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# City of Grand Island



**Tuesday, June 11, 2013**  
**Council Session Packet**

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**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**

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**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.

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**Invocation - Pastor Scott Friesen, Berean Bible Church, 4116 West Capital Avenue**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **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, June 11, 2013

## Council Session

### Item C-1

#### **Recognition of Lincoln Highway – Grand Island Seedling Mile to the National Register of Historic Places**

*The following summary paragraph was submitted in the application to the National Register of Historic Places for the Lincoln Highway - Grand Island Seedling Mile:*

*"The Lincoln Highway was envisioned to be a paved, toll free cross-country highway. Organized by the Lincoln Highway Association, which was founded in 1913, supporters propelled the highway into national significance as the nation's first transcontinental automobile route. In one of its earliest and most enthusiastic promotional devices, the Lincoln Highway Association conceived the "Seedling Mile" program just one year following the organization and routing of the Lincoln Highway. The Seedling Mile program demonstrated the value of improved roads, not only to area motorists but also to those traversing the highway long distance. The roadway represents a single event - the construction of Nebraska's first Seedling Mile - and a pattern of events - the Lincoln Highway Association's promotional scheme to demonstrate the value of improved roads. It was also an early "object lesson" in the use of concrete as a permanent, all-weather road surface. The Grand Island section of Seedling Mile, constructed in 1915, was the first of only three that were approved and built in the state. No other example of a Seedling Mile is known to be extant in any of the five states that built Seedling Miles."*

*On April 24, 2013 the Lincoln Highway - Grand Island Seedling Mile was officially listed on the National Register of Historic Places through the United States Department of the Interior, National Park Service. Mayor Vavricek will present the Hall County Historical Society with a certificate denoting this honor.*

Staff Contact: Mayor Jay Vavricek

*The Nebraska State Historical Society  
and the  
United States Department of the Interior,  
National Park Service*

*certify that the*

*Lincoln Highway—Grand Island Seedling Aile  
is listed in the  
National Register of Historic Places*



*April 24, 2013*

*Date listed*

*Michael J. Smith*  
*State Historic Preservation Officer*





# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item C-2

### **Presentation of Police Department Citizen Medal of Honor Award to Brian Rasmussen**

*On Monday evening May 6th at approximately 9:50 pm, a traffic collision occurred at the intersection of 3rd & Broadwell. GIPD officers responded and found one of the vehicles, a passenger van, laying on its side with the occupants still inside the van. The front seat passenger was seriously injured with her arm pinned under the vehicle. The driver was still seat belted in her seat as was a small child seat belted in a car seat in the back of the van.*

*A witness, Brian Rasmussen of Grand Island stopped and assisted Officer David Caldwell and Officer Brandon Kirkley (see attached letter).*

*Officers Caldwell and Kirkley are also going to be awarded a Distinguished Service Medal for their actions during this hectic event.*

Staff Contact: Steve Lamken

May 29, 2013

Brian Rasmussen  
4952 Ft. Kearney Road  
Grand Island, NE 68801

Dear Mr. Rasmussen:

The Grand Island Police Department is recognizing the actions of Brian Rasmussen on the evening of May 6, 2013. A serious injury accident occurred at the intersection of 3<sup>rd</sup> and Broadwell Ave. at approximately 9:50 p.m. One of the involved vehicles, a van turned over on its side and the occupants were unable to exit the vehicle. Brian Rasmussen entered the van through a window and was able to release a one year old child, who was hanging sideways in a car seat. Brian took the child from the van to a safe location with the assistance of other people.

Brian then returned to the van and climbed back on the top which was the driver's side of the vehicle. He began to support the driver who was hanging sideways in the van being held by her seatbelt. The driver was hanging above a seriously injured passenger who was in the front passenger seat. After Officer Caldwell relieved Brian from his position, Brian continued to assist by talking to the two trapped victims calming them. Brian also helped Officer Caldwell by holding the driver's door off of Caldwell's body as he supported the driver while firefighters and paramedics extracted the passenger of the vehicle. Brian did all of this without hesitation or regard for his safety.

The well being of Grand Island rests with the commitment of the citizens of our community. Brian's quick actions and willingness to assist officers during this incident goes well beyond expectations. Based upon the recommendations of the officers at the scene, the Grand Island Police Department hereby awards Brian Rasmussen the 'Citizen Medal of Honor' for his heroic actions. We congratulate and honor Brian.

Sincerely,

Steven Lamken  
Police Chief



# **City of Grand Island**

**Tuesday, June 11, 2013**

**Council Session**

## **Item E-1**

**Public Hearing on Acquisition of Two Utility Easements - between  
2nd & 3rd Streets, and Broadwell & Harrison Streets - CVS  
Pharmacy**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** June 11, 2013

**Subject:** Acquisition of Utility Easements – Between 2<sup>nd</sup> & 3<sup>rd</sup> Streets and between Broadwell Avenue & Harrison Street – CVS Pharmacy

**Item #'s:** E-1, G-2 & G-3

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire two easements relative to the property of CVS Pharmacy located between 2<sup>nd</sup> & 3<sup>rd</sup> Streets and Broadwell Avenue and Harrison Streets, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines, transformers, water lines and fire hydrants.

## **Discussion**

The 11' wide easement along Broadwell Avenue on the east side of the CVS property (#1) will be used to place a public water line and fire hydrant to provide protection for the new building.

The 15' wide easement along Harrison and the west side of the CVS property (#2) will be used to place underground conduit, high voltage cable and a pad-mounted transformer to provide electrical service to the new building.

## **Alternatives**

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

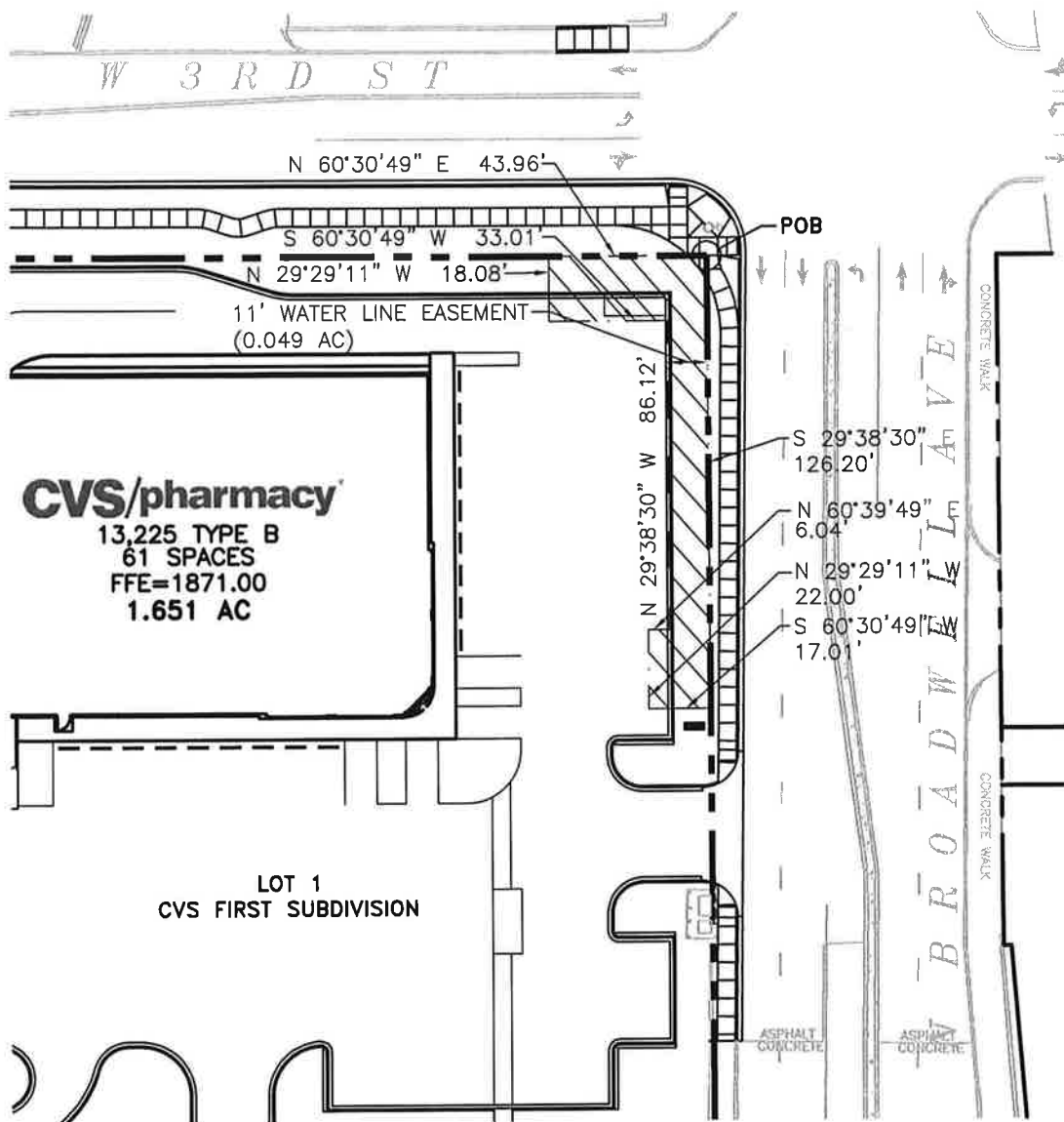
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the resolutions for the acquisition of the easements for one dollar (\$1.00) each, total two dollars (\$2.00).

## **Sample Motion**

Move to approve acquisition of the two Utility Easements for CVS Pharmacy.

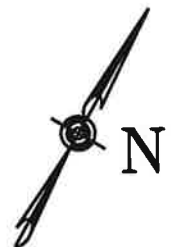


#### DESCRIPTION OF WATER LINE EASEMENT - 0.049 ACRES

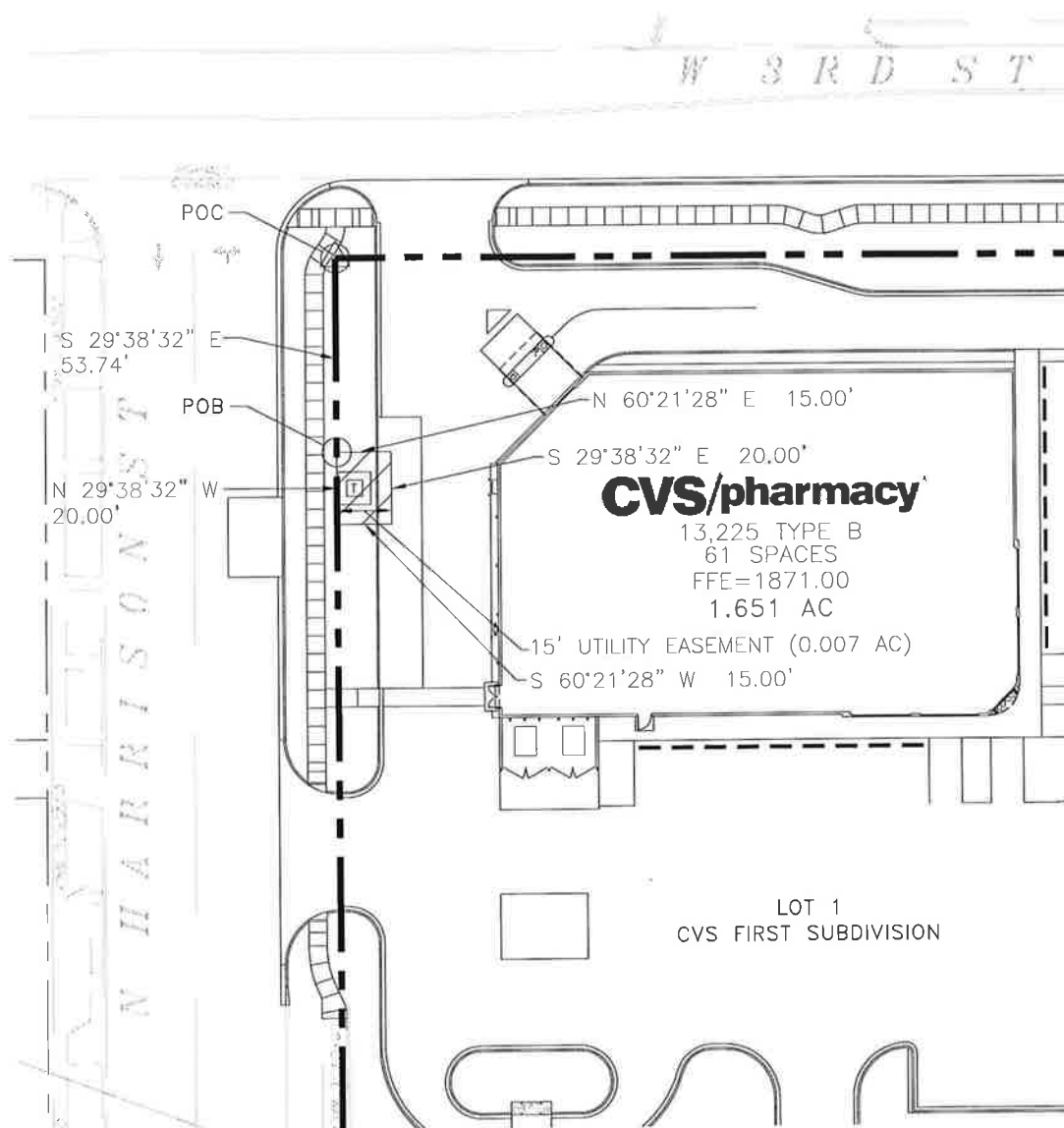
FROM THE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LOT 1 OF CVS FIRST SUBDIVISION LOCATED ALONG THE SOUTH RIGHT-OF-WAY LINE OF W 3RD ST AND THE WEST RIGHT-OF-WAY LINE OF N BROADWELL AVE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF N BROADWELL AVE ALSO BEING THE EAST LINE OF SAID LOT 1 S 29°38'30" E, A DISTANCE OF 126.20'; THENCE LEAVING SAID EAST LINE OF SAID LOT 1 AND SAID WEST RIGHT-OF-WAY LINE OF N BROADWELL AVE S 60°30'49" W, A DISTANCE OF 17.09'; THENCE N 29°29'11" W, A DISTANCE OF 22.00'; THENCE N 60°39'49" E, A DISTANCE OF 6.04'; THENCE N 29°38'30" W, A DISTANCE OF 86.12'; THENCE S 60°30'49" W, A DISTANCE OF 33.02'; THENCE N 29°29'11" W, A DISTANCE OF 18.08' TO A POINT LOCATED ALONG THE NORTH LINE OF SAID LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE OF W 3RD ST; THENCE ALONG SAID NORTH LINE OF SAID LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE OF W 3RD ST N 60°30'49" E, A DISTANCE OF 43.96' TO THE POINT OF BEGINNING. SAID EASEMENT TO CONTAIN 0.049 ACRES OF LAND.

**NWC - US HIGHWAY 30 & N BROADWELL ST**  
**GRAND ISLAND, NEBRASKA**

**WATER LINE EASEMENT EXHIBIT**  
**MARCH 8, 2013**



1"=50'



DESCRIPTION OF UTILITY EASEMENT – 0.007 ACRES

FROM THE POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF LOT 1 OF CVS FIRST SUBDIVISION LOCATED ALONG THE SOUTH RIGHT-OF-WAY LINE OF W 3RD ST AND THE EAST RIGHT-OF-WAY LINE OF N HARRISON ST; THENCE ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF N HARRISON ST RIGHT-OF-WAY LINE S 29°38'32" E, A DISTANCE OF 53.74' TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE OF LOT 1 AND SAID EAST RIGHT-OF-WAY LINE OF N HARRISON ST N 60°21'28" E, A DISTANCE OF 15.00'; THENCE S 29°38'32" E, A DISTANCE OF 20.00'; THENCE S 60°21'28" W, A DISTANCE OF 15.00' TO A POINT LOCATED ON THE WEST LINE OF SAID LOT 1 AND SAID EAST RIGHT-OF-WAY LINE OF N HARRISON ST; THENCE ALONG SAID WEST LINE OF LOT 1 AND SAID EAST RIGHT-OF-WAY LINE OF N HARRISON ST N 29°38'32" W, A DISTANCE OF 20.00' TO THE POINT OF BEGINNING, SAID EASEMENT TO CONTAIN 0.007 ACRES OF LAND.

**NWC - US HIGHWAY 30 & N BROADWELL ST**  
**GRAND ISLAND, NEBRASKA**  
 UTILITY EASEMENT EXHIBIT  
 MARCH 8, 2013



1"=50'



# **City of Grand Island**

**Tuesday, June 11, 2013**

**Council Session**

## **Item E-2**

### **Public Hearing on Acquisition of Public Utility Easement in Summerfield Estates 5th Subdivision (Little B's Corporation)**

**Staff Contact: John Collins, P.E. - Public Works Director**



# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** June 11, 2013

**Subject:** Public Hearing on Acquisition of Public Utility Easement in Summerfield Estates 5<sup>th</sup> Subdivision (Little B's Corporation)

**Item #'s:** E-2 & G-12

**Presenter(s):** John Collins PE, 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 public utility easement is needed in the Summerfield Estates 5<sup>th</sup> Subdivision to accommodate public utilities. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

## **Discussion**

To allow for the accommodation of public utilities it is requested that a five (5) foot utility easement be acquired by the City of Grand Island on the east side of Lot 6, Block 1 in Summerfield Estates 5<sup>th</sup> Subdivision. This new easement will allow for the installation of public utilities for new housing within the area.

## **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**

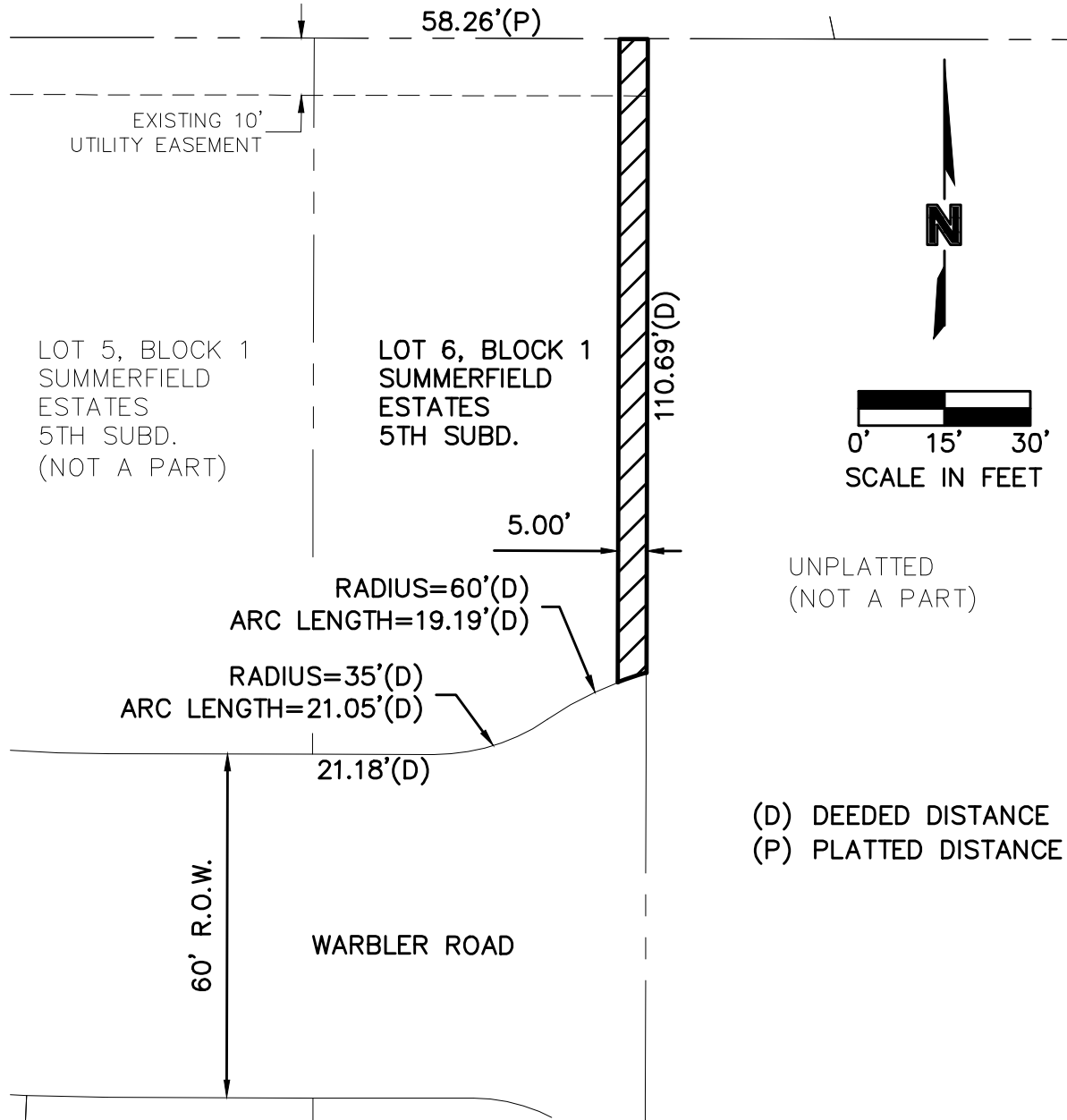
Move to approve the acquisition of the Easement.

# UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOT 6, BLOCK 1

SUMMERFIELD ESTATES 5TH SUBDIVISION



UNPLATTED  
(NOT A PART)

(D) DEEDED DISTANCE  
(P) PLATTED DISTANCE

## LEGAL DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 5.00 FEET OF SAID LOT 6. SAID PERMANENT UTILITY EASEMENT CONTAINS 558 SQUARE FEET MORE OR LESS.

DWG: F:\projects\012-2807\0122807\_Plan\0122807\_5TH EASEMENT.dwg  
DATE: May 28, 2013 1:18pm  
USER: zloomis  
XREFS: 0122807\_ROW

**MOLSSON**  
ASSOCIATES

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752



# **City of Grand Island**

**Tuesday, June 11, 2013**

**Council Session**

## **Item E-3**

### **Public Hearing on Acquisition of Public Right-of-Way in Summerfield Estates 5th Subdivision (Little B's Corporation)**

**Staff Contact: John Collins, P.E. - Public Works Director**

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** June 11, 2013

**Subject:** Public Hearing on Acquisition of Public Right-of-Way in Summerfield Estates 5<sup>th</sup> Subdivision (Little B's Corporation)

**Item #'s:** E-3 & G-13

**Presenter(s):** John Collins PE, 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. The developer of Summerfield Estates 5<sup>th</sup> Subdivision, Little B's Corporation, has offered the dedication of public right-of-way to allow realignment of the east end of Warbler Road to conform to the revised preliminary plat.

## **Discussion**

To allow for development of Lot Six (6), Block One (1) and Lot Eight (8), Block Two (2) of Summerfield Estates 5<sup>th</sup> Subdivision it is requested that a portion of each lot be dedicated to the City as public right-of-way (see attached sketches). This public right-of-way will allow for an adequate radius on the east end of Warbler Road.

Acquisition of a five (5) foot utility easement is also being presented at tonight's council meeting on the east side of Lot 6, Block 1 in Summerfield Estates 5<sup>th</sup> Subdivision.

## **Alternatives**

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

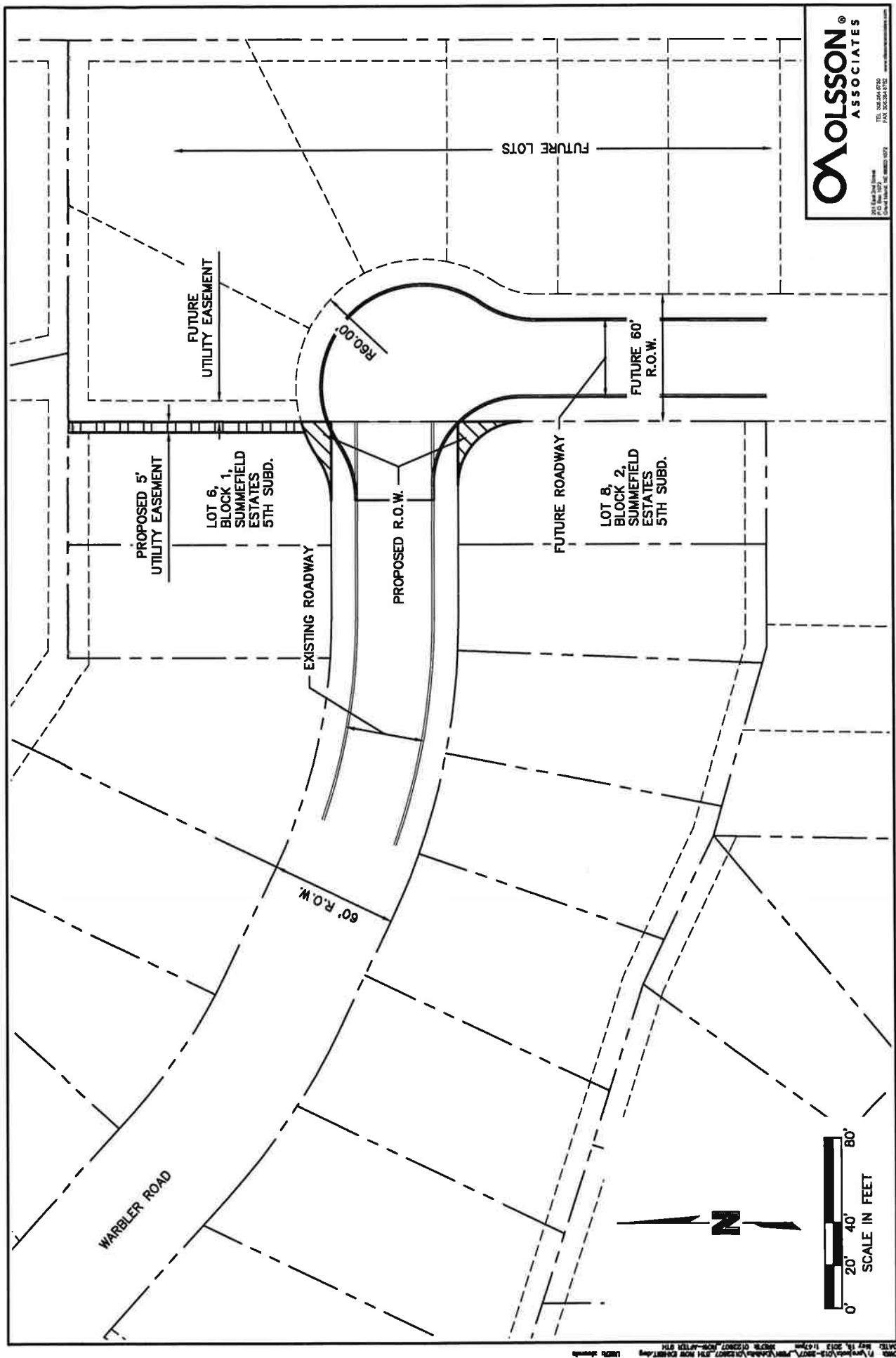
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

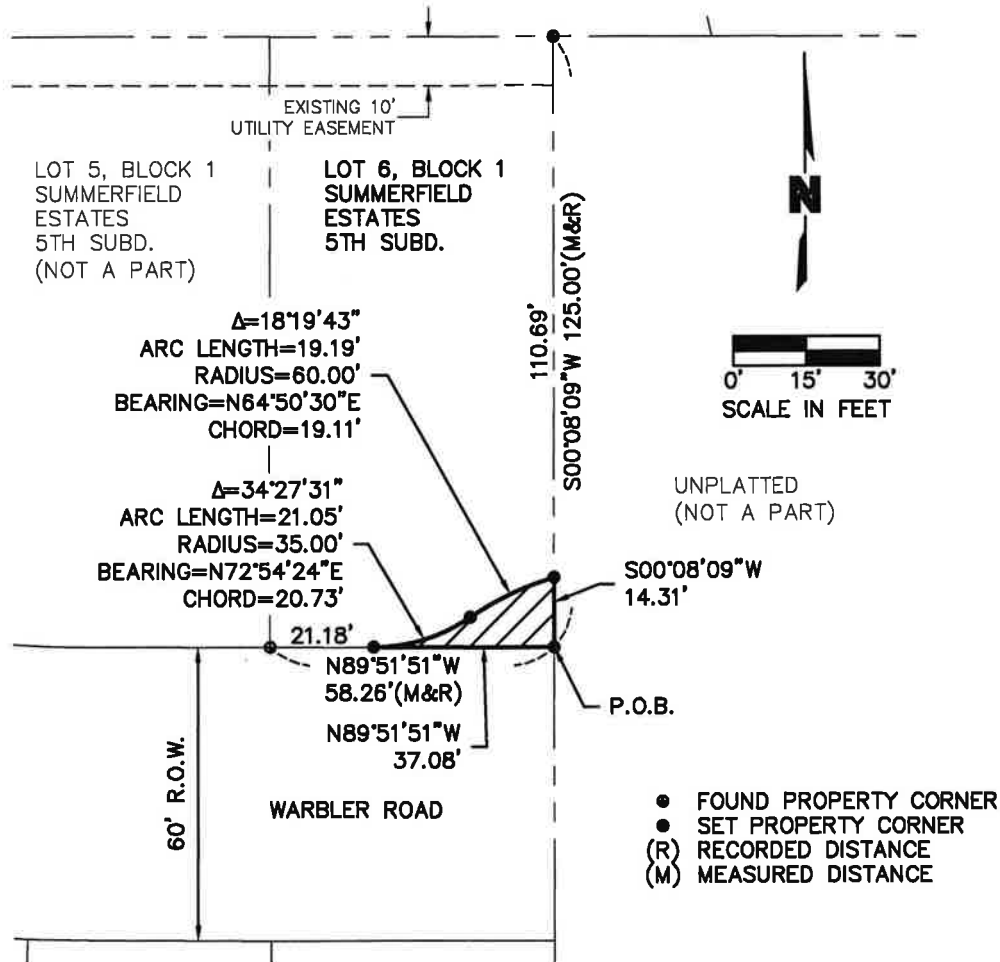
City Administration recommends that the Council conduct a Public Hearing and approved acquisition of the public right-of-way.

## **Sample Motion**

Move to conduct a Public Hearing and approve the acquisition of the public right-of-way.



**SURVEY RECORD**  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
LOT 6, BLOCK 1  
SUMMERFIELD ESTATES 5TH SUBDIVISION



**LEGAL DESCRIPTION**

A TRACT OF LAND CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'51"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 37.08 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 34°27'31", AN ARC LENGTH OF 21.05 FEET, A RADIUS OF 35.00 FEET AND A CHORD BEARING N72°54'24"E FOR A DISTANCE OF 20.73 TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18°19'43", AN ARC LENGTH OF 19.19 FEET, A RADIUS OF 60.00 FEET AND A CHORD BEARING N64°50'30"E FOR A DISTANCE OF 19.11 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S00°08'09"W ALONG SAID EAST LINE A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 225.44 SQUARE FEET MORE OR LESS.

JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

DATE

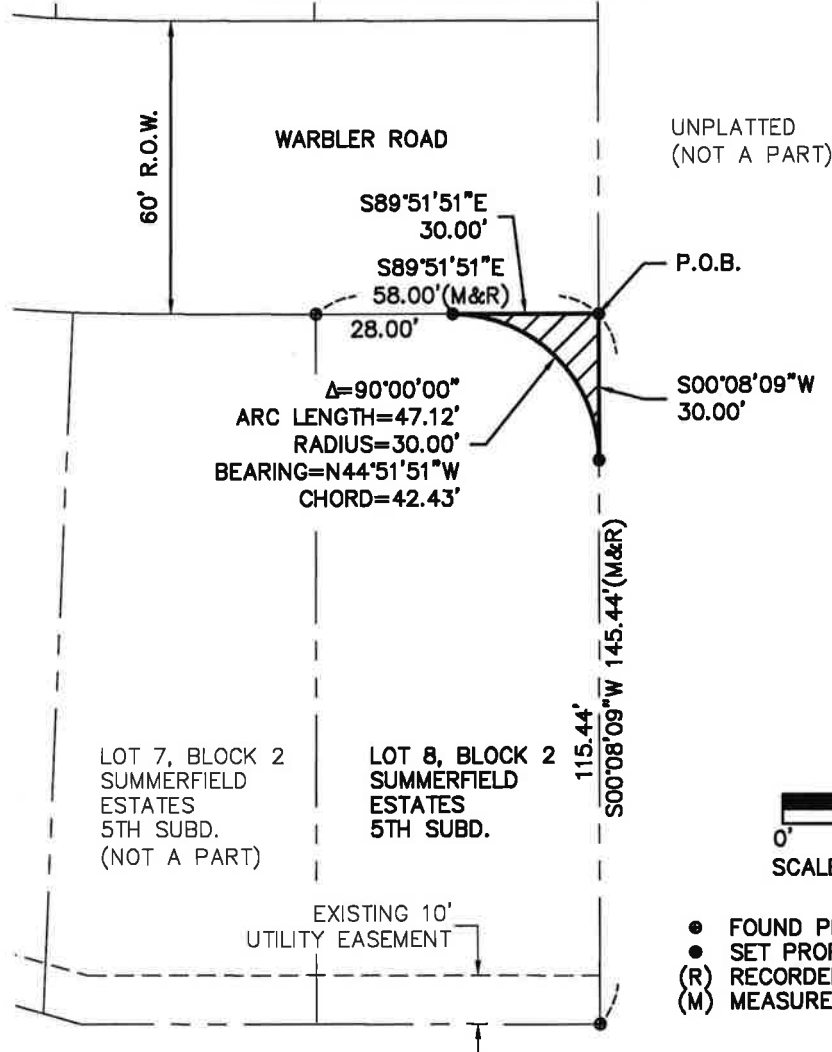
**MOLSSON**  
ASSOCIATES

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

DWC: F:\projects\012-2807\Final\_Plot\0122807\_5TH ROW.dwg  
DATE: May 16, 2013 12:49pm  
USER: zoomis  
XREFS: 0122807\_ROW



**SURVEY RECORD**  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
LOT 8, BLOCK 2  
SUMMERFIELD ESTATES 5TH SUBDIVISION



- FOUND PROPERTY CORNER
- SET PROPERTY CORNER
- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE

**LEGAL DESCRIPTION**

A TRACT OF LAND CONSISTING OF PART OF LOT 8, BLOCK 2 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°08'09"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 30.00 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET, A RADIUS OF 30.00 FEET AND A CHORD BEARING N44°51'51"W FOR A DISTANCE OF 42.43 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD; THENCE S89°51'51"E ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 193.14 SQUARE FEET MORE OR LESS.

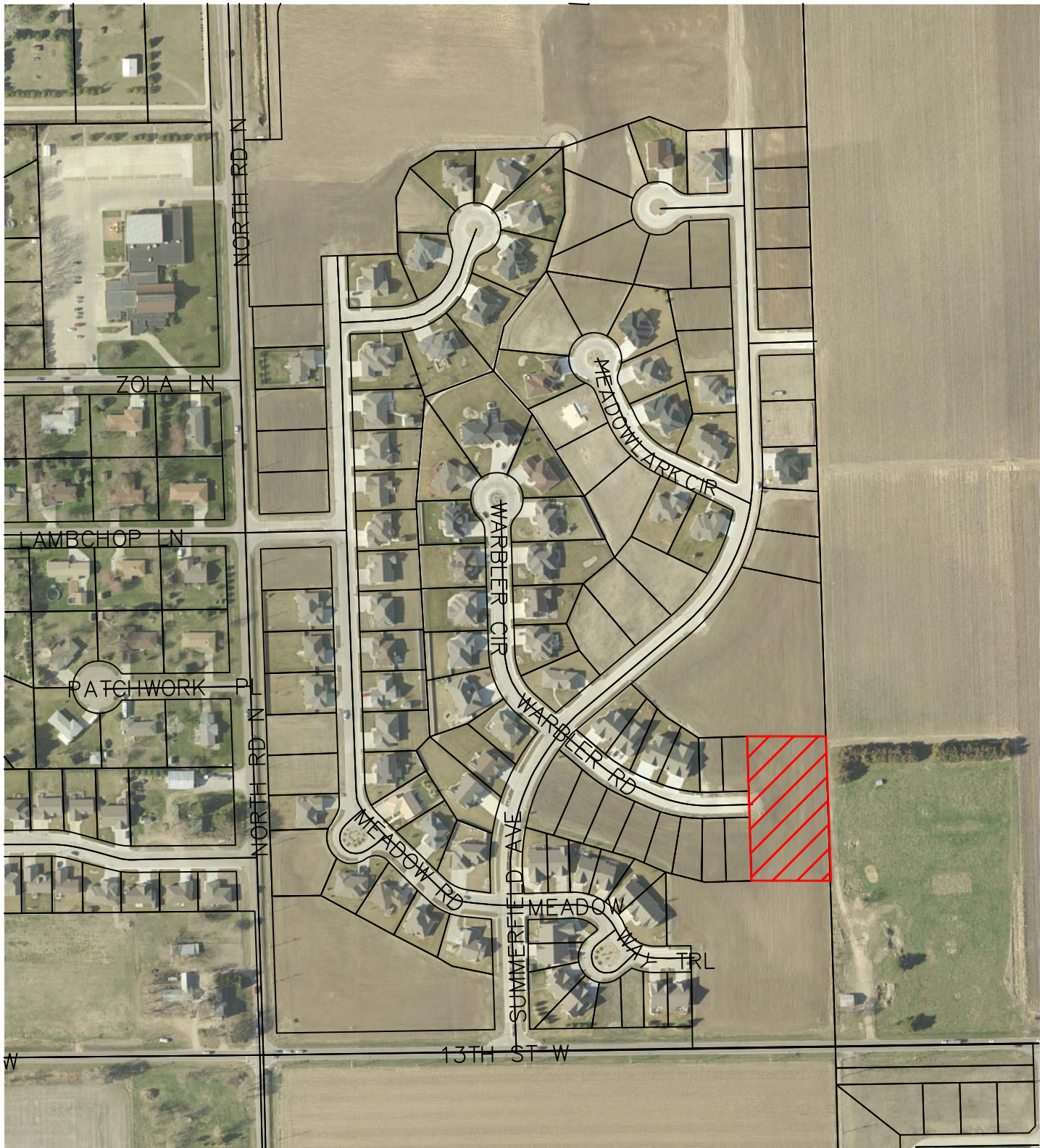
JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

DATE \_\_\_\_\_

**MOLSSON**  
ASSOCIATES

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

USER: zoomis  
DWG: F:\projects\012-2807\PBIN\Final\_Plot\0122807\_5TH ROW.dwg  
DATE: May 16, 2013 1:06pm  
XREFS: 0122807\_ROW



= SUMMERFIELD ESTATES 5TH SUBDIVISION ROW DEDICATION



**CITY OF  
GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 05/24/13
DRAWN BY: TJY
APPVD. BY:
SCALE: NONE

SUMMERFIELD ESTATES  
5TH SUBDIVISION ROW  
DEDICATION

PLAN  
/



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item F-1

**#9432 - Consideration of Vacation of a Portion of Lake Street in  
Palu 2nd Subdivision (Brad and Annette Morse)**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** June 11, 2013

**Subject:** Consideration of Vacation of a Portion of Lake Street in Palu 2<sup>nd</sup> Subdivision (Brad and Annette Morse)

**Item #'s:** F-1

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Council action is required for vacation of a public street.

## **Discussion**

The property owner (Brad and Annette Morse) of 523 West highway 30, Grand Island, Nebraska has requested the west end of Lake Street in Palu 2<sup>nd</sup> Subdivision be vacated, as this section of roadway is a dead end and will not affect future development of this area. Brad Morse has stated this particular area of Lake Street is not attended to and trash has been allowed to be piled up in this area. The abutting property owners have committed to cleaning up this section of roadway upon approval of such vacation, as the vacation will allow for the ownership to divest equally to each of the abutting property owners.

## **Alternatives**

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

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

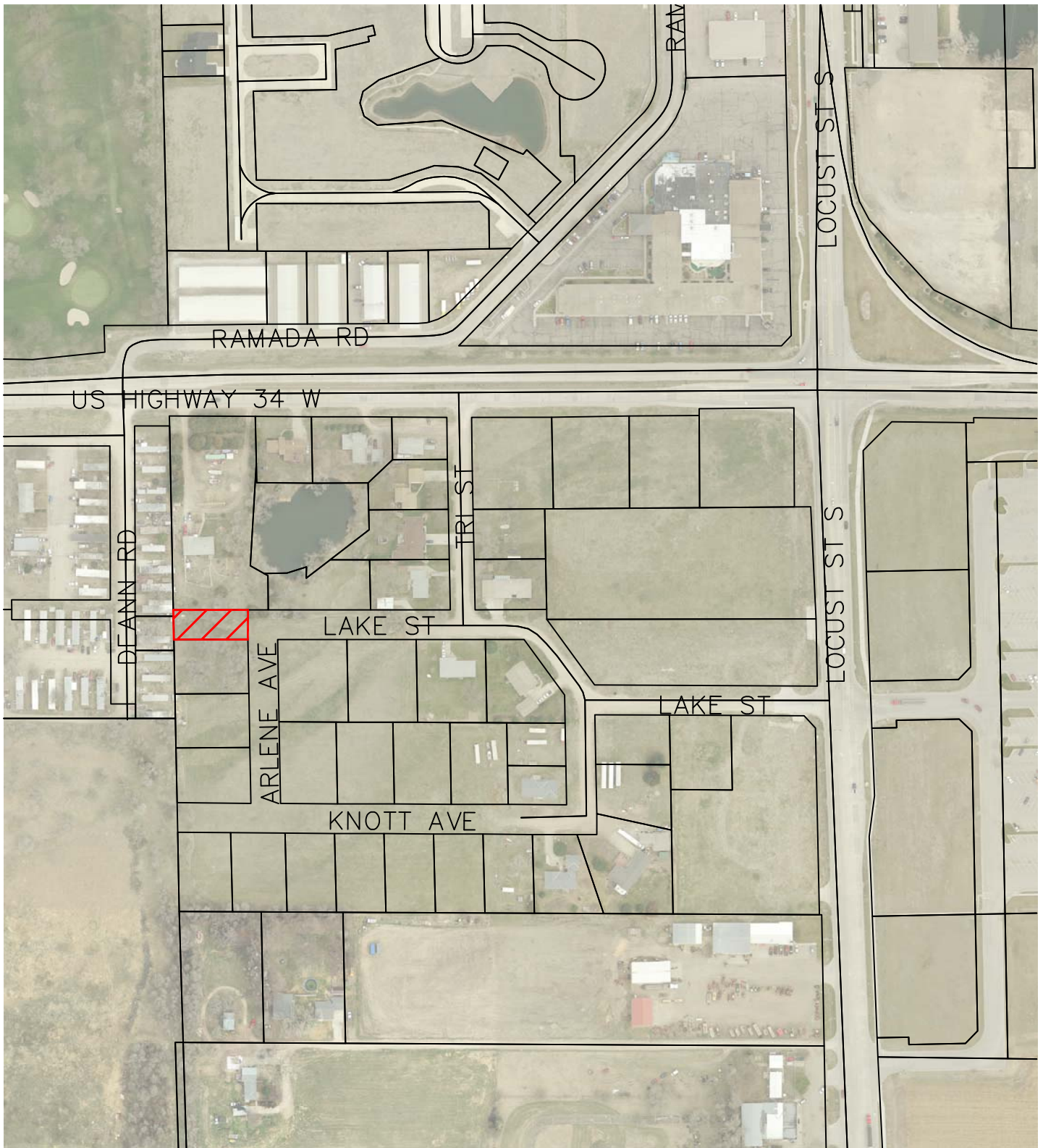
## **Recommendation**

City Administration recommends that the Council approve the request for the vacation of a portion of Lake Street.

## **Sample Motion**

Move to approve the Ordinance.





= LAKE ST. VACATION AREA



**CITY OF  
GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 05/24/13
DRAWN BY: TJY
APPVD. BY:
SCALE: NONE

LAKE ST. VACATION

PLAN  
/

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

### ORDINANCE NO. 9432

An ordinance to vacate a portion of the public street on the west side of Lake Street; a vacation of right-of-way of part of Lake Street in the City of Grand Island in part of Lot One (1) of Palu Second Subdivision, City of Grand Island, Hall County, Nebraska and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That a portion of the public street consisting of a tract of land comprising that portion of Lake Street in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT ONE (1) OF PALU SECOND SUBDIVISION, OF SECTION THIRTY-THREE (33), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6<sup>TH</sup> P.M., GRAND ISLAND, HALL COUNTY, NEBRASKA, GOING EAST ALONG SOUTH LINE OF SAID LOT ONE (1) OF PALU SUBDIVISION A DISTANCE OF ONE HUNDRED FIFTY (150.0) FEET, THENCE SOUTH TO THE NORTHWEST CORNER OF LOT ONE (1) OF BLOCK THREE (3) OF KNOTT SUBDIVISION, ALONG WEST UPON NORTH LINE OF SAID LOT ONE (1) OF BLOCK

Approved as to Form    ☐ \_\_\_\_\_  
June 7, 2013                      ☐ City Attorney

ORDINANCE NO. 9432 (Cont.)

THREE (3) OF KNOTT SUBDIVISION A DISTANCE OF ONE HUNDRED FIFTY (150.0) FEET TO NORTHWEST CORNER OF LOT ONE (1) OF BLOCK THREE (3) OF KNOTT SUBDIVISION, THENCE NORTH ENDING AT A DISTANCE OF SIXTY (60.0) FEET TO THE POINT OF THE BEGINNING AND CONTAINING 0.20 ACRES MORE OR LESS.

Such public street to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the abutting properties.

SECTION 3. This Ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: June 11, 2013

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, June 11, 2013**

**Council Session**

## **Item G-1**

**Approving Minutes of May 28, 2013 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
May 28, 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 May 28, 2013. Notice of the meeting was given in *The Grand Island Independent* on May 22, 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, Chuck Haase, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Scott Dugan, Mike Paulick, and Vaughn Minton. The following City Officials were present: City Clerk RaNae Edwards, City Attorney Robert Sivick and Public Works Director John Collins.

INVOCATION was given by Pastor Sylvia Karlsson, St. Paul Lutheran Church, 1515 South Harrison Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Kerrigan Anspauch.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Pandemic 2013 – Zombies in the Heartland" May 31 – June 2, 2013. Mayor Vavricek proclaimed May 31 – June 2, 2013 as "Pandemic 2013 – Zombies in the Heartland". Steve Hornady was present to receive the proclamation and commented on the event.

Proclamation "Tourism Recognition Month" May 2013. Mayor Vavricek proclaimed the month of May 2013 as "Tourism Recognition Month". Convention and Visitors Bureau Executive Director Brad Mellema was present to receive the proclamation and commented on impact of tourism in Grand Island.

PUBLIC HEARINGS:

Public Hearing on Request from Besi and Zeki, LLC dba Napoli's Italian Restaurant, 3421 Conestoga Drive for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from Besi and Zeki, LLC dba Napoli's Italian Restaurant, 3421 Conestoga Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 30, 2013; notice to the general public of date, time, and place of hearing published on May 18, 2013; notice to the applicant of date, time, and place of hearing mailed on April 30, 2013; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Sunrise Restaurants, LLC dba Denny's, 3333 Ramada Road for an Addition to Class "I-98966" Liquor License. City Clerk RaNae Edwards reported that an application for an addition to Class "I-98966" Liquor License had been received from Sunrise Restaurants, LLC dba Denny's, 3333 Ramada Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by

the City on May 9, 2013; notice to the general public of date, time, and place of hearing published on May 18, 2013; notice to the applicant of date, time, and place of hearing mailed on May 10, 2013; along with Chapter 4 of the City Code. The addition would be for 103' x 76' Conference Center. Staff recommended approval with the following conditions: 1) completing the installation of emergency egress windows, and 2) submission of a concept plan for code compliance. Andy Zahar representing Denny's spoke in support. No further public testimony was heard.

Public Hearing on Request to Rezone Property Located South of Capital Avenue West of the Moores Creek Drainway from RD Residential Development to Amended RD Residential Development Zone. Regional Planning Director Chad Nabity reported that this request to rezone Sterling Estates 2<sup>nd</sup> Subdivision would permit the construction of 5 additional detached garage buildings in conjunction with the first phase of the development. Staff recommended approval. No public testimony was heard.

Public Hearing Concerning the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens' Review Committee on the Economic Development Program Plan. Lisa Willman, Chair of the Citizens' Review Committee gave the Semi-Annual Report for the Citizens' Review Committee. Ms. Willman gave background information of the LB 840 Plan and reported a public hearing for the semi-annual report was required. The Citizens' Review Committee met on May 21, 2013 and approved the report.

Ann Martin, Chair of the Grand Island Economic Development Board of Trustees reported that we neared the final months of the tenth year of the Local Option Plan, LB-840. Nineteen projects had been approved over the past years creating 1,188 direct jobs with an economic impact of over \$36.6 million in payroll. Mentioned was the development of the Platte Valley Industrial Park East, sewer extension to Interstate 80, Career Pathways Institute, Revitalization of Downtown, and Legislation. The top priority for this year was to insure the Grand Island Veterans Home stayed in Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way in Summerfield Estates 5<sup>th</sup> Subdivision (Little B's Corporation). This item was pulled off the agenda at the request of Greg Baxter, owner.

Public Hearing for Neighborhood Stabilization Program Income Reuse Program. Community Development Administrator Marco Floreani reported that currently the City had \$583,603.15 of Neighborhood Stabilization Program (NSP) generated program income to be allocated under the guidelines of the City of Grand Island Program Income Reuse Plan for Neighborhood Stabilization Program (NSP1). The program guidelines had been reviewed and approved by the Nebraska Department of Economic Development. Approval by the Council would allow the release of NSP Program Income and fund NSP1 eligible activities. Staff recommended approval. Lewis Kent, 624 Meves Avenue spoke in support. No further public testimony was heard.

#### ORDINANCES:

#9426 – Consideration of Annexation of Ummel Second Subdivision Located North of Bronco Road and East of Shady Bend Road (Third Reading)

Regional Planning Director Chad Nabity reported this was the third of three readings for the annexation of Ummel Second subdivision. Mentioned was that sewer and water were not available at this time. City Clerk RaNae Edwards read it by title only.

Motion by Dugan, second by Donaldson to approve Ordinance #9426. Upon roll call vote, all voted aye. Motion adopted.

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

#9430 – Consideration of Request to Rezone Property Located South of Capital Avenue West of the Moore’s Creek Drainway from RD Residential Development to Amended RD Residential Development Zone

#9431 – Consideration of Amending Chapter 27 of the Grand Island City Code Relative to Purchasing

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.

#9430 – Consideration of Request to Rezone Property Located South of Capital Avenue West of the Moore’s Creek Drainway from RD Residential Development to Amended RD Residential Development Zone

Regional Planning Director Chad Nabity reported this item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Minton to approve Ordinance #9430.

City Clerk: Ordinance #9430 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 #9430 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 #9430 is declared to be lawfully adopted upon publication as required by law.

#9431 – Consideration of Amending Chapter 27 of the Grand Island City Code Relative to Purchasing

Assistant City Attorney Stacy Nonhof reported that Ordinance #9431 would amend Chapter 27 of the City Code to approve the use of the State Contract list and other buying groups for City departments. Mentioned was that this would allow the use of state bids but would not require it in all purchases. All cooperative agreements would have to be approved by the Council.

Motion by Donaldson, second by Niemann to approve Ordinance #9431.

City Clerk: Ordinance #9431 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 #9431 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 #9431 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-8 was pulled from the agenda. Consent Agenda item G-3 was removed for further discussion. Motion by Gilbert, second by Nickerson to approve the Consent Agenda excluding items G-3 and G-8. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 14, 2013 City Council Regular Meeting.

Approving Minutes of May 21, 2013 City Council Study Session.

Approving the Appointments of Eric Olson and Todd Dvorak to the Police Pension Committee. City Attorney Robert Sivick reported that the Police Pension Committee was created under the Police Officer Retirement Act. Explained was the process of appointments to the committee. State Statutes required Police Officers to be elected by their peers. Discussion was held regarding the requirement of Council approval. Past practice had been for Council to approve the appointments.

Motion by Gericke, second by Niemann to approve the appointments of Erick Olson and Todd Dvorak to the Police Pension Committee. Upon roll call vote, Councilmembers Minton, Dugan, Gericke, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Niemann voted aye. Councilmember Paulick voted no. Motion adopted.

#2013-151 – Approving Final Plat and Subdivision Agreement for Ummel Second Subdivision. It was noted that Tommy Ummel Jr., owner had submitted the Final Plat and Subdivision Agreement for Ummel Second Subdivision for the purpose of creating 5 lots located north of Bronco Road and east of Shady Bend Road containing 36.003 acres.

#2013-152 – Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens' Review Committee on the Economic Development Program Plan.

#2013-153 – Approving Addendum to SCALES Agreement to Include the City of Cozad.

#2013-154 – Approving Pipeline Crossing Agreement with UPRR for Water Main District 466T – Airport Road in an Amount of \$2,500.00.

#2013-155 – Approving Acquisition of Public Right-of-Way in Summerfield Estates 5<sup>th</sup> Subdivision (Little B’s Corporation). This item was pulled off the agenda at the request of Greg Baxter, owner.

#2013-156 – Approving Continuation of Street Improvement District No. 1261; Westgate Road – North Road East to Paved Section of Westgate Road.

#2013-157 – Approving Deferral of Assessments for Agricultural Property Located within the Boundaries of Street Improvement District No. 1261; Westgate Road – North Road East to Paved Section of Westgate Road.

#### REQUESTS AND REFERRALS:

Consideration of Liquor Manager Designation for Candace Rivera, 2815 West Capital Avenue for Red Lobster Restaurant #0734, 3430 West 13<sup>th</sup> Street. City Clerk RaNae Edwards reported that staff recommendation was to deny the request based upon the Police Department report with regards to the potential character of Candy Rivera and false application. Candace Rivera, 2815 West Capital Avenue spoke in support. Council commented on the importance of the Police Department investigation and supporting their recommendation.

Motion by Gilbert, second by Nickerson to deny the request from Candace Rivera, 2815 West Capital based upon the Police Department report with regards to potential character and false application. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2013-158 – Consideration of Request from Besi and Zeki, LLC dba Napoli’s Italian Restaurant, 3421 Conestoga Drive for a Class “I” Liquor License and Liquor Manager Designation for Florim Ramadani, 5011 Starling Drive, Lincoln, NE. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Haase to approve Resolution #2013-158. Upon roll call vote, all voted aye. Motion adopted.

#2013-159 – Consideration of Request from Sunrise Restaurants, LLC dba Denny’s, 3333 Ramada Road for an Addition to Class “I-98966” Liquor License. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Minton to approve Resolution #2013-159 with the following conditions: 1) completing the installation of emergency egress windows, and 2) submission of a concept plan for code compliance. Upon roll call vote, all voted aye. Motion adopted.

#2013-160 – Consideration of Economic Development Incentive Agreement with CNH America, LLC (Case New Holland). Ann Martin, Chair of the Grand Island Area Economic Development Corporation Board of Trustees reported that an application had been made by CNH America, LLC – Case New Holland for a \$500,000 forgivable LB 840 loan for job creation and training of 100 new employees. Discussion was held regarding the incentive fund balance. Denise McGovern-Gallagher

representative of the EDC stated there were enough funds to cover all applications with some carry over funds.

Motion by Niemann, second by Minton to approve Resolution #2013-160. Upon roll call vote, all voted aye. Motion adopted.

#2013-161 – Consideration of Economic Development Incentive Agreement with Chief Industries, Inc. Ann Martin, Chair of the Grand Island Area Economic Development Corporation Board of Trustees reported that an application had been made by Chief Industries, Inc. for a \$305,800 forgivable LB 840 loan for infrastructure, job creation, and training for 41 new jobs.

Motion by Niemann, second by Gericke to approve Resolution #2013-161. Upon roll call vote, all voted aye. Motion adopted.

#2013-162 – Consideration of Economic Development Incentive Agreement with Central Community College. Ann Martin, Chair of the Grand Island Area Economic Development Corporation Board of Trustees reported that an application had been made by Central Community College (CCC) for a \$95,000 forgivable LB 840 loan for additional equipment for the Industrial Academy.

The following people spoke in support:

- Mike Calvert, CCC Campus President
- Larry Glaser, CCC Business Officer
- Debra Brennan, CCC Executive Vice-President
- Ann Martin, GIAEDC Board Chair

Mr. Sivick commented on state statutes regarding the types of incentives LB 840 could be used for. It was his opinion that this application fell within the law. Comments were made of the importance of the college, but that LB 840 was to be used for businesses and creating jobs which could be defined by numbers. Mentioned was that CCC had their own taxing authority.

Lisa Willman, Chair of the Citizens' Review Committee (CRC) commented on the reasons the CRC denied this request.

Mr. Glaser answered questions concerning the application. They currently had 30 welding stations and wanted to add 10 more. Construction would take three to four months. Comments were made about the importance of training. A lengthy discussion was held regarding the state statutes with regards to the principal source of income to qualify. Fund raising was mentioned.

Motion by Gericke, second by Minton to approve Resolution #2013-162. Upon roll call vote, Councilmembers Paulick, Gericke, Hehnke, Haase, Donaldson, and Niemann voted aye. Councilmembers Minton, Dugan, Gilbert, and Nickerson voted no. Motion adopted.

#2013-163 – Consideration of Approving Elimination of Proposed Street Right-of-Way in a Portion of Voss Subdivision (Michael P. Graham). Public Works Director John Collins reported that a request had been received from Michael P. Graham at 3135 E. Highway 30 to vacate a proposed street right-of-way in Lot 4 of Voss Subdivision. The elimination would clear up records on properties associated with this proposed street and allow for redevelopment/building

construction on this lot, as the City had no future plans for a street in this location. Staff recommended approval.

Motion by Dugan, second by Minton to approve Resolution #2013-163. Upon roll call vote, all voted aye. Motion adopted.

#2013-164 – Consideration of Approving Neighborhood Stabilization Program Income Reuse Program. This item related to the aforementioned Public Hearing. A detailed explanation of the program was given and who was eligible. Comments were made on the success of the program.

Motion by Minton, second by Donaldson to approve Resolution #2013-164. Upon roll call vote, all voted aye. Motion adopted.

#2013-165 – Consideration of (1) Approving Contract for Grand Generation Center Roof Repair and (2) Funding for Roof and Drainage Repairs. Building Department Director Craig Lewis reported that three proposals were received on May 14, 2013 for the roof repairs or replacement to the western section of the Senior Citizens Center at 304 East 3<sup>rd</sup> Street. The best responsive proposal was received from Weathercraft Co. of Grand Island, NE for a total of \$62,986.00.

Also, based on discussion at the May 21, 2013 study session, any remaining balance of the City's budgeted appropriation of \$100,000.00 would be directed first to repairs of the middle section of the roof and then to the modification of parking lot drainage. If the \$100,000.00 appropriation was exceeded by these three repairs, the Public Works Department would absorb up to the complete parking/drainage repair cost in its current fiscal year budget.

Comments were made regarding the \$100,000 budget. Mentioned was the timing of getting the project done before the weather turned cold. Mr. Collins explained the process of fixing the alley and parking lot.

Motion by Gilbert, second by Donaldson to amend and strike paragraph six and reference of Public Works paying for remaining balance with a cap of \$100,000. Upon roll call vote, Councilmembers Gilbert, Donaldson and Niemann voted aye. Councilmembers Minton, Paulick, Dugan, Gericke, Nickerson, Hehnke, and Haase voted no. Motion failed.

Motion by Niemann, second by Gericke to approve Resolution #2013-165. Upon roll call vote, Councilmembers Minton, Paulick, Dugan, Gericke, Nickerson, Hehnke, Haase, and Niemann voted aye. Councilmembers Gilbert and Donaldson voted no. Motion adopted.

#2013-166 – Consideration of Request for Approval of Transfer of Building Located at 1306 West 3<sup>rd</sup> Street and Related Department Relocations. Building Department Director Craig Lewis reported that at the May 21, 2013 study session, city staff presented a proposal to transfer the property at 1306 West 3<sup>rd</sup> Street to the Utilities Department which would lead to the relocation of Utilities Engineering, Emergency Management, Information Technology and Human Resources, in addition to the expansion of Finance. The first step was to request an appraisal of the property at 1306 West 3<sup>rd</sup> Street to establish the current market value of the property.

Discussion was held regarding the timing of relocations. Mr. Lewis stated each stop would come back to Council regarding bids and it would take many years to complete. Mr. Sivick stated the



intent of the Resolution was to get an appraisal to obtain a fair market value before the transfer of this property to the Utilities Department.

Motion by Gericke, second by Niemann to approve Resolution #2013-166.

Motion by Gilbert, second by Dugan to remove paragraph three. Upon roll call vote, Councilmembers Minton, Paulick, Dugan, Gilbert, Nickerson, Hehnke, Haase, Donaldson and Niemann voted aye. Councilmember Gericke voted no. Motion adopted.

Upon roll call vote of the main motion, all voted aye. Motion adopted.

#2013-167 – Consideration of Funding the Community Offering and Approving Authorized Official to retain the Grand Island Veterans Home. Mayor Vavricek explained the history of the Grand Island Veterans Home and the importance of keeping it here in Grand Island. Cindy Johnson, President of the Chamber of Commerce reported on the competitive process of this project.

Mentioned was that Council was being asked to approve the City's financial commitment of funding not to exceed three million dollars and the authorizing official, which would be the Mayor.

The following people spoke in support:

- Paul Wicht, 1708 Jerry Drive
- James Dugg, 2411 Cochin
- Lewis Kent, 624 Meves Avenue
- Ken Gnadt, 1610 Gretchen
- Ann Martin, Doniphan

Comments were made regarding Grand Island meeting the needs of the Veterans Home. Ms. Johnson explained the proposal required funds to be available probably in 2016/2017 time frame. The City would have time to come up with the \$3 million. Mentioned was the city was only one piece of the project. Community partners and donations were the others.

Motion by Niemann, second by Haase to approve Resolution #2013-167. Upon roll call vote, all voted aye. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of May 15, 2013 through May 28, 2013, for a total amount of \$4,292,555.49. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 10:37 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-2

**#2013-168 - Approving Acquisition of Utility Easement (#1 - NE Corner - Water and Fire Hydrants) between 2nd & 3rd Streets and Broadwell & Harrison Streets - CVS Pharmacy**

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-168

WHEREAS, a public utility easement is required by the City of Grand Island, from CVS Pharmacy, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including water lines and fire hydrants; and;

WHEREAS, a public hearing was held on June 11, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

From the point of beginning being the Northeast corner of Lot One (1) of CVS First Subdivision located along the south right-of-way line of West 3rd Street and the west right-of-way line of North Broadwell Avenue; thence along said west right-of-way line of North Broadwell Avenue also being the east line of said Lot One (1) S 29°38' 30" E, a distance of 126.20'; thence leaving said east line of said Lot One (1) and said west right-of way line of North Broadwell Avenue 60' 30' 49" W, a distance of 17.09'; thence N 29' 29' 11" W, a distance of 22.00'; thence N 60' 39' 49" E, a distance of 6.04'; thence N 29' 38' 30" W, a distance of 86.12'; thence S 60° 30' 49" W, a distance of 33.02'; thence N 29° 29' 11" W, a distance of 18.08' to a point located along the north line of said Lot One (1) and said south right-of-way line of West 3rd Street; thence along said north line of said Lot One (1) and said south right-of way line of West 3rd Street N 60° 30' 49" E, a distance of 43.96' to the point of beginning. Said easement to contain 0.049 acres of land.

The above-described easement and right-of-way containing 0.049 acres, more or less, as shown on the plat dated 03/08/2013 marked Exhibit "Water Line Easement", attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from CVS Pharmacy, on the above-described tract of land.

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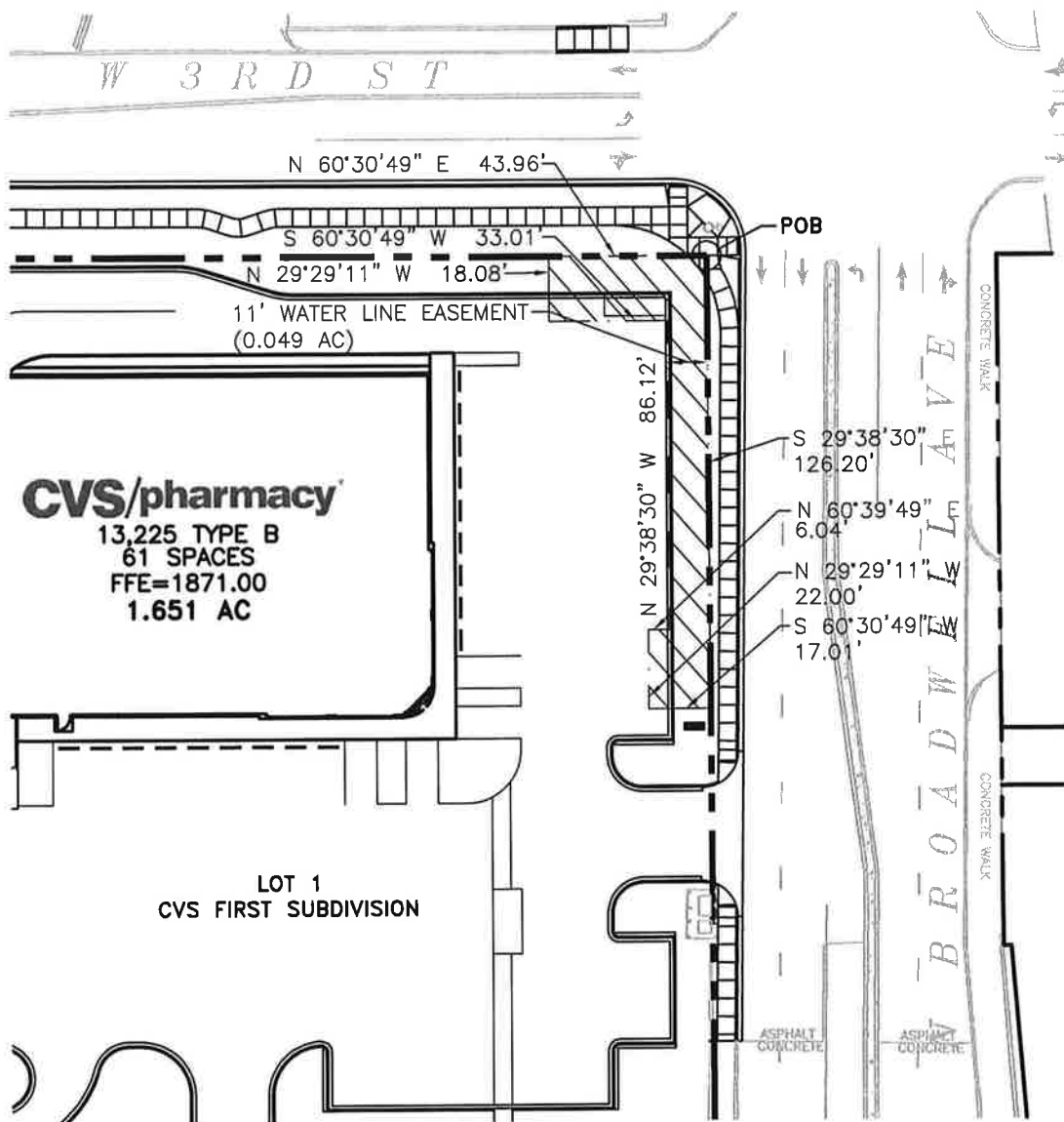
Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney

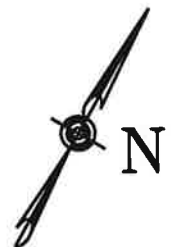


#### DESCRIPTION OF WATER LINE EASEMENT - 0.049 ACRES

FROM THE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LOT 1 OF CVS FIRST SUBDIVISION LOCATED ALONG THE SOUTH RIGHT-OF-WAY LINE OF W 3RD ST AND THE WEST RIGHT-OF-WAY LINE OF N BROADWELL AVE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF N BROADWELL AVE ALSO BEING THE EAST LINE OF SAID LOT 1 S 29°38'30" E, A DISTANCE OF 126.20'; THENCE LEAVING SAID EAST LINE OF SAID LOT 1 AND SAID WEST RIGHT-OF-WAY LINE OF N BROADWELL AVE S 60°30'49" W, A DISTANCE OF 17.09'; THENCE N 29°29'11" W, A DISTANCE OF 22.00'; THENCE N 60°39'49" E, A DISTANCE OF 6.04'; THENCE N 29°38'30" W, A DISTANCE OF 86.12'; THENCE S 60°30'49" W, A DISTANCE OF 33.02'; THENCE N 29°29'11" W, A DISTANCE OF 18.08' TO A POINT LOCATED ALONG THE NORTH LINE OF SAID LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE OF W 3RD ST; THENCE ALONG SAID NORTH LINE OF SAID LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE OF W 3RD ST N 60°30'49" E, A DISTANCE OF 43.96' TO THE POINT OF BEGINNING. SAID EASEMENT TO CONTAIN 0.049 ACRES OF LAND.

**NWC - US HIGHWAY 30 & N BROADWELL ST**  
**GRAND ISLAND, NEBRASKA**

**WATER LINE EASEMENT EXHIBIT**  
**MARCH 8, 2013**



1"=50'



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-3

**#2013-169 - Approving Acquisition of Utility Easement (#2 - NW Corner - Electrical) between 2nd & 3rd Streets and Broadwell Avenue & Harrison Street - CVS Pharmacy**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2013-169

WHEREAS, a public utility easement is required by the City of Grand Island, from CVS Pharmacy, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on June 11, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

From the point of commencement being the northwest corner of Lot One (1) of CVS First Subdivision located along the south right-of-way line of West 3rd Street and the east right-of-way line of North Harrison Street; thence along the west line of said Lot One (1) and the east line of North Harrison Street right-of-way line S 29°38'32" E, a distance of 53.74' to the point of beginning; thence leaving said west line of Lot One (1) and said east right-of-way line of North Harrison Street N 60°21'28" E, a distance of 15.00'; thence S 29°38'32" E, a distance of 20.00'; thence S 60°21'28" W, a distance of 15.00' to a point located on the west line of said Lot One (1) and said east right-of-way line of North Harrison Street; thence along said west line of Lot One (1) and said east right-of-way line of North Harrison Street N 29°38'32" W, a distance of 20.00' to the point of beginning. Said easement to contain 0.007 acres of land.

The above-described easement and right-of-way containing 0.007 acres, more or less, as shown on the plat dated 03/08/2013 marked Exhibit "Utility Easement", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from CVS Pharmacy, on the above-described tract of land.

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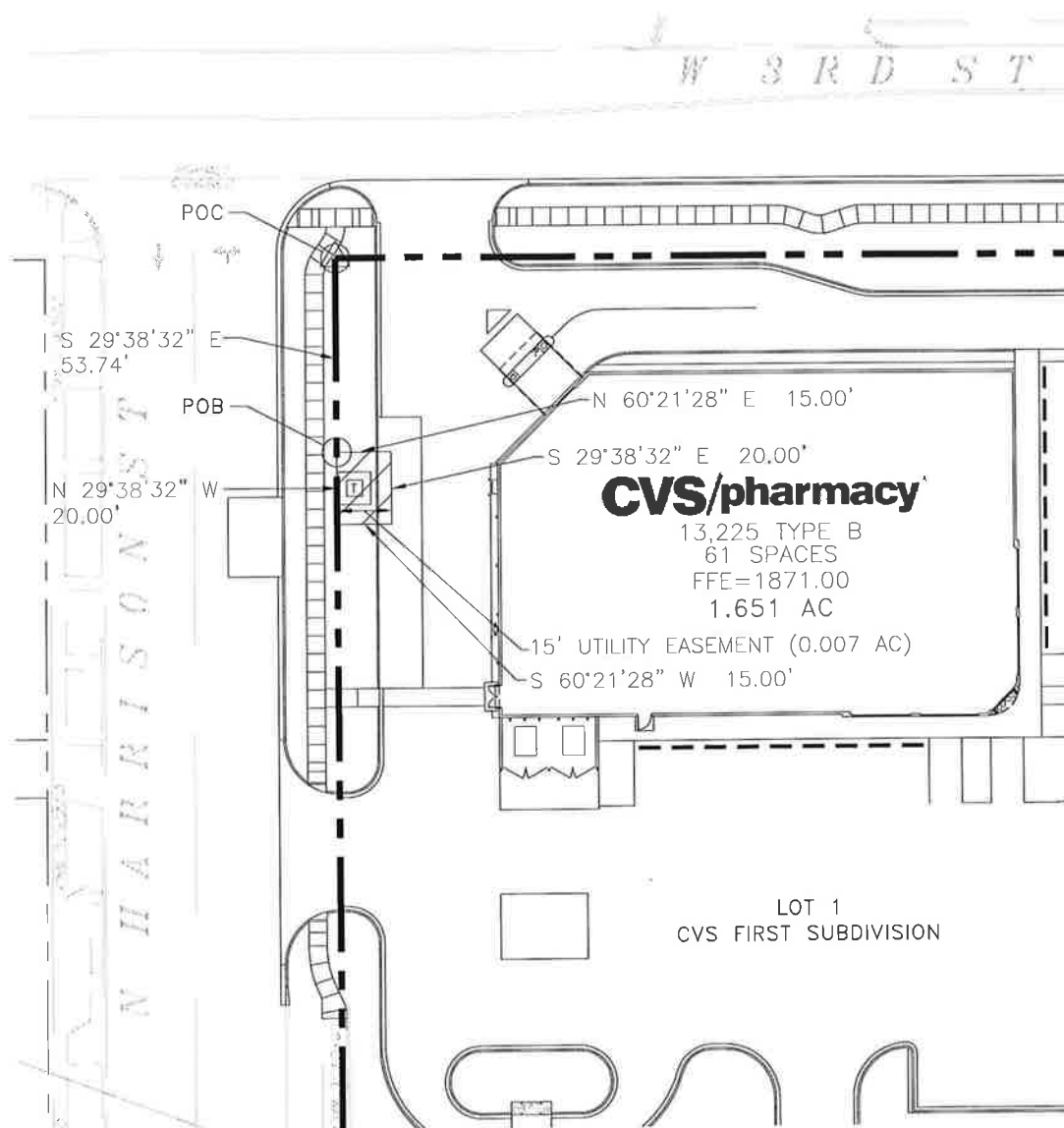
Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney



DESCRIPTION OF UTILITY EASEMENT – 0.007 ACRES

FROM THE POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF LOT 1 OF CVS FIRST SUBDIVISION LOCATED ALONG THE SOUTH RIGHT-OF-WAY LINE OF W 3RD ST AND THE EAST RIGHT-OF-WAY LINE OF N HARRISON ST; THENCE ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF N HARRISON ST RIGHT-OF-WAY LINE S 29°38'32" E, A DISTANCE OF 53.74' TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE OF LOT 1 AND SAID EAST RIGHT-OF-WAY LINE OF N HARRISON ST N 60°21'28" E, A DISTANCE OF 15.00'; THENCE S 29°38'32" E, A DISTANCE OF 20.00'; THENCE S 60°21'28" W, A DISTANCE OF 15.00' TO A POINT LOCATED ON THE WEST LINE OF SAID LOT 1 AND SAID EAST RIGHT-OF-WAY LINE OF N HARRISON ST; THENCE ALONG SAID WEST LINE OF LOT 1 AND SAID EAST RIGHT-OF-WAY LINE OF N HARRISON ST N 29°38'32" W, A DISTANCE OF 20.00' TO THE POINT OF BEGINNING, SAID EASEMENT TO CONTAIN 0.007 ACRES OF LAND.

**NWC - US HIGHWAY 30 & N BROADWELL ST**  
**GRAND ISLAND, NEBRASKA**  
 UTILITY EASEMENT EXHIBIT  
 MARCH 8, 2013



1"=50'



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-4

**#2013-170 - Approving Bid Award - 2014 Truck with 55 Ft. Articulating Overcenter Aerial Device - Line Division, Utilities Dept.**

Staff Contact: Tim Luchsinger, Stacy Nonhof



# **Council Agenda Memo**

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

**Meeting:** June 11, 2013

**Subject:** 2014 Truck with 55 Foot Articulating Overcenter Aerial Device - Electric Overhead Division

**Item #'s:** G-4

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

The Electric Overhead Division of the Utilities Department has a 2000 International Model 4900 truck with a Terex Telelect Model 5TC-55 aerial device that was offered for trade on a new 55' truck. The existing vehicle has 43,982 miles, and the hour meter has 9,250 hours, which is equivalent to approximately 270,000 miles on the engine and power transmission equipment.

## **Discussion**

Specifications for replacement of Unit #54 were prepared by Department staff, advertised in accordance with the City Purchasing Code, sent to nine potential bidders, and posted on the City's Web Site. The bids were publically opened on May 21, 2013. Three bids were received as tabulated below. The estimated amount for this replacement vehicle is \$240,000.

<b>Bidder</b>	<b>Base Bid</b>	<b>Trade-in</b>	<b>Net Bid</b>
Hansen International Truck, Grand Island, NE	\$221,939	\$17,500	\$204,439
Terex Utilities, Watertown, SD	\$227,143	\$17,500	\$209,643
Drake Scruggs Equipment Springfield, IL	\$220,927	\$17,200	\$203,727

The bids were reviewed by Department staff as follows. All three companies had exceptions to the specifications. The bids from Terex and Hansen International are both for the same aerial device, a Terex Hi-Ranger SCM55, but different chassis. The major exception that affects the bid negatively is the platform capacity on the Terex, which is 700 lbs., compared to 750 lbs. on the Drake Scruggs unit.

The Drake Scruggs unit does not have a 24 inch vertical platform lift, or a platform rest that pivots, which causes uneven bucket support. The fiberglass body on the Drake Scruggs unit is 6 inches shorter than specified which does not leave the needed space for aerial tools. It also does not have a required tail shelf or sub-base needed for storage. The Drake Scruggs unit has sufficient exceptions that it was determined to be non-compliant with the specifications.

The Department recommends that the 2014 Truck with 55 Foot Articulating Overcenter Aerial Device from Hansen International Truck, Inc., of Grand Island Nebraska, in the amount of \$204,439.00, as the low responsive bid for the replacement unit for the Line Division's Unit 54. The total base bid is \$221,939.00, less the trade-in of \$17,500.00, for a final price of \$204,439.00.

### **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 purchase of the 2014 Truck with 55 Foot Articulating Overcenter Aerial Device for the Line Division, from Hansen International Truck, Inc., of Grand Island, Nebraska, in the amount of \$204,439.00, including trade-in.

### **Sample Motion**

Move to approve the purchase of a 2014 Truck with 55 Foot Articulating Overcenter Aerial Device from Hansen International Truck, Inc., of Grand Island, Nebraska, in the account of \$204,439.00, including trade-in.



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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** May 21, 2013 at 2:00 p.m.  
**FOR:** 2013 Truck with 55' Articulating Overcenter Aerial Device  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$240,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** April 29, 2013  
**NO. POTENTIAL BIDDERS:** 9

**SUMMARY**

**Bidder:** Terex Utilities  
San Antonio, TX  
**Exceptions:** Noted  
**Make:** Freightliner M2 106  
**Base Bid Price:** \$227,143.00  
**Less Trade-In:** \$ -17,500.00  
**Final Bid:** \$209,643.00

**Bidder:** Drake Scruggs Equipment, Inc.  
Springfield, IL  
**Exceptions:** Noted  
**Make:** Not Listed  
**Base Bid Price:** \$220,927.00  
**Less Trade-In:** \$ -17,200.00  
**Final Bid:** \$203,727.00

**Bidder:** Hansen International Truck, Inc.  
Grand Island, NE  
**Exceptions:** Noted  
**Make:** International  
**Base Bid Price:** \$221,939.00  
**Less Trade-In:** \$ -17,500.00  
**Final Bid:** \$204,439.00

cc: Tim Luchsinger, Utilities Director  
Mary Lou Brown, City Administrator  
Bryan Fiala, Elec. Line Superintendent

Bob Smith, Assist. Utilities Director  
Pat Gericke, Utilities Admin. Assist.  
Jaye Monter, Finance Director

**P1649**

RESOLUTION 2013-170

WHEREAS, the City of Grand Island invited sealed bids for a 2014 Truck with 55 foot Articulating Overcenter Aerial Device, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 21, 2013, bids were received, opened and reviewed; and

WHEREAS, Hansen International Truck, 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 \$204,439.00, including trade-in; and

WHEREAS, the bid Hansen International Truck, Inc., is less than the estimate for the 2014 Truck with 55 foot Articulating Overcenter Aerial Device.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hansen International Truck, Inc., of Grand Island, Nebraska, in the amount of \$204,439.00, including trade-in, for a 2014 Truck with 55 foot Articulating Overcenter Aerial Device, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 7, 2013	☐ City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-5

### **#2013-171 - Approving Bid Award - Vibration Monitoring Upgrades 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:** June 11, 2013

**Subject:** Vibration Monitoring Upgrades

**Item #'s:** G-5

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

## **Background**

The Vibration Monitoring System at Platte Generating System monitors the amount of vibration on all turbine and generator components. It also monitors all critical plant motors and pumps. The system is used by plant personnel to proactively maintain and troubleshoot critical equipment before failure occurs. The existing system has become obsolete and is no longer supported by the manufacturer, which means there is no guarantee of receiving replacement components in a timely manner, or at all. This project is necessary to modernize the existing system to ensure continued reliability in monitoring critical plant equipment.

## **Discussion**

The specifications for the Vibration Monitoring Upgrades were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on May 29, 2013. The engineer's estimate for this project was \$240,000.

Bidder	Bid Price	Optional System Optimization	Adjusted Bid Price
Metrix Instrument Co. Houston, TX	\$149,679.60	\$7,615.00	\$157,294.60
Bently Nevada Minden, NV	\$189,397.79	\$15,714.00	\$205,111.79

The bids were reviewed by plant engineering staff. An alternative bid item for additional system optimization after installation was requested in the bid documents. This bid item was deemed justifiable at the alternative bid price given by Metrix Instrument Company.

This bid is otherwise compliant with the specification 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 Council award the Contract for the Vibration Monitoring Upgrades at Platte Generating Station, to Metrix Instrument Company of Houston, Texas, as the lowest responsive bidder, with the bid price of \$157,294.60.

### **Sample Motion**

Move to approve the bid from Metrix Instrument Company for the Vibration Monitoring Upgrades at Platte Generating Station, in the amount of \$157,294.60.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** May 29, 2013 at 2:00 p.m.  
**FOR:** Vibration Monitoring Upgrades  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$240,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** May 11, 2013  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<b><u>Bently Nevada, Inc.</u></b> Minden, NV	<b><u>Metrix Instrument Co.</u></b> Houston, TX
<b>Bid Security:</b>	Travelers Casualty & Surety Co.	Cashier's Check
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>		
<b>Material:</b>	\$115,897.00	\$ 70,180.00
<b>Labor:</b>	\$ 65,388.00	\$ 74,587.00
<b>Sales Tax:</b>	<u>Not Included</u>	<u>\$ 10,134.00</u>
<b>Total Bid:</b>	\$181,285.00	\$154,900.00
<b>Alternate Bid:</b>	\$ 15,714.00	\$ 7,615.00

cc: Tim Luchsinger, Utilities Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.  
Jaye Monter, Finance Director  
Ryan Schmitz, Utility Production Eng.

**P1652**



RESOLUTION 2013-171

WHEREAS, the City of Grand Island invited sealed bids for Vibration Monitoring Upgrades at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 29, 2013, bids were received, opened and reviewed; and

WHEREAS, Metrix Instrument Company of Houston, Texas, 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 \$157,294.60; and

WHEREAS, the bid of Metrix Instrument Company is less than the estimate for the Vibration Monitoring Upgrades 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 Metrix Instrument Company in the amount of \$157,294.60, for Vibration Monitoring Upgrades is hereby approved as the lowest responsible bid and the Mayor is hereby authorized to, on behalf of the City, execute the contract between the City of Grand Island and Metrix Instrument Company.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-6

**#2013-172 - Approving Bid Award - Fire Enclosure and Control Room Roof Replacements 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:** June 11, 2013

**Subject:** Fire Enclosure and Control Room Roof Replacements at  
Platte Generating Station

**Item #'s:** G-6

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

## **Background**

The fire enclosure roof is located on the fifth floor of the Platte Generating Station and is original to the plant. It is a 4-ply asphalt roof. Over time, the asphalt has degraded to the point that it leaks in many areas. This project involves replacing the roof and underlying insulation. The new roof will have a 90 mil EPDM surface with a 30-year warranty.

The control room roof was installed in 1995 and is located above the third floor control room area at the Platte Generating Station. The existing roof is a 60 mil EPDM roof and leaks in several locations. These leaks are over critical power plant controls in the control room. The project involves replacing the roof and underlying insulation. The new roof will have a 90 mil EPDM surface with a 30-year warranty.

## **Discussion**

The specifications for the Fire Enclosure and Control Room Roof Replacements were advertised and issued for bid in accordance with the City purchasing code. Bids were publicly opened on May 30, 2013. The engineer's estimate for this project was \$300,000.00.

Bidder	Bid Price	Optional 90-mil EPDM	Adjusted Bid Price
Weathercraft Co. Grand Island, NE	\$ 228,258.00	\$8,836.00	\$ 237,094.00

The bid was reviewed by plant engineering staff. The bid from Weathercraft Company recommended an upgrade to the 90-mil EPDM for better puncture resistance which is acceptable to plant engineering staff. Otherwise, their bid is compliant with specifications and less than the engineer's estimate.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council award the Contract for the Fire Enclosure and Control Room Roof Replacements to Weathercraft Company, of Grand Island, Nebraska, in the amount of \$237,094.00.

### **Sample Motion**

Move to approve the bid from Weathercraft Company for the Fire Enclosure and Control Room Roof Replacements at Platte Generation Station, in the amount of \$237,094.00.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** May 30, 2013 at 2:00 p.m.  
**FOR:** Fire Enclosure & Control Room Roof Replacement 2013  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$300,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** May 16, 2013  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

**Bidder:** Weathercraft Co.  
Grand Island, NE  
**Bid Security:** Universal Surety Co.  
**Exceptions:** Noted

**Bid Price:**  
**Material:** \$ 74,316.00  
**Labor:** \$ 95,668.00  
**Sales Tax:** ----  
**Total Bid:** \$228,258.00

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

Bob Smith, Assist. Utilities Director  
Jaye Monter, Finance Director  
Pat Gericke, Utilities Admin. Assist.  
Karen Nagel, Utilities Secretary

**P1653**

RESOLUTION 2013-172

WHEREAS, the City of Grand Island invited sealed bids for Fire Enclosure and Control Room Roof Replacement at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 30, 2013, bids were received, opened and reviewed; and

WHEREAS, Weathercraft Company 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 \$ 237,094.00; and

WHEREAS, the bid of Weathercraft Company is less than the estimate for the Fire Enclosure and Control Room Roof Replacement 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 Weathercraft Company, in the amount of \$237,094.00, for the Fire Enclosure and Control Room Roof Replacement at Platte Generating Station, is hereby approved as the lowest responsible bid and the Mayor is hereby authorized to, on behalf of the City, execute the contract between the City of Grand Island and Weathercraft Company.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-7

**#2013-173 - Approving 2014 Coal Purchase for Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** June 11, 2013

**Subject:** Bid Award –2014 Coal Supply Contract, Platte  
Generating Station – Utilities Department

**Item #'s:** G-7

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

On June 12, 2012, the City of Grand Island entered into an Agreement with Western Fuels Association for managing the purchase of coal for the Platte Generating Station. Western Fuels solicited bids on the purchase of 300,000 tons of coal that is needed for 2014.

Bids were evaluated on heat content of the bid coal, total delivered price including freight cost, and value of the sulfur content of the bid coal:

Heat Content – the heat content of Powder River Basin Coals can vary as much as 15%.

Freight Costs – are included in the evaluation to determine a total delivered cost at Platte Generating Station.

Sulfur Content – in order to operate a coal fired power plant, environmental regulation requires a plant to hold “Emissions Allowances” for regulated sulfur emissions. The allowances are regularly bought and sold by utilities as economic conditions warrant and EPA administers the markets. The price of sulfur allowances for use of each bid coal is a factor in the evaluation.

## **Discussion**

Western Fuels has provided the separately attached confidential analysis of the bids received. The Department concurs in Western Fuels Association recommendation that the



Coal Supply Contract for 2014 for approximately 300,000 tons be awarded to the low compliant bidder, Alpha Coal Sales from the Belle Ayr Mine.

### **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 Coal Supply Contract for 2014 with Alpha Coal Sales from the Belle Ayr Mine, for approximately 300,000 tons of coal.

### **Sample Motion**

Move to approve the Coal Supply Contract for 2014 with Alpha Coal Sales from the Belle Ayr Mine for approximately 300,000 tons of coal.

RESOLUTION 2013-173

WHEREAS, the City Electric Department through Western Fuels Association, invited bids for the 2014 Coal Supply for the Utilities Department, according to the contract specifications; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, Western Fuels Association reviewed and evaluated the bids for compliance with the specifications and for delivered cost; and

WHEREAS, Alpha Coal Sales, submitted bids in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Alpha Coal Sales, for the 2014 Coal Supply to Platte Generating Station for approximately 300,000 tons from the Belle Ayr Mine, is approved as the lowest responsive bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 7, 2013	☐ City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-8

**#2013-174 - Approving Microsoft Licensing Enterprise Agreement**

Staff Contact: Jaye Monter

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** June 11, 2013

**Subject:** Approving Microsoft Licensing Enterprise Agreement

**Item #'s:** G-8

**Presenter(s):** Jaye Monter, Finance Director

## **Background**

In 1997, the City of Grand Island installed a network at City Hall and made the determination to standardize the organization with Microsoft products. Since 2004 the City has entered into 3 year contracts for Microsoft license renewals. Council adopted Resolution 2010-169 approving an agreement for Microsoft software license renewals for a 3 year period which will end June 30, 2013.

This three year agreement provides licensing for Microsoft products installed on 499 qualified desktops, laptops and servers owned by the City of Grand Island with the exception of the Public Library. The Public Library receives separate Microsoft pricing through TechSoup, a 501(c)(3) nonprofit that provides donated and discounted products and services to nonprofits, charities, and public libraries.

The types of licenses included in this agreement are Windows Operating systems, Office Professional, Windows Servers, Exchange Email Server licenses, and Core Client Access licenses. Our agreement also includes Software Assurance benefits, which allow upgrades to the highest version release available throughout the term of the agreement.

## **Discussion**

Based on the number of users/desktops for the State of Nebraska pool, the City of Grand Island receives the lowest software pricing available for the proposed Microsoft Enterprise Agreement currently held by En Pointe Technologies Sales Inc., 18701 S. Figueroa St, Gardena, CA 90248, a Nebraska State Contract reseller. This agreement is for a term of 36 months beginning July 1, 2013 through June 30, 2016 and is payable in three annual installments of \$86,321.04 for a total of \$258,963.12. There is also a required annual true-up cost for changes each year. The final true-up cost for the last year

of contract ending June 2013 is \$1,713.00. The Microsoft Licensing agreement costs are included in the Information Technology Division budget.

### **Alternatives**

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

1. Approve the three year Enterprise Agreement of Microsoft licenses.
2. Disapprove or deny the agreement.
3. Modify the Resolution to meet the wishes of the Council

### **Recommendation**

City Administration recommends that the Council approve the new three year Microsoft licensing agreement for \$258,963.12, payable in three installments of \$86,321.04 with an annual true-up cost at the end of each year in June to cover added licenses during the year.

### **Sample Motion**

Move to approve the three-year Microsoft Licensing Agreement with En Pointe Technologies Sales Inc. in the amount of \$258,963.12, with an annual true-up cost at the end of each year in June to cover added licenses during the year.

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

Proposal ID/Framework ID

Previous Enrollment number  
(Reseller to complete)

5540791

Earliest expiring previous  
Enrollment end date <sup>1</sup>

06/30/13

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

**Term.** This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

**Product order.** The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.



"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

## **2. Purpose.**

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

## **3. Product Use Rights, Qualifying Systems Licenses and Transitions.**

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:



a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.

b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

c. **Transitions.** The following requirements apply to Transitions:

(i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.

(ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period

(iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.

(iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.

(v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

(i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.

(ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.

(iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.



#### 4. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
  - (i) Any future pricing (if applicable); and
  - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

#### 5. **Order requirements.**

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
  - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must order Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Microsoft partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.



- (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.
- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
- (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
- (iv) **Late true-up order.** If the true-up order is not received when due:
  - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
  - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
- (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
  - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.
- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.



- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

## **6. *Payment terms.***

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## **7. *End of Enrollment term and termination.***

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation



will be effective at the end of the month following 30 days after Microsoft has received the notice.

**(iii) Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**(iv) Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the agreement.

**e. Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.



## ***Enrollment Details***

### **1. Enrolled Affiliate's Enterprise.**

Use this section to identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes . Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity (must be legal entity name)\*** City of Grand Island

**Contact name\*** First Robyn Last Splattstoesser

**Contact email address\*** RobynS@grand-island.com

**Street address\*** 100 E 1ST ST

**City\*** Grand Island

**State/Province\*** NE

**Postal code\*** 68802-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** USA

**Phone\*** (308)385-5444 ext 188

**Tax ID**



*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as primary contact

**Name of entity\***

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\* -**

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone\***

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

**Microsoft account manager name:** Scott Ilvedson

**Microsoft account manager email address:** scilve@microsoft.com

- d. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator

**Name of entity\***

**Contact name\*: First Last**

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\***

**Country\***

**Phone\***

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- e. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** En Pointe Technologies Sales, Inc.

**Street address (PO boxes will not be accepted)\*** 1600 Providence Highway

**City\*** Walpole

**State/Province\*** MA

**Postal code\*** 02801

**Country\*** USA

**Contact name\*** Stacie Boulay

**Phone\*** 508 203 3021

**Contact email address\*** sboulay@enpointe.com

*\* indicates required fields*

The undersigned confirms that the information is correct.

**Name of Reseller\*** En Pointe Technologies Sales, Inc.

**Signature\***

*Stacie Boulay*

**Printed name\*** Stacie Boulay

**Printed title\*** Contracts Manager

**Date\*** 06/05/13

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

### **3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? No

# Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number  
Microsoft to complete for initial term  
Reseller to complete for renewal

**Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.**

☒ **Enterprise Products.** Choose platform option: Professional Desktop

**Qualified Devices:** 499

**Qualified Users:** 525

☐ **Enterprise Online Services<sup>1</sup>**

**Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order.** Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products <sup>2</sup>	Quantity
<b>Office Professional Plus</b>	
Office Pro Plus	499
Office Pro Plus for Office 365	
<b>Office 365 Plans<sup>1</sup></b>	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
<b>Client Access License (CAL). Choose 1 Option.</b>	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	525
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
<b>Windows Desktop</b>	
Windows OS Upgrade	499
Windows VDA	
<b>Windows Intune</b>	
Windows Intune	
Windows Intune Add-on <sup>3</sup>	
<b>Other Enterprise Products</b>	
Microsoft Desktop Optimization Pack (MDOP) <sup>4</sup>	



**If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:**

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

**Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):**

<b>Products<sup>2</sup></b>	
<input type="checkbox"/>	Office Pro Plus for Office 365
<input type="checkbox"/>	Office 365 (Plan E1)
<input type="checkbox"/>	Office 365 (Plan E2)
<input type="checkbox"/>	Office 365 (Plan E3)
<input type="checkbox"/>	Office 365 (Plan E4)
<input type="checkbox"/>	Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/>	Windows Intune
<input type="checkbox"/>	Windows Intune Add-on <sup>3</sup>

**This form must be attached to a signature form to be valid.**

## Program Signature Form

MBA/MBSA number

Agreement number 01E73268

Proposal ID

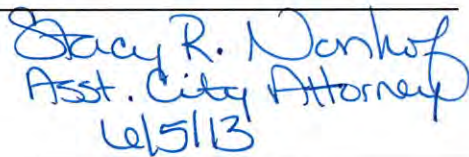
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-03621
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	X20-03622
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* City of Grand Island	
Signature* _____	
Printed First and Last Name* Jay Vavricek	 Stacy R. Wankhof Asst. City Attorney 6/5/13
Printed Title* Mayor	
Signature Date*	
Tax ID	

\* indicates required field

Microsoft Affiliate
Microsoft Licensing, GP
<b>Signature</b> _____ <b>Printed First and Last Name</b> _____ <b>Printed Title</b> _____ <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title*</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title*</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

**Prepared By:** Name of Preparer  
Email of Preparer







En Pointe Technologies Sales Inc.  
18701 S. Figueroa Street  
Gardena, CA 90248-4506  
Main (310) 337-5200  
www.enpointe.com

**En Pointe Contact**  
Bill Abrams

**Branch Office:**  
En Pointe - Corporate (IBM Sales)  
18701 S. Figueroa Street  
Gardena CA 90248-4506  
Ph: 310-337-5955  
Fax: 310-258-2301

<b>Customer Contact</b>	<b>Customer Notes</b>
	Year 1 Enterprise Agreement SA Renewal.
<b>Shipping Address</b>	<b>Purchase Order Details</b>
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	<b>PO#</b> WSCA-ADSP011-0000035-1 <b>PO Date</b> 06/03/2013 <b>Customer #</b> 1022293 <b>Delivery Date</b> 06/03/2013 <b>Delivery Terms</b> FOB Destination <b>Payment Terms</b> Net 25 <b>Gross Weight</b> LB <b>Ship Via</b> BW Best Way-3 to 7 days
<b>Sold-to Address</b>	
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	

**QUOTATION**

**30128135**  
Page 1 of 1

**Created**  
06/03/2013

**Expires**  
06/17/2013

**Created By**  
Muhammad Sufyan

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
10	<b>W06-01072</b> <b>Microsoft.</b>	CoreCAL ALNG SA MVL Pltfrm UsrCAL	3-5 days*	37.08	525	19,467.00
20	<b>269-12442</b> <b>Microsoft.</b>	OfficeProPlus ALNG SA MVL Pltfrm	3-5 days*	85.92	499	42,874.08
30	<b>K4U-00265</b> <b>Microsoft.</b>	WinProw/MDOP ALNG SA MVL Pltfrm	3-5 days*	37.92	499	18,922.08
40	<b>P73-05898</b> <b>Microsoft.</b>	WinSvrStd ALNG SA MVL 2Proc	3-5 days*	142.44	23	3,276.12
50	<b>P71-07282</b> <b>Microsoft.</b>	WinSvrDataCtr ALNG SA MVL 2Proc	3-5 days*	776.64	2	1,553.28
60	<b>312-02257</b> <b>Microsoft.</b>	ExchgSvrStd ALNG SA MVL	3-5 days*	114.24	2	228.48

\*Shipping time is approximate. Actual delivery times may vary. Contact your sales rep for more details.

For our standard and promo price terms and conditions, please visit [www.endpointe.com/terms](http://www.endpointe.com/terms) and [www.endpointe.com/promo](http://www.endpointe.com/promo) respectively.

En Pointe can provide same day shipment for over \$2 billion worth of Computer products from thousands of manufacturers/publishers.

With over 250,000 available SKU's, finding the right product and tracking your orders is easy with our E-procurement tool, [www.accesspointe.com](http://www.accesspointe.com).

<b>Sub Total</b>	\$	<b>86,321.04</b>
<b>EWR Total</b>	\$	<b>0.00</b>
<b>Freight Total</b>	\$	<b>0.00</b>
<b>Taxable Amount</b>	\$	<b>0.00</b>
<b>Sales Tax - State</b>	\$	<b>0.00</b>
<b>Sales Tax - Local</b>	\$	<b>0.00</b>
<b>Total Taxes</b>	\$	<b>0.00</b>
<b>Total Amount</b>	\$	<b>86,321.04</b>

<b>Customer Acceptance</b>	
A Signature and submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Inc to purchase the above referenced goods and/or services.	Name _____ PO Number _____
Further, Customer agrees to pay all invoices related to this order according to the terms and conditions specified by En Pointe Technologies Inc, which are available at <a href="http://www.endpointe.com/invoiceterms.asp">www.endpointe.com/invoiceterms.asp</a> .	Email _____ Signature _____
	Phone _____ Date _____

## RESOLUTION 2013-174

WHEREAS, the Information Technology Division of the Finance Department continually works on maintaining the City's computer network, computer hardware, software, etc.; and

WHEREAS, due to the number of computer users and devices, and the constant need for computer upgrades, it is imperative to consistently maintain the entire city network system; and

WHEREAS, on June 22, 2010 by Resolution 2010-169, the City Council of the City of Grand Island authorized the Information Technology Division of the Finance Department to renew software license agreements which include a three-year term expiring June 30, 2013; and

WHEREAS, the City of Grand Island can utilize the State of Nebraska negotiated pricing to renew the Enterprise Agreement for a period of three years expiring June 30, 2016; and

WHEREAS, the Enterprise agreements have been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the software three-year Microsoft Enterprise Agreement to En Pointe Technologies Sales Inc. a Nebraska State Contract reseller at a cost of \$258,963.12 to be paid in three annual installments of \$86,321.04 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 7, 2013	☐ City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-9

**#2013-175 - Approving Microsoft Select Plus Agreement Renewal**

Staff Contact: Jaye Monter

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** June 11, 2013

**Subject:** Approving Microsoft Select Plus Agreement

**Item #'s:** G-9

**Presenter(s):** Jaye Monter, Finance Director

## **Background**

The current Microsoft Select Plus agreement with the State of Nebraska is expiring June 30, 2013. In order for the City of Grand Island to continue benefiting from purchasing software from the Microsoft Select Plus agreement a new enrollment form must be signed prior to its expiration.

## **Discussion**

The Microsoft Select Plus Agreement saves the City money by allowing the City of Grand Island to make software purchases from a reseller without ongoing annual maintenance payments. This agreement also provides a license tracking tool by centralizing all purchases to a unique customer ID for the City of Grand Island.

*Signing this agreement does not obligate* the City of Grand Island to purchase any software but gives the City another option to pick the most competitive pricing for software needs of each City department. All purchases made under this agreement would follow City procurement rules.

## **Alternatives**

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

1. Approve signing the Microsoft Select Plus Agreement allowing City departments access to price savings on Microsoft Software purchases.
2. Disapprove or deny the agreement.
3. Modify the Resolution to meet the wishes of the Council



## **Recommendation**

City Administration recommends that the Council approve signing the Microsoft Select Plus Agreement to allow additional competitive software pricing opportunities.

## **Sample Motion**

Move to approve signing the Microsoft Select Plus Agreement.

# Select Plus Affiliate Registration Form

# State and Local

Registration Type <i>Reseller to complete</i>	Lead Affiliate <input type="checkbox"/> Additional Affiliate <input checked="" type="checkbox"/>	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	63431543
Agreement Number Microsoft or Reseller to complete	6112414	Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>		Change Affiliate Anniversary Month <i>Reseller to complete</i>	July

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

**Qualifying systems Licenses.** The operating system Licenses granted under this program are upgrade Licenses only. *Full operating system Licenses are not available under this program.* If Customer selects the Windows Desktop Operating System Upgrade, all qualified desktops on which the Customer runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Exclusions are subject to change when new versions of Windows are released.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

## 1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity\*** City of Grand Island  
**Contact name\***: First Robyn Last Splattstoesser  
**Contact email address\*** robyns@grand-island.com  
**Street address\*** 100 E 1<sup>st</sup> St  
**City\*** Grand Island  
**State\*** NE  
**Postal code\*** 68801  
**Country\*** USA  
**Phone\*** (308)385-5444 ext 188

**Tax ID**

*\* indicates required fields*

**2. Notices and online administrator.**

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact

**Name of entity\***

**Contact name\*: First Last**

**Contact email address\***

**Street address\***

**City\***

**State\***

**Postal code\***

**Country\***

**Phone\***

☐ This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

*\* indicates required fields*

**3. Language preference.**

Select the language for notices. English

**5. Reseller information.**

**Reseller company name\*** En Pointe Technologies Sales, Inc

**Street address (PO boxes will not be accepted)\*** 1600 Providence Highway

**City\*** Walpole

**State\*** MA

**Postal code\*** 02081

**Country\*** USA

**Contact name\*** Stacie Boulay

**Phone\*** 508-203-3021

**Contact email address\*** sboulay@enpointe.com

*\* indicates required fields*

The undersigned confirms that the information is correct.

**Name of Reseller\*** En Pointe Technologies Sales, Inc.

**Signature\***

*Stacie Boulay*

**Printed name\*** Stacie Boulay

**Printed title\*** Contracts Manager

**Date\*** 06/05/13

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

## 6. **Supplemental Contacts.**

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

## 7. **Software Assurance Membership Election.**

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
Applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Servers	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Note:** If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.

**Only valid if attached to a signature form.**



# Program Signature Form

MBA/MBSA number

Agreement number 6112414

--

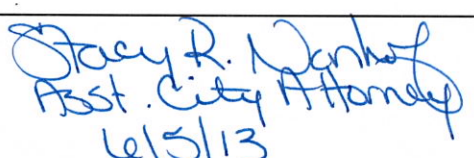
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* City of Grand Island	
Signature* _____	
Printed First and Last Name* Jay Vavricek	 ASST. CITY ATTORNEY 6/5/13
Printed Title* Mayor	
Signature Date*	
Tax ID 47-6006205	

\* indicates required field

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature _____	
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Effective Date _____ (may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title* _____
Signature Date* _____

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title* _____
Signature Date* _____

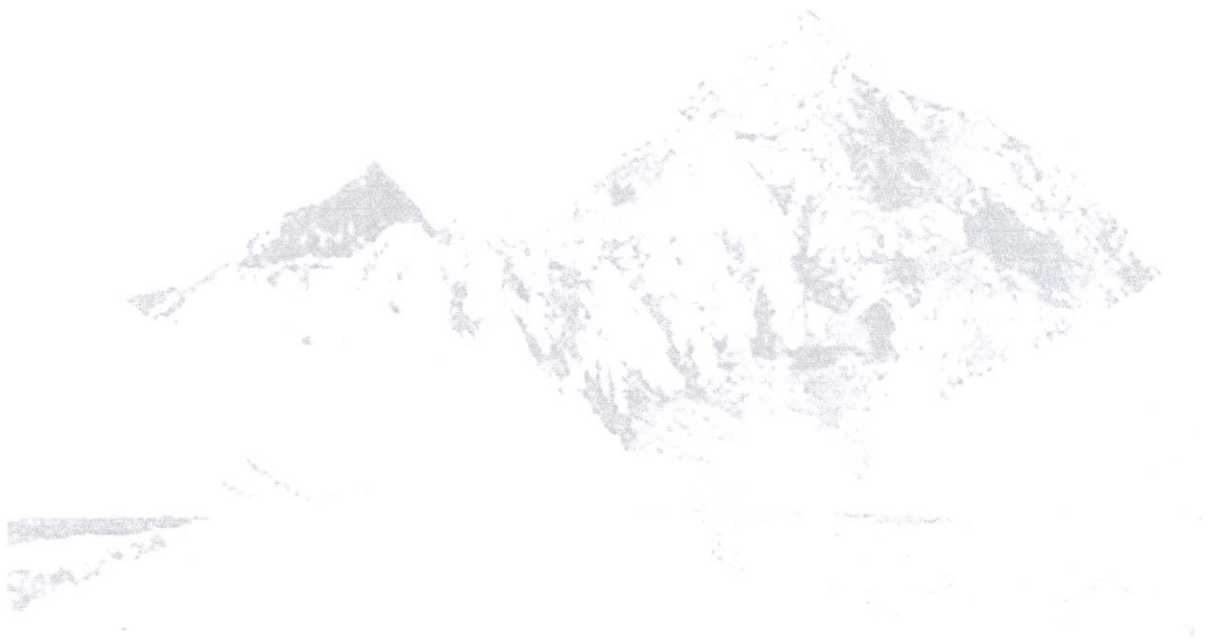
\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

**Prepared By:** Name of Preparer  
Email of Preparer



RESOLUTION 2013-175

WHEREAS, the Information Technology Division of the Finance Department continually works on cost effective opportunities for purchases pertaining to City's computer network, computer hardware, software, etc.; and

WHEREAS, there is a need to purchase Microsoft software licenses for City owned devices by all departments; and

WHEREAS, the City of Grand Island by enrolling in the Microsoft Select Plus agreement allows software license pricing without additional annual maintenance costs, better known as Software Assurance, for one time purchases; and

WHEREAS, the City of Grand Island can benefit from an additional purchasing opportunity at a cost below retail prices by this enrollment; and

WHEREAS, the Microsoft Select Plus agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Microsoft Select Plus agreement enrollment for reduced cost purchasing opportunities is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney





# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-10

**#2013-176 - Approving Concurrence of Bid Award with Nebraska Department of Roads to Van Kirk Sand and Gravel, Inc. for the Construction Contract on US-30 Drainage Improvement Project No. URB-30-4(158)**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Scott Griepenstroh, Project Manager

**Meeting:** June 11, 2013

**Subject:** Approving Selection of Van Kirk Sand and Gravel Inc. for the Construction Contract for the US-30 Drainage Improvement Project

**Item #'s:** G-10

**Presenter(s):** John Collins, Public Works Director

## **Background**

All agreements must be approved by the City Council.

The purpose of the US-30 Drainage Improvement project is to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will significantly reduce the likelihood of flooding during storm events on Second Street. The project includes constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which will provide drainage relief in those areas as well.

Other benefits the project will provide to the community include reconstruction of sidewalk ramps to Americans with Disabilities Act standards, construction of new concrete pavement, and relief for storm sewer draining Third Street north of the project area.

This project will receive Federal Funding through the Surface Transportation Program (STP). The project will improve drainage improvements to areas not eligible for Federal Funding and, as per a February 2011 Drainage Study Report, the Federal Highway Administration (FHWA) agreed to participate on only 77% of the construction and utility relocation costs, which STP funding would then be applied on an 80/20 basis. The funding split for eligible construction and utility relocation costs is 61.6% Federal Aid and 38.4% local funds.

On November 13, 2012, City Council approved Supplemental Agreement No. 1 with the Nebraska Department of Roads (NDOR) for clarification on the Federal share payable for

the eligible and participating costs of the Preliminary Engineering, Right-of-Way and Construction phases of this project.

On May 14, 2013, City Council approved Supplemental Agreement No. 2 for limiting future obligations for the US Highway 30 Drainage Improvement Project. Funding shortfalls were caused by the current highway funding and authorization bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21). To address the funding shortage, NDOR agreed to provide more funds to deliver projects already programmed through STP funds with First Class Cities, but required these projects to be limited. Under Supplemental Agreement No. 2 the maximum amount of STP funds that can be obligated for all project costs is \$1,011,495. The maximum amount that can be obligated for construction costs is 61.6% of \$1,146,000, or \$705,936.

### **Discussion**

As specified in the Program Agreement with NDOR, the State advertised and conducted the letting for this project. Two bids were received and opened on May 23, 2013. The bids were submitted in compliance with the contract, plans and specifications. The bid tabulations are included with this Council item.

<i><b>Bidder</b></i>	<i><b>Exceptions</b></i>	<i><b>Bid</b></i>
Van Kirk Sand and Gravel, Inc. of Sutton, NE	None	\$1,266,133.70
The Diamond Engineering Company of Grand Island, NE	None	\$1,284,295.89

Since the lowest bid exceeds the maximum amount for construction costs specified in Supplemental Agreement No. 2, the City of Grand Island will be responsible for 100% of the construction costs in excess of \$1,146,000. The total City costs for construction was originally estimated to be \$440,064, but are now estimated to be \$560,198; a difference of \$120,134.00.

Public Works and the NDOR Contracts Section have reviewed the bids and determined them to be acceptable. A recent increase in construction activity regionally is considered as one cause for contractors submitting higher bid prices. It is unlikely that re-advertising the project will result in lower bids.

In order for the project to remain eligible for Federal funding, the project must be awarded prior to September 30, 2013. Also, in order to avoid conflicts with the Various Locations (Resurfacing) project, the US-30 Drainage Improvement Project must be completed in the spring of 2014.

The tentative start date for construction is July 29, 2013. The project is expected to be completed in May, 2014. Public Works staff is currently in the process of negotiating the scope and fee for Construction Engineering services with Kirkham, Michael & Associates, Inc.

## **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 approves the selection of Van Kirk Sand and Gravel, Inc. of Sutton, Nebraska for the Construction Contract for the US-30 Drainage Improvement Project.

## **Sample Motion**

Motion to approve the agreement.



Dave Heineman  
Governor

## STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., Director – State Engineer  
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759  
Phone (402) 471-4567 • FAX (402) 479-4325 • www.dor.state.ne.us

May 24, 2013

CITY OF GRAND ISLAND  
C/O CITY CLERK  
100 EAST FIRST STREET  
BOX 1968  
GRAND ISLAND NE 68802-1968



RE: Federal Aid Project No. URB-30-4(158)  
Letting Date: May 23, 2013

We have enclosed a resolution on the above project for your consideration. It has been prepared by using the bid tabulations to select the low bidder(s) to whom a contract(s) should be awarded.

Please take action on this resolution immediately. We need to have the completed resolution in this office by Wednesday, June 12, 2013, so we can comply with the laws concerning award or rejection of this project.

You may want to consider the following before taking official action:

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is above the estimated cost of \$1,130,650.50. This estimate is confidential and is furnished for your information only.

Complete the blanks at the bottom of the resolution showing your official action and have the mayor sign in the space provided. Return the original to the Department of Roads, Contract Lettings Section, and keep the copy for your records.

This resolution gives authority for your mayor to sign the contract(s) that will be mailed to you at a later date.

If you have any questions, call this office (402) 479-4525.

Sincerely,

Karen McCord  
Highway Contracts Technician  
Contract Lettings Section  
Construction Division

KM/Z1-C

Xc: Mick Syslo  
Wes Wahlgren, District Four Engineer  
City Engineer  
File

An Equal Opportunity/Affirmative Action Employer

NEBRASKA DEPARTMENT OF ROADS

## VENDOR RANKING

CALL ORDER : 405  
 LETTING DATE : 05/23/13  
 CONTRACT DESCRIPTION :  
 US-30 DRAINAGE IMPROVEMENT, GRAND ISLAND

CONTRACT ID : 4352AX  
 DISTRICT : 4

COUNTIES : HALL  
 PROJECT(S) : URB-30-4 (158)

VENDOR NO.	BID NOTES
------------	-----------

RANK	VENDOR NO. / NAME	TOTAL		OVER	
		BID		LOW BID	
1	1749 VAN KIRK SAND & GRAVEL, INC.	\$ 1,266,133.70		100.0000%	
2	0013 THE DIAMOND ENGINEERING COMPANY	\$ 1,284,295.89		101.4345%	

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 05/23/13  
PAGE : 405 -3

CALL ORDER : 405  
LETTING DATE : 05/23/13 1:30 PM

CONTRACT ID : 4352AX  
DISTRICT : 4

COUNTIES : HALL

TABULATION OF BIDS

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION		QUANTITY	( 1 ) 1749 IVAN KIRK SAND & GRAVEL, INC	( 2 ) 0013 DIAMOND ENGINEERING COMPANY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 GROUP 1 GRADING								
0001 0030.10	MOBILIZATION	LUMP	10000.00000	10000.00	6000.00000	6000.00		
0002 1000.00	LARGE TREE REMOVAL	7.000 EACH	510.00000	3570.00	700.00000	4900.00		
0003 1009.00	GENERAL CLEARING AND GRUBBING	LUMP	1000.00000	1000.00	2000.00000	2000.00		
0004 1016.00	RE-ESTABLISH PROPERTY CORNER	11.000 EACH	500.00000	5500.00	325.00000	3575.00		
0005 1101.00	REMOVE PAVEMENT	7406.000 SY	4.80000	35548.80	6.50000	48139.00		
0006 1101.25	SAWING PAVEMENT	4064.000 LF	3.50000	14224.00	3.50000	14224.00		
0007 1106.00	REMOVE DRIVEWAY	546.000 SY	6.50000	3549.00	6.50000	3549.00		
0008 1107.00	REMOVE WALK	734.000 SY	6.50000	4771.00	3.50000	2569.00		
0009 1108.00	REMOVE COMBINATION CURB AND GUTTER	494.000 LF	8.00000	3952.00	5.50000	2717.00		
0010 1109.00	REMOVE CURB	14.000 LF	8.00000	112.00	2.90000	40.60		
0011 1111.00	REMOVE FENCE	120.000 LF	12.00000	1440.00	6.80000	816.00		
0012 1019.20	EROSION CONTROL, CLASS 2A	273.000 SY	3.85000	1051.05	4.00000	1092.00		
0013 1022.11	FABRIC SILT FENCE-LOW POROSITY	98.000 LF	6.00000	538.00	8.70000	852.60		
0014 1022.12	FABRIC SILT FENCE-HIGH POROSITY	79.000 LF	6.00000	474.00	10.70000	845.30		
SECTION TOTALS			\$	85,779.85	\$	91,319.50	\$	0.00
SECTION 0002 GROUP 3 CONCRETE PAVEMENT								
0015 0002.76	PERMANENT PAVEMENT MARKING, PAINT	95.000 LF	40.00000	3800.00	18.50000	1757.50		
0016 0030.30	MOBILIZATION	LUMP	22000.00000	22000.00	25000.00000	25000.00		
0017 1103.01	REMOVE BRICK PAVER AND REINSTALL	3.000 SY	150.00000	450.00	61.00000	183.00		

ORIGINAL

DATE : 05/23/13  
PAGE : 405 -4

NEBRASKA DEPARTMENT OF ROADS

TABULATION OF BIDS

CALL ORDER : 405  
LETTING DATE : 05/23/13 1:30 PM

CONTRACT ID : 4352AX  
DISTRICT : 4

COUNTIES : HALL

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 1749		( 2 ) 0013		( 3 )	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0018 2010.00	40.000 CY	52.00000	2080.00	39.00000	1560.00		
CRUSHED ROCK SURFACE COURSE							
0019 3008.05	1490.000 EACH	6.00000	8940.00	5.50000	8195.00		
TIE BARS							
0020 3013.10	14.000 LF	40.00000	560.00	35.20000	492.80		
CONCRETE CLASS 47B-3000 BARRIER CURB							
0021 3014.11	494.000 LF	32.00000	15808.00	21.20000	10472.80		
COMBINATION CONCRETE CLASS 47B-3500							
CURB AND GUTTER							
0022 3016.21	799.000 SY	40.00000	31960.00	35.60000	28444.40		
CONCRETE CLASS 47B-3000 SIDEWALKS							
0023 3016.39	496.000 SF	28.00000	13888.00	22.70000	11259.20		
DETECTABLE WARNING PANEL							
0024 3020.20	476.000 SY	38.00000	18088.00	39.30000	18706.80		
CONCRETE CLASS 47B-3500 DRIVEWAY 5"							
0025 3020.32	119.000 SY	50.00000	5950.00	43.70000	5200.30		
CONCRETE CLASS 47B-HE-3500 DRIVEWAY 5"							
0026 3075.12	4785.000 SY	43.00000	205755.00	36.00000	172260.00		
6" CONCRETE PAVEMENT, CLASS 47B-3500							
0027 3075.32	1839.000 SY	48.00000	88272.00	43.50000	79996.50		
8" CONCRETE PAVEMENT, CLASS 47B-3500							
0028 3091.00	532.000 SY	55.00000	29260.00	41.50000	22078.00		
CONCRETE PAVEMENT, CLASS 47B-HE-3500 6"							
0029 3091.18	204.000 SY	56.00000	11424.00	50.80000	10363.20		
8" CONCRETE PAVEMENT CLASS 47B-HE-3500							
0030 3091.20	26.000 SY	65.00000	1690.00	66.50000	1729.00		
10" CONCRETE PAVEMENT CLASS 47B-HE-3500							
0031 4012.29	1.000 EACH	800.00000	800.00	1285.00000	1285.00		
RECONSTRUCT CURB INLET							
0032 4015.00	1.000 EACH	500.00000	500.00	380.00000	380.00		
ADJUST MANHOLE TO GRADE							
0033 7309.90	5.000 EACH	85.00000	425.00	149.00000	745.00		
REMOVE AND REINSTALL PARKING STALL STOP							
0034 7500.41	1.000 EACH	800.00000	800.00	774.00000	774.00		
ONLY, PREFORMED PAVEMENT MARKING, TYPE							
4, GROOVED							
0035 7500.43	2.000 EACH	500.00000	1000.00	710.00000	1420.00		
ARROW, PREFORMED PAVEMENT MARKING, TYPE							
4 GROOVED							



CALL ORDER : 405  
LETTING DATE : 05/23/13 1:30 PM

CONTRACT ID : 4352AX  
DISTRICT : 4

COUNTIES : HALL

TABULATION OF BIDS

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 1749		( 2 ) 0013		( )	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0036 7500.44	1.000 EACH	450.00000	450.00	487.30000	487.30		
LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4 GROOVED							
0037 7500.71	2.000 EACH	1100.00000	2200.00	1235.00000	2470.00		
RIGHT/THRU ARROW, PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED							
0038 7515.34	167.000 LF	100.00000	16700.00	159.40000	26619.80		
4" WHITE WET REFLECTIVE POLYUREA PAVEMENT MARKING, GROOVED							
0039 7515.38	71.000 LF	112.00000	7952.00	159.40000	11317.40		
12" WHITE WET REFLECTIVE POLYUREA PAVEMENT MARKING, GROOVED							
0040 9034.00	595.000 SY	4.00000	2380.00	3.20000	1904.00		
PREPARATION OF INTERSECTIONS AND DRIVEWAYS							
0041 9111.00	24.000 MGAL	35.00000	840.00	70.00000	1680.00		
WATER							
0042 9173.20	7386.000 SY	3.50000	25851.00	3.60000	26589.60		
SUBGRADE PREPARATION							
SECTION TOTALS		\$	519,823.00	\$	473,370.60	\$	0.00
SECTION 0003 GROUP 4 CULVERTS							
0043 0030.40	LUMP	22000.00000	22000.00	6530.00000	6530.00		
MOBILIZATION							
0044 1117.00	1.000 EACH	600.00000	600.00	254.80000	254.80		
REMOVE MANHOLE							
0045 1119.00	2.000 EACH	500.00000	1000.00	155.00000	310.00		
REMOVE INLET							
0046 4002.00	1250.000 LB	2.65000	3312.50	3.20000	4000.00		
CAST IRON COVER AND FRAME							
0047 4003.00	10440.000 LB	2.20000	22968.00	2.60000	27144.00		
CAST IRON COVER, FRAME, AND FLANGE							
0048 4005.00	690.000 LB	2.30000	1587.00	2.60000	1794.00		
CAST IRON RING AND COVER							
0049 4016.00	14.000 EACH	4250.00000	59500.00	5075.00000	71050.00		
MANHOLE TYPE-A							
0050 4016.01	1.000 EACH	20000.00000	20000.00	24140.00000	24140.00		
MANHOLE TYPE-B							

CALL ORDER : 405  
LETTING DATE : 05/23/13 1:30 PMCONTRACT ID : 4352AX  
DISTRICT : 4

COUNTIES : HALL

## TABULATION OF BIDS

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 1749		( 2 ) 0013	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0051 4016.02 MANHOLE TYPE-C	5.000 EACH	6500.00000	32500.00	5680.00000	28400.00
0052 4043.50 REMOVE SEWER PIPE	373.000 LF	15.00000	5595.00	9.80000	3655.40
0053 4105.59 CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	21.960 CY	510.00000	11199.60	865.50000	19006.38
0054 4107.07 CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	4.710 CY	525.00000	2472.75	666.50000	3139.22
0055 4155.50 REINFORCING STEEL FOR INLET AND JUNCTION BOX	2159.000 LB	1.50000	3238.50	1.90000	4102.10
0056 4157.00 REINFORCING STEEL FOR COLLARS	320.000 LB	2.00000	640.00	2.30000	736.00
0057 4210.15 BAR GRATE FOR 15" FLARED-END SECTION	1.000 EACH	550.00000	550.00	567.00000	567.00
0058 4230.48 BAR GRATE FOR 48" CONCRETE FLARED-END SECTION	1.000 EACH	1210.00000	1210.00	1591.00000	1591.00
0059 4310.15 15"-FLARED-END SECTION	1.000 EACH	480.00000	480.00	478.00000	478.00
0060 4460.48 48" CONCRETE FLARED-END SECTION	1.000 EACH	1350.00000	1350.00	1697.00000	1697.00
0061 4670.05 CULVERT SANDFILL	4.000 CY	125.00000	500.00	30.00000	120.00
0062 4731.15 15" STORM SEWER PIPE TYPE C-905	65.000 LF	50.00000	3250.00	59.30000	3854.50
0063 4731.36 36" STORM SEWER PIPE TYPE C-905	171.000 LF	145.00000	24795.00	199.90000	34182.90
0064 4762.08 8" DUCTILE IRON SEWER PIPE	75.000 LF	70.00000	5250.00	157.25000	11793.75
0065 4766.12 12" DUCTILE IRON PIPE	75.000 LF	80.00000	6000.00	70.00000	5250.00
0066 4900.25 CURB INLET SEDIMENT FILTER	14.000 EACH	125.00000	1750.00	68.50000	959.00
0067 P700.15 15" STORM SEWER PIPE, TYPE 1,7 OR 8	247.000 LF	48.00000	11856.00	40.30000	9954.10
0068 P700.30 30" STORM SEWER PIPE, TYPE 1,7 OR 8	1,7 OR 8 381.000 LF	62.00000	23622.00	69.10000	26327.10

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 05/23/13  
PAGE : 405 -7

TABULATION OF BIDS

CALL ORDER : 405  
LETTING DATE : 05/23/13 1:30 PM  
CONTRACT ID : 4352AX  
DISTRICT : 4  
COUNTIES : HALL

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 1749		( 2 ) 0013		( )	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
VAN KIRK SAND & GRAVEL, INC   DIAMOND ENGINEERING COMPANY							
0069 P700.36	2636.000 LF	82.50000	217470.00	88.50000	233286.00		
36" STORM SEWER PIPE, TYPE 1,7 OR 8							
0070 P702.48	131.000 LF	135.00000	17685.00	145.30000	19034.30		
48" STORM SEWER PIPE, TYPE 1							
0071 P775.36	100.000 LF	120.00000	12000.00	122.20000	12220.00		
36" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1							
0072 W800.09	2.000 EACH	500.00000	1000.00	87.60000	175.20		
REMOVE PLUG							
SECTION TOTALS		\$	515,381.35	\$	555,751.75	\$	0.00
SECTION 0004 GROUP 4A WATER MAIN							
0073 0030.40	LUMP	5500.00000	5500.00	1750.00000	1750.00		
MOBILIZATION							
0074 4766.06	244.000 LF	45.00000	10980.00	66.90000	16323.60		
6" DUCTILE IRON PIPE							
0075 W101.00	7.000 EACH	1000.00000	7000.00	270.00000	1890.00		
WATER STOPPER / LINE STOP							
0076 W176.01	730.000 LF	18.00000	13140.00	32.60000	23798.00		
1" COPPER WATER SERVICE							
0077 W176.54	12.000 EACH	650.00000	7800.00	845.00000	10140.00		
WATER SERVICE							
0078 W180.00	7.000 CY	165.00000	1155.00	463.00000	3241.00		
CONCRETE CLASS 47B-3500 FOR BLOCKS AND ANCHORAGES							
0079 W180.10	390.000 LB	2.00000	780.00	3.20000	1248.00		
REINFORCING STEEL FOR BLOCKS AND ANCHORAGES							
0080 W200.46	48.000 EACH	48.00000	2304.00	85.70000	4113.60		
6" RETAINER GLAND							
0081 W355.25	8.000 EACH	400.00000	3200.00	202.50000	1620.00		
6" SOLID SLEEVE							
0082 W357.16	16.000 EACH	250.00000	4000.00	312.10000	4993.60		
6"- 45 DEGREE BEND							
0083 W357.20	1.000 EACH	285.00000	285.00	384.30000	384.30		
6"- 90 DEGREE BEND							
0084 W800.90	1.000 EACH	2000.00000	2000.00	1265.00000	1265.00		
REMOVE AND RESET HYDRANT							
SECTION TOTALS		\$	58,144.00	\$	70,767.10	\$	0.00
SECTION 0005 GROUP 5 SEEDING							

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 05/23/13  
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TABULATION OF BIDS

CALL ORDER : 405  
LETTING DATE : 05/23/13 1:30 PM

CONTRACT ID : 4352AX  
DISTRICT : 4

COUNTIES : HALL

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 1749 VAN KIRK SAND & GRAVEL, INC	( 2 ) 0013 DIAMOND ENGINEERING COMPANY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0085 0030.50 MOBILIZATION	LUMP	3000.00000	3000.00	515.00000	515.00		
0086 1001.03 SEEDING, TYPE C	0.380 ACRE	3000.00000	1140.00	4817.20000	1830.54		
0087 1010.00 SODDING	2779.000 SY	6.00000	16674.00	8.10000	22509.90		
0088 1032.80 HYDROMULCH	0.500 TON	5000.00000	2500.00	6410.00000	3205.00		
SECTION TOTALS		\$	23,314.00	\$	28,060.44	\$	0.00
SECTION 0006 GROUP 10 GENERAL ITEMS							
0089 0001.08 BARRICADE, TYPE II	3758.000 BDAY	0.50000	1879.00	0.50000	1879.00		
0090 0001.10 BARRICADE, TYPE III	3566.000 BDAY	1.75000	6240.50	2.60000	9271.60		
0091 0001.90 SIGN DAY	3980.000 EACH	0.50000	1990.00	1.10000	4378.00		
0092 0001.99 CONTRACTOR FURNISHED SIGN DAY	1681.000 EACH	0.50000	840.50	1.70000	2857.70		
0093 0002.30 PAVEMENT MARKING REMOVAL	205.000 LF	4.30000	881.50	1.00000	205.00		
0094 0002.44 TEMPORARY PAVEMENT MARKING, TYPE PAINT	642.000 LF	5.00000	3210.00	0.60000	385.20		
0095 0002.97 FLASHING ARROW PANEL	55.000 DAY	200.00000	11000.00	90.00000	4950.00		
0096 0003.06 CHANGEABLE MESSAGE SIGN	28.000 DAY	250.00000	7000.00	207.00000	5796.00		
0097 0003.10 FLAGGING	30.000 DAY	250.00000	7500.00	200.00000	6000.00		
0098 0030.00 MOBILIZATION	LUMP	5000.00000	5000.00	6000.00000	6000.00		
0099 1017.50 CONSTRUCTION STAKING AND SURVEYING	LUMP	15000.00000	15000.00	18000.00000	18000.00		
0100 9110.01 RENTAL OF LOADER, FULLY OPERATED	10.000 HOUR	50.00000	500.00	95.50000	955.00		
0101 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	10.000 HOUR	50.00000	500.00	92.30000	923.00		
0102 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	10.000 HOUR	50.00000	500.00	71.60000	716.00		

CALL ORDER : 405  
LETTING DATE : 05/23/13 1:30 PM

CONTRACT ID : 4352AX  
DISTRICT : 4

COUNTIES : HALL

TABULATION OF BIDS

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 1749		( 2 ) 0013	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0103 9110.27	10.000 HOUR	85.00000	850.00	135.00000	1350.00
RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED					
0104 1022.90	200.000 LF	4.00000	800.00	6.80000	1360.00
TEMPORARY SILT FENCE					
SECTION TOTALS		\$	63,691.50	\$	65,026.50
CONTRACT TOTALS		\$	1,266,133.70	\$	1,284,295.89

RESOLUTION 2013-176

WHEREAS, the Nebraska Department of Roads invited sealed bids on behalf of the City of Grand Island for the construction of the US-30 Drainage Improvement Project No. URB-30-4(158), according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on May 23, 2013 bids were received, opened, and reviewed; and

WHEREAS, Van Kirk Sand and Gravel, Inc. of Sutton, 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 \$1,266,133.70; and

WHEREAS, Van Kirk Sand and Gravel, Inc.'s bid was above the engineer's estimate for the project, however it is believed to be fair and reasonable, as the two (2) bids received on the project are within 1.4% of each other: and

WHEREAS, if for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal Funds are allowed and paid; and

WHEREAS, the City Council hereby concurs in the selection of the above mentioned contractor for the project work listed, to whom the contract should be awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Kirk Sand and Gravel, Inc. of Sutton, Nebraska in the amount of \$1,266,133.70 for the construction of the US-30 Drainage Improvement Project No. URB-3-4(158) 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, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 7, 2013	☐ City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-11

**#2013-177 - Approving Concurrence of Bid Award with Nebraska Department of Roads to The Diamond Engineering Company for the Construction Contract on Walk to Walnut Project No. SRTS-40(57)**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Scott Griepentstroh, Project Manager

**Meeting:** June 11, 2013

**Subject:** Approving Selection of The Diamond Engineering Company for the Construction Contract for the Walk to Walnut Project

**Item #'s:** G-11

**Presenter(s):** John Collins, Public Works Director

## **Background**

All agreements must be approved by the City Council.

The Walk to Walnut project will realign the main driveway to Walnut Middle School with the intersection of 15th Street and Custer Avenue and install traffic signals. This project is mostly funded with Safe Routes to School (SRTS) funds authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users (SAFETEA-LU). These funds are administered by the Nebraska Department of Roads (NDOR).

The new driveway will be constructed through the Custer and Fifteenth Mini-park. A permanent easement was granted to Grand Island Public Schools for the driveway. Traffic signal poles and public sidewalk will be constructed on the edge east of the Mini-park at the intersection of the new driveway and Custer Avenue. This project will improve traffic flow by Walnut Middle School, improve safety for students crossing Custer Avenue, and encourage more students to walk and bicycle to school.

The City Council approved the program agreement with the Nebraska Department of Roads for Safe Routes to School Program Funding for the Walk to Walnut Project on August 28, 2007. This project was initially anticipated to be completed in 2008, but changes in Federal Highway funded projects caused significant delays. Increased environmental clearance requirements, most notably the process for converting a portion of the Mini-park to use as a driveway, caused the majority of delays.



The original funding limit for this project was set at \$249,004.00. The funding limit was recently removed and Federal Aid will be used to pay for 100% of the costs for construction, construction engineering and utility relocation.

## **Discussion**

As per the Program Agreement with NDOR, the State advertised and conducted the letting on behalf of the City of Grand Island. On April 25, 2013, bids were advertised on the NDOR Contract Lettings website for the Walk to Walnut Project. One bid was received and opened on May 23, 2013. The bid was submitted in compliance with the contract, plans and specifications. The bid tabulation is included with this Council item.

<i><b>Bidder</b></i>	<i><b>Exceptions</b></i>	<i><b>Bid</b></i>
The Diamond Engineering Company of Grand Island, NE	None	\$337,104.36

The sole bid exceeds the NDOR estimated total cost of \$295,446.25. Public Works and the NDOR Contracts Section reviewed the sole bid and determined it to be acceptable. A recent increase in construction activity regionally is considered as one cause for contractors submitting higher bid prices. Also, unit bid prices for certain items were likely higher due to the relatively small quantities.

It is unlikely that re-advertising the project will result in lower bids. In order for the project to be completed this construction season, the project must be awarded by June 30, 2013.

The tentative start date for construction is July 22, 2013. The project is expected to be completed in September, 2013. Public Works staff is currently in the process of negotiating the scope and fee for Construction Engineering services with The Schemmer Associates, Inc.

## **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 approves the selection of The Diamond Engineering Company of Grand Island, Nebraska for the Construction Contract for the Walk to Walnut Project.

## **Sample Motion**

Move to approve the agreement.



Dave Heineman  
Governor

## STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., Director – State Engineer  
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759  
Phone (402) 471-4567 • FAX (402) 479-4325 • www.dor.state.ne.us

May 24, 2013

CITY OF GRAND ISLAND  
C/O CITY CLERK  
100 EAST FIRST STREET  
BOX 1968  
GRAND ISLAND NE 68802-1968



RE: Federal Aid Project No. SRTS-40(57)  
Letting Date: May 23, 2013

We have enclosed a resolution on the above project for your consideration. It has been prepared by using the bid tabulations to select the low bidder(s) to whom a contract(s) should be awarded.

Please take action on this resolution immediately. We need to have the completed resolution in this office by Wednesday, June 12, 2013, so we can comply with the laws concerning award or rejection of this project.

You may want to consider the following before taking official action:

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is above the estimated cost of \$295,446.25. This estimate is confidential and is furnished for your information only.

Complete the blanks at the bottom of the resolution showing your official action and have the mayor sign in the space provided. Return the original to the Department of Roads, Contract Lettings Section, and keep the copy for your records.

This resolution gives authority for your mayor to sign the contract(s) that will be mailed to you at a later date.

If you have any questions, call this office (402) 479-4525.

Sincerely,

Karen McCord  
Highway Contracts Technician  
Contract Lettings Section  
Construction Division

KM/Z1-C

Xc: Mick Syslo  
Wes Wahlgren, District Four Engineer  
City Engineer  
File

An Equal Opportunity/Affirmative Action Employer

DATE : 05/23/13  
PAGE : 2

NEBRASKA DEPARTMENT OF ROADS

VENDOR RANKING

CALL ORDER : 410  
LETTING DATE : 05/23/13  
CONTRACT DESCRIPTION :  
GRAND ISLAND WALNUT MIDDLE SCHOOL

CONTRACT ID : 4521Y  
DISTRICT : 4

COUNTIES : HALL

PROJECT(S) : SRTS-40(57)

VENDOR NO. BID NOTES

RANK	VENDOR NO./NAME	TOTAL		% OVER	
		BID		LOW BID	
1	0013 THE DIAMOND ENGINEERING COMPANY	\$ 337,104.36		100.0000%	

NEBRASKA DEPARTMENT OF ROADS  
TABULATION OF BIDS

DATE : 05/23/13  
PAGE : 410 -3

CALL ORDER : 410  
LETTING DATE : 05/23/13 1:30 PM

CONTRACT ID : 4521Y  
DISTRICT : 4

COUNTIES : HALL

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 GROUP 1 GRADING							
0001 0030.10 LUMP		9393.00000	9393.00				
MOBILIZATION							
0002 1000.00 EACH	1.000	150.00000	150.00				
LARGE TREE REMOVAL							
0003 1009.00 LUMP		2700.00000	2700.00				
GENERAL CLEARING AND GRUBBING							
0004 1011.00 MGAL	5.000	30.00000	150.00				
WATER							
0005 1016.00 EACH	7.000	210.00000	1470.00				
RE-ESTABLISH PROPERTY CORNER							
0006 1030.00 CY	1033.000	20.00000	20660.00				
EARTHWORK MEASURED IN EMBANKMENT							
0007 1101.00 SY	967.300	7.50000	7254.75				
REMOVE PAVEMENT							
0008 1101.25 LF	612.000	7.50000	4590.00				
SAWING PAVEMENT							
0009 1107.00 SY	389.100	10.50000	4085.55				
REMOVE WALK							
0010 1108.00 LF	244.600	11.00000	2690.60				
REMOVE COMBINATION CURB AND GUTTER							
0011 1123.00 SY	37.000	12.00000	444.00				
REMOVE CONCRETE DITCH LINER							
0012 1006.00 ACRE	0.500	800.00000	400.00				
COVER CROP SEEDING							
0013 1019.12 SY	840.000	2.00000	1680.00				
EROSION CONTROL, CLASS 1C							
0014 1022.11 LF	535.000	4.00000	2140.00				
FABRIC SILT FENCE-LOW POROSITY							
SECTION TOTALS		\$	57,807.90	\$	0.00	\$	0.00
SECTION 0002 GROUP 3 CONCRETE PAVEMENT							
0015 0002.30 LF	158.000	5.00000	790.00				
PAVEMENT MARKING REMOVAL							
0016 0030.30 LUMP		4349.26000	4349.26				
MOBILIZATION							
0017 3008.05 EACH	213.000	13.23000	2817.99				
TIE BARS							

CALL ORDER : 410  
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CONTRACT ID : 4521Y  
DISTRICT : 4

COUNTIES : HALL

TABULATION OF BIDS

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION		QUANTITY	UNIT PRICE		AMOUNT	UNIT PRICE		AMOUNT	UNIT PRICE	AMOUNT
			(	1 ) 0013		(			(	)
			DIAMOND ENGINEERING COMPANY							
0018	3014.11	216.400 LF		24.32000	5262.85					
COMBINATION CONCRETE CLASS 47B-3500										
CURB AND GUTTER										
0019	3016.21	644.100 SY		45.31000	29184.17					
CONCRETE CLASS 47B-3000 SIDEWALKS										
0020	3016.39	88.000 SF		47.24000	4157.12					
DETECTABLE WARNING PANEL										
0021	3017.40	36.300 SY		61.18000	2220.83					
CONCRETE CLASS 47B-3000 MEDIAN SURFACIN										
0022	3075.12	1442.200 SY		50.85000	73335.87					
6" CONCRETE PAVEMENT, CLASS 47B-3500										
0023	3075.32	39.300 SY		76.44000	3004.09					
8" CONCRETE PAVEMENT, CLASS 47B-3500										
0024	7321.00	24.000 SF		37.00000	888.00					
TYPE A SIGN										
0025	7502.14	565.000 LF		3.00000	1695.00					
4" WHITE PREFORMED PAVEMENT MARKING,										
TYPE 4, GROOVED										
0026	7503.14	1786.000 LF		3.00000	5358.00					
4" YELLOW PREFORMED PAVEMENT MARKING,										
TYPE 4, GROOVED										
0027	7508.14	11.000 LF		15.00000	165.00					
12" WHITE PREFORMED PAVEMENT MARKING,										
TYPE 4, GROOVED										
0028	7512.14	230.000 LF		25.00000	5750.00					
24" WHITE PREFORMED PAVEMENT MARKING,										
TYPE 4, GROOVED										
0029	9111.00	5.000 MEAL		115.47000	577.35					
WATER										
0030	9173.20	1482.000 SY		3.88000	5750.16					
SUBGRADE PREPARATION										
0031	L001.02	0.700 ACRE		2000.00000	1400.00					
SEEDING, TYPE B										
0032	L032.80	0.750 TON		4000.00000	3000.00					
HYDROMULCH										
SECTION TOTALS				\$	149,705.69			\$	0.00	\$ 0.00

SECTION 0003 GROUP 4 CULVERTS

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 05/23/13  
PAGE : 410 -5

CALL ORDER : 410 CONTRACT ID : 4521Y COUNTRIES : HALL  
LETTING DATE : 05/23/13 1:30 PM DISTRICT : 4

TABULATION OF BIDS

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
( 1 ) 0013 ( )							
DIAMOND ENGINEERING COMPANY							
0033 0030.40 LUMP		1574.63000	1574.63				
MOBILIZATION							
0034 1090.01 1.000 EACH	1.000	608.86000	608.86				
ABANDON MANHOLE							
0035 1119.00 1.000 EACH	1.000	514.38000	514.38				
REMOVE INLET							
0036 4011.60 1.000 EACH	1.000	2353.54000	2353.54				
AREA INLET							
0037 4020.26 163.000 SY	163.000	62.05000	10114.15				
6" REINFORCED CONCRETE LOW FLOW LINER							
0038 4035.00 1.000 EACH	1.000	100.00000	100.00				
REMOVE FLARED-END SECTION							
0039 4043.50 160.000 LF	160.000	12.00000	1920.00				
REMOVE SEWER PIPE							
0040 4130.06 0.070 CY	0.070	2939.31000	205.75				
CLASS 47B-3000 CONCRETE FOR PIPE							
CULVERT PLUG							
0041 4230.18 1.000 EACH	1.000	755.82000	755.82				
BAR GRATE FOR 18" CONCRETE FLARED-END							
SECTION							
0042 4230.24 1.000 EACH	1.000	860.80000	860.80				
BAR GRATE FOR 24" CONCRETE FLARED-END							
SECTION							
0043 4460.18 1.000 EACH	1.000	1060.25000	1060.25				
18" CONCRETE FLARED-END SECTION							
0044 4460.24 1.000 EACH	1.000	1270.20000	1270.20				
24" CONCRETE FLARED-END SECTION							
SECTION TOTALS							
		\$	21,338.38	\$	0.00	\$	0.00
SECTION 0004 GROUP 8B ELECTRICAL							
0045 0030.80 LUMP							
MOBILIZATION							
0046 A001.05 1.000 EACH	1.000	3473.00000	3473.00				
PULL BOX, TYPE PB-2							
0047 A004.00 6.000 EACH	6.000	1250.00000	1250.00				
TRAFFIC SIGNAL, TYPE TS-1							
0048 A004.04 2.000 EACH	2.000	795.00000	4770.00				
TRAFFIC SIGNAL, TYPE TS-1LL							
		1275.00000	2550.00				

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COUNTIES : HALL

TABULATION OF BIDS

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0049 A005.50 TRAFFIC SIGNAL CONTROLLER, TYPE NEMA	1.000 EACH	13100.00000	13100.00		
0050 A006.15 PEDESTRIAN SIGNAL, TYPE PS-1	6.000 EACH	530.00000	3180.00		
0051 A006.70 PEDESTRIAN PUSHBUTTON, TYPE PPB	6.000 EACH	205.00000	1230.00		
0052 A007.32 STREET LIGHTING UNIT TYPE SL-BT-30-8-0.	2.000 EACH	1865.00000	3730.00		
0053 A007.38 RADAR VEHICLE DETECTOR	4.000 EACH	5735.00000	22940.00		
0054 A007.39 RADAR VEHICLE DETECTOR	332.000 LF	1.25000	415.00		
0055 A011.08 COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-25-12	1.000 EACH	5140.00000	5140.00		
0056 A011.40 COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-35-12	1.000 EACH	5265.00000	5265.00		
0057 A014.75 METER PEDESTAL	1.000 EACH	490.00000	490.00		
0058 A016.50 MAST ARM SIGNAL POLE, TYPE MP-30	1.000 EACH	3665.00000	3665.00		
0059 A016.60 MAST ARM SIGNAL POLE, TYPE MP-40	1.000 LF	5530.00000	5530.00		
0060 A070.14 2-INCH CONDUIT IN TRENCH	341.000 LF	2.90000	988.90		
0061 A070.18 3-INCH CONDUIT IN TRENCH	140.000 LF	4.00000	560.00		
0062 A074.14 2-INCH CONDUIT, JACKED	96.000 LF	12.50000	1200.00		
0063 A074.18 3-INCH CONDUIT, JACKED	96.000 LF	14.00000	1344.00		
0064 A077.13 3/C #14 AWG TRAFFIC SIGNAL CABLE	332.000 LF	1.20000	398.40		
0065 A077.22 12/C #14 AWG TRAFFIC SIGNAL CABLE	332.000 LF	2.50000	830.00		
0066 A079.43 #8 GROUNDING CONDUCTOR	663.000 LF	0.90000	596.70		



## TABULATION OF BIDS

CALL ORDER : 410  
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 CONTRACT ID : 4521Y  
 DISTRICT : 4  
 COUNTIES : HALL

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
( 1 ) 0013							
DIAMOND ENGINEERING COMPANY							
0067 A079.48 GROUND ROD	2.000 EACH	50.00000	100.00				
0068 A079.55 SERVICE CABLE	48.000 LF	1.25000	60.00				
0069 A080.24 STREET LIGHTING CABLE, NO. 6 USE	894.000 LF	1.25000	1117.50				
0070 A819.00 TRAFFIC SIGNAL CABINET	1.000 EACH	1000.00000	1000.00				
SECTION TOTALS		\$	84,923.50	\$	0.00	\$	0.00
SECTION 0005 GROUP 10 GENERAL ITEMS							
0071 0001.08 BARRICADE, TYPE II	492.000 BDAY	0.50000	246.00				
0072 0001.10 BARRICADE, TYPE III	42.000 BDAY	7.52000	315.84				
0073 0001.90 SIGN DAY	325.000 EACH	3.63000	1179.75				
0074 0001.99 CONTRACTOR FURNISHED SIGN DAY	14.000 EACH	7.20000	100.80				
0075 0002.30 PAVEMENT MARKING REMOVAL	158.000 LF	5.00000	790.00				
0076 0003.10 FLAGGING	5.000 DAY	619.35000	3096.75				
0077 0030.00 MOBILIZATION	LUMP	3049.75000	3049.75				
0078 1017.50 CONSTRUCTION STAKING AND SURVEYING	LUMP	8500.00000	8500.00				
0079 9110.01 RENTAL OF LOADER, FULLY OPERATED	10.000 HOUR	100.00000	1000.00				
0080 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	10.000 HOUR	100.00000	1000.00				
0081 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	10.000 HOUR	75.00000	750.00				
0082 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	10.000 HOUR	150.00000	1500.00				
0083 1022.75 TEMPORARY SILT CHECK	150.000 LF	4.00000	600.00				

**ORIGINAL**

NEBRASKA DEPARTMENT OF ROADS

DATE : 05/23/13  
PAGE : 410 -8

CALL ORDER : 410  
LETTING DATE : 05/23/13 1:30 PM

CONTRACT ID : 4521Y  
DISTRICT : 4

COUNTIES : HALL

TABULATION OF BIDS

=====									
( 1 ) 0013 ( )									
DIAMOND ENGINEERING COMPANY									
LINE NO / ITEM CODE / ALT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ITEM DESCRIPTION									
0084 L022.90	300.000 LF	4.00000	1200.00						
TEMPORARY SILT FENCE									
SECTION TOTALS		\$	23,328.89		\$	0.00	\$	0.00	0.00
CONTRACT TOTALS		\$	337,104.36		\$		\$		
=====									



RESOLUTION 2013-177

WHEREAS, the Nebraska Department of Roads invited sealed bids on behalf of the City of Grand Island for the construction of Walk to Walnut Project No. SRTS-40(57), according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on May 23, 2013 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company 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 \$337,104.36; and

WHEREAS, The Diamond Engineering Company's bid was above the engineer's estimate for the project, however it is believed to be fair and reasonable, as it is within 14% of such estimate; and

WHEREAS, if for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal Funds are allowed and paid; and

WHEREAS, the City Council hereby concurs in the selection of the above mentioned contractor for the project work listed, to whom the contract should be awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, in the amount of \$337,104.36 for the construction of the Walk to Walnut Project No. SRTS-40(57) 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, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
June 7, 2013	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-12

### **#2013-178 - Approving Acquisition of Public Utility Easement in Summerfield Estates 5th Subdivision (Little B's Corporation)**

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

Staff Contact: John Collins, P.E. - Public Works Director

RESOLUTION 2013-178

WHEREAS, a public utility easement is required by the City of Grand Island, from Little B's Corporation, in the Summerfield Estates 5<sup>th</sup> Subdivision, Hall County, Nebraska and more particularly described as follows:

A TRACT OF LAND LOCATED IN LOT SIX (6), BLOCK ONE (1) OF SUMMERFIELD ESTATES 5<sup>TH</sup> SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 5.00 FEET OF SAID LOT SIX (6); SAID PERMANENT UTILITY EASEMENT CONTAINS 558 SQUARE FEET MORE OR LESS.

WHEREAS, an Agreement for the public utility easement has been reviewed and approved by the City Legal Department.

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

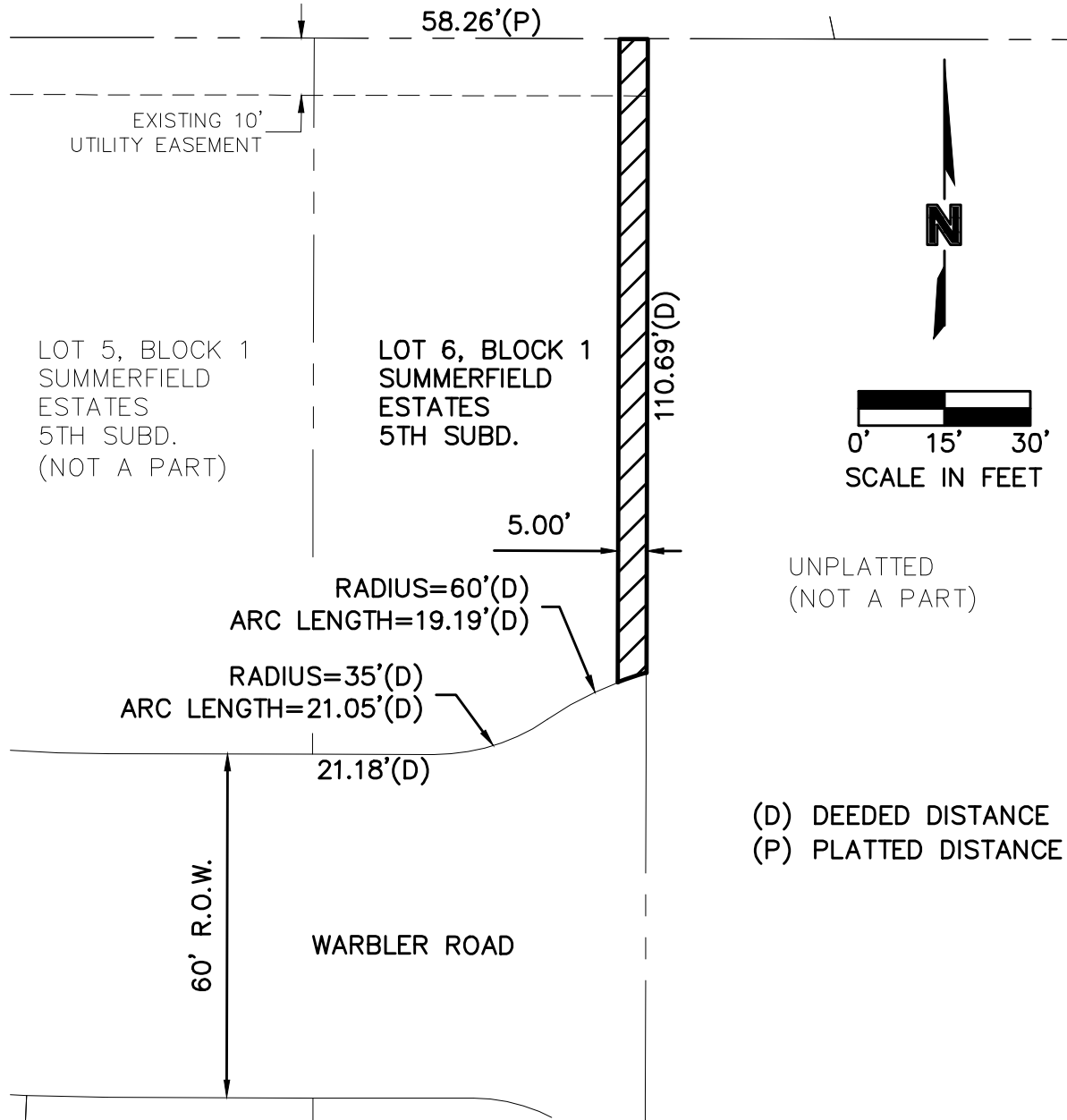
Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney

# UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOT 6, BLOCK 1

SUMMERFIELD ESTATES 5TH SUBDIVISION



UNPLATTED  
(NOT A PART)

(D) DEEDED DISTANCE  
(P) PLATTED DISTANCE

## LEGAL DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 5.00 FEET OF SAID LOT 6. SAID PERMANENT UTILITY EASEMENT CONTAINS 558 SQUARE FEET MORE OR LESS.

DWG: F:\projects\012-2807\0122807\_Plan\0122807\_5TH EASEMENT.dwg  
DATE: May 28, 2013 1:18pm  
USER: zloomis  
XREFS: 0122807\_ROW

**MOLSSON**  
ASSOCIATES

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752





# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-13

### **#2013-179 - Approving Acquisition of Public Right-of-Way in Summerfield Estates 5th Subdivision (Little B's Corporation)**

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

Staff Contact: John Collins, P.E. - Public Works Director

## RESOLUTION 2013-179

WHEREAS, public right-of-way is being dedicated by Little B's Corporation to allow for realignment of the east end of Warbler Road within Summerfield Estates 5<sup>th</sup> Subdivision to conform to revised preliminary plat, described as follows:

A TRACT OF LAND CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5<sup>TH</sup> SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89 51'51"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 37.08 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 34 27'31", AN ARC LENGTH OF 21.05 FEET, A RADIUS OF 35.00 FEET AND A CHORD BEARING N72 54'24"E FOR A DISTANCE OF 20.73 TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18 19'43", AN ARC LENGTH OF 19.19 FEET, A RADIUS OF 60.00 FEET AND A CHORD BEARING N64 50'30"E FOR A DISTANCE OF 19.11 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S00 08'09"W ALONG SAID EAST LINE A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 225.44 SQUARE FEET MORE OR LESS.

AND,

A TRACT OF LAND CONSISTING OF PART OF LOT 8, BLOCK 2 OF SUMMERFIELD ESTATES 5<sup>TH</sup> SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00 08'09"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 30.00 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 90 00'00", AN ARC LENGTH OF 47.12 FEET, A RADIUS OF 30.00 FEET AND A CHORD BEARING N44 51'51"W FOR A DISTANCE OF 42.43 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD; THENCE S89 51'51"E ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 193.14 SQUARE FEET MORE OR LESS.

Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney

WHEREAS, an agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

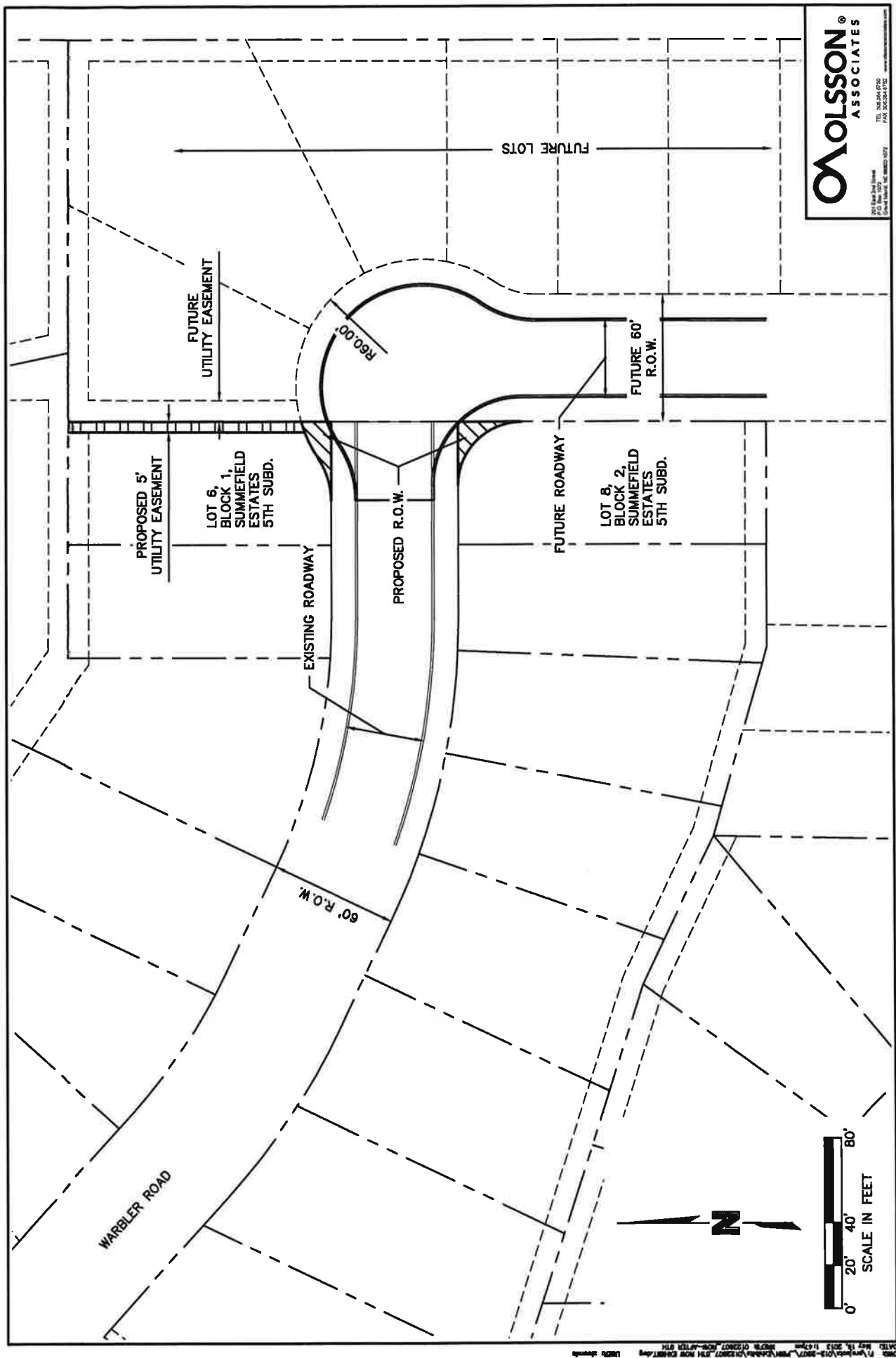
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Jay Vavricek, Mayor

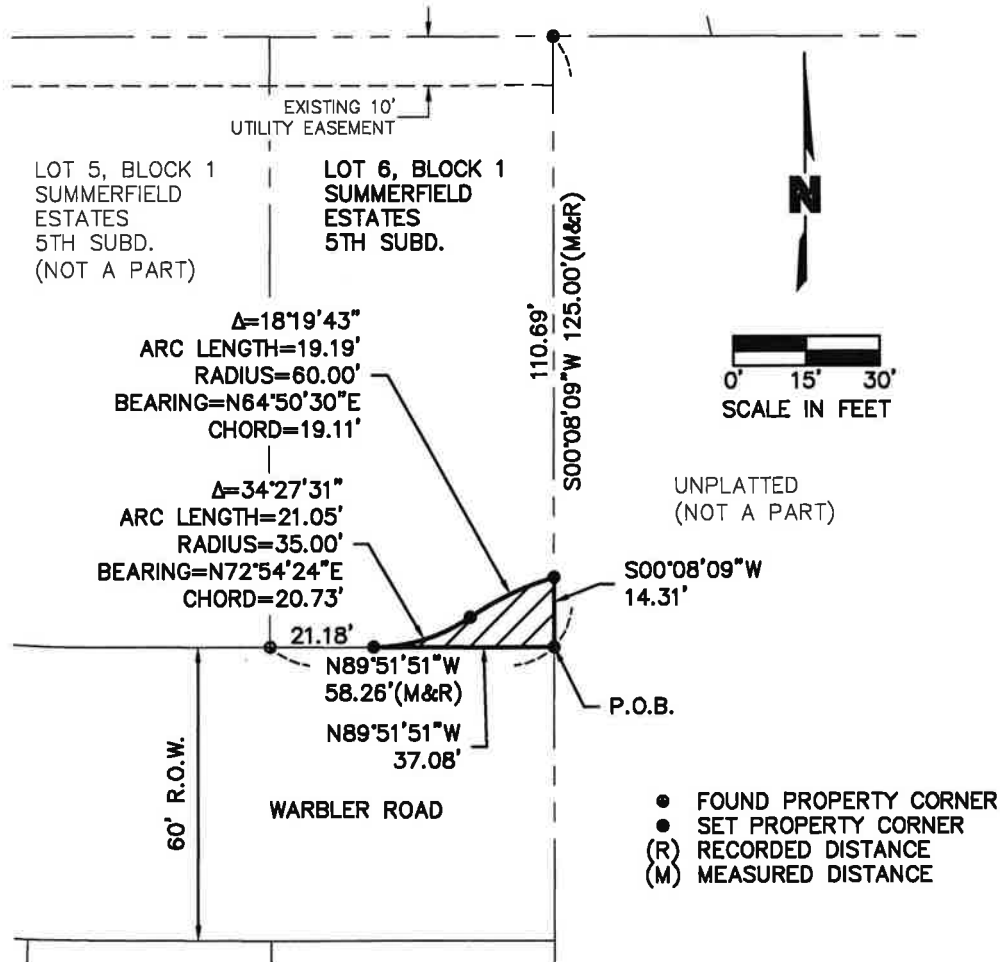
Attest:

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RaNae Edwards, City Clerk



**SURVEY RECORD**  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
LOT 6, BLOCK 1  
SUMMERFIELD ESTATES 5TH SUBDIVISION



**LEGAL DESCRIPTION**

A TRACT OF LAND CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'51"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 37.08 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 34°27'31", AN ARC LENGTH OF 21.05 FEET, A RADIUS OF 35.00 FEET AND A CHORD BEARING N72°54'24"E FOR A DISTANCE OF 20.73 TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18°19'43", AN ARC LENGTH OF 19.19 FEET, A RADIUS OF 60.00 FEET AND A CHORD BEARING N64°50'30"E FOR A DISTANCE OF 19.11 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S00°08'09"W ALONG SAID EAST LINE A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 225.44 SQUARE FEET MORE OR LESS.

JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

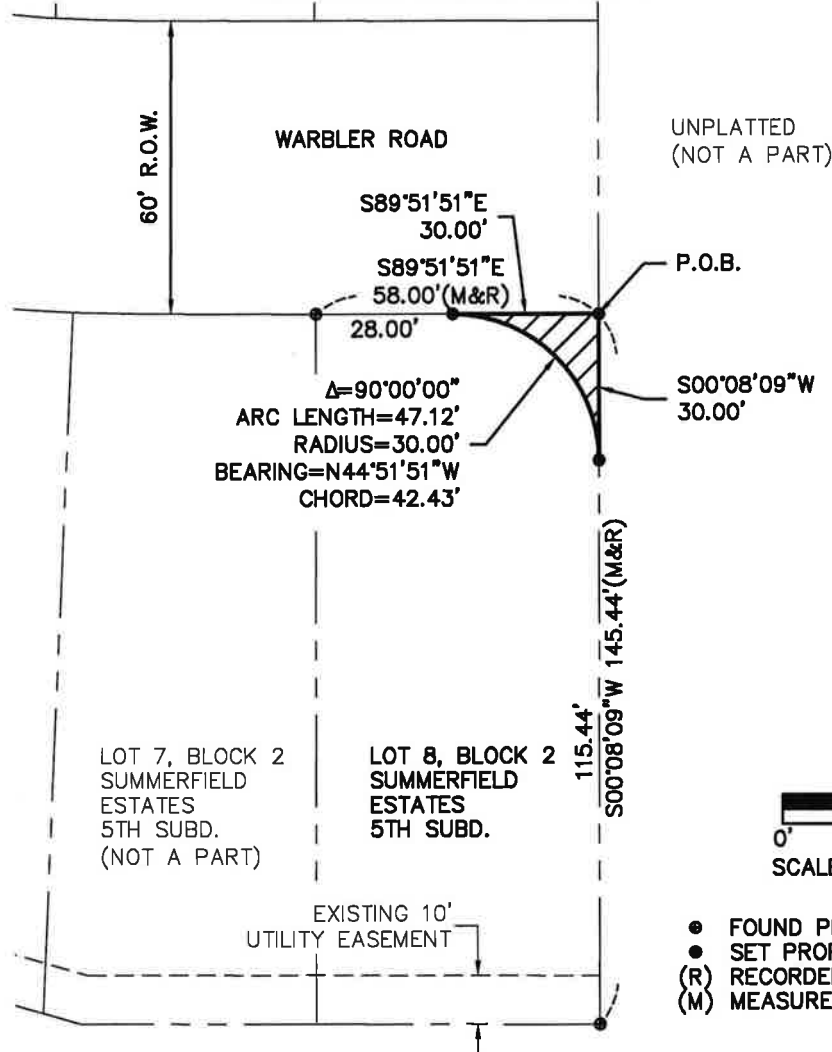
DATE

**MOLSSON**  
ASSOCIATES

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

DWC: F:\projects\012-2807\Final\_Plot\0122807\_5TH ROW.dwg  
DATE: May 16, 2013 12:49pm  
USER: zloomis  
XREFS: 0122807\_ROW

**SURVEY RECORD**  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
LOT 8, BLOCK 2  
SUMMERFIELD ESTATES 5TH SUBDIVISION



- FOUND PROPERTY CORNER
- SET PROPERTY CORNER
- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE

**LEGAL DESCRIPTION**

A TRACT OF LAND CONSISTING OF PART OF LOT 8, BLOCK 2 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°08'09"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 30.00 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET, A RADIUS OF 30.00 FEET AND A CHORD BEARING N44°51'51"W FOR A DISTANCE OF 42.43 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD; THENCE S89°51'51"E ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 193.14 SQUARE FEET MORE OR LESS.

JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

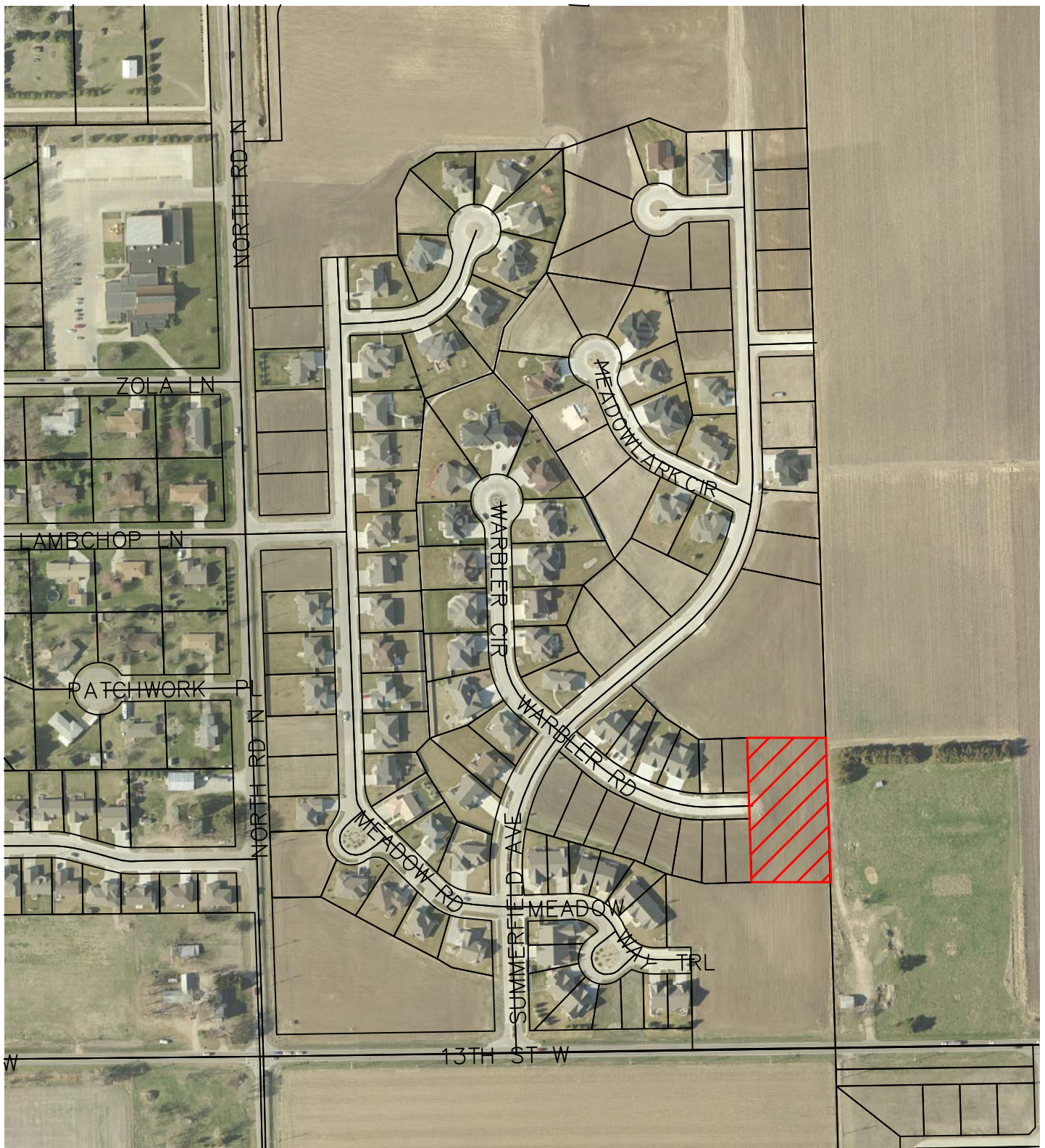
DATE \_\_\_\_\_

**MOLSSON**  
ASSOCIATES

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

USER: zoomis  
DWG: F:\projects\012-2807\PBIN\Final\_Plot\0122807\_5TH ROW.dwg  
DATE: May 16, 2013 1:06pm  
XREFS: 0122807\_ROW





= SUMMERFIELD ESTATES 5TH SUBDIVISION ROW DEDICATION

**CITY OF**  
**GRAND ISLAND**  
**PUBLIC WORKS DEPARTMENT**

DATE: 05/24/13

DRAWN BY: TJY

APPVD. BY:

SCALE: NONE

SUMMERFIELD ESTATES  
5TH SUBDIVISION ROW  
DEDICATION

PLAN



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-14

**#2013-180 - Approving Boundaries for Fonner Park Business Improvement District 2013**

Staff Contact: Marco Floreani



# **Council Agenda Memo**

**From:** Marco Floreani, Community Development Administrator

**Meeting:** June 11, 2013

**Subject:** Approving Boundaries for Fonner Park Business Improvement District 2013

**Item #'s:** G-14

**Presenter(s):** Marco Floreani, Community Development Administrator

## **Background**

The South Locust Business Improvement District 2012 is set to expire on September 30, 2013. The Business Improvement District intends to reform as the Fonner Park Business Improvement District. In a letter to the Mayor and City Council dated May 22, 2013, Fonner Park Business Improvement District expressed an interest to form a new Business Improvement District from Fonner Park Road to Stolley Park Road for a three year period.

Property owners are organizing their efforts to continue street improvements that are now evident along the southernmost portions of South Locust Street, including pedestrian lighting, landscaping and sidewalks. The goals include the redevelopment of South Locust and the Fonner Park area into an appealing corridor and entrance into Grand Island.

State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

Members of this group include: Hugh Miner, Michael Corman, Bennett Chamness, Buzz Douthit, James Goodman, Kris Nolan Brown, and Scott Zana.

## **Discussion**

The establishment of the boundaries for Fonner Park Street Business Improvement District 2013 and the appointment of the aforementioned individuals as board members is the first step toward the creation of the district. Approval is recommended.

If approved, the board members will make a plan and City Council will ask the Regional Planning Commission for a recommendation. Once the Planning Commission makes a recommendation, City Council may adopt a resolution to establish the business improvement district. There will then be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing to create the district. After the hearing Council may pass an ordinance to establish the district.

## **Alternatives**

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

1. Move to approve boundaries for Fonner Park Business Improvement District 2013
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 boundaries for the Fonner Park Business Improvement District 2013.

## **Sample Motion**

Move to approve the boundaries for the Fonner Park Business Improvement District 2013.

May 22, 2013

Mayor and City Council  
City of Grand Island  
100 East First Street  
Grand Island, NE 68801

Dear Mayor and City Council:

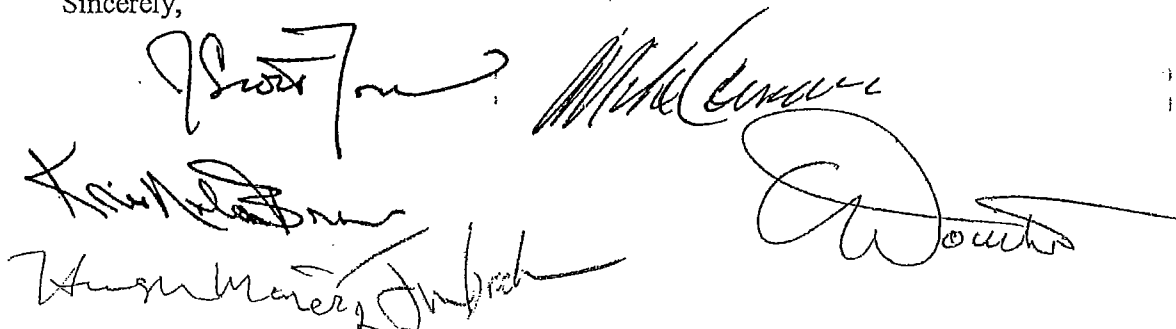
The increased activity at Fonner Park, Nebraska State Fair, and new business development has increased the traffic to Grand Island. It is important and vital that the South Locust corridor looks inviting and appealing to visitors and the people of this community. Grand Island has been fortunate to have businesses and property owners who recognize the importance of maintaining this corridor. Business Improvement Districts have been formed by property and business owners to ensure the integrity of the corridor is maintained.

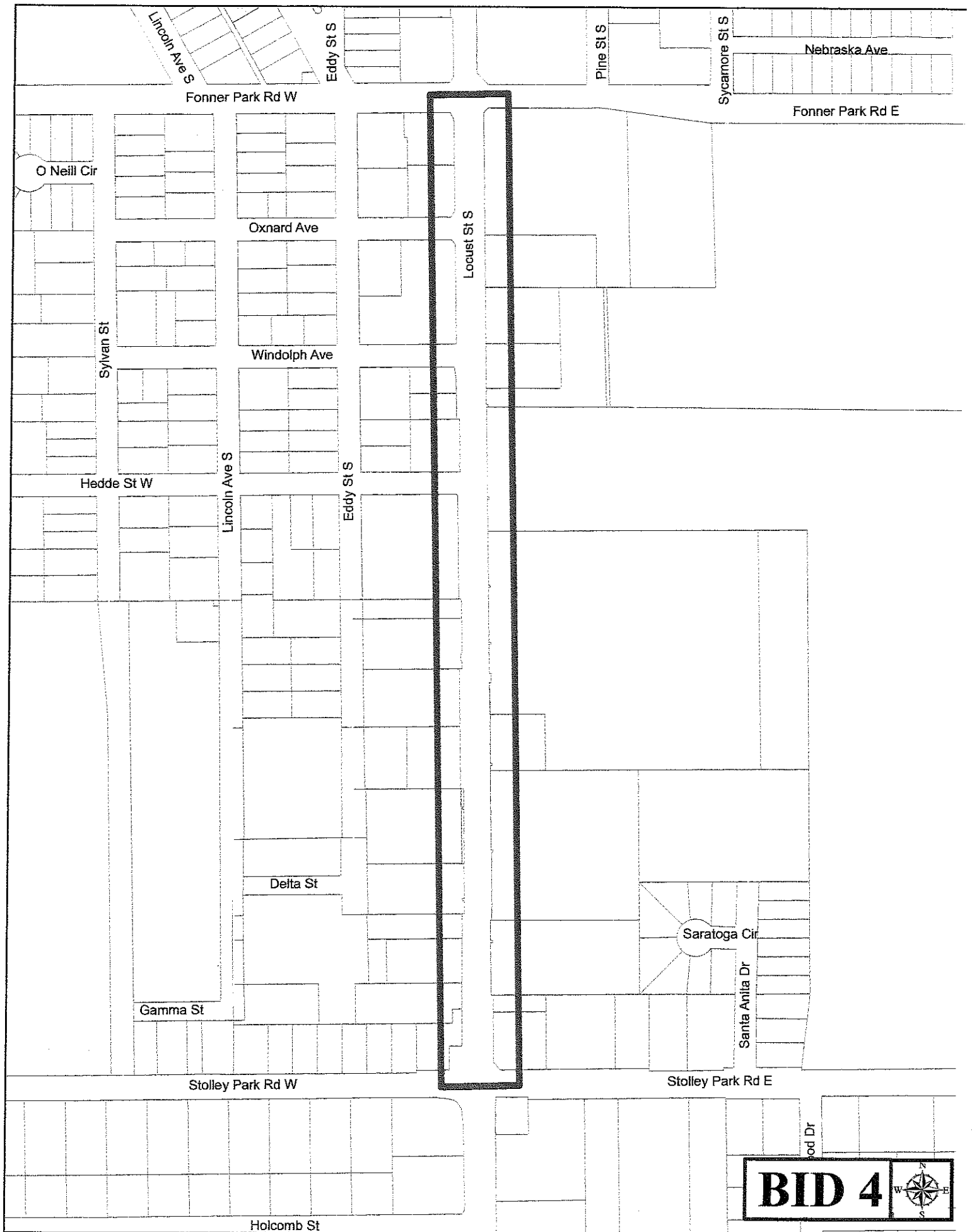
The South Locust Street Business Improvement District 2012, formerly BID #4 covers the corridor from Fonner Park Road to Stolley Park Road and is set to expire on September 30, 2013. We believe it is to our benefit, as property and business owners, to continue a business improvement district. *We are requesting that a new Business Improvement District (for the area of Anna Street to Stolley Park Road) be formed for a three year period of time.*

We understand BID #7 (Stolley Park Road to Highway 34) is set for expiration in September 2013 as well. Members from both BIDs have discussed the possibilities of the South Locust Street Business Improvement District 2012 and BID #7 merging together to form one BID. We spent several months discussing potential efficiencies and considering whether or not there is subsequent cost savings. At this time, the two boards have chosen not to combine. We have committed, however, to take action to ensure we are maximizing the use of our limited resources and will revisit the opportunity to merge in three years.

Thank you for your consideration. We look forward to continuing our efforts to ensure this entryway to Grand Island is appealing to all – visitors and residents alike.

Sincerely,

Four handwritten signatures in black ink are present. The first signature is at the top left, followed by a second signature to its right. Below the first signature is a third signature, and below the second signature is a fourth signature.



## RESOLUTION 2013-180

WHEREAS, Fonner Park Business Improvement District 2013 property owners have recommended that the City of Grand Island create a Business Improvement District with boundaries set out below; and

WHEREAS, Section 19-4021, R.R.S. 1943, indicates that the boundaries of a business improvement district shall be declared by the city council prior to or at the same time as the appointment of the business improvement board; and

WHEREAS, the outer boundaries of the potential Fonner Park Business Improvement District are described as follows:

Beginning at the southeast corner of Section Twenty One (21), Township Eleven (11) North, range Nine (9) West of the 6<sup>th</sup> P.M. in Grand Island, Hall County, Nebraska; thence west on a line One Hundred (100.0) feet west of and parallel with the line common to Section 21-11-9 and Section 22-11-9 to the north line of the Southeast Quarter (SE1/4) of Section 21-11-9; thence east on the north line of the Southeast Quarter (SE1/4) of Section 21-11-9 and the north line of the Southwest Quarter (SW1/4) of Section 22-11-9 for distance of Two Hundred (200.0) feet; thence south on a line One Hundred (100.0) feet east of and parallel to the line common to Section 21-11-9 and section 22-11-9 to the south line of Section 22-11-9; thence west on the south line of Section 22-11-9 for a distance of One Hundred (100.0) feet to the point of beginning, as shown on the drawings dated May 28, 2002

WHEREAS, it is suggested that a business improvement board be appointed to make recommendations to the city council for the potential establishment of a district and plans for improvements if any, for such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property set out within the above-identified boundaries be declared as the future Fonner Park Business Improvement District 2013.

Be it further resolved, that the following individuals be initially appointed to serve on the business improvement board: Hugh Miner, Michael Corman, Bennett Chamness, Buzz Douthit, James Goodman, Kris Nolan Brown, Scott Zana.

- - -

Approved as to Form	by _____
June 7, 2013	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska on June 11, 2013.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, June 11, 2013**

**Council Session**

## **Item G-15**

**#2013-181 - Approving Boundaries for South Locust Business Improvement District 2013**

**Staff Contact: Marco Floreani**

# **Council Agenda Memo**

**From:** Marco Floreani, Community Development Administrator

**Meeting:** June 11, 2013

**Subject:** Approving Boundaries for South Locust Business Improvement District 2013

**Item #'s:** G-15

**Presenter(s):** Marco Floreani, Community Development Administrator

## **Background**

Business Improvement District #7 is set to expire on September 30, 2013. The BID intends to reform as the South Locust Business Improvement District. In a letter to the Mayor and City Council dated May 28, 2013, South Locust Business Improvement District (from Stolley Park Road to Highway 34), expressed an interest to form a new Business Improvement District for a three year term.

Property owners are organizing their efforts to continue street improvements that are now evident within the South Locust Street BID, including: pedestrian lighting, landscaping and sidewalks. The goals include the redevelopment of South Locust into an appealing corridor and entrance into Grand Island.

State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

Members of this group include: Jack Rasmussen, Dan Naranjo, Nate Weiland, William Lawrey, Rhonda Saalfeld, Gene McCloud, and Norman Saale.

## **Discussion**

The establishment of the boundaries for South Locust Business Improvement District 2013 and the appointment of the aforementioned individuals as board members is the first step toward the creation of the district. Approval is recommended.



If approved, the board members will make a plan and City Council will ask the Regional Planning Commission for a recommendation. Once the Planning Commission makes a recommendation, City Council may adopt a resolution to establish the Business Improvement District. There will then be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing to create the district. After the hearing Council may pass an ordinance to establish the district.

### **Alternatives**

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

1. Move to approve Boundaries for South Locust Business Improvement District 2013
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 boundaries for the South Locust Business Improvement District 2013.

### **Sample Motion**

Move to approve the boundaries for the South Locust Business Improvement District 2013.

May 28, 2013

Mayor and City Council  
City of Grand Island  
100 East First Street  
Grand Island, NE 68801

Dear Mayor and City Council:

It is important and vital that the South Locust corridor looks inviting and appealing to visitors and the people of this community. Grand Island has been fortunate to have businesses and property owners who recognize the importance of maintaining this corridor. Accordingly, Business Improvement Districts have been formed by property and business owners to ensure the integrity of the corridor is maintained.

Business Improvement District #7 encompasses the corridor along South Locust Street from Stolley Park Road to Highway 34. This District is set to expire on September 30, 2013. Last year, the Boards for BID #7 and the South Locust Street Business Improvement District (formerly BID #4) were asked to consider the possibility of merging into one District. Several months were spent discussing and reviewing potential cost savings and efficiencies related to a merger. However, limited cost savings were identified and, as a result, the Boards have chosen not to unite.

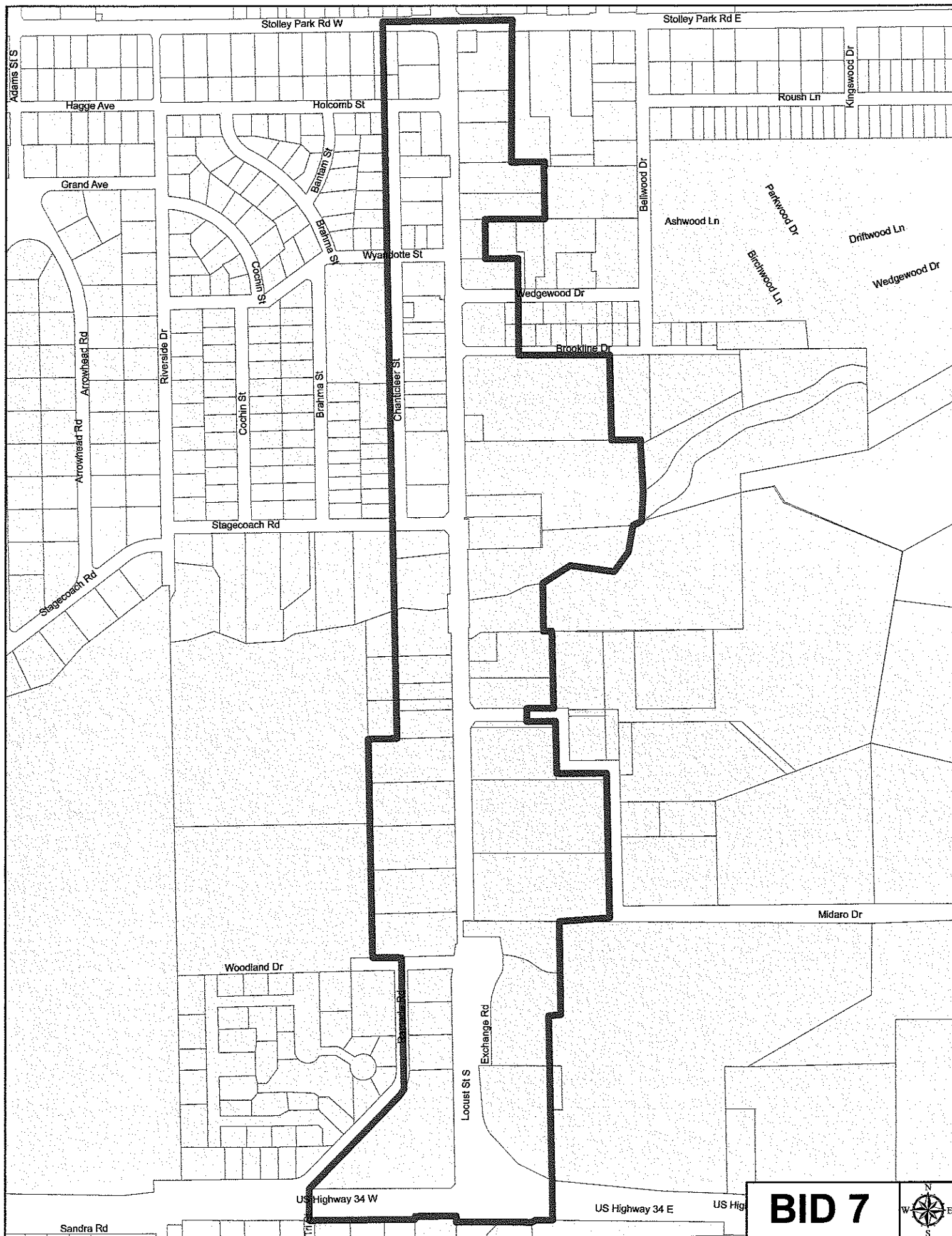
As property and business owners/representatives of BID #7, we certainly believe it is beneficial to continue a business improvement district. We are requesting that a new Business Improvement District (for the area of Stolley Park Road to Highway 34) be formed for a three year period of time.

Thank you for your consideration. We look forward to continuing our efforts to ensure this entryway to Grand Island is appealing to all – visitors and residents alike.

Sincerely,

Norman Laake  
Daniel D. Niseng  
Vince Seeger  
Steve McLeod

William Ravey



## RESOLUTION 2013-181

WHEREAS, South Locust Street Business Improvement District 2013 property owners have recommended that the City of Grand Island create a Business Improvement District with boundaries set out below; and

WHEREAS, Section 19-4021, R.R.S. 1943, indicates that the boundaries of a business improvement district shall be declared by the city council prior to or at the same time as the appointment of the business improvement board; and

WHEREAS, the outer boundaries of the potential South Locust Street Business Improvement District are described as follows:

Beginning at the Southeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence West on the South line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Two Hundred Feet (200'); thence Northerly on a line Two Hundred Feet (200') West of and parallel to the East line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the North line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence East on the North line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the Northeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence continuing East on the North line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375'); thence South on a line Three Hundred Seventy-Five Feet (375') East of and parallel to the West line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the South line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence West on the South line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375') to the point of beginning.

WHEREAS, it is suggested that a business improvement board be appointed to make recommendations to the city council for the potential establishment of a district and plans for improvements if any, for such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property set out within the above-identified boundaries be declared as the future South Locust Business Improvement District 2013.

Be it further resolved, that the following individuals be initially appointed to serve on the business improvement board: Jack Rasmussen, Dan Naranjo, Nate Weiland, William Lawrey, Rhonda Saalfeld, Gene McCloud, and Norman Saale.

- - -

Approved as to Form	☐
June 7, 2013	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska on June 11, 2013.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item G-16

**#2013-182 - Approving Boundaries for Second Street Business Improvement District 2013**

Staff Contact: Marco Floreani

# **Council Agenda Memo**

**From:** Marco Floreani, Community Development Administrator

**Meeting:** June 11, 2013

**Subject:** Approving Boundaries for Second Street Business Improvement District 2013

**Item #'s:** G-16

**Presenter(s):** Marco Floreani, Community Development Administrator

## **Background**

The Second Street Business Improvement District 2012 (BID #6) is set to expire on September 30, 2013. The Business Improvement District intends to reform as the Second Street Business Improvement District. In a letter to the Mayor and City Council dated June 4, 2013, Second Street Business Improvement District 2013 expressed an interest to form a new Business Improvement District from Eddy Street to Garfield Avenue for a one year period.

Property owners are organizing their efforts to continue street improvements that are now evident along the Second Street Business Improvement District 2013. The goals include the redevelopment of Second Street into an appealing corridor.

State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

Members of this group include: Bob Dodendorf, Phil Maltzahn, Bill Raile, Cheryl Nietfeldt, Dave Schaffer, Derek Apfel, Fred Groenke, John Folsom, and Dr. Ryan Waind.

## **Discussion**

The establishment of the boundaries for Second Street Business Improvement District 2013 and the appointment of the aforementioned individuals as board members is the first step toward the creation of the district. Approval is recommended.

If approved, the board members will make a plan and City Council will ask the Regional Planning Commission for a recommendation. Once the Planning Commission makes a recommendation, City Council may adopt a resolution to establish the business improvement district. There will then be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing to create the district. After the hearing Council may pass an ordinance to establish the district.

## **Alternatives**

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

1. Move to approve boundaries for Second Street Business Improvement District 2013
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 boundaries for the Second Street Business Improvement District 2013.

## **Sample Motion**

Move to approve the boundaries for the Second Street Business Improvement District 2013.



June 4, 2013

Mayor and City Council  
City of Grand Island  
100 East First Street  
Grand Island, NE 68801

Dear Mayor and City Council:

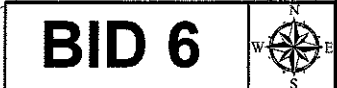
It is important and vital that Second Street looks inviting and appealing to visitors and the people of this community. Grand Island has been fortunate to have businesses and property owners who recognize the importance of maintaining this area. Business Improvement Districts have been formed by property and business owners to ensure the integrity of this area is maintained.

Business Improvement District #6 covers the corridor from Eddy Street to Garfield Street and is set to expire on September 30, 2013. We believe it is to our benefit, as property and business owners, to continue a business improvement district. *We are requesting that a new Business Improvement District for the same area be formed for a one year period of time.*

Thank you for your consideration. We look forward to continuing our efforts to ensure this entryway to Grand Island is appealing to all – visitors and residents alike.

Sincerely,

Robert L. Dodendorf  
Cheryl Niefeldt  
Phil Matyja  
John D. Brown  
B. J. J. J.  
Fred M. Graenke



## RESOLUTION 2013-182

WHEREAS, Second Street Business Improvement District 2013 property owners have recommended that the City of Grand Island create a Business Improvement District with boundaries set out below; and

WHEREAS, Section 19-4021, R.R.S. 1943, indicates that the boundaries of a business improvement district shall be declared by the city council prior to or at the same time as the appointment of the business improvement board; and

WHEREAS, the proposed boundaries of the potential Second Street Business Improvement District are described as follows:

Beginning at a point on the Westerly line of Eddy Street, said point being One Hundred Thirty-two Feet (132') Southeast of the Intersection of the Southerly line of Second Street and the Westerly line of Eddy Street; thence Westerly on a line One Hundred Thirty-Two Feet (132') Southeast and parallel to the Southerly line of Second Street to a point Sixty-Six Feet (66') Northeast of the Easterly line of Greenwich Street; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Greenwich Street to the Northerly line of First Street; thence Westerly on the Northerly line of First Street to a point Sixty-Six Feet (66') Southwest of the Westerly line of Greenwich Street; thence Northerly on a line Sixty-Six Feet (66') Southwest of and parallel to the Westerly line of Greenwich Street to a point One Hundred Thirty-Two Feet (132') Southeast of the Southerly line of Second Street; thence Westerly on a line One Hundred Thirty-Two Feet (132') Southeast of and parallel to the Southerly line of Second Street to a point Sixty-Six Feet (66') Northeast of Broadwell Avenue; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Broadwell Avenue to the Northerly line of First Street; thence Westerly on the Northerly line of First Street to a point One hundred thirty-five and sixty-nine hundredths Feet (135.69') Southwest of the Westerly line of Broadwell Avenue; thence Northerly on a line One hundred thirty-five and sixty-nine hundredths Feet (135.69') Southwest of and parallel to the Westerly line of Broadwell Avenue Sixty-five and seventy-six hundredths feet (65.76'); thence Westerly on a line parallel to the Northerly line of First Street twenty-three Feet (23'); thence Northerly on a line parallel to the Westerly line of Broadwell Avenue to a point One Hundred Thirty-Two Feet (132') Southeast of the South line of Second Street; thence Westerly on a line One - 2 - Hundred Thirty-Two Feet (132') Southeast of and parallel to the Southerly line of Second Street to the Easterly line of Garfield Avenue; thence Northerly on the Easterly line of Garfield Avenue to a point One Hundred Thirty-Two Feet (132') Northwest of the Northerly line of Second Street; thence Easterly on a line One Hundred Thirty-Two Feet (132') Northwest of and parallel to the Northerly line of Second Street to a point Sixty-Six Feet (66') Southwest of the Westerly line of Broadwell Avenue; thence Northerly on a line Sixty-Six Feet (66') Southwest of and parallel to the Westerly line of Broadwell Avenue to the Southerly line of Union Pacific Railroad Right-of-Way; thence Easterly on the Southerly line of Union Pacific Railroad to a point Sixty-Six Feet (66') Northeast of the Easterly line of Broadwell Avenue; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Broadwell Avenue to a point One Hundred Thirty-Two Feet (132') Northwest of the Northerly line of Second Street; thence Easterly on a line One Hundred Thirty-Two Feet (132') Northwest of and parallel to the Northerly line of Second Street to the Westerly line of Eddy Street; thence Southeast on the Westerly line of Eddy Street to the point of beginning.

Approved as to Form June 7, 2013	by _____ City Attorney
-------------------------------------	---------------------------

WHEREAS, it is suggested that a business improvement board be appointed to make recommendations to the city council for the potential establishment of a district and plans for improvements if any, for such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property set out within the above-identified boundaries be declared as the future Second Street Business Improvement District 2013.

Be it further resolved, that the following individuals be initially appointed to serve on the business improvement board: Bob Dodendorf, Phil Maltzahn, Bill Raile, Cheryl Nietfeldt, Dave Schaffer, Derek Apfel, Fred Groenke, John Folsom, and Dr. Ryan Waind

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on June 11, 2013.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, June 11, 2013**

**Council Session**

## **Item G-17**

**#2013-183 - Approving City's Consent to Easement Granted by  
Fonner Park to Nebraska State Fair Board**

**Staff Contact: Robert Sivick**

# **Council Agenda Memo**

**From:** Robert J. Sivick, City Attorney

**Meeting:** June 11, 2013

**Subject:** Approval of City's Consent to Easement Granted by Fonner Park to Nebraska State Fair Board

**Item #'s:** G-17

**Presenter(s):** Robert J. Sivick, City Attorney

## **Background**

Since 2010 the Nebraska State Fair has been located in Grand Island. The Nebraska State Fair Board (Fair Board) leases real estate from the Hall County Livestock Improvement Association (Fonner Park), for the physical location of the State Fair. Recently the Fair Board has begun construction on a multi-use building to be located on the State Fair grounds leased from Fonner Park. This building will be generally located to the South of the Field House and East of Fire Station 1 and Island Oasis. The City of Grand Island (City) also leases real estate from Fonner Park.

## **Discussion**

In order for the Fair Board to have access to its new building and for utilities to be installed to service the building, it will need an easement over part of the real estate the City leases from Fonner Park.

## **Alternatives**

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

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

### **Recommendation**

The City Administration recommends the Council approve Resolution 2013-183 which authorizes the Mayor to sign on behalf of the City, the Easement Agreement granting the City's consent to the easement granted by Fonner Park to the Fair Board.

### **Sample Motion**

Move to approve Resolution 2013-183 which authorizes the Mayor to sign the Easement Agreement between Fonner Park and the Fair Board.

### EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is entered into effective as of the 15th day of April, 2013 (the "Effective Date"), by and between HALL COUNTY LIVESTOCK IMPROVEMENT ASSOCIATION, a Nebraska nonprofit corporation ("Grantor") and NEBRASKA STATE FAIR BOARD f/k/a the Nebraska State Board of Agriculture, a private corporation established under the authority Neb. Rev. Stat. § 2-101 and an instrumentality serving the State of Nebraska and its citizens under the terms provided for in Neb. Rev. Stat. Article 1 of Chapter 2 ("Grantee").

WHEREAS, Grantor owns that certain real property situated in Hall County, State of Nebraska, and legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor's Property");

WHEREAS, Grantor has leased to the City of Grand Island, Nebraska, a municipal corporation (the "City"), and Wells Fargo Brokerage Services, L.L.C., that part of Grantor's Property as set forth on Exhibit "B" attached hereto and incorporated herein by this reference ("City's Leased Property");

WHEREAS, Grantor has leased to Grantee that part of Grantor's Property as set forth on Exhibit "C" attached hereto and incorporated herein by this reference ("Grantee's Leased Property") pursuant to a Ground Lease Agreement dated on or about the date hereof; and

WHEREAS, Grantee desires to acquire and Grantor desires to grant certain easement rights in Grantor's Property.

NOW THEREFORE, in consideration of the above premises and of the covenants herein contained, and for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree as follows:

- 1. Grant of Easement.** For good and valuable consideration, Grantor grants to Grantee and Grantee's employees, agents, contractors, invitees, licensees and tenants a perpetual

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easement over and across that part of the City's Leased Property (the "North Easement Area"), and that part of the Grantor's Property (the "South Easement Area"), all as shown and designated on Exhibit "D" attached hereto and incorporated herein by this reference and over, under and across Grantor's Property as reasonably required for access to public and private utilities, including but not limited to water, sewer, electrical and telephone (the "Utilities Area") (together, the South Easement Area and the North Easement Area may be referred to herein as the "Easement Area"), and on the terms and conditions set forth in this Agreement (the "Easement").

2. **Description of Access Easement.** The easement granted in this Agreement over and across the Easement Area is for purposes of continuous year-round, non-exclusive, unimpaired vehicular and pedestrian ingress and egress along existing roads, driveways and sidewalks, and for purposes of the laying pavement for roads and driveway on the Easement Area by Grantee (the "Work"). From the date hereof until Grantee has completed the Work, the Easement Area shall be extended one hundred (100) feet in all directions for purposes of allowing Grantee, its employees, agents, contractors, invitees, licensees and tenants to complete the Work. In the event of the termination of this Agreement as provided herein, Grantee shall have no obligation to remove such paving or any other improvements or additions made by Grantee to the Easement Area and the same shall vest and become the sole property of Grantor. Grantor hereby covenants and agrees that the location of roads, driveways and sidewalks in the Easement Area existing as of the Effective Date or constructed by Grantee as part of the Work shall not be altered without the prior written consent of Grantee.
3. **Description of Utilities Easement.** The easement granted in this Agreement over, under and across the Utilities Area is for purposes of accessing, installing and supplying utilities to the Grantee's Leased Premises (the "Facilities"). The grant of easement herein contained shall include the right of Grantee, its employees, agents, contractors, invitees, licensees and tenants to enter upon the Grantor's Property and to survey, construct, maintain, repair, replace, operate, control, and use the Facilities, so long as such use by Grantee does not substantially interfere with Grantor's use of Grantor's Property. Grantee shall restore the Utilities Area as far and as soon as is possible to its pre-existing condition at Grantee's sole cost and expense.
4. **Maintenance.** Grantor, at its sole cost and expense, shall be responsible for the commercially reasonable maintenance, repair, replacement, snow removal, taxes and insurance for the Easement Area and Grantor's Property, including any roads, driveways, sidewalks, fences and gates existing or to be located thereon.
5. **Access Points; Obstructions.** The openings and access points to the Easement Area shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place without the prior written consent of Grantee. Neither Grantor nor its tenants or occupants of any portion of the Grantor's Property, nor the respective employees, agents, contractors, invitees, licensees or tenants of Grantor or those of Grantor's tenants or occupants, shall interfere with the reasonable use of the Easement. No barricade, fence or other like obstruction or improvement shall be erected or

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maintained on the Easement Area so as to impair the free flow of vehicular traffic thereon; provided, however, this restriction shall not apply to the existing gate between the North Easement Area and E. Fonner Park Road so long as Grantor provides Grantee and its employees, agents, contractors, invitees, licensees and tenants, reasonable means by which to open and close such gate.

6. **Covenants to Run with Land.** It is intended that the easements, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited and burdened hereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit and burden of the respective parties and their successors, assigns, heirs, and personal representatives.
7. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from and against all claims, liabilities, and expenses relating to accidents, injuries, loss, or damage to any person or property arising from or in any manner relating to the use by Grantee of the Easement except as may result from the negligence or intentional misconduct of Grantor, its employees, agents, contractors, invitees, licensees and tenants.
8. **Not a Public Easement.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor's Property or Grantee's Leased Property.
9. **Waiver and Consent.** By their signatures to the "Waiver and Consent" attached hereto, each of the undersigned, on behalf of themselves and their successors and assigns, hereby consents to this Easement on the North Easement Area and waives any rights it may have with respect to the City's Leased Property inconsistent with the rights of Grantee as set forth herein.
10. **Merger.** There shall be no merger of this Agreement or of the Easement hereby created with the fee estate in the Grantor's Property, the leasehold interest in the City's Leased Property, or any part thereof by reason of the fact that the same person, firm, corporation, or other legal entity may acquire or hold, directly or indirectly, this Easement or any the leasehold estate and the fee estate in the Grantor's Property or any interest in such fee estate without the prior written consent of Grantee.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee relating to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to or termination of this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.
12. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee including all successor owners of the Grantor's Property and Grantee's Leased Property. Any party may file this instrument in the public record.

[Signature Page and Waiver and Consent Follows.]

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IN WITNESS WHEREOF, The parties hereto have executed this Agreement effective as the 15th day of April, 2013.

**"GRANTOR"**

HALL COUNTY LIVESTOCK IMPROVEMENT ASSOCIATION, a Nebraska nonprofit corporation

By: Hugh Miner, Jr.

Name: Hugh Miner, Jr.

Title: Exec. V.P./CEO

Hall County Livestock Improvement Assn.

**"GRANTEE"**

NEBRASKA STATE FAIR BOARD

By: Joseph McDermott

Name: Joseph McDermott

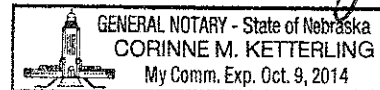
Title: Executive Director  
Nebraska State Fair Board

STATE OF NEBRASKA )  
COUNTY OF Hall ) ss.

The foregoing instrument was acknowledged before me on this 10 day of May, 2013, by Hugh Miner Jr. Exec VP, CEO of Hall County Livestock Improvement Association, a Nebraska nonprofit corporation, on behalf of the corporation.

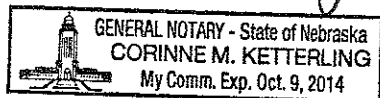
Corinne M. Ketterling  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Hall ) ss.



The foregoing instrument was acknowledged before me on this 10 day of May, 2013, by Joseph McDermott, Executive Director of the Nebraska State Fair Board, a private corporation established under the authority Neb. Rev. Stat. § 2-101, on behalf of the corporation.

Corinne M. Ketterling  
Notary Public



00527896

**Waiver and Consent:**

The undersigned, on behalf of itself and its successors and assigns, hereby executes this Agreement for the sole purpose of expressing its consent to this Agreement, including but not limited to the Easement on the North Easement Area and its waiver of any rights it may have with respect to the City's Leased Property inconsistent with the rights of Grantee as set forth herein.

**"CITY"**

CITY OF GRAND ISLAND, NEBRASKA,  
a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, Mayor the City of Grand Island, Nebraska, a municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

00527896

**Waiver and Consent:**

The undersigned, on behalf of itself and its successors and assigns, hereby executes this Agreement for the sole purpose of expressing its consent to this Agreement, including but not limited to the Easement on the North Easement Area and its waiver of any rights it may have with respect to the City's Leased Property inconsistent with the rights of Grantee as set forth herein.

**"WELLS FARGO"**

WELLS FARGO BROKERAGE SERVICES, L.L.C.,

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

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

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

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ of Wells Fargo Brokerage Services, L.L.C., on behalf of the company.

\_\_\_\_\_  
Notary Public

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**EXHIBIT "A"**

**Legal Description of Grantor's Property**

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Parcel 2:

The West Half of the Southeast Quarter (W1/2 SE1/4) of Section Twenty-two (22), in Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska; except those portions thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes; and except that portion thereof now a part of Lot 1, Heartland Event Center First Subdivision to the City of Grand Island, Hall County, Nebraska.

Parcel 3:

A tract of land comprising a part of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said West 1/2 of the Southwest 1/4; thence westerly along the south line of said Section 22, a distance of 459.23 feet to the southeast corner of Fonner Second Subdivision; thence deflecting right 96° 16' 30" and running northeasterly along the easterly line of said Fonner Second Subdivision a distance of 241.34 feet; thence deflecting left 06° 45' 34" and running northerly along the easterly line of said Fonner Second Subdivision a distance of 1239.28 feet to the northeast corner of said Fonner Second Subdivision; thence deflecting left 89° 31' 32" and running westerly along the northerly line of said Fonner Second Subdivision, a distance of 849.37 feet to the northwest corner of Lot 1, Fonner Second Subdivision; thence northerly along the east line of Locust Street, a distance of 86.03 feet; thence deflecting right 90° 46' 13" and running easterly, a distance of 4.5 feet; thence deflecting left 90° 46' 13" and running northerly, a distance of 6.0 feet; thence deflecting left 89° 13' 47" and running westerly a distance of 4.5 feet to the east line of said Locust Street; thence northerly along said east line of Locust Street, a distance of 225.75 feet to the south line of Janisch Subdivision; thence easterly along the south line of said Janisch Subdivision, a distance of 319.67 feet to the southeast corner of said Janisch Subdivision; thence northerly along the east line of said Janisch Subdivision, a distance of 320.38 feet to the northeast corner of said Janisch Subdivision; thence easterly along the south line of Fonner Third Subdivision, a distance of 299.53 feet to the southeast corner of said Fonner Third Subdivision; thence northerly along the east line of said Fonner Third Subdivision, a distance of 440.04 feet to the northeast corner of said Fonner Third Subdivision; thence easterly along the south right-of-way line of Fonner Park Road, a distance of 661.08 feet to the east line of said West 1/2 of the Southwest 1/4; thence southerly along the East line of said West 1/2 of the Southwest 1/4, thence Southerly along the East line of said West 1/2 of the Southwest 1/4 a distance of 2550.5 feet to the Place of Beginning; containing 37.727 acres more or less; except that portion conveyed to the City of Grand Island in Quit Claim Deed recorded as Inst .No. 92-101566 and those portions thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes.

Parcel 4:

The Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in Hall County, Nebraska; except the South Ninety-three (93) feet thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes.

Parcel 5:

That part of the Fractional East Half of the Southeast Quarter (E1/2 SE1/4) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at a point on the east and west half section line of said Section Twenty-two (22), 40 feet west of the east quarter corner of said Section Twenty-two (22); thence south and parallel to the east section line of said Section a distance of 2,108 feet; thence in a southwesterly direction at an angle of 65 13' to the right a distance of 1,100 feet to a point 40 feet north of the south section line of said Section; thence west and parallel to the south section line of said section a distance of 297 feet; thence north on the west line of the East Half of the Southeast Quarter (E1/2 SE1/4), a distance of 2,600 feet; thence east on the half section line a distance of 1,280 feet to the point of beginning; except those portions thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes.

Parcel 7:

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska; except those portions thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes; and except that portion thereof previously conveyed to the City of Grand Island, Nebraska, in Corporation Quitclaim Deed recorded as Inst. No. 2005-07324 in the office of the Register of Deeds of Hall County, Nebraska.



**EXHIBIT "B"**

**Legal Description City's Leased Property**

00527896

That real estate located in the City of Grand Island, Hall County, Nebraska, which is described as follows:

*A tract of land comprising a part of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), 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, more particularly described as follows:*

*Beginning at the northeast corner of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4); thence running southerly on the east line of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), on an Assumed Bearing of S00°00'32"W, a distance of Eighty (80.00) feet, to a point on the southerly right of way line of Fonner Park Road, and to the ACTUAL point of beginning; thence continuing S00°00'32"W, on the east line of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), a distance of Three Hundred Seventy (370.00) feet; thence running N89°12'51"W, a distance of Two Hundred Twenty Five (225.00) feet; thence running N00°00'32"E, a distance of Ninety (90.00) feet; thence running N89°12'51"W, a distance of Five Hundred Seventy Five and Seventy Four Hundredths (575.74) feet; thence running N00°00'26"W, a distance of Two Hundred Seventy Nine and Sixty Hundredths (279.60) feet, to a point on the southerly right of way line of Fonner Park Road; thence running S89°14'35"E on the southerly right of way line of Fonner Park Road, a distance of Eight Hundred and Eighty One Hundredths (800.81) feet, to the ACTUAL point of beginning and containing 5.608 acres more or less.*

**EXHIBIT "C"**

**Legal Description of Grantee's Leased Property**

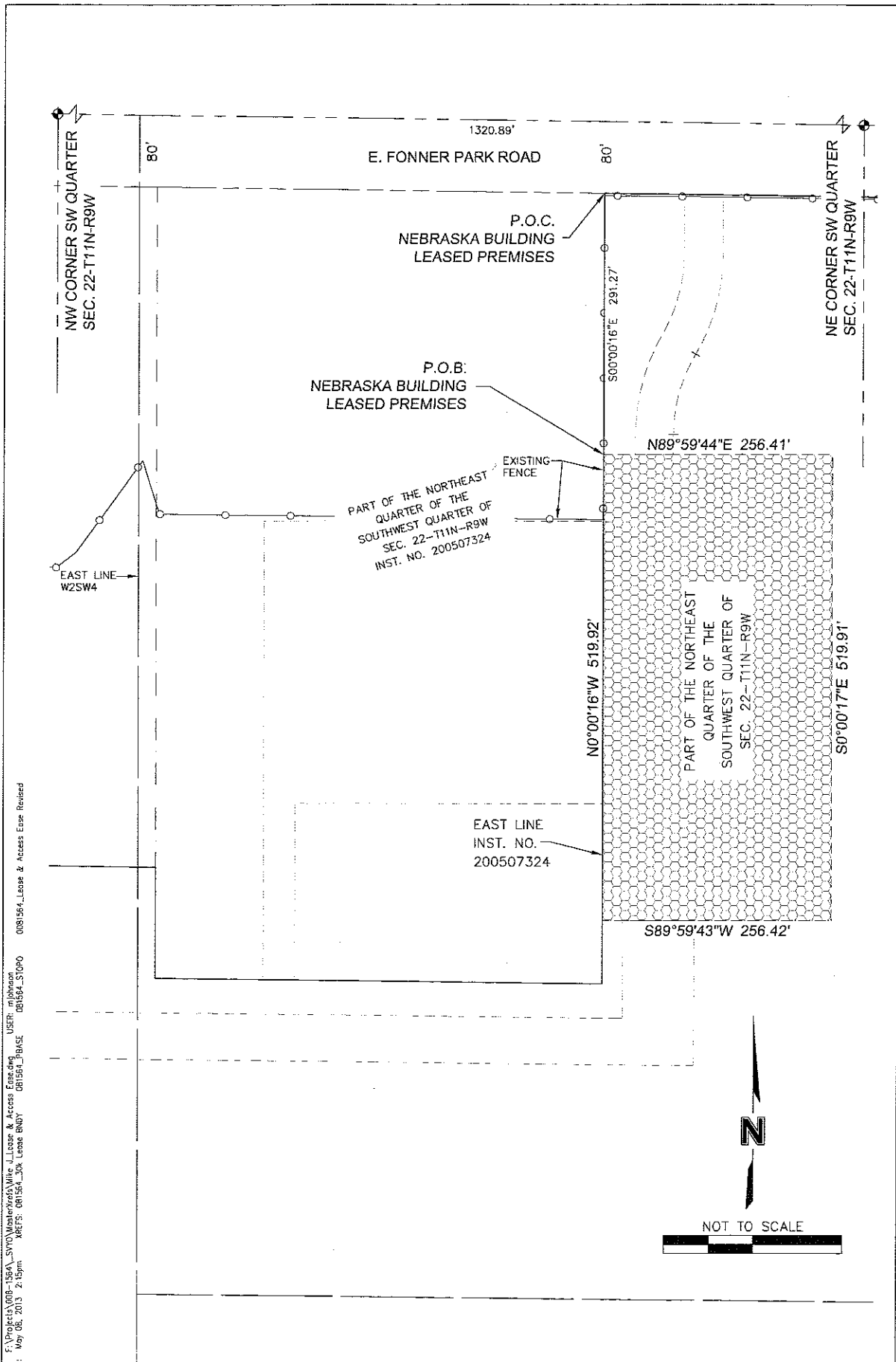
00527896

### NEBRASKA BUILDING LEASED PREMISES

A LEGAL DESCRIPTION FOR A PARCEL OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11, RANGE 9 WEST, OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN INST. NO. 2005-07324, RECORDS OF HALL COUNTY; THENCE, SOUTH, ON THE EAST LINE OF SAID PARCEL OF LAND ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 16 SECONDS EAST, A DISTANCE OF 291.27 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE NORTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, A DISTANCE OF 256.41 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 519.91 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST, A DISTANCE OF 256.42 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND AS DESCRIBED IN INST. NO. 2005-07324, RECORDS OF HALL COUNTY; THENCE NORTH 00 DEGREES 00 MINUTES 16 SECONDS WEST ON THE EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 519.92 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 133,314.38 SQUARE FEET OR 3.06 ACRES, MORE OR LESS.

Wednesday, May 08, 2013  
F:\Projects\008-1564\SVYO\Doc\Nebraska Building Leased Premises.doc



DWG: F:\Projects\008-1564\SYN\Master\Map\Lease & Access Easement.dwg  
 DATE: May 08, 2013 2:15pm  
 USER: mjohnson  
 DB1564\_BASE DB1564\_LEASE & ACCESS EASE REVISD

PROJECT NO: 2008-1564  
 DRAWN BY: MRJ  
 DATE: 04/25/2013

NEBRASKA BUILDING  
 LEASED PREMISES

**MOLSSON**  
 ASSOCIATES

1111 Lincoln Mall, Suite 111  
 P.O. Box 84608  
 Lincoln, NE 68501-4008  
 TEL: 402.474.6311  
 FAX: 402.474.5150

EXHIBIT  
 1

**EXHIBIT “D”**

**Easement Area**

[To Be Attached.]

00527896

## MUTUAL ACCESS AGREEMENT

A LEGAL DESCRIPTION FOR A PARCEL OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRIBED IN INST. NO. 2003-16338, RECORDS OF HALL COUNTY, SAID POINT BEING ON THE SOUTH LINE OF LOT 1, BROWNELL SUBDIVISION; THENCE, SOUTHERLY, ON THE EAST LINE OF SAID RIGHT OF WAY, ON AN ASSUMED BEARING OF S00°06'08"E, A DISTANCE OF 164.30' TO **THE TRUE POINT OF BEGINNING**; THENCE S89°21'36"E, A DISTANCE OF 1,818.11' TO A POINT; THENCE N00°03'41"E, A DISTANCE OF 109.09' TO A POINT; THENCE N89°59'43"E, A DISTANCE OF 80.32' TO A POINT; THENCE S00°11'50"W, A DISTANCE OF 161.99' TO A POINT; THENCE N89°21'36"W, A DISTANCE OF 1,897.90' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE N00°06'08"W, ON THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 52.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 107,481.88 SQUARE FEET OR 2.47 ACRES, MORE OR LESS.

### TOGETHER WITH:

A LEGAL DESCRIPTION FOR A PARCEL OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11, RANGE 9 WEST, OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN INST. NO. 2005-07324, RECORDS OF HALL COUNTY, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF FONNER PARK ROAD; THENCE EASTERLY ON THE SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 80.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 ON AN ASSUMED BEARING OF S89°13'28"E, A DISTANCE OF 89.05' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°13'28"E ON SAID LINE, A DISTANCE OF 43.00' TO A POINT; THENCE S00°00'16"E, A DISTANCE OF 66.28' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 30°09'07", A RADIUS OF 221.50', AN ARC LENGTH OF 116.56', A CHORD LENGTH OF 115.22', A TANGENT LENGTH OF 59.67', AND A CHORD BEARING OF S15°04'17"W, TO A POINT OF REVERSE CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 30°09'07", A RADIUS OF 178.50', AN ARC LENGTH OF 93.94', A CHORD LENGTH OF 92.86', A TANGENT LENGTH OF 48.08', AND A CHORD BEARING OF S15°04'17"W TO A POINT; THENCE S00°00'16"E, A DISTANCE OF 22.28' TO A POINT; THENCE S89°59'44"W, A DISTANCE OF 43.00' TO A POINT; THENCE N00°00'16"W, A DISTANCE OF 22.28' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 30°09'07", A RADIUS OF 221.50', AN ARC LENGTH OF 116.56', A CHORD LENGTH OF 115.22', A TANGENT LENGTH OF 59.67', AND A CHORD BEARING OF N15°04'17"E, TO A

POINT OF REVERSE CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 30°09'07", A RADIUS OF 178.50', AN ARC LENGTH OF 93.94', A CHORD LENGTH OF 92.86', A TANGENT LENGTH OF 48.08', AND A CHORD BEARING OF N15°04'17"E TO A POINT; THENCE N00°00'16"W, A DISTANCE OF 66.86' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 12,872.00 SQUARE FEET OR 0.30 ACRES, MORE OR LESS.

Wednesday, May 08, 2013  
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RESOLUTION 2013-183

WHEREAS, the Nebraska State Fair Board (Fair Board) leases real estate from the Hall County Livestock Improvement Association (Fonner Park) for the location of the Nebraska State Fair; and

WHEREAS, the City of Grand Island (City) also leases real estate from Fonner Park; and

WHEREAS, the Fair Board is building a new multi-use building on part of the real estate it leases from Fonner Park; and

WHEREAS, in order for the Fair Board to have access to its new building and for utilities to be installed to service that building, it will need an easement over part of the real estate the City leases from the Fonner Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign on behalf of the City the Easement Agreement between Fonner Park and the Fair Board granting the City's consent to the easement granted by Fonner Park to the Fair Board.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item I-1

**#2013-184 - Consideration of Approving Legal Description  
Correction Concerning Acquisition of Public Right-of-Way for the  
Moore's Creek Drainway Extension (Eric M. & Kenda D. Pollock)**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** June 11, 2013

**Subject:** Approving Legal Description Correction Concerning Acquisition of Public Right-of-Way for the Moore's Creek Drainway Extension (Eric M. & Kenda D. Pollock)

**Item #'s:** I-1

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

On November 13, 2012 City Council approved the acquisition of public right-of-way in the amount of \$43,500.00, from Eric M. and Kenda D. Pollock for the extension of the Moore's Creek Drainway to accommodate the installation of storm sewer. Such public right-of-way will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of drainage utilities within the easements. The legal description for such public right-of-way mistakenly listed the 33' of existing right-of-way in the legal description.

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

## **Discussion**

City Council is being asked to approve the correct legal description for this tract of land to allow for re-filing of the corrected Warranty Deed.

## **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

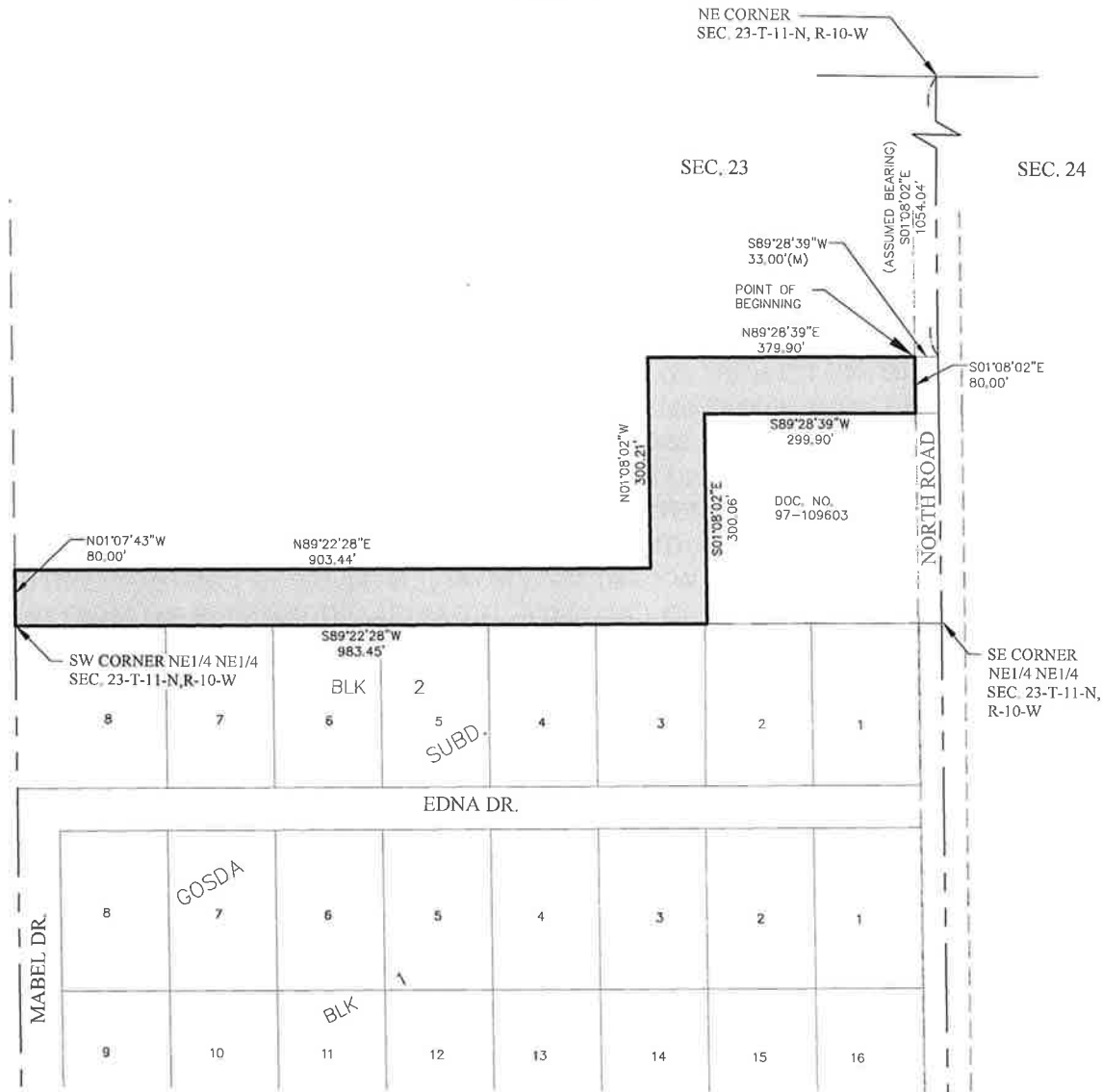
### **Recommendation**

City Administration recommends that the Council approve the corrected legal description for the previously acquired public right-of-way from Eric M. and Kenda D. Pollock.

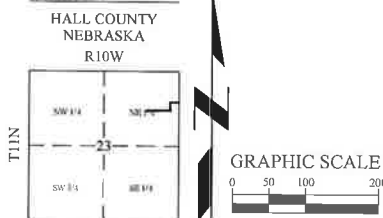
### **Sample Motion**

Move to approve the corrected legal description for the previously acquired public right-of-way from Eric M. and Kenda D. Pollock.

# EXHIBIT TRACT 2



## VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

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

DATE	5/28/2013
SCALE	1"=200'
DRAWN	KSL
JOB NO.	R121267
FIELD BOOK	
FIELD WORK	EG
SHEET	1 OF 1
FILE NO.	



**JEO CONSULTING GROUP, INC.**  
800.723.8567  
**OFFICES**  
Wahoo, NE 402.443.4651  
Hastings, NE 402.462.5657  
Lincoln, NE 402.435.3080  
Nebraska City, NE 402.873.6766  
Norfolk, NE 402.371.6416  
Grand Island, NE 308.381.7428  
Omaha, NE 402.934.3680  
Carroll, IA 712.792.9711  
South Sioux City, NE 402.494.7019  
Ankeny, IA 515.964.5310  
[www.jeo.com](http://www.jeo.com)

## LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

RESOLUTION 2013-184

WHEREAS, acquisition of public right-of-way from Eric M. and Kenda D. Pollock was approved by Grand Island City Council on November 13, 2012 for the Moore's Creek Drainway Extension, to construct and maintain such project; and

WHEREAS, a public hearing was held on November 13, 2012, for the purpose of discussing such public right-of-way acquisition; and

WHEREAS, the original legal description inadvertently included 33' of the existing public right-of-way; and

WHEREAS, the correct legal description for the acquired public right-of-way is as follows:

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

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, 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 correct the legal description for the previously acquired public right-of-way from Eric M. and Kenda D. Pollock, on the above-described tracts of land.

- - -

Approved as to Form	□
June 7, 2013	□ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item I-2

### **#2013-185 - Consideration of Resolution Supporting Administration's Efforts to Abate a Public Nuisance**

Staff Contact: Robert Sivick

# **Council Agenda Memo**

**From:** Stacy R. Nonhof, Assistant City Attorney

**Meeting:** June 11, 2013

**Subject:** Consideration of Resolution Supporting Administration's Efforts to Abate a Public Nuisance

**Item #'s:** I-2

**Presenter(s):** Robert J. Sivick, City Attorney

## **Background**

Larry Tourangeau owns property located at 311 East 3<sup>rd</sup> Street and 319 East 5<sup>th</sup> Street, Grand Island, Nebraska. Mr. Tourangeau has either placed himself or directed others to erect plywood signs facing the street(s) which together constitute fences running along the length of his properties. This has been an ongoing problem for a number of years. Mr. Tourangeau has been repeatedly asked to take the signs down, but has refused. The Grand Generation Center is located directly across the street from 311 East 3<sup>rd</sup> Street and the citizens that frequent that facility along with residents of the 5th and Oak Streets area have repeatedly expressed their desire to see these signs removed.

## **Discussion**

Grand Island City Code prohibits the erection of signs such as these without first obtaining a permit. Mr. Tourangeau has never requested nor been granted a permit to erect these signs. These signs violate nine (9) different provisions of the City Code - §31-2, §31-3, §31-5, §31-6, §31-9, §31-17, §36-100, §17-4 and §20-14. The signs on 3<sup>rd</sup> Street have within the last week been painted over with black and red paint. The signs at both locations have become a canvas for graffiti. The continued presence of these signs have decreased surrounding property values and reduced the overall livability of the City. These signs have also conveyed a shabby image of the City to visitors such as participants and spectators of the annual Harvest of Harmony parade.

City Code authorizes the removal of these signs. Mr. Tourangeau was sent notice to remove these signs. Pursuant to City Code, Mr. Tourangeau was sent a 10 day notice to remove these signs via certified mail – the 10 days commenced on May 20, 2013, when the certified mail receipt was signed for by an employee of the Missouri Secretary of State. The Missouri Secretary of State was sent notice along with others as the two

corporations that own these properties are incorporated in Missouri with Mr. Tourangeau listed as the registered agent. Service upon a corporation can be made upon the Secretary of State of the state in which a corporation is incorporated.

The Resolution for consideration this evening offers the Council the opportunity as the governing body for the City, to publicly express its support for the Administration's desire and efforts to abate this nuisance pursuant to City Code.

Removal of these signs will benefit the entire City of Grand Island.

### **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 Resolution 2013-185 expressing the Council's support for the Administration's desire and efforts to abate the nuisance of illegal signs located at 311 East 3<sup>rd</sup> Street and 319 East 5<sup>th</sup> Street for the benefit of the City of Grand Island and its citizens.

### **Sample Motion**

Move to approve Resolution 2013-185.

RESOLUTION 2013-185

WHEREAS, signs located at 311 East 3<sup>rd</sup> Street and 319 East 5<sup>th</sup> Street within the City of Grand Island have been erected and maintained in violation of the Grand Island City Code; and

WHEREAS, said signs constitute a public nuisance; and

WHEREAS, City Code Section 31-7 authorizes the removal of signs in violation of City Code; and

WHEREAS, the City Council as the governing body of the City of Grand Island, supports the Administration's desire and efforts to abate this public nuisance,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that it supports the Administration's desire and efforts to utilize all available means and resources to abate the public nuisance consisting of signs located at 311 East 3<sup>rd</sup> Street and 319 East 5<sup>th</sup> Street within the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 7, 2013	▣ City Attorney



# City of Grand Island

Tuesday, June 11, 2013

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of May 29, 2013 through June 11, 2013**

*The Claims for the period of May 29, 2013 through June 11, 2013 for a total amount of \$3,580,502.48.  
A MOTION is in order.*

Staff Contact: Jaye Monter



# City of Grand Island

Tuesday, June 11, 2013

## Council Session

### Item X-1

#### **Strategy Session with Respect to Collective Bargaining (FOP).**

*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