50	\$ 75,043.32
Section #3:	\$ 61,702.22	\$ 60,581.84
Section #4:	\$202,266.02	\$201,043.25
Section #5:	<u>\$ 12,529.00</u>	<u>\$ 14,040.75</u>
Total:	\$463,256.79	\$453,150.16
Alternate:	\$ 8,341.00	\$ 13,966.00

cc: Terry Brown, Interim Public Works Director
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Stacy Nonhof, Purchasing Agent

P1625

RESOLUTION 2013-83

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project Number 2013-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on March 19, 2013 bids were received, opened, and reviewed; and

WHEREAS, Gary Smith Construction Co., Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$439,184.16; and

WHEREAS, Gary Smith Construction Co. Inc.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2012/2013 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$439,184.16 for Asphalt Maintenance Project 2013-AC-1 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G14

#2013-84 - Approving Phase II Downtown Revitalization Community Development Block Grant Application.

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

Staff Contact: Marco Floeani

RESOLUTION 2013-84

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) funds through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development is offering a CDBG Downtown Revitalization Grant for activities that meet the CDBG national objective to aid in the elimination of conditions related to slum and blight; and

WHEREAS, the Nebraska Department of Economic Development is currently accepting applications for Phase II Downtown Revitalization Grants; and

WHEREAS, the request includes the maximum grant funds of \$350,000 per community. Phase II requires a 25% match and at a minimum, at least one-half of the total matching funds for the project must be non-community development block grant cash. A combination of both private and public funding will constitute the 25% match; and

WHEREAS, the City of Grand Island presently requires a public hearing to accept comments and inform the public on all CDBG grant applications; and

WHEREAS, the public hearing on March 26, 2013, offers the public opportunity to make such comments to the City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a Community Development Block Grant from the Nebraska Department of Economic Development for the purpose of implementing a Downtown Revitalization Phase II Initiative; and

The Mayor is hereby authorized and directed to execute such grant applications and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G15

**#2013-85 - Approving Bid Award for Furnishing and Planting
Trees at the Veteran's Athletic Field Complex**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: March 26, 2013

Subject: Bid Award to Furnish and Plant Trees at Veteran's Athletic Field Complex

Item #'s: G-15

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

In 2010 the Nebraska State Fair was relocated to Grand Island utilizing property at Fonner Park. During the State Fair transition the City softball and soccer fields at Fonner Park were abandoned to make way for parking. New fields were constructed north of Grand Island on land leased from the Nebraska Veterans Home. With four softball fields and an additional 11 acres dedicated to soccer the new complex has become a popular sports venue for area teams.

In 2012 the City successfully received a Greener Community grant from the State of Nebraska. The grant funds 50% for community landscape projects such as planting trees. Planting trees at the Veterans Athletic Park Complex will enhance the aesthetics and add needed natural shade to a busy summer facility.

Discussion

On February 8, 2013 the Parks and Recreation Department requested bids to furnish and plant 176 trees at the Veterans Athletic Field Complex. Bids were received from six landscaping companies.

Cloudburst Lawn & Sprinkler Co. of Grand Island, Nebraska	\$33,766
Faller Landscape, Inc of York, Nebraska	\$36,648
Siffring Landscape & Gardens of Fremont, Nebraska	\$37,240
Lanoha Nurseries of Omaha, Nebraska	\$37,955
Greenworks Landscaping of Grand Island, Nebraska	\$41,702
Tilley Sprinklers of Grand Island, Nebraska	\$50,567

Staff recommends the low bid from Cloudburst Lawn and Sprinkler Company. The project will be funded by the Parks capital account 40044450-90027. Upon the completion of the project, the Parks and Recreation Department will be reimbursed \$16,883 through the State of Nebraska Greener Community Grant.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council award the bid to furnish and plant trees at the Veterans Athletic Field Complex to Cloudburst Lawn and Sprinkler Company of Grand Island, Nebraska.

Sample Motion

Move to award the bid to furnish and plant trees at the Veteran's Athletic Field Complex to Cloudburst Lawn and Sprinkler for a total of \$33,766.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 5, 2013 at 2:00 p.m.
FOR: Planting Trees for Veteran's Athletic Field Complex
DEPARTMENT: Parks & Recreation
ESTIMATE: \$40,000.00
FUND/ACCOUNT: 40044450-90027
PUBLICATION DATE: February 8, 2013
NO. POTENTIAL BIDDERS: 19

SUMMARY

Bidder:	<u>Cloudburst Lawn & Sprinkler Co.</u> Grand Island, NE	<u>Tilley Sprinklers & Landscaping</u> Grand Island, NE
Exceptions:	None	Noted
Bid Price:	\$33,766.00	\$50,567.50
Bidder:	<u>Faller Landscape, Inc.</u> York, NE	<u>Siffring Landscaping & Garden Center</u> Fremont, NE
Exceptions:	Noted	None
Bid Price:	\$36,648.00	\$37,240.00
Bidder:	<u>Lanoha Nurseries, Inc.</u> Omaha, NE	<u>Greenworks Landscaping & Design</u> Grand Island, NE
Exceptions:	None	None
Bid Price:	\$37,955.00	\$41,702.00

cc: Todd McCoy, Parks & Recreation Director
Mary Lou Brown, City Administrator

Patti Buettner, Parks Secretary
Stacy Nonhof, Purchasing Agent

P1617

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Cloudburst Lawn & Sprinkler Co. hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Furnishing and Planting Trees at the Veteran's Athletic Field Complex**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of Thirty three thousand seven hundred sixty six Dollars \$ 33,766.00 for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product for **Furnishing and Planting Trees at the Veteran's Athletic Field Complex**.

page 1 of 2

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance is approved and that the Contractor shall complete the work on or before **May 15, 2013 unless "weather circumstances" prohibit working conditions for furnishing and planting trees.** It is understood and agreed that time is the essence of the contract.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Mayor

Date _____

Attest: _____

City Clerk

The contract and insurance are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2013-85

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Planting Trees for the Veteran's Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on March 5, 2013, bids were received, opened and reviewed; and

WHEREAS, Cloudburst Lawn & Sprinkler Company from Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$33,766.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Cloudburst Lawn & Sprinkler Company from Grand Island, Nebraska, in the amount of \$33,766.00 for Furnishing and Planting Trees for the Veteran's Athletic Field Complex is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item G16

**#2013-86 - Approving FEMA Hazard Mitigation Grant for
Mitigation Planning Update**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: March 26, 2013

Subject: Hazard Mitigation Grant – Planning Update

Item #'s: G-16

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

The Federal Emergency Management Agency requires jurisdictions to develop and maintain a Hazard Mitigation Plan for the purpose of identifying local hazards and vulnerabilities. The Plan also identifies methods of mitigating against these hazards to reduce casualties, property loss and environmental impact from disasters. In 2007, the current Hall County Hazard Mitigation Plan was completed and adopted by Hall County, the City of Grand Island, and the various local jurisdictions included in this plan. FEMA requires that plans be updated every five years with new projects and adopted by local jurisdictions to ensure a robust mitigation strategy.

The Emergency Management Department, working together with the Regional Planning Department, has established a planning process and schedule to accomplish this plan update. The Emergency Management Department has applied for and received a Hazard Mitigation Grant from FEMA to fund 75% of the costs for this plan's update, production and distribution. A 25% in-kind match will include volunteer time of those individuals who participate in the various planning sessions held throughout the City and County.

Discussion

The FEMA Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures and planning efforts after a major disaster declaration. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. The HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The HMGP Grant funds up to 75% of approved projects with a local match of 25%. The Emergency Management Department and Regional Planning have identified a schedule, budget and process for updating the current Hazard Mitigation Plan, including the gathering of community input through the Planning Commission, subsequent public mitigation planning meetings, document preparation, printing, binding and distribution. Total estimated costs of this are listed below.

Total Hazard Mitigation Grant Budget	
A. Materials	\$ 2,129.00
B. Labor	\$ 14,250.00
C. Fees Paid	\$ 0.00
Grand Total (Total Project Costs):	\$ 16,379.00

The 25% in kind match used for this grant will include the estimated 200 hours of volunteer time used in the various meetings and planning sessions. The grant will provide reimbursement to the City for staff time in the Regional Planning Department and materials for the plan's publishing and distribution.

Without this Hazard Mitigation Grant, the City of Grand Island would be required to accomplish this plan regardless and without the possibility of reimbursement for labor and materials.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve this bid award to Federal Signal Corporation.

Sample Motion

Move to approve the bid to Federal Signal Corporation.

GRANT AGREEMENT
between
Nebraska Emergency Management Agency (NEMA)
And
Hall County

PROJECT TITLE: Hall County Hazard Mitigation Plan Update

GRANT AGREEMENT NO: 4013

PROJECT NO: 0051
FEDERAL TAX ID#: 47-6006205
DUNS No: 04-091-9607
FIPS Code: 079-04772-00
CFDA #: 97.039 (Hazard Mitigation Grant Program)

SCOPE OF WORK

This Grant Assistance Agreement (AGREEMENT) is to provide Hall County (SUBGRANTEE) with federal assistance from the Hazard Mitigation Grant Program funds for the above-referenced mitigation grant. The federal share shall not exceed \$12284.00 or 75% of actual allowable project costs, whichever is less. The SUBGRANTEE shall provide at least \$4095 (25%) through local non-federal (cash and/or in-kind) sources for actual allowable project costs. These funds are to assist the SUBGRANTEE with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that was submitted to and approved by the Nebraska Emergency Management Agency (NEMA) and the Federal Emergency Management Agency (FEMA). Any changes to the approved scope of work and/or amount budgeted must be submitted to and approved by NEMA prior to executing the changes. The SUBGRANTEE is required to obtain all necessary permits before construction begins.

AGREEMENTS

NEMA will provide financial oversight and management in the role of GRANTEE based on the grant guidance, the grant financial guide and all other applicable State and federal guidelines. The GRANTEE will provide technical assistance and direction to the SUBGRANTEE on programmatic and financial requirements. The GRANTEE will provide all appropriate documents and forms and make payments to the SUBGRANTEE to complete the approved scope of work.

The GRANTEE is responsible for monitoring SUBGRANTEE activities to provide reasonable assurance that the SUBGRANTEE administers federal awards in compliance with federal and State requirements. Responsibilities include the accounting of receipts and expenditures, cash management and the maintaining of adequate financial records. Additionally, the SUBGRANTEE will be monitored quarterly by the GRANTEE to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of quarterly reporting, reviewing of expenditures for reimbursement, and when necessary; on-site monitoring. Monitoring will involve

the review and analysis of the financial, programmatic, and administrative issues relative to the program, and will identify areas where technical assistance and other support may be needed.

The SUBGRANTEE will pass appropriate resolutions to assure NEMA that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBGRANTEE and the SUBGRANTEE's AUTHORIZED REPRESENTATIVE agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

I. ACTIVITY COMPLETION TIMEFRAME

The approved activity completion timeframe for this grant is from ***3/19/2013 through 3/19/2016***. All work must be completed prior to the activity completion timeframe ending. The SUBGRANTEE shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date of the activity completion timeframe.

If a time extension is needed it must be requested at least 75 days prior to the activity completion timeframe end date. All requests must be supported by adequate justification submitted to NEMA in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended activity completion timeframe; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed.

II. AUTHORITIES AND REFERENCES.

The SUBGRANTEE shall comply with all applicable laws, regulations and policies as defined in the State of Nebraska Hazard Mitigation Administrative Plan. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- OMB Circular A-102 – Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments as implemented in 44 CFR Part 13
- Title 2 CFR Part 225 (OMB Circular A-87) – Cost Principles for State and Local Governments
- OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations
- Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA)
- Title 44 of the Code of Federal Regulations (CFR)
- SUBGRANTEE's application that was received and approved by NEMA and FEMA
- State of Nebraska Administrative Plan for the Hazard Mitigation Grant Program

III. GRANT MANAGEMENT SYSTEM

To ensure that federal funds are awarded and expended appropriately, the SUBGRANTEE will establish and maintain a grant management system. The standards for SUBGRANTEE organizations stem from the Office of Management and Budget's (OMB) Uniform Administrative Requirements and Cost Principles. State, local and tribal organizations must follow the uniform administrative requirements standards in OMB Circular A-102, and cost principle standards in OMB Circular A-87. These standards combined with the audit standards provided within OMB Circular A-133, plus the requirements of the federal Cash Management Improvement Act constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBGRANTEE.

The SUBGRANTEE's grant management system must:

- Include internal controls based on the American Institute for Certified Public Accountant's (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- Include a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program
- Be in compliance with the Cash Management Improvement Act (CMIA), good business processes and Generally Accepted Accounting Principles (GAAP)
- Include procedures to minimize federal cash on hand
- Include the ability to track expenditures on a cash or accrual basis
- Include the ability to track expenditures in both financial and program budgets
- Include procedures to document all grant-related expenditures
- Include procedures to ensure expenditures are eligible and allowable
- Include the ability to fulfill government-required financial reporting forms

IV. PROCUREMENT

This agreement requires that all procurement is executed by the SUBGRANTEE. Procurement standards must be in accordance with the written adopted procedures of the SUBGRANTEE, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR. The SUBGRANTEE will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

V. AUDIT

SUBGRANTEE must comply with the requirements of the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular A-133. Reference: Catalog of Federal Domestic Assistance (CFDA) 97.039 Hazard Mitigation Grant Program.

VI. PAYMENT REQUEST PROCESS

Payments to SUBGRANTEES are based on eligible expenditures that are specifically related to the approved grant budget and scope of work. SUBGRANTEES can request **Reimbursement** for allowable expenditures already paid at anytime during the activity completion timeframe.

Payments shall be limited to the documented cash requirements submitted by the SUBGRANTEE. The SUBGRANTEE must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

Reimbursement requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.).

Payment of funds will not be made to a SUBGRANTEE until NEMA has this grant agreement signed and on file.

VII. Match Verification

The maximum federal share to this mitigation grant cannot exceed 75% of eligible grant expenditures. Therefore, the matching funds (cash and in-kind) must be at least 25% of eligible grant expenditures. The subgrantee is responsible for submitting proof of the local **non-federal** match that was used for their mitigation grant to NEMA. Expenditures must be in accordance with the approved scope of work and budget and in accordance with the 44 Code of Federal Regulations (CFR), Section 13.24, "Matching or cost sharing"

Cash match can be money contributed to the subgrantee by the subgrantee, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable costs in accordance with the SUBGRANTEE's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies.

In-kind match must comply with the requirements of the 44 CFR, Section 13.24 (matching or cost sharing). The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBGRANTEE's scope of work and budget before in-kind match will be allowed to match any mitigation grant. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, the value, a statement to the effect that the value is normally charged, and a statement that the value is being waived on behalf of the subgrantee to meet the matching requirements to the subgrantee's mitigation grant or a spreadsheet detailing in-kind contributions certified by the Authorized Representative.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

VIII. REPORTING REQUIREMENTS

The mitigation grant requires quarterly programmatic and financial reporting and progress relative to the approved scope of work. SUBGRANTEES are required to complete the quarterly progress report forms that are provided by NEMA and submit them by the 15th day following each federal fiscal quarter. (See administrative plan for specific date.)

WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by NEMA and the SUBGRANTEE, in writing. Unless otherwise stated in writing, NEMA's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by NEMA and the SUBGRANTEE.

COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, NEMA requires strict compliance by the SUBGRANTEE and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances attached to this grant agreement.

NEMA may suspend or terminate any obligation to provide funding or demand return of grant funds, following notice from NEMA, if the SUBGRANTEE fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project.

The SUBGRANTEE understands and agrees that NEMA may enforce the terms of this AGREEMENT by any combination, or all remedies available to NEMA under this AGREEMENT, or under any other provision of law, common law, or equity.

INDEMNIFICATION

1. It is understood and agreed by NEMA and the SUBGRANTEE and its agents that this AGREEMENT is solely for the benefit of the parties to this grant and gives no right to any other party.

2. The SUBGRANTEE, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless NEMA and the State of Nebraska, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBGRANTEE or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBGRANTEE's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

3. The SUBGRANTEE further agrees to defend NEMA, the State of Nebraska, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBGRANTEE is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBGRANTEE's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

ACKNOWLEDGMENTS

The SUBGRANTEE shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution through NEMA by FEMA.

INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBGRANTEE, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of NEMA or the State of Nebraska. All references herein to the SUBGRANTEE shall include its officers, employees, city council/board members, and agents.

RESPONSIBILITY FOR PROJECT

While NEMA undertakes to provide technical assistance to the SUBGRANTEE and its authorized representative in the administration of the project, said project remains the sole responsibility of the applicant in accomplishing grant objectives and goals. NEMA undertakes no responsibility to the SUBGRANTEE, or any third party, other than what is expressly set out in this AGREEMENT.

ENTIRE GRANT AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between NEMA and the SUBGRANTEE with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either NEMA or the SUBGRANTEE. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, NEMA and the SUBGRANTEE have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Nebraska Emergency
Management Agency**

Al Berndt, Governors Authorized Representative

Authorized Representative

Date

Date

Signature of Alternate Authorized Representative (optional)

Date

RESOLUTION 2013-86

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Federal Emergency Management Agency and Nebraska Emergency Management Agency for a Hazard Mitigation Program Grant; and

WHEREAS, the Federal Emergency Management Agency and Nebraska Emergency Management Agency provide grant applications for hazard mitigation planning; and

WHEREAS, the current Hall County Hazard Mitigation Plan is due for mandatory update following 5 years; and

WHEREAS, the update of the Hazard Mitigation Plan is a federal requirement to remain eligible for Federal disaster aid, and

WHEREAS, the Emergency Management Department and Regional Planning Department are preparing to accomplish this mandatory update; and

WHEREAS, a grant has been awarded to the City of Grand Island to conduct an update of the local Hazard Mitigation Plan; and

WHEREAS, the City of Grand Island may recoup expenditures necessary to produce and publish this required Hazard Mitigation Plan through this Hazard Mitigation Grant,

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

1. The Mayor is hereby authorized and directed to award this bid to Federal Signal Corporation on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item I1

#2013-87 - Consideration of Approving Letter of Support for Essential Air Service (EAS) to the Department of Transportation (DOT)

Staff Contact: Mary Lou Brown, City Administrator

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: March 26, 2013

Subject: Essential Air Service Recommendation

Item #'s: I-1

Presenter(s): Mike Olson, AAE, Executive Director
Hall County Airport Authority

Background

The Department of Transportation developed a program entitled Essential Air Service (EAS) several years ago to assure that smaller rural communities would be provided with passenger air service. The program provides subsidies to commercial air carriers to offset the cost of offering such service in areas where ridership cannot be to the level to achieve profitability. This program is intended to help small communities in economic development, community development and population stabilization. Hall County has benefited from this program over the last few years by assuring that the area continued flight service for citizens and businesses.

Every two years the Department of Transportation asks for proposals from air carriers for the various EAS communities for the continuation of air service. Two proposals from American Airlines and Sovereign Air airlines were submitted for the Central Nebraska Regional Airport. A summary of the proposals is attached for City Council review.

Discussion

The Airport Authority Board, in a letter to Mayor Vavricek, is requesting concurrence from the City for the formal request to the Department of Transportation for the Essential Air Service. This is a requirement of the DOT on matters such as this.

On March 13, 2013 the Hall County Airport Authority conducted a public meeting to discuss the bids for Essential Air Service to Grand Island, NE. The Hall County Airport Authority is recommending American Airlines to the Department of Transportation (DOT) for air service for the Central Nebraska Regional Airport under the Essential Air Service Program.

Alternatives

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

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

Recommendation

City Administration recommends that the Council accept the recommendation of the Hall County Airport Authority Board submitted by American Airlines and pass Resolution #2013- to authorize the Mayor to send a letter to the Department of Transportation expressing support of such proposal.

Sample Motion

Move to accept the recommendation of the Hall County Airport Authority Board submitted by American Airlines and pass Resolution #2013- to authorize the Mayor to send a letter to the Department of Transportation expressing support of such proposal.

Hall County Airport Authority

March 13, 2013

Resolution 13-17

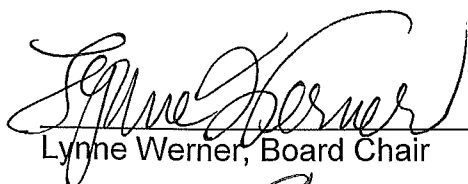
Essential Air Service (EAS) Request for Grand Island, NE

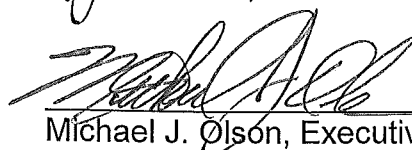
AUTHORITY ACTION TAKEN: Resolution that the Hall County Airport Authority makes the following recommendation to the Department of Transportation (DOT) for air service for the Central Nebraska Regional Airport under the EAS program:

Air service with American Airlines from the Central Nebraska Regional Airport in Grand Island, NE (GRI) to Dallas/Fort Worth International Airport (DFW) in Dallas/Fort Worth, TX, providing 13 round trips/weekly on a (44 or 50 seat) regional jet.

The annual Federal subsidy would be \$1,837,021.

The Hall County Airport Authority agrees to waive the right to hold in American Airlines upon issuance of 120 days notice to terminate service.


Lynne Werner, Board Chair


Michael J. Olson, Executive Director

COPY
ORIGINAL

2013 ESSENTIAL AIR SERVICE (EAS) BIDS

Airline	Destination	Bid	Aircraft Type	Frequency
American Airlines	DFW (Dallas/Fort Worth, TX)	\$1,837,021.00	Embraer Regional Jet (44-50 Seat)	13 roundtrips /weekly
Sovereign Air Inc. *	DEN (Denver, CO)	\$1,991,947.00	Jetstream Aircraft (30 Seat)	18 roundtrips /weekly

*Sovereign Air Inc., does not have Economic Authority, making this Proposal invalid (per DOT).

Hall County Airport Authority
Central Nebraska Regional Airport
3743 Sky Park Road
Grand Island, NE 68801

RESOLUTION 2013-87

WHEREAS, the Central Nebraska Regional Airport has been working diligently to improve the air service options available to central Nebraskans and to increase the number of enplanements from the Central Nebraska Regional Airport; and

WHEREAS, on March 13, 2013, the Hall County Airport Authority Board approved a resolution authorizing a recommendation to the Department of Transportation to allow American Airlines to provide thirteen (13) weekly round trip nonstop flights to Dallas/Fort Worth International Airport in Dallas/Fort Worth, Texas; and

WHEREAS, the recommendation would serve more passengers in central Nebraska, and would be the best use of federal Essential Air Service subsidies, and

WHEREAS, the City of Grand Island supports the efforts to increase affordable, convenient options for air travel for central Nebraska; and

WHEREAS, increased air traffic to serve central Nebraska would be a valuable asset to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor and City Council of the City of Grand Island hereby pledge their full support, endorsement, and cooperation with the efforts of the Hall County Airport Authority in submitting a recommendation to the Department of Transportation seeking Essential Air Service improvement funding to allow American Airlines to provide thirteen (13) weekly round trip nonstop flights to Dallas/Fort Worth International Airport in Dallas/Fort Worth, Texas.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to send a letter to the Department of Transportation expressing support of such proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item I2

#2013-88 - Approving Final Plat and Subdivision Agreement for Summerfield Estates 8th Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 26, 2013

Subject: Summerfield Estates 8th Subdivision - Final Plat

Item #'s: I-2

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

Background

This property is located west of US Hwy 281 and south of State Street in the City of Grand Island, in Hall County, Nebraska. Consisting of (27 Lots) and 12.22 acres.

Discussion

The revised plat for Summerfield Estates 8th Subdivision Final Plat was considered by the Regional Planning Commission at the March 6, 2013 meeting.

A motion was made by Ruge to approve the plat as presented with the proposed drainage changes that have been made and seconded by Amick. O'Neill added to the findings of fact with the install of the new drainage systems they are decreasing the amount of drainage that will flow into this area and this should have a positive impact on the drainage issue in this area.

A roll call vote was taken and the motion passed with 9 members present and 8 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Haskins, and Snodgrass) and one voting against (Eriksen).

Alternatives

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

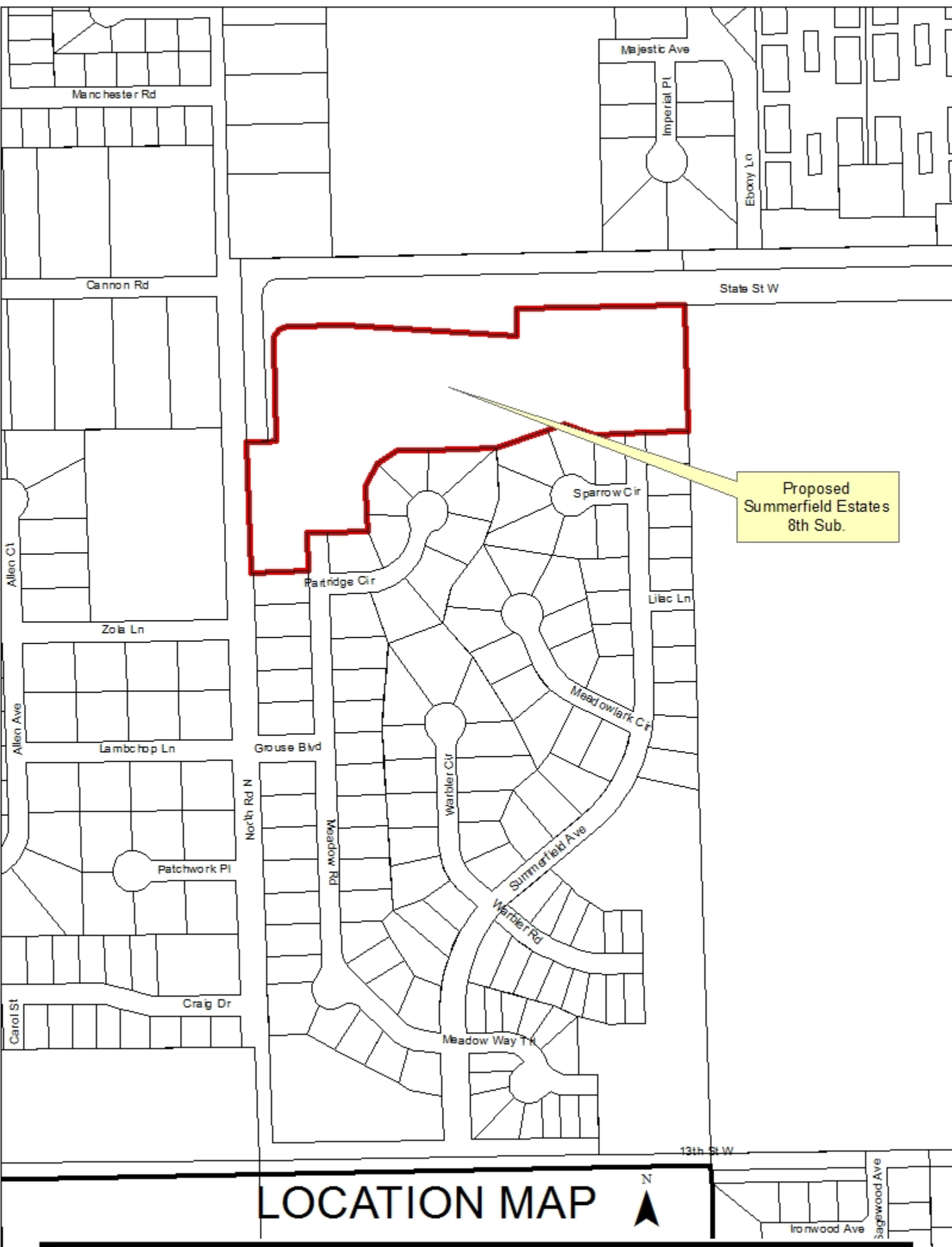
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Little B's Corporation
Developer/Owner

Little B's Corporation
4444 W 13th St
Grand Island NE 68803

To create 27 lots located west of US Hwy 281 and south of State Street in the City of Grand Island, in Hall County, Nebraska.

Size: 12.22 acres

Zoning: R1 – Suburban Residential Zone

Road Access: City Roads

Water Public: City water will be available as extension will be required with this subdivision

Sewer Public: City sewer is available.



Agenda Item #6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING

COMMISSION:

March 6, 2013

SUBJECT: *Summerfield 8th Subdivision*

PROPOSAL: To subdivide 12.22 acres of property located west of US Hwy 281 and south of State Street, in the City of Grand Island. This will create an additional 27 residential lots at the north end of the subdivision and provide street access to the subdivision from State Street in conformance with the approved preliminary plat for the subdivision.

OVERVIEW:

This item was considered for approval at the February 6th Planning Commission Meeting. It was tabled due to concerns regarding the drainage within the built out portions of the subdivision. Summerfield 8th Subdivision is the next phase of and the furthest downstream portion of the drainage that is in place for the Summerfield subdivision. This entire subdivision was designed to drain to the back of the lots in the center of the subdivision and across the back of those lots into Moore's Creek Drainway. A concrete flume was placed at the back of the lots to carry water to a 36 inch culvert located at the northern end of the subdivision that drains into the Moore's Creek Drainway just south of State Street. The south side of the 8th subdivision is just at the southern end of that culvert.

The concrete flume to the south of the culvert and the yards where the drainage easement has been placed frequently hold water even in dry times due to water runoff from sprinklers, subsurface drainage systems in the houses within the subdivision, and backwater from Moore's Creek. This runoff does create a nuisance condition behind these houses. A plan was developed that would have resulted in extending a culvert south along the concrete flume several hundred feet covered with dirt. This covered storm sewer system would have served to hide the nuisance water in a manner consistent with the storm sewer systems across the city of Grand Island. Water held within the system is the normal course of events. In this case that water is visible as the system is not buried. A drainage district was proposed to pay for the costs involved with burying this system at the February 26, 2013 Grand Island City Council meeting. After extensive testimony and discussing the Grand Island City Council chose not to create the drainage assessment district in accordance with the wishes of some of the home owners. Home owners backing onto the concrete flume testified both against and for the proposed solution.

The Moore's Creek Drainway was designed to carry storm water but is also carrying both runoff from sprinklers and subsurface drainage systems throughout northwest Grand Island. This subdivision contributes storm drainage as planned for with the Northwest Drainage Study. The performance of the Moore's Creek Drainway has been poor because of the lack of maintenance due to constantly having water in the ditch because of subsurface drainage systems. During the drought last year the Grand Island Streets department was able to get into the ditches and perform maintenance, in many

cases for the first time since the system was built. These improvements should increase both the ability of the system to move water to Eagle Scout Lake and the capacity of the system to hold water. These improvements may have a positive impact on the drainage in the built out portions of Summerfield Estates.

Summerfield 8th Drainage

Summerfield 8th Subdivision is at the very end of the Summerfield drainage area, just before it connects to the Moore's Creek Drainway. There is not adequate elevation at this location to create additional water storage that could flow into the Moore's Creek Drainway. The developer is proposing to modify the inlets and drainage for the Summerfield 8th Subdivision in a manner that will minimize the drainage from and impact this phase of the development on the water that collects in that concrete flume and the existing drainage easement across other lots in the subdivision. Instead of draining the curb inlets from this phase of the development into the existing 36 inch culvert as originally planned the engineers have proposed draining those inlets to a new pipe that would be installed as shown on the attached exhibit through the head wall of the concrete outlet directly into the Moore's Creek Drainway. Area storm inlets are also proposed on Meadow Road where it begins to curve to the east that will drain directly to the Moore's Creek Drainway where it crosses North Road.

This subdivision and the property here cannot be used to solve the ongoing issues with nuisance water along the back of properties to the north. The developer is proposing a plan that would minimize the impact this subdivision has on the existing drainage by taking water from this phase of the development directly to the Moore's Creek Drainway rather than into the existing culvert that could impact the water in the concrete flume.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council approval of Summerfield 8th Subdivision as proposed with the additional culverts that drain directly into the Moore's Creek Drainway and minimize the impact of this phase of the development on the existing conditions to the south.

_____ Chad Nabity AICP, Planning Director

January 25, 2013

Dear Members of the Board:

RE: Final Plat – Summerfield Estates 8th Subdivision – Final Plat

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted final plat of Summerfield Estates 8th Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 27 lots, on a tract of land consisting of part of the West Half of the Southwest Quarter (W1/2, SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10), in the City of Grand Island, Hall County, Nebraska, and said tract containing 12.22 acres.

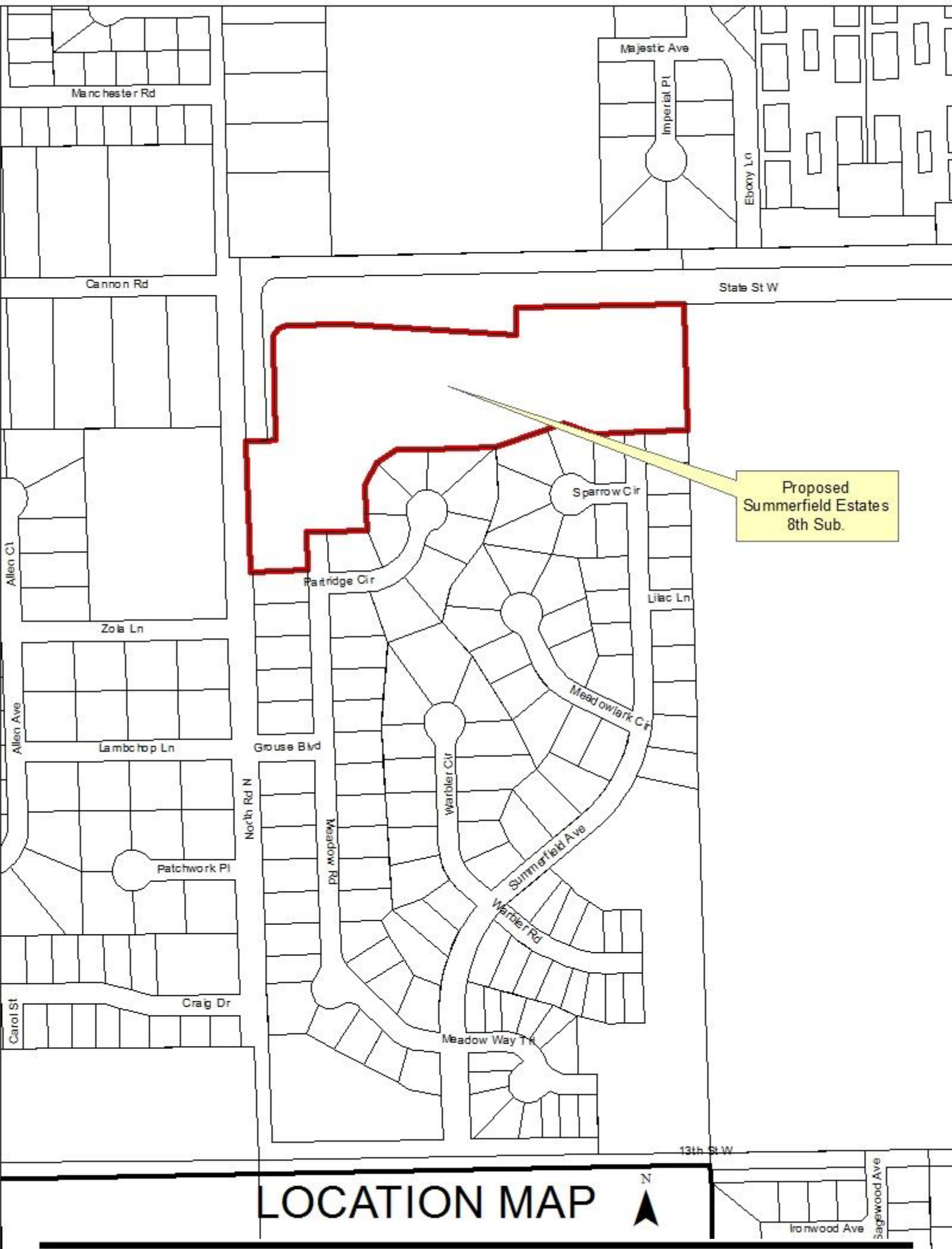
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on February 6, 2013 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Olsson Associates

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.



RESOLUTION 2013-88

WHEREAS, Little B's Corporation, A Nebraska Corp., being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "SUMMERFIELD ESTATES 8TH SUBDIVISION", to be laid out into 27 lots, a tract of land consisting of part of the West Half of the Southwest Quarter (W1/2, SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of SUMMERFIELD ESTATES 8TH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item I3

**#2013-89 - Approving Preliminary Plat and Final Plat and
Subdivision Agreement for Summerfield Estates 9th Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 26, 2013

Subject: Summerfield Estates 9th Subdivision – Revised Preliminary & Final Plat

Item #'s: I-3

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

Background

This property is located west of US Hwy 281 and south of State Street, in the City of Grand Island, in Hall County, Nebraska, changes to the proposed lot and street layout in the southeast part of the subdivision, in the City of Grand Island, in Hall County, Nebraska. Consisting of (5 Lots) and 2.75 acres.

Discussion

The revised plat for Summerfield Estates 9th Final Plat was considered by the Regional Planning Commission at the February 6, 2013 meeting.

A motion was made by Bredthauer and seconded by Ruge to approve the plat as presented.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (McCarty, O'Neill, Ruge, Hayes, Amick, Haskins, Snodgrass and Bredthauer) and no one voting against.

Alternatives

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

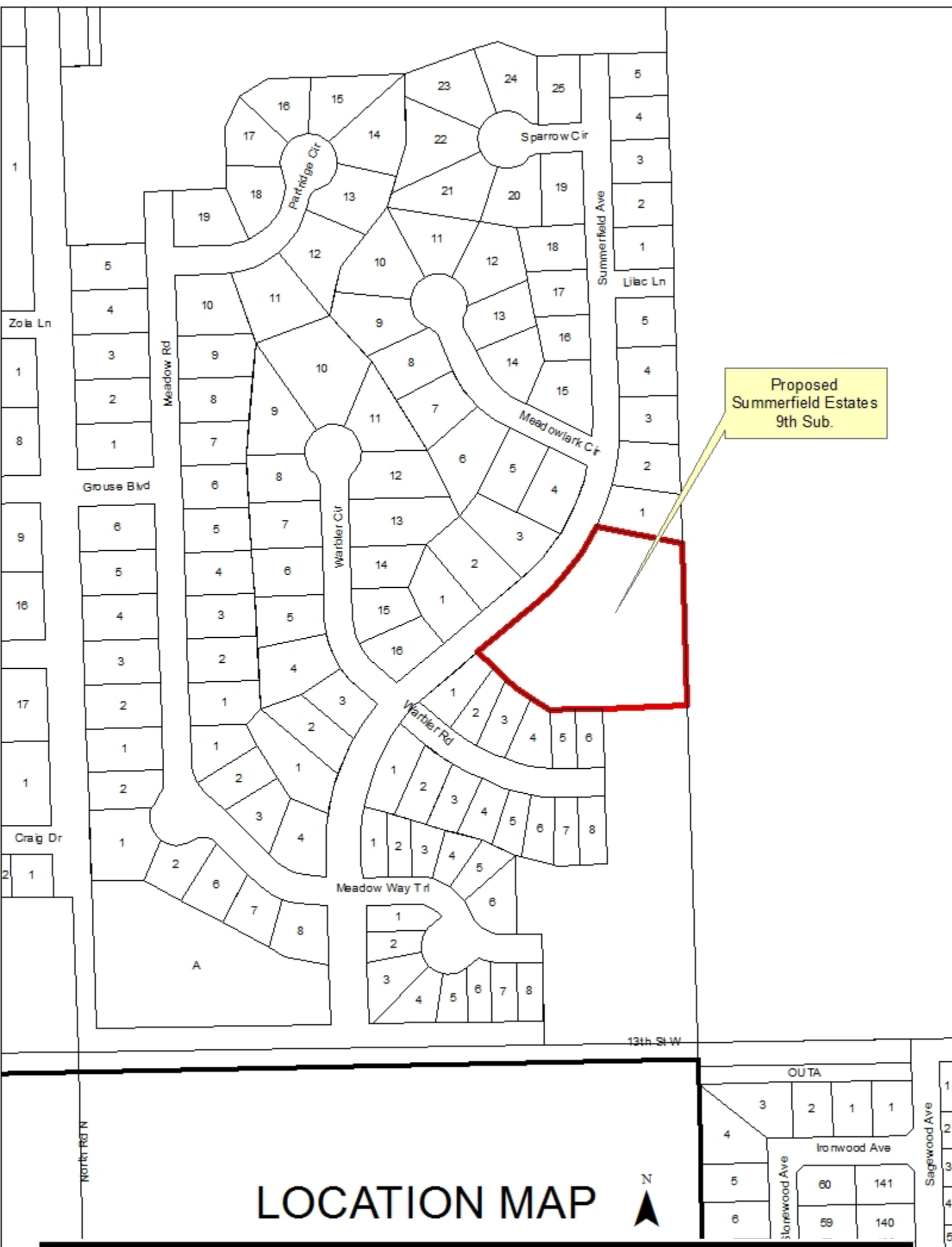
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Little B's Corporation
Developer/Owner

Little B's Corporation
4444 W 13th St
Grand Island NE 68803

To create 27 lots located west of US Hwy 281 and south of State Street in the City of Grand Island, in Hall County, Nebraska.

Size: 12.22 acres

Zoning: R1 – Suburban Residential Zone

Road Access: City Roads

Water Public: City water will be available as extension will be required with this subdivision

Sewer Public: City sewer is available.



January 25, 2013

Dear Members of the Board:

RE: Final Plat – Summerfield Estates 9th Subdivision – Revised Preliminary Plat & Final Plat

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted revised preliminary plat & final plat of Summerfield Estates 9th Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 27 lots, on a tract of land consisting of part of the West Half of the Southwest Quarter (W1/2, SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10), in the City of Grand Island, Hall County, Nebraska, and said tract containing 12.22 acres.

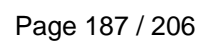
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on February 6, 2013 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Olsson Associates

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.



RESOLUTION 2013-89

WHEREAS, Little B's Corporation, A Nebraska Corp., being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "SUMMERFIELD ESTATES 9TH SUBDIVISION", to be laid out into 5 lots, a tract of land consisting of part of the West Half of the Southwest Quarter (W1/2, SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of SUMMERFIELD ESTATES 9TH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item I4

#2013-90 - Consideration of Approving Legislative Assistance

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: March 26, 2013

Subject: Legislative Assistance

Item #'s: I-4

Presenter(s): Mary Lou Brown, City Administrator

Background

The Greater Nebraska Cities (GNC) is considering a proposal from O'Hara, Lindsay & Associates for legislative lobbying services. Grand Island, along with Hastings, Kearney, Holdrege, Lexington and North Platte, make up the GNC. Four of the communities are in support of moving ahead with the proposal; Grand Island and North Platte are in the review stage.

Collectively, the GNC wants to do a better job with the legislative process and feels this proposal is a viable solution. Without a dedicated presence during the legislative session, we are not able to fully impact bills as they are presented, amended and debated.

The League of Nebraska Municipalities currently provides lobbying support for all Nebraska municipalities. Because they represent all municipalities, there are times its position is different from the one we would advocate.

Discussion

The proposal from O'Hara, Lindsay & Associates includes a three phase approach. As a member of the GNC, Grand Island's portion of the retainer is \$12,000. The total cost to the GNC is \$36,000 and it is distributed to the six cities on the basis of population.

Individual city representation is also available. O'Hara, Lindsay & Associates may be hired at a negotiated rate which will be capped at \$20,000 for Grand Island.

Acceptance of the proposal will insure the GNC has dedicated and experienced professionals with existing relationships to help represent our interests.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Grand Island's participation in the O'Hara, Lindsay & Associates retainer with the GNC at the \$12,000 level.

Sample Motion

Move to approve Grand Island's participation in the O'Hara, Lindsay & Associates retainer with the GNC at the \$12,000 level.



Proposal for Greater Nebraska Cities February 27, 2013

After meeting with representatives of the member cities of the Greater Nebraska Cities, we put together the following proposal for your review. This proposal brings together your concerns, thoughts and ideas about the legislative process and the outcomes the GNC would like to achieve in the future. As we do with all of our clients, our goal is to work with the GNC to create a seamless communication process where your goals are met in a timely manner.

We look forward to working with you in the future and invite any additional thoughts or questions about this process.

Sincerely,

John C. Lindsay
President
O'Hara Lindsay Government Affairs

About the Firm

“Educating our clients about government.

Educating government about our clients.”

Founded by Paul O'Hara in 1978, O'Hara, Lindsay Government Relations is one of Nebraska's oldest and largest lobbying firms. Over the last 35 years, the firm has grown to become a leader in its field. We have gained a reputation for effectively advocating for our clients and getting results.

In addition to effectively advocating for our clients, we pride ourselves on creating a seamless communication process. The Nebraska Legislature moves at a fast pace and we have many tools in place to ensure timely communication as issues develop. Each of our lobbyists read every bill that is introduced during a legislative session and provides a synopsis of each bill pertinent to our

clients. We have a sophisticated, state-of-the-art computer system that tracks each bill in which a client has an interest and any activity associated with that bill. An email with this bill information is provided every Friday with updates on the progress of the bills identified as important.

At O'Hara, Lindsay Government Relations we understand that each client is unique. For that reason, we work with clients on a variety of different issues in the manner most effective for the client and their issues. We are committed to a high level of client service and adherence to ethical principles. We have developed and maintained strong and trusting relationships with legislators, state agencies, staff, and clients.

Who we are

“Politics is not an end, but a means. It is not a product, but a process. It is the art of government.”

- President Calvin Coolidge

John Lindsay, President/Lobbyist

- Nebraska state senator (1989-1997)
- Chair, Judiciary Committee (1993-97)
- Vice-Chair, Executive Board (1991-1993)
- Member of the following committees: Rules; Banking, Commerce & Insurance; Government, Military & Veterans Affairs; Business & Labor; Agriculture; Reference; and the Committee on Committees
- Born Omaha, Nebraska
- Creighton University (B.A., J.D., *cum laude*)
- Law clerk, Nebraska Supreme Court
- Private law practice (1985-1997)
- Wife, Mary Beth; four children

Contact John at jlindsay@oharalindsay.com

Don Wesely, Lobbyist

- Mayor, City of Lincoln (1999-2003)
- Nebraska state senator (1978-1998)
- Chair, Health & Human Services Committee (1985-1998)
- Chair, Rules Committee (1981-1982)
- Chair, Retirement Committee (1983-1984)
- Chair, Economic Development Committee (1986-1987)
- Held leadership positions in National Conference of State Legislatures
- Born David City, Nebraska
- University of Nebraska-Lincoln (B.A.)
- Three children

Contact Don at dwesely@oharalindsay.com

Rochelle Mallett, Lobbyist

- Legislative Aide, Senator Deb Fischer, now United States Senator (2009-2012)
- Legislative Aide, Senator Mike Flood (2005-2007)
- Born Omaha, Nebraska
- Nebraska Wesleyan University (B.S.)
- University of Wisconsin-Madison, LaFollette School of Public Affairs (M.P.A)
- Account Manager, Talent Plus (2007-2009)
- Husband, Phil Romberg; two children

Contact Rochelle at rmallett@oharalindsay.com

Lynn Meinke, Office Manager

- Joined the firm in 1997
- Distributes client legislative reports, billing, accounting, and vendor contacts
- Husband, Gary; three children

Claire Elser, Administrative Assistant

- Joined the firm in 2011
- Responsible for event organization and client and association communication
- University of Nebraska-Lincoln (B.A.)
- Husband, Stefan

What we do

“The lobby is where business intersects with politics.”

- Legislative Lobbying

In order to impact the legislative process, you must be heard. We help develop your legislative strategy and message. We assist in creating committee testimony and in identifying the appropriate person to deliver the testimony. We meet with senators and staff to make sure that your concerns are understood.

Every lobbyist in the firm reads every bill and amendments so clients are never surprised. We monitor and track all bills and amendments which may be of interest to you. Our state-of-the-art computer system allows complete and timely reports to you.

Our job is to be our client's eyes and ears in the Capitol, a constant presence to ensure our clients are never surprised by legislative developments. Additionally, we provide timely communication so our clients are always involved in the solution.

- Executive Branch Lobbying

We also provide a wide range of executive branch actions. We can assist with agency rules and regulations, economic development efforts, agency procurement, creating public-private partnerships and understanding the budget process. We help make certain that the executive branch understands the impact government is having on your organization.

- Required Reporting

State law requires that various reports reflecting lobbying activity and political contributions be filed with the appropriate government entity. We prepare your forms and remind you to file them so that filings are made on a timely basis.

Who we represent

“Politics is the art of the possible.”

- Otto von Bismarck

O’Hara, Lindsay Government Relations is one of Nebraska’s oldest and largest lobbying firms. The company was founded in 1978 and represents a diverse clientele with interests in banking, education, energy, health care, insurance, law, manufacturing, telecommunications and information technology.

Current clients include:

Energy

SourceGas Distribution, LLC (1979)
Omaha Public Power District (1979)
Black Hills Energy (1997)
Northern Natural Gas (2012)

Arts & Humanities

Nebraska Humanities Council (1987)

Housing

Nebraska Association of Housing and
Redevelopment Officials (2002)

Law

Nebraska Association of Trial Attorneys (1980)
Nebraska County Judges Association (1996)
Nebraskans Against the Death Penalty (2007)
Nebraskans for Rate Equity (2011)

Technology & Information Systems

Experian Automotive (2013)
GeoSolutions (2008)
Motorola (2003)
Nebraska Rural Broadband Coalition (2011)
Teradata (2011)

Manufacturing & Business

Nebraska Beverage Association (1979)
Nucor Steel (1983)
Alter Trading Corporation (2008)
Alliance of Automobile Manufacturers (1999)
NE Assoc. of Center Pivot Manufacturers (2006)
NE American Institute of Architects (2007)
Vandelay Investments (2012)

Education

Omaha Public Schools (2003)

Government

City of Lincoln (2006)
City of Hastings (2004)
Winnebago Tribe of Nebraska (1993)

Health Care & Insurance

Blue Cross & Blue Shield of Nebraska (1989)
Nebraska Association of Independent
Ambulatory Centers (1999)
Nebraska Nurses Association (2010)

Banking

First National Bank of Omaha (1980)

Strategy for Success

Phase One: Identify Immediate Needs	
Schedule quarterly meeting	One Week from beginning of contract
Determine priorities	One Week
Based on GNC priorities, O'Hara Lindsay will provide immediate recommended course of action.	One Week and on-going
Phase Two: Prepare for the Future	
<p>Annual Legislative Meeting Day One Proposed Schedule:</p> <ul style="list-style-type: none"> • O'Hara Lindsay will provide education on the Legislature including, but not limited to, overview of the Legislative process, committee chairs and membership, important issues for the coming session, insight on candidates and elections. • GNC membership will provide overview, background and direction on key issues for the upcoming session. • In collaboration, O'Hara Lindsay and GNC will develop a legislative session strategy and action plan. <p>Day Two Proposed Schedule:</p> <ul style="list-style-type: none"> • Meet with the GNC state senator delegation to educate them about GNC's priorities for the legislative session and learn about their key issues. • After receiving feedback from the delegation, refine the GNC session strategy and action plan 	Fall 2013 and on-going every fall
Phase Three: Ongoing Implementation	
O'Hara Lindsay will provide weekly legislative reports on bills identified by GNC. This report will contain those bills identified as important at the fall meeting, but will also include bills O'Hara Lindsay has read and identified as key to GNC. A sample of this report is attached	Every Friday during the Legislative session
O'Hara Lindsay will develop a structure to regularly update the GNC delegation and their staff about developments on issues.	On-going
O'Hara Lindsay encourages phone calls, phone conferences, emails and meetings as needed throughout the year to discuss concerns, developments or any other issues.	On-going

Regular meetings <ul style="list-style-type: none"> Fall Legislative meeting Annual end of session meeting to review the previous legislative session and set any priorities for the interim, including monitoring and attending interim studies. 	Fall/Spring
---	-------------

Greater Nebraska Cities Retainer Structure

O'Hara Lindsay proposes the following retainer structure based on membership cities population:

City	Contribution
Grand Island	\$12,000
Kearney	\$7,000
Hastings	\$5,000
North Platte	\$5,000
Lexington	\$4,000
Holdrege	\$3,000
Total	\$36,000

Individual City Representation

O'Hara Lindsay may be retained by individual cities to represent them on issues in which the GNC chooses not to engage. The minimum rate for retaining O'Hara Lindsay's services is currently \$24,000 per year. O'Hara Lindsay will lower the standard rate for members of the GNC. Any member city may hire O'Hara Lindsay at a negotiated rate, which shall be capped at the following levels:

City	Capped Rate
Grand Island	\$20,000
Kearney	\$18,000
Hastings	\$18,000
North Platte	\$18,000
Lexington	\$10,000
Holdrege	\$10,000

Conclusion

We are excited about the opportunity to work with the Greater Nebraska Cities and its members. We believe our experience, especially in municipal issues, would be beneficial to GNC. Should you need further information, please feel free to contact any of us.

O'Hara, Lindsay Government Relations

1320 K Street • Lincoln, NE 68508 • (402) 474-6200 • Fax: (402) 474-6206 • www.oharalindsay.com

RESOLUTION 2013-90

WHEREAS, the City of Grand Island is a member of the Greater Nebraska Cities (GNC); and

WHEREAS, the GNC would like to retain O'Hara, Lindsay & Associates for legislative assistance; and

WHEREAS, the City of Grand Island's portion of the retainer fee is \$12,000 on an annual basis; and

WHEREAS, the City of Grand Island supports the GNC's desire to retain legislative assistance;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Grand Island's participation in the O'Hara, Lindsay & Associates retainer with the GNC at the \$12,000 level is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form _____
City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item I5

**#2013-91 - Consideration of Approving Bonding for the Platte
Generating Station Mercury Air Toxic Standards - Air Quality
Control System**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: March 26, 2013

Subject: Declaration of Intent to Issue Bonds for Platte Generating Station for the Mercury Air Toxic Standards, Air Quality Control System Project

Item #'s: I-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of March, 2015, although an additional one year for compliance may be granted by individual states.

To achieve long-term compliance for MATS, it was anticipated that the Department would need to install a fabric filter, carbon injection system, and, depending on the amount of reduction needed, either a dry sorbent injection or a dry scrubber at Platte Generating Station, along with associated by-product removal systems and disposal sites, in the next three to four years. It was estimated that these modifications would cost the utility approximately \$35 million and take 3 to 5 years for financing, design, and construction. Although this equipment will also result in additional operating costs that may affect rates, the City proceeded with refinancing of current electric bonds to reduce rate impacts due to debt service of capital expenditures. Current plans are to complete this installation during the last quarter of 2014 to coincide with a scheduled plant maintenance outage, with system startup and testing to continue into the first quarter of 2015. This will provide a margin for the implementation of the system and minimize plant downtime.

For large capital improvement projects of this type, the Department has traditionally used the Design-Build approach with multiple contracts, where proposals are solicited for a consulting engineer, who then proceeds with detailed design and developing specifications for bids to acquire equipment and contractors to complete the project. This type of approach can achieve more control of the details of the project, but can also take more time to complete and final project costs are not known until the final contract is

awarded. A project approach being used more by utilities for capital projects is the Engineer-Procure-Construct (EPC) method. Specifications are developed emphasizing final system performance and operating parameters instead of technical features, and consortiums of engineers, suppliers, and construction contractors then team together to provide bids for a total system package. The project is awarded to the lowest compliant bid, normally with provisions of penalties for not meeting guarantees or incentives for exceeding requirements. The EPC approach is recommended by the Department for the air emission control equipment project as we do not have a preference for the various air emission control technologies, and this method will allow for the market to determine the most cost effective and timely implementation. Project costs will also be known early and enable financing methods to be determined to minimize rate impacts to customers.

Utilities and other entities performing EPC projects normally retain the services of an Owner's Engineer to develop the EPC specifications and provide third party project administrative functions. On March 26, 2012, Kiewit Power Engineers was awarded the contract for providing engineering services for this project. The services for the Owner's Engineer included the following.

- A high level determination of emission reduction limits and system components.
- Preparation of specifications for bids.
- Evaluation of bids.
- Financial analysis and preparation of pro-formas for bond underwriters.
- Assistance in air emission permitting with EPA and NDEQ.
- Final system testing and determination of compliance with contract conditions.

In June, 2012, Kiewit completed a technical and economic evaluation of the two most recognized processes suitable for use at Platte to achieve the MATS requirements, dry sorbent injection (DSI) and a dry scrubber system. DSI processes are relatively new to the electric utility industry and can provide a low capital cost solution to applications requiring lower emission reduction rates. Dry scrubber systems are the current industry standard for power plants to meet sulfur dioxide emission standards and have been in use for over 20 years. Based on estimated capital and 20-year operating and maintenance costs, the processes were evaluated to have similar life cycle costs. With a similar life cycle cost, however, the potential for meeting future potential emission standards and the established history of dry scrubber systems resulted in a recommendation of a dry scrubber system for Platte. Department staff concurred with this recommendation and directed Kiewit to proceed with detailed specifications to be issued for bid.

In order to provide a cost-effective solution to meet the MATS requirements, the specifications were drafted on a performance basis. A performance basis specification identifies the current conditions and the required end result, but not the specific method, which allows the various emission control industry engineers, suppliers, and contractors latitude to bid their best solution for our application. Included in the specification was a spreadsheet that would be used to evaluate the low bidder that included the factors used in the calculation of project capital financing and annual operating and maintenance costs for use by the vendors in determining their best solution for the lowest overall project

cost. These specifications were issued for bid in accordance with City purchasing procedures. On November 2, 2012, the following bids for the MATS Retrofit compliance were received and on January 23, 2013, Council approved the award of the MATS Compliance Retrofit Project to AMEC for \$41,189,331.

Discussion

As previously proposed to Council, the capital cost of approximately \$41.2 million for this project will be funded by bonding. In light of previously enacted federal environmental regulations, court-imposed stays or reversals are possible with the MATS rule, therefore, to allow more insight as to any litigation that may be pursued by interest groups, the recommendation by the Department is that initial costs for this contract be funded using electric system cash reserves until a level is reached that begins to impact reserve minimum levels, probably by the third or fourth quarter of 2013. Until the bonding is in place, our bond underwriter, Ameritas, has advised that the City should declare their intention to use bond revenue to fund the capital improvements for the project. This will allow bond proceeds to be use for costs of the project prior to the bonds being issued and the funds are received. The declaration of intent to issue bonds includes the \$41.2 million for the capital cost of the project plus estimated bond issuance costs.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the declaration of intent to issue bonds to reimburse expenses resulting from the procurement and installation of a Mercury Air Toxic Standards - Air Quality Control System Project.

Sample Motion

Move to approve the declaration of intent to issue bonds to reimburse expenses resulting from the procurement and installation of a Mercury Air Toxic Standards - Air Quality Control System Project.

RESOLUTION 2013-91

WHEREAS; the Mayor and Council of the City of Grand Island hereby find and determine that it is necessary and appropriate to declare their official intent to issue tax-exempt bonds on behalf of the City, and in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such bonds as proposed to be issued by the City in connection with the proposed project as described below.

WHEREAS; this Resolution shall stand as a statement of the City's official intent under Regulation Section 1.150-2 of the regulations of the United States Treasury and for such purpose the following information is hereby given:

1. A general functional description of the project for which expenditures may be made and reimbursement from bond proceeds provided is as follows:

The procurement and installation of the Mercury Air Toxic Standards – Air Quality Control System Project.

2. The maximum principal amount of debt expected to be issued for such project is \$47 million dollars.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the declaration of intent to issue bonds to reimburse expenses resulting from the procurement and installation of the Mercury Air Toxic Standards – Air Quality Control System Project is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item J1

Approving Payment of Claims for the Period of March 13, 2013 through March 26, 2013

The Claims for the period of March 13, 2013 through March 26, 2013 for a total amount of \$4,896,200.97. A MOTION is in order.

Staff Contact: Jaye Monter



City of Grand Island

Tuesday, March 26, 2013

Council Session

Item X1

Strategy Session with Respect to FOP Negotiations and Threatened Litigation

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert Sivick