
City of Grand Island



Tuesday, September 24, 2013
Council Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Gary Schulte, Evangelical Free Church, 2609 South Blaine Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item C-1

Recognition of Don David for Donation for New Police Service Dog

The Mayor and City Council will recognize Don David for his generous donation of \$8,000 to the Police Department for their purchase of a new K-9 police service dog. Max, a 1-year-old Belgian Malinois was purchased to replace Noa who was diagnosed with a career-ending medical issue and was removed from active duty. Officer Jeremy Gildersleeve is Max's handler. The City of Grand Island thanks Mr. David for his generous donation.

Staff Contact: Mayor Jay Vavricek



Certificate of Appreciation

Awarded to:

“Don David”

for your generous donation of \$8,000 used to purchase “Max” the new
police service dog.



Mayor Jay Vavricek



City Administrator Mary Lou Brown



City Clerk RaNaee Edwards



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item C-2

Proclamation “Hispanic Heritage Month” September 15 – October 15, 2013

Hispanic men and women play an integral role in the progress, productivity, and strength of our city. They fortify our community and strengthen our families through their accomplishments and cultural contributions to society. Mayor Vavricek has proclaimed the month of September 15 through October 15, 2013 as "Hispanic Heritage Month". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

- WHEREAS, Hispanic men and women have worked hard to create opportunities in the next century, overcoming barriers of language, culture and tradition; and
- WHEREAS, Hispanic men and women play an integral role in the progress and productivity of our great city, working to fortify our community and strengthen our families; and
- WHEREAS, Hispanic soldiers have shared in the strong democratic ideals of the United States, bravely serving the nation and garnering numerous awards, including the Congressional Medal of Honor, and continuing to follow a tradition of loyal and patriotic service in the U.S. Armed Forces; and
- WHEREAS, by continuing to strive for equal opportunity in the areas of employment, education and economic development, the Hispanic population is making our Nebraska United stronger than ever; and
- WHEREAS, it is important to honor and celebrate Grand Island's Hispanic people and their accomplishments and cultural contributions to society.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of September 15 through October 15, 2013 as

"HISPANIC HERITAGE MONTH"

in the City of Grand Island, and encourage all citizens to take this opportunity to celebrate our past and build our future – "celebrar nuestro pasado y construir nuestro future."

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


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk

La Oficina del Alcalde

Grand Island, Nebraska

CONSIDERANDO, Los hombres y mujeres Hispanos han trabajado arduamente para crear oportunidades para el proximo siglo, enfrentandose a las barrera del language, cultura y tradiciones; y

CONSIDERANDO, Los hombres y mujeres Hispanas juegan un papel integral en el progreso y productividad de nuestra gran ciudad, trabajando para fortificar nuestra comunidad y fortalecer nuestra familia; y

CONSIDERANDO, Los soldados Hispanos han compartido los Fuertes ideales democraticos de los Estados Unidos, sirviendo solemnemente la nacion y alcanzando numerosos premios, Incluyendo la Medalla de Honor del Congreso, y continuando una tradicion de servicio, Lealtad y patriotism en las Fuerzas Armadas; y

CONSIDERANDO, por la continuidad del esfuerzo en la igualdad de oportunidades en el area del empleo Educacion y desarrollo economico, la poblacion Hispana esta haciendo nuestra Nebraska Unida mas fuerte que nunca; y

CONSIDERANDO, es importante dar honor y celebrar la poblacion de la comunidad Hispana de Grand Island y sus alcances y contribuciones culturales a la sociedad.

AHORA, POR CONSIGUIENTE. Yo, Jay Vavricek, Alcalde de Grand Island, Nebraska, aqui me permit

Proclamar el mes de Septiembre 15 al 15 de Octubre de 2013 como

"MES DE LA HERENCIA HISPANA"

en la ciudad de Grand Island, y asi tomar esta oportunidad para pedir a todos los ciudadanos a celebrar nuestro pasado y construir nuestro futuro – "Celebrar nuestro pasado y construir nuestro futuro"

PARA CONSTATAR, Yo he firmado y sellado con el Gran Sello de la ciudad de Grand Island para dar fe a los veinticuatro dias de Septiembre de nuestro senor de dos mil trece.

Jay Vavricek, Alcalde



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item E-1

**Public Hearing on Request from Nebraska CVS Pharmacy LLC,
dba CVS/Pharmacy 10243, 1710 West 2nd Street for a Class “C”
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 24, 2013

Subject: Public Hearing on Request from CVS Pharmacy LLC
dba CVS/Pharmacy 10243, 1710 West 2nd Street for a
Class “C” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

CVS Pharmacy LLC dba VCS/Pharmacy 10243, 1710 West 2nd Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments.

Also submitted with the application was a request from Dale ZurKammer, 18601 Chandler Street, Omaha, NE for a Liquor Manager Designation.

Alternatives

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

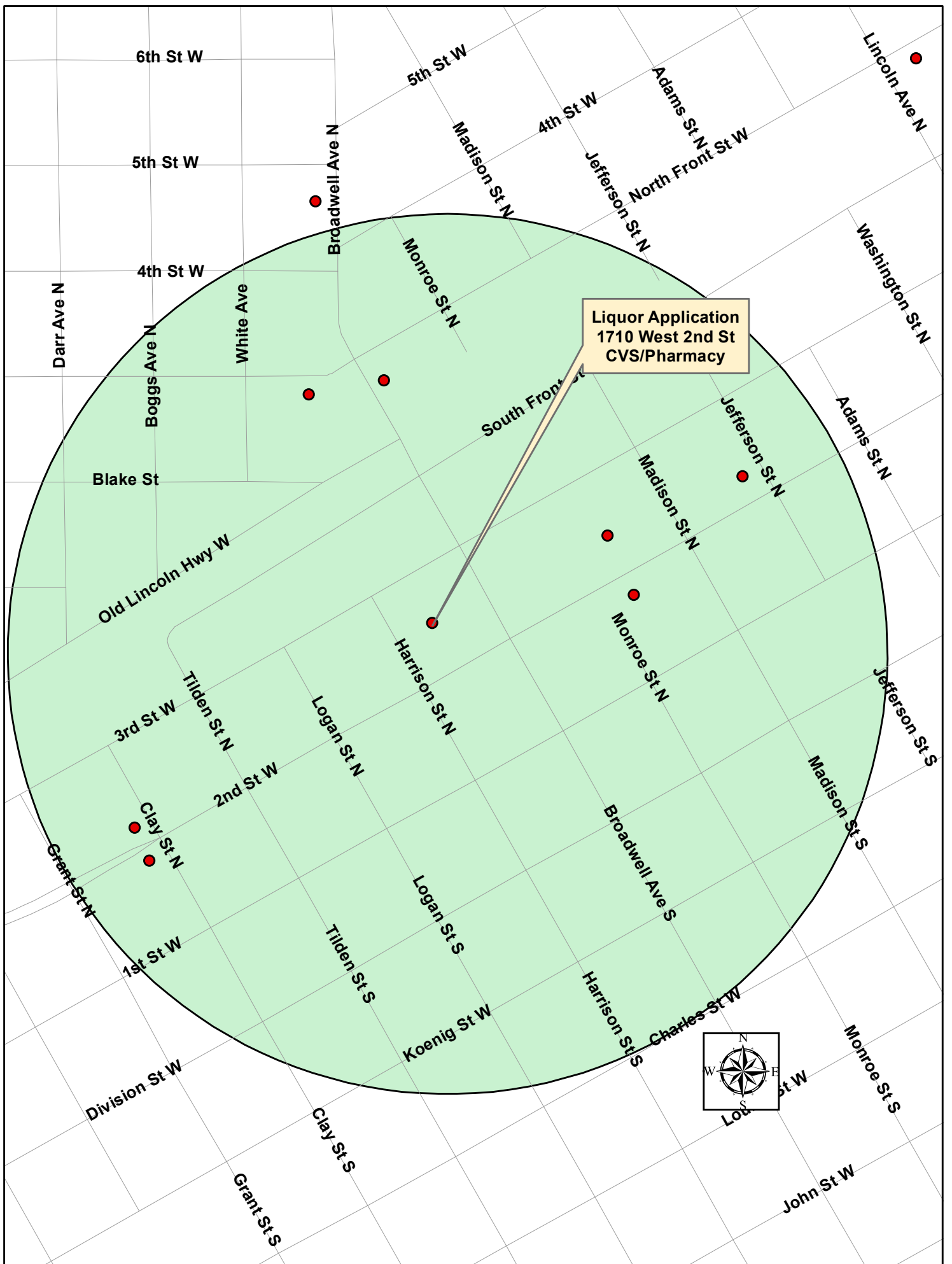
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

Move to approve the application for CVS Pharmacy LLC dba CVS/Pharmacy 10243, 1710 West 2nd Street for a Class "C" Liquor License contingent upon final inspections and Manager Designation for Dale ZurKammer, 18601 Chandler Street, Omaha, NE contingent upon completion of a state approved alcohol server/seller training program.



09/19/13
12:02

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 08:00:00 08/29/2013
Occurred before : 16:00:00 08/29/2013
When reported : 09:44:04 09/13/2013
Date disposition declared : 09/13/2013
Incident number : L13091785
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 1710 2nd St W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 18114
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	187304	09/13/13	CVS Pharmacy,	Business
NM	187306	09/13/13	ZurKammer, Dale W	Liquor Manager
NM	187307	09/13/13	ZurKammer, Beverly K	Dale's Spouse

LAW INCIDENT CIRCUMSTANCES:

Se Circu	Circumstance code	Miscellaneous
1	LT09 Drug Store/Dr Office/Hospital	

LAW INCIDENT NARRATIVE:

The New CVS Pharmacy Located at 1710 W. 2nd Street has Requested a Class C Liquor License. Dale ZurKammer Applied to be the Liquor Manager.

LAW INCIDENT OFFENSES DETAIL:

Se Offe	Offense code	Arson Dama
---------	--------------	------------

1 AOFF Alcohol Offense 0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date

1 Vitera D 09:54:16 09/13/2013

318

Grand Island Police Department
Supplemental Report

Date, Time: Fri Sep 13 09:54:31 CDT 2013
Reporting Officer: Vitera
Unit- CID

The new CVS Pharmacy located at 1710 W. 2nd St. is applying for a Class C (beer, wine, distilled spirits on and off sale) LLC retail liquor license. Dale ZurKammer is applying for the position of liquor manager. The first thing I noticed about the application is the fact that CVS is applying for a Class C license which includes "on sale." There is a handwritten note on the application beside the Class C request that reads, "Restricted Class C is preferred." I called Jackie Matulka at the NLCC who advised that the Class C request is so CVS can have promotions where customers can sample some of their alcoholic beverages without having to obtain an SDL. A restriction will be placed on the license which typically states, "On sale consumption restricted to promotional tasting by consumers."

While continuing to peruse the application, I noticed that the corporate office is located in Woonsocket, Rhode Island, and all of the corporate officers live in Rhode Island or Massachusetts. One corporate officer disclosed a DUI which occurred in Massachusetts in 1984. No other convictions were disclosed by any of the other corporate officers. According to the application there are currently sixteen CVS Pharmacies in Nebraska with a liquor license.

Since I can't run criminal history checks for liquor license investigations and all of the applicants live out of state, this investigation will have to rely on the fingerprint submissions, NSP investigation, and the NLCC decision. Since there are several other CVS Pharmacy stores in Nebraska that sell alcoholic beverages, they have gotten licenses in the past. I can't imagine that there have been any significant changes from the prior applications to this one. I would assume the applicant is still qualified to receive a license. All in all,

when all the people on the application aren't local, local input is hard to come by.

I will turn my attention to the liquor manager application. Dale ZurKammer and his wife Beverly have lived in Omaha since 2011. They lived in Lavista, NE in 2010 and 2011. Prior to that, the ZurKammer's lived in Greenwood, MO from 2002 until 2010. Dale and Beverly didn't disclose any convictions, and Beverly signed a Spousal Affidavit of Non-Participation form. Dale is currently the liquor manager at five CVS stores in the Omaha area and has one application pending in Lavista.

I tried contacting the Greenwood, Missouri Police Department several times on 9/13/13 but kept getting a recording with voicemail options. I was able to speak with someone on 9/16/13 and faxed them a request for information on the ZurKammer's. 9/17/13, I received a response from Greenwood saying that their agency had no record of the ZurKammer's. I did some Internet searches for the ZurKammer's and didn't find anything disturbing. The ZurKammer's weren't in Spillman, and no convictions were listed in NCJIS.

In summary, there are several CVS Pharmacies in Nebraska with liquor licenses. Dale ZurKammer is already a liquor manager in Nebraska for CVS Pharmacies. Neither one of the ZurKammer's have a criminal record in Nebraska, and after living in Greenwood, Missouri for eight years, the police department there has no record of them. The Grand Island Police Department has no objection to CVS Pharmacy obtaining a Class C restricted license or to Dale ZurKammer becoming the liquor manager.



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item E-2

Public Hearing on Request to Rezone Property Located at 2012 N Webb Road from CD Commercial Development to Amended CD Commercial Development Zone

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 24, 2013

Subject: Rezone Properties located West of Webb Road and North of State Street from CD – Commercial Development Zone to Amended CD – Commercial Development Zone.

Item #'s: E-2 & F-2

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

Background

This is a request to rezone properties located west of Webb Road and north of State Street north from CD – Commercial Development Zone to Amended CD – Commercial Development Zone.

Since this building is located in a CD Zone Council needs to take action to approve changes to the development plan that would allow expansion of the building at this location. Council will also be vacating 15 feet of the existing access easement along the west side of this property to allow for the expansion of this building.

Discussion

At the regular meeting of the Regional Planning Commission, held September 4, 2013 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained this proposed development would move the building envelope and increase the size of the proposed building on this lot from 5,760 square feet (including the gas island canopy) to a 7,650 square foot building.

O'Neill closed the Public Hearing.

A motion was made by Hayes and seconded by Reynolds to approve the Rezone from CD – Commercial Development Zone to Amended CD – Commercial Development Zone.

A roll call vote was taken and the motion passed with 7 members present and voting in favor (Hayes, Snodgrass, O'Neill, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance and amended development and easement vacation as presented.

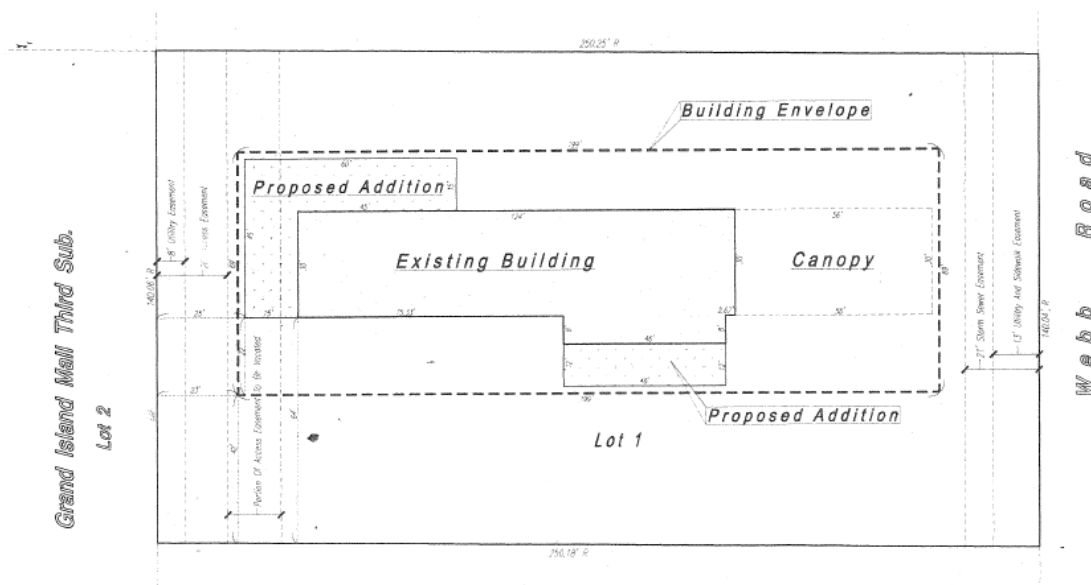
Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

August 19, 2013

SUBJECT: Concerning change of zoning for property located described as Lot 1 Grand Island Mall 13th, also known as 2012 N Webb Rd, Grand Island NE, from CD Commercial Development to Amended CD Commercial Development Zone. (C-22-2013GI)

PROPOSAL: This proposed development would move the building envelope and increase the size of the proposed building on this lot from 5,760 square feet (including the gas island canopy) to a 7,650 square foot building as shown below.



OVERVIEW:

Site Analysis

Current zoning designation:

CD-Commercial Development Zone.

Permitted and conditional uses:

Commercial, Office and Retail Uses

Comprehensive Plan Designation:

Commercial development

Existing land uses.

Gas Station, Convenience Store, Carwash

Adjacent Properties Analysis

Current zoning designations:

East: RD-Residential Development Zone,
North, South, and West, CD Commercial Development Zone

Permitted and conditional uses:

CD – Commercial, office and retail uses. RD-Residential uses up to a density of 43 units per acre.

Comprehensive Plan Designation:

North, South, East and West: Designated for commercial development and uses.

Existing land uses:

North: Video Kingdom
East: Webb Road and Apartments
West: Union Bank, Shopko
South: Home Health Care

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for commercial development.
- *Is infill development.* This development is using property that is within the existing functional and legal boundaries of the City of Grand Island.
- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area.
- *Monetary Benefit to Applicant:* Would allow the applicant to further develop this site.

Negative Implications:

- *None foreseen*

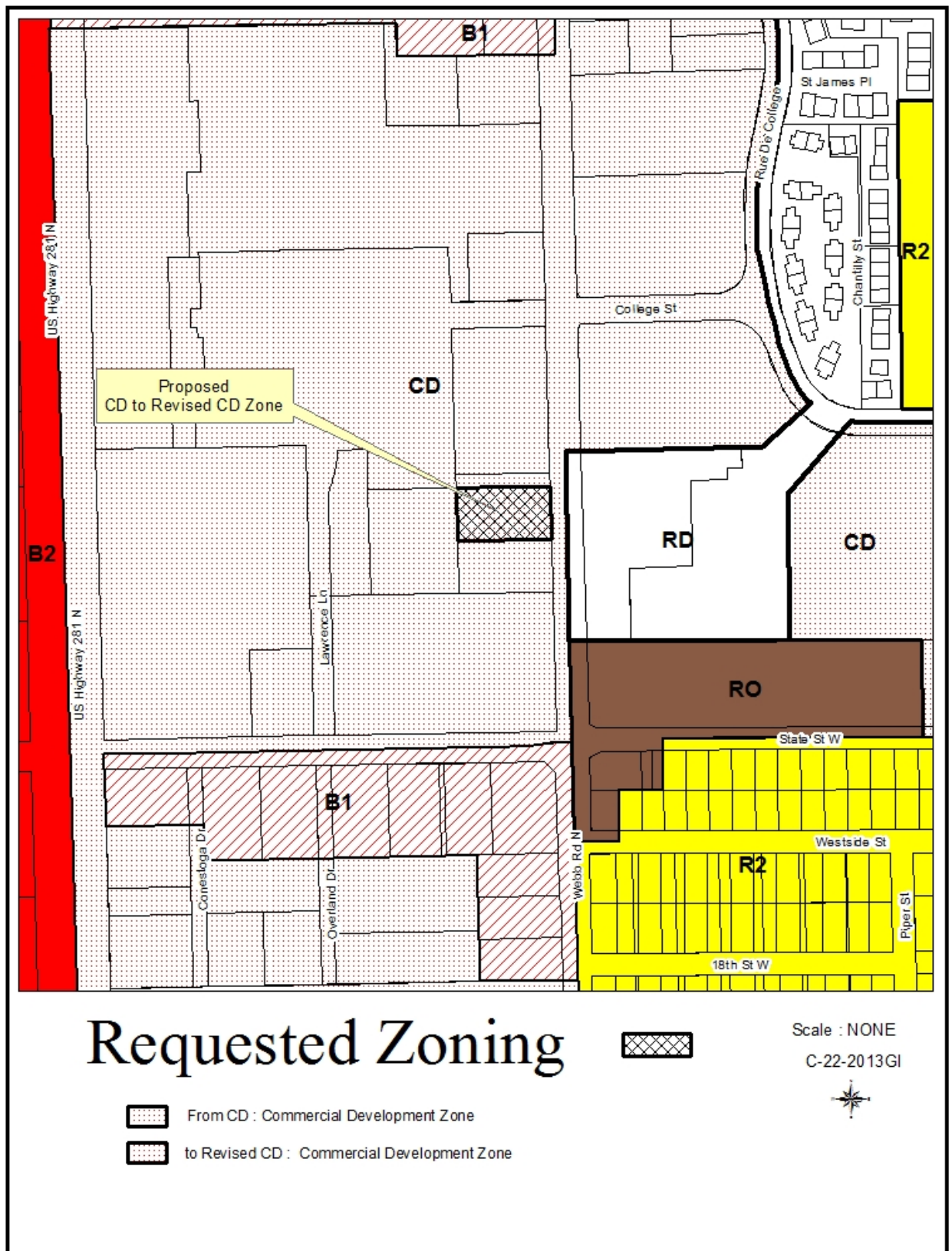
Other Considerations

Commercial development zones allow up to 30% of the property within the CD zone to be covered with buildings. The proposed plan covers 7,650 square feet of a 35,000 square foot lot. They could cover up to 10,500 feet.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council approve the amended CD zoning district and final development plan as shown.

_____ Chad Nabity AICP, Planning Director





City of Grand Island

Tuesday, September 24, 2013

Council Session

Item E-3

**Public Hearing on Annual Report by the Grand Island Area
Economic Development Corporation/Citizens' Review Committee
on the Economic Development Program Plan**

Staff Contact: Randy Gard, EDC President

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: September 24, 2013

Subject: Public Hearing Concerning the Annual Report by the Citizens' Review Committee on the Economic Development Program Plan

Item #'s: E-3 & G-7

Presenter(s): Randy Gard, EDC President
Mark Stelk, Vice-Chairman Citizens' Review Committee

Background

The voters of the City of Grand Island approved an economic development plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizens' Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizens' Advisory Review Committee is required by State Statute and the Grand Island City Code to make an annual report to the City Council. This is the last annual report to be received under the initial economic development plan that is ending September 30, 2013.

Discussion

The Citizens' Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee received the annual report from the Economic Development Corporation at its meeting of September 10, 2013 and voted to forward it on to the City Council for its review and acceptance.

Alternatives

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

1. Accept the annual report of the Citizens' Advisory Review Committee.
2. Do not accept the annual report of the Citizens' Advisory Review Committee.

Recommendation

City Administration recommends that the Council accept the annual report of the Citizens' Advisory Review Committee.

Sample Motion

Move to accept the annual report of the Citizens' Advisory Review Committee.

Grand Island Area Economic Development Corporation

“GIAEDC”



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

The Landscape has Changed

In the arena of global economic competition no country, state, city, or business has a safe haven.

Likewise, organizations that are focused on growth and make themselves competitive have a much better chance at opportunities than ones who do not.

We collectively must adapt to external changes!



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

What Makes a City Competitive?

- **Economic Strength** (positive growth rates)
- **Financial Maturity** (capital accessibility)
- **Physical Capital** (infrastructure, telecom)
- **Institutional Effectiveness** (govt, taxation, law)
- **Environmental and Natural Hazards** (risk of disaster)
- **Social and Cultural Character** (safety, human rights, openness)
- **Human Capital** (population growth, education, healthcare)
- **Global Appeal** (air travel, higher education, incentives)



Competitive Assessment

Grand Island *“Advantages”*

- Workforce Quality (Grand Island work ethic)
- Business Climate (aggressive, creative)
- Central Location (from anywhere to here)
- Quality of Life (schools, activities, retail)
- Customer Base (centralized in the U.S.)

Battelle
The Business of Innovation



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Competitive Assessment

Grand Island *“Disadvantages”*

- Workforce Availability (difficult at best)
- Rural (perception)
- Taxes (individual)
- Weather (winter)
- Telecom Infrastructure (slow, gaps)

Battelle
The Business of Innovation



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Current Local Business Climate

(What we say about ourselves)

- Central Community College
- Career Pathways Institute
- Space (Lots of it but mix needs adjusted)
- Central Nebraska Regional Airport
- Very little venture capital (out here)
- Connection to Department of Economic Development

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The Business of Innovation



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Top 8 Growth Segments (clusters)

- Manufacturing
- Agriculture, Food Processing, Agricultural Machinery
- Business Management, Administration, Financial, Software, Computer Services
- Transportation, Warehousing, Distribution/Logistics
- Biosciences (fertilizer, medical products, medical)
- Health Services
- Hospitality/Tourism
- Renewable Energy (fuels, hydro, solar, wind)

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GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Employment Projections



• Manufacturing	+1.13%	+0.00%
• Software/Comp. Sciences	+0.00%	+3.80%
• R&D Services	+1.50%	+2.00%
• Health Service	+1.00%	+1.60%
• Business Management	+2.50%	+1.40%
• Transportation	+1.90%	+1.60%
• Warehousing	+1.90%	+1.60%
• Distribution/Logistics	+1.90%	+1.60%
• Waste Management	+1.87%	N/A
• Financial Services	+0.83%	+1.3%
• Bio Fuels	2X to \$112 billion	
• Wind Power	2X to \$114 billion	



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Innovation Based Economy

- Talent
- Entrepreneurial Activity
- Risk Capital
- Research & Development
- Intellectual Property Generation and Technology Transfer

We need to develop/maximize the ways and means to expand these areas to improve our competitive advantage

Battelle
The Business of Innovation



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Our Vision

GIAEDC

MUST

*Become a State and Regional
Leader in Economic Development*



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Value Proposition

- We have a vast portfolio of available locations for growth.
- Aggressive incentives to help drive current and new business expansion. (*LB-840, Tax Increment Financing*)
- Educational pipeline to support human resource requirements.
- Strong collaboration between local organizations to aid businesses achieve their goals.
- Transportation services that make it possible to get here from anywhere.



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Top Priorities

- #1 Conversion to a global electronic footprint*
- #2 Realign our portfolio offerings to become more competitive*
- #3 Work with educators to drive the pipeline of talent*
- #4 Develop a pool of available funds to aid growth*
- #5 Quantify our competitive advantage and foster it's growth*
- #6 Connection to the top 25 site consulting companies*
- #7 Must give equal attention to internal and external opportunities*
- #8 Must be easy to do business with*



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Cornhusker Industrial Park



Platte Valley Industrial Park East

Site Portfolio



Platte Valley Industrial Park



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Proprietor Sites



Hall County Airport Authority



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION



Commercial/Retail/Business

- Retail Locations
- Office/Business Locations
- Commercial Locations



Cooperation with the
Grand Island Chamber of Commerce
utilizing Swiftsite



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Your Continued Investment Will Help Us...

- Understand our emerging market and job opportunities
- Drive job creation utilizing GIAEDC
- Expand the connection to Nebraska Department of Economic Development in Lincoln
- Focus on creating value for existing businesses as well as external opportunities
- Convert to a “***direct benefit***” business model



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

EDC Utilization of \$350,000

Community Marketing \$154,000

Community Support
\$30,000

Prospect Development
\$70,000

Website Development
\$20,000

Printing
\$2,000

Travel
\$12,000

Professional Fees
\$20,000

Office \$8,000

Office
Equipment/Repairs
\$3,000

Supplies/Software
\$3,000

Postage
\$2,000

Land Debt
\$0.00

Property Taxes
\$0.00

Occupancy \$28,000

Rent
\$16,000

Utilities
\$3,000

Telecommunications
\$4,000

Insurance
\$4,000

Janitorial
\$1,000

Administration \$160,000

Salaries
\$110,000

Insurance/Retirement
\$38,000

Conference Fees
\$2,000

Employment Taxes
\$10,000



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Proposed Funding

- Funding is a critical component to the execution of the plan
- Now is the time to become even more competitive on a local, regional, national, and global basis
- EDC's mission is clear...



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Our Mission

**The sole purpose of the EDC
is the creation, retention and
expansion of primary jobs in
the Grand Island area**



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2013 Board of Trustees



Chairman
Ann Martin
Idea Bank
Marketing



Vice Chairman
Tom Pirnie
G.I. Express



Secretary/Treasurer
Tom Gdowski
Equitable Bank



Elected Trustee
Galen Stehlik
Lauritsen Law Firm



Elected Trustee
Roger Bullington
Chief Industries



Elected Trustee
Jay Kaspar
INSUR, Inc.



Elected Trustee
Bill Westering
Westering Enterprises



Elected Trustee
KC Hehnke
Jerry's Sheetmetal



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

2013 Advisory Board



Pam Lancaster
Hall Co. Board
of Supervisors



Dave Koubek
Chamber of
Commerce
Chairman



Mary Lou Brown
City Administrator



Jim Hartman
NorthWestern
Energy



Mayor Jay
Vavricek



Alan Hartley
Central
Community
College



Randy Kissinger
NE Workforce



Bob Niemann
G.I. City Council



Mike Olson
Hall Co. Airport
Authority



Cindy Johnson
G.I. Area Chamber
of Commerce



Dr. Rob Winter
G.I. Public
Schools



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

**We drive our
economy by
creating good jobs**



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

Grand Island Area Economic Development Corporation



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item E-4

Public Hearing on Acquisition of Public Utility Easement in Sterling Estates Second Subdivision (TS12, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: September 24, 2013

Subject: Public Hearing on Acquisition of Public Utility Easement in Sterling Estates Second Subdivision (TS12, LLC)

Item #'s: E-4, F-3 & G-16

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 needs to be relocated in the Sterling Estates Subdivision as a result of the construction of additional garages for the apartment complex. 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 building of additional garages for the Sterling Estates Apartment Complex it has been requested that the existing twenty-five (25) foot wide utility easements be relocated further east. Vacation of such easements is being presented for Council approval at tonight's meeting. The new easements will be eight (8) feet wide, as shown on the attached drawing.

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

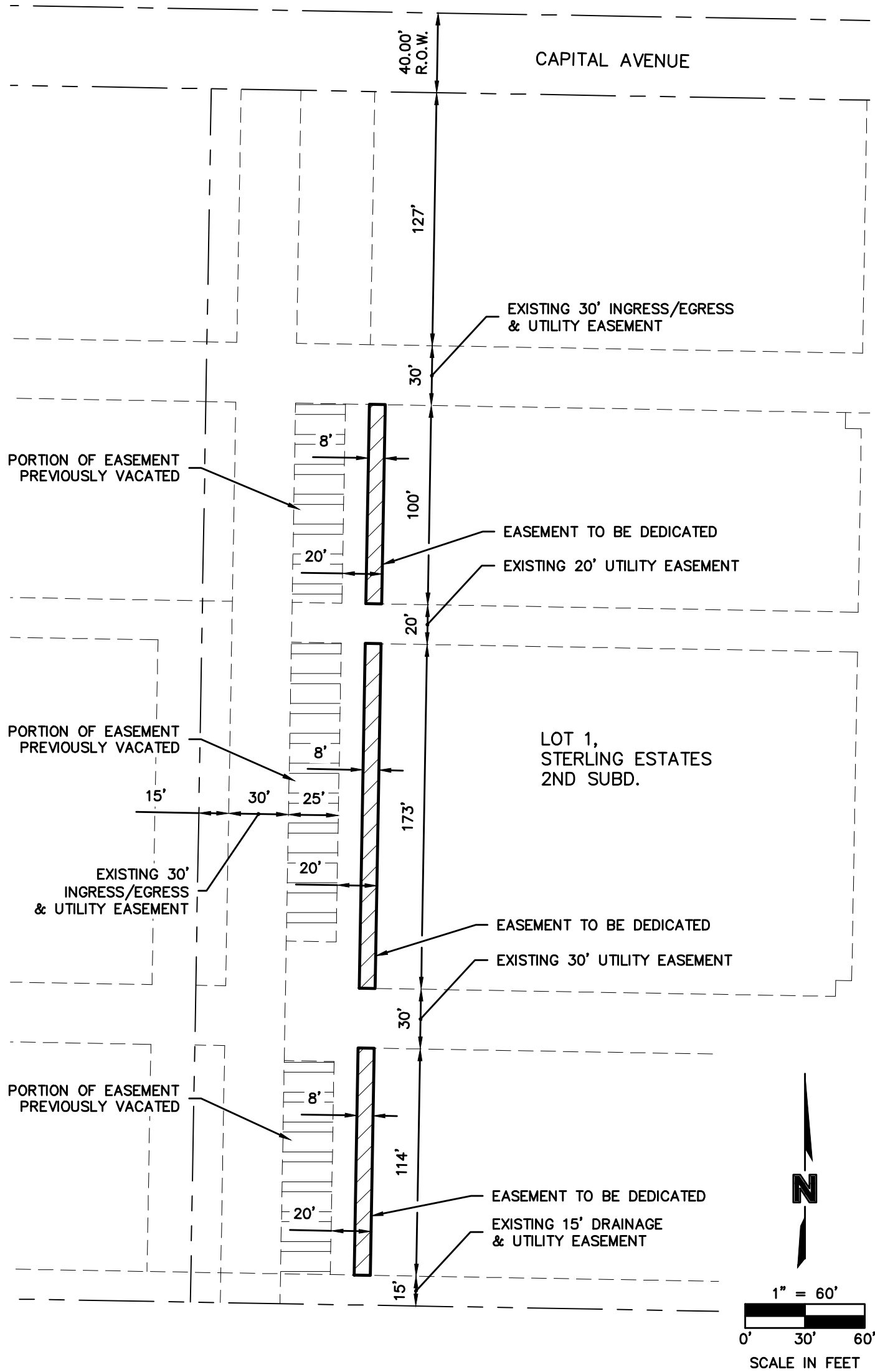
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the utility easements in Sterling Estates Subdivision.

Sample Motion

Move to approve the acquisition of the utility easements in Sterling Estates Subdivision.

EASEMENT DEDICATION



DWG: F:\projects\012-1026_Plan\Plan\0121026_EASE-DEDICATE.dwg
DATE: Sep 04, 2013 12:50pm
USER: zloomis
XREFS: 0121026_ROW

OLSSON
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, September 24, 2013

Council Session

Item E-5

Public Hearing for Comprehensive Revitalization Supplemental Community Development Block Grant Application

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Council Meeting: September 24, 2013

Subject: Public Hearing on Comprehensive Revitalization
Block Grant Application

Item #: E-5 & G-17

Presenter(s): Chad Nabity, Regional Planner

Background

In 2005, the Nebraska Department of Economic Development (NDED) developed a program to utilize Community Development Block Grant (CDBG) funds in non-entitlement communities. The program allocates grant funds over a multi-year period to meet locally identified needs that are CDBG eligible. The City has been approved for Community revitalization Phase 1 funds in the amount of \$240,000.

On August 18, 2013, the City received a notice from the Nebraska Department of Economic Development that there were additional funds available for Comprehensive Revitalization activities. To receive funding, the City must apply for the additional supplemental funds.

A public hearing is required prior to submission of an application to the Nebraska Department of Economic Development to solicit public comment and input into the proposed project and grant application. A legal notice was published on September 19, 2013 in *The Independent* with notice of this council meeting and contact information for written comments.

Discussion

The City has updated and submitted its Comprehensive Needs Assessment and Revitalization Strategy for the next three years of Comprehensive Revitalization funding to the Nebraska Department of Economic Development. The Comprehensive Needs Assessment reviewed Low-to Moderate Income (LMI) Block Groups and documented all types and degrees of housing and community development needs within each area. The Revitalization Strategy identified a one, two and three year action plan to meet the needs of the (LMI) neighborhood(s) selected for investment. The Needs Assessment and Revitalization Strategy process involved citizen participation, particularly LMI residents, through public meetings and surveys in all development and implementation phases.

The City of Grand Island is requesting a 2013 Comprehensive Revitalization Supplemental Grant in the amount of \$295,000 plus \$5,000 in general administration to broaden and advance the grant activities approved in the Phase 1 2013 Comprehensive Revitalization Grant. These activities include infrastructure improvements in the selected low-to-moderate income neighborhoods, specifically, improvements to streets, curbs, gutters and sewers.

The City will provide the required local match of \$150,000. The required match will be funded through projects budgeted in the 2013-2014 Capital Improvement Projects Fund, General Fund Engineering Division and Wastewater Treatment Plant Fund as well as an in-kind match of engineering services from the Engineering Division of the General Fund.

ALTERNATIVES

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

1. Approve the 2013 Community Revitalization Supplemental application and authorize the Mayor to sign all related documents.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that Council approves the 2013 Community Revitalization Supplemental application and authorizes the Mayor to sign all related documents.

Sample Motion

Move to approve the 2013 Community Revitalization Supplemental application and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item F-1

#9444 - Consideration of Annexation of Property Located at the Corner of W. Phoenix Street and Lincoln Avenue (Clark Gauthier) (Third Reading).

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: September 24, 2013

Subject: An Ordinance to Annex property located north of Phoenix Avenue and west of Lincoln Avenue into the City of Grand Island, Nebraska along with all adjoining right-of-way and/or easements for road or trail purposes (Third Reading)

Item #'s: F-1

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that: County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

Clark Gauthier, owner of property located at 1104 W Phoenix Street has sent a petition to the Hall County Board of Supervisors requesting that this property be removed from the County Industrial Tract per NRSS §13-1119. Hall County held a public hearing and passed a resolution to remove the property from the County Industrial Tract on July 16, 2013. Mr. Gauthier has also requested that the City consider annexation of this property.

On July 17, 2013 the City Clerk received a request from Sheila Hulme acting as an agent for Mr. Gauthier asking that the City consider annexation of this property per NRSS §16-117 (7). The City is able to annex this property as it has been removed from the County Industrial Tract.

Based on the requests from Mr. Gauthier to remove the property from the County Industrial Tract and to annex the property into the City, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading. Council held a public hearing on August 27th, 2013 and passed the ordinance on

first reading. The ordinance was approved on second reading at the Council Meeting on September 10, 2013. Annexation ordinances must be passed on three separate readings.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions. This is the third and final reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction of the City as the County Industrial Tracts are entirely surrounded by the municipal limits of Grand Island.

No existing residences would be added to the City as a result of this annexation.

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 pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on third and final reading.

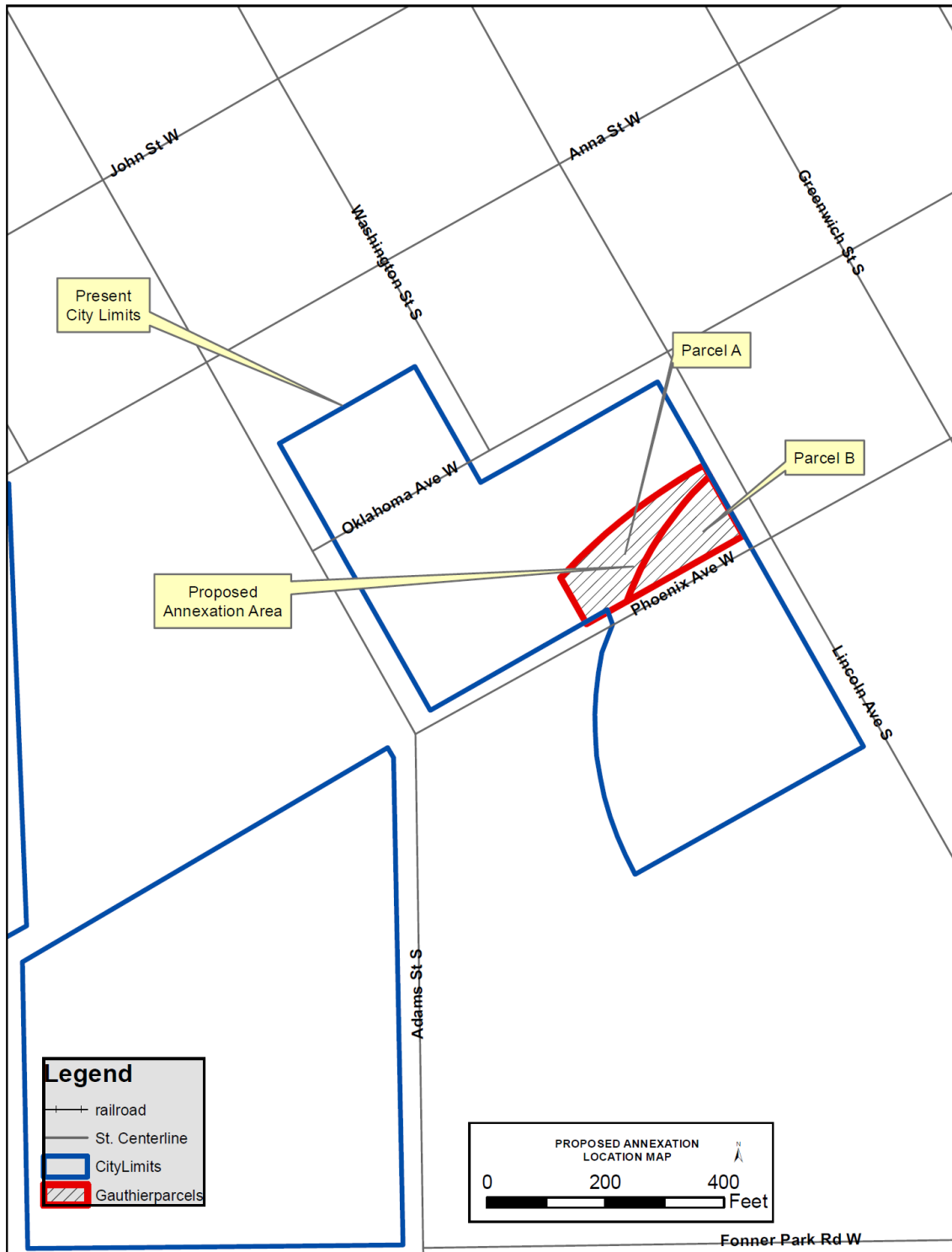
Exhibit A

Legal description as follows:

A tract of land comprising a part of the Northeast Quarter (NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska and also being part of former Block Ten (10), South Park Addition (now vacated) and being more particularly described as follows: Beginning at the Southeast corner of Block Ten (10), thence running Southwesterly along the Southerly line of former Block Ten (10) a distance of 226.83 feet to a point that is 12.5 feet radially distant Southeasterly from the center line of the railroad track; thence running Northeasterly along a line 12.5 feet radially distance Southeasterly from the center line of a railroad tract; said tract being curved, concave with a radius of 573.7 feet, a chord distance of 253.99 feet to a point Southeasterly along the Easterly line of former Block Ten (10), thence running Southeasterly along the Easterly line of former Block Ten (10), a distance of 116.48 feet to the point of beginning in Hall County, Nebraska AND

All that portion of Burlington Northern Railroad Company's (formerly Chicago, Burlington & Quincy Railroad Company) property at City of Grand Island, Nebraska, located on the Belt Line Right of Way, now discontinued, located upon, over and across that part of the West Half of the Northeast Quarter (W1/2NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska formerly Block Ten (10) of South Park Addition to the City of Grand Island, Hall County, Nebraska now vacated and that part of vacated Washington Street in said City of Grand Island, bounded on the Southerly side by the North Line of Phoenix Street in said City of Grand Island, Hall County, Nebraska, as per the recorded plat thereof; bounded on the Westerly side by the West line of said vacated Washington Street, bounded on the Northwestern side by said Belt Line Main Track centerline as formerly located, bounded on the Easterly side by the East line of said vacated Block Ten (10) and bounded on the Southeasterly side by a line 12.5 feet radially distant Southeasterly of the centerline of said Railroad Company's most Southeasterly tract as formerly located, the centerline of which would cross the Easterly line of said Vacated Block Ten (10), a distance 128.94 feet Northwesternly of the Southeasterly corner of said vacated Block Ten (10) and which would cross the Southerly line of said vacated Block Ten (10), a distance of 247.7 feet Southwesterly of said Southeasterly corner and which extends between said Easterly line and said Southerly line along a curved line, concave Southeasterly with a radius of 573.7 feet

EXCEPTING a certain tract more particularly described Quit Claim Deed recorded as Document No. 96-103345



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9444

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land located north of Phoenix and west of Lincoln Avenue in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, Clark Gauthier as owner of the property submitted a request that the City Annex this property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages annexation of adjacent properties into the City; and

WHEREAS, Clark Gauthier has caused this property to be removed from the Hall County Industrial Area; and

WHEREAS, Hall County has removed the property from the Hall County Industrial Area, and

Approved as to Form	<input type="checkbox"/>	_____
September 20, 2013	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9444 (Cont.)

WHEREAS, according to NRSS §16-117 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on August 27, 2013, the City Council of the City of Grand Island approved such annexation on first reading and on September 10, 2013 the City Council of the City of Grand Island approved such annexation on the second reading.

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

SECTION 1. It is hereby found and determined that:

(A) The tracts of land described in Exhibit "A" are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9444 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed into the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect 15 days after its passage and upon publication, in pamphlet form, as provided by law.

ORDINANCE NO. 9444 (Cont.)

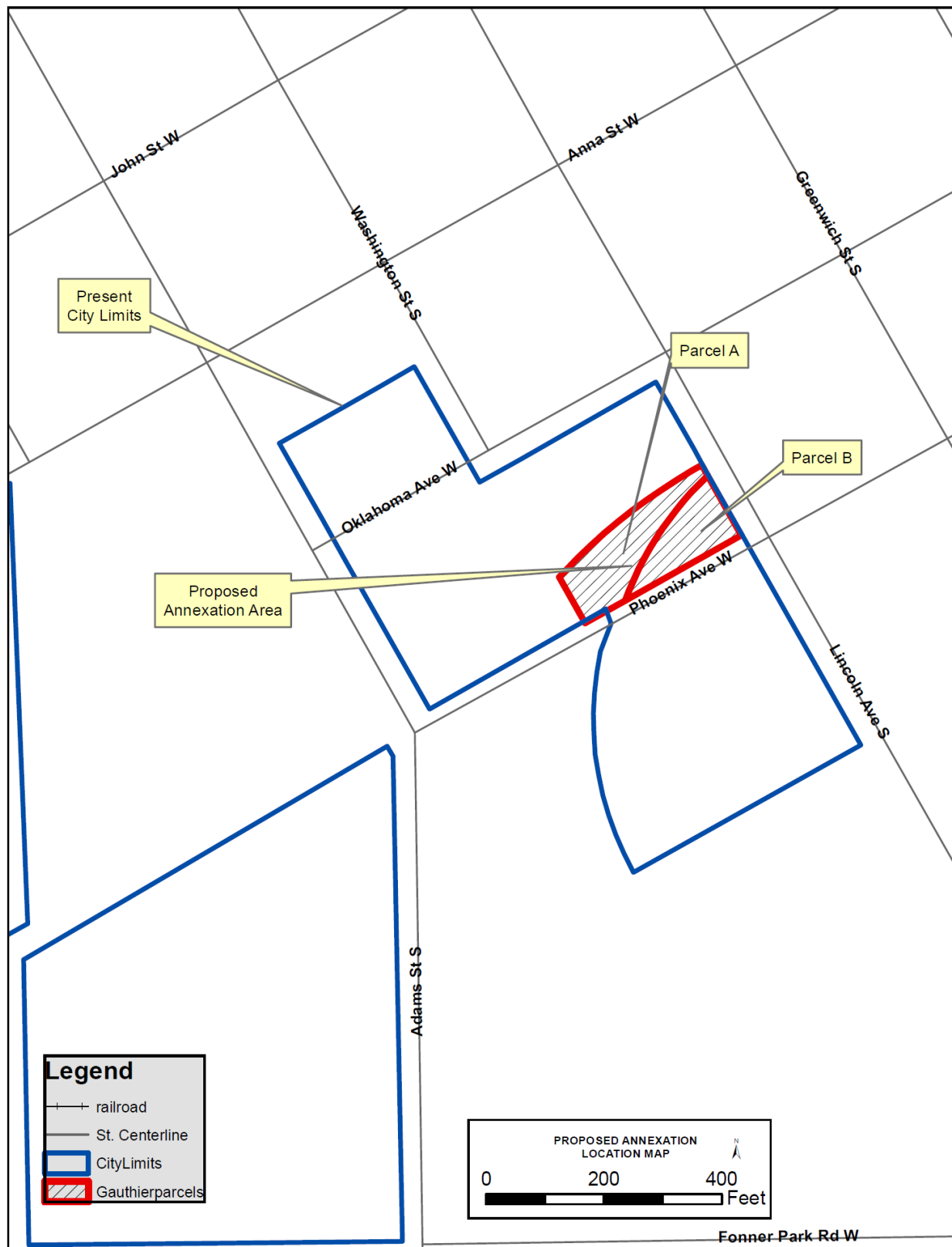
Enacted: September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9444 (Cont.)



ORDINANCE NO. 9444 (Cont.)

Exhibit A

A tract of land comprising a part of the Northeast Quarter (NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska and also being part of former Block Ten (10), South Park Addition (now vacated) and being more particularly described as follows: Beginning at the Southeast corner of Block Ten (10), thence running Southwesterly along the Southerly line of former Block Ten (10) a distance of 226.83 feet to a point that is 12.5 feet radially distant Southeasterly from the center line of the railroad track; thence running Northeasterly along a line 12.5 feet radially distance Southeasterly from the center line of a railroad tract; said tract being curved, concave with a radius of 573.7 feet, a chord distance of 253.99 feet to a point Southeasterly along the Easterly line of former Block Ten (10), thence running Southeasterly along the Easterly line of former Block Ten (10), a distance of 116.48 feet to the point of beginning in Hall County, Nebraska AND

All that portion of Burlington Northern Railroad Company's (formerly Chicago, Burlington & Quincy Railroad Company) property at City of Grand Island, Nebraska, located on the Belt Line Right of Way, now discontinued, located upon, over and across that part of the West Half of the Northeast Quarter (W1/2NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska formerly Block Ten (10) of South Park Addition to the City of Grand Island, Hall County, Nebraska now vacated and that part of vacated Washington Street in said City of Grand Island, bounded on the Southerly side by the North Line of Phoenix Street in said City of Grand Island, Hall County, Nebraska, as per the recorded plat thereof; bounded on the Westerly side by the West line of said vacated Washington Street, bounded on the Northwesterly side by said Belt Line Main Track centerline as formerly located, bounded on the Easterly side by the East line of said vacated Block Ten (10) and bounded on the Southeasterly side by a line 12.5 feet radially distant Southeasterly of the centerline of said Railroad Company's most Southeasterly tract as formerly located, the centerline of which would cross the Easterly line of said Vacated Block Ten (10), a distance 128.94 feet Northwesterly of the Southeasterly corner of said vacated Block Ten (10) and which would cross the Southerly line of said vacated Block Ten (10), a distance of 247.7 feet Southwesterly of said Southeasterly corner and which extends between said Easterly line and said Southerly line along a curved line, concave Southeasterly with a radius of 573.7 feet

EXCEPTING a certain tract more particularly described Quit Claim Deed recorded as Document No. 96-103345



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item F-2

**#9452 - Consideration of Request to Rezone Property Located at
2012 N Webb Road from CD Commercial Development to
Amended CD Commercial Development Zone**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9452

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; amending the Commercial Development district and Final Development Plan for Grand Island Mall Thirteenth Subdivision (Lot 1); directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; and vacate a portion of an existing access easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

WHEREAS, the Regional Planning Commission on September 4, 2013, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after the public hearing on September 24, 2013, the City Council found and determined the change in zoning be approved and made.

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

ORDINANCE NO. 9452 (Cont.)

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

SECTION 1. That the final development plan for Grand Island Mall Thirteenth Subdivision is amended as shown on the development plan approved and signed by the Subdivider and the City.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-7 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

SECTION 3. That the portion of the access easement at the westerly end of Grand Island Mall Thirteenth Subdivision Lot 1 described as:

Beginning at the northwest corner of said Lot One (1); thence running easterly on the north line of said Lot One (1), a distance of Twenty (20.00) feet, to the ACTUAL Point of Beginning; thence continuing easterly on the north line of said Lot One (1), a distance of Fifteen (15) feet; thence running southerly parallel with and Thirty Five (35.00) feet east of the west line of said Lot One (1), a distance of One Hundred Forty Six Hundredths (140.06) feet, to a point on the south line of said Lot One (1); thence running westerly on the south line of said Lot One (1), a distance of Fifteen (15.00) feet, to a point Twenty (20.00) feet east of the west line of said Lot One (1); thence running northerly parallel with the west line of said Lot One (1), a distance of One Hundred Forty Six Hundredths (140.06) feet, to the ACTUAL point of beginning and containing 0.048 acres (2101 Sq. Ft. more or less

be vacated as shown and more particularly described on the attached Exhibit A attached hereto.

It is the intent to vacate only that portion of the easement identified on Exhibit A.

ORDINANCE NO. 9452 (Cont.)

SECTION 5. The title to the property vacated in Section 3 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 6. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska

SECTION 6. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

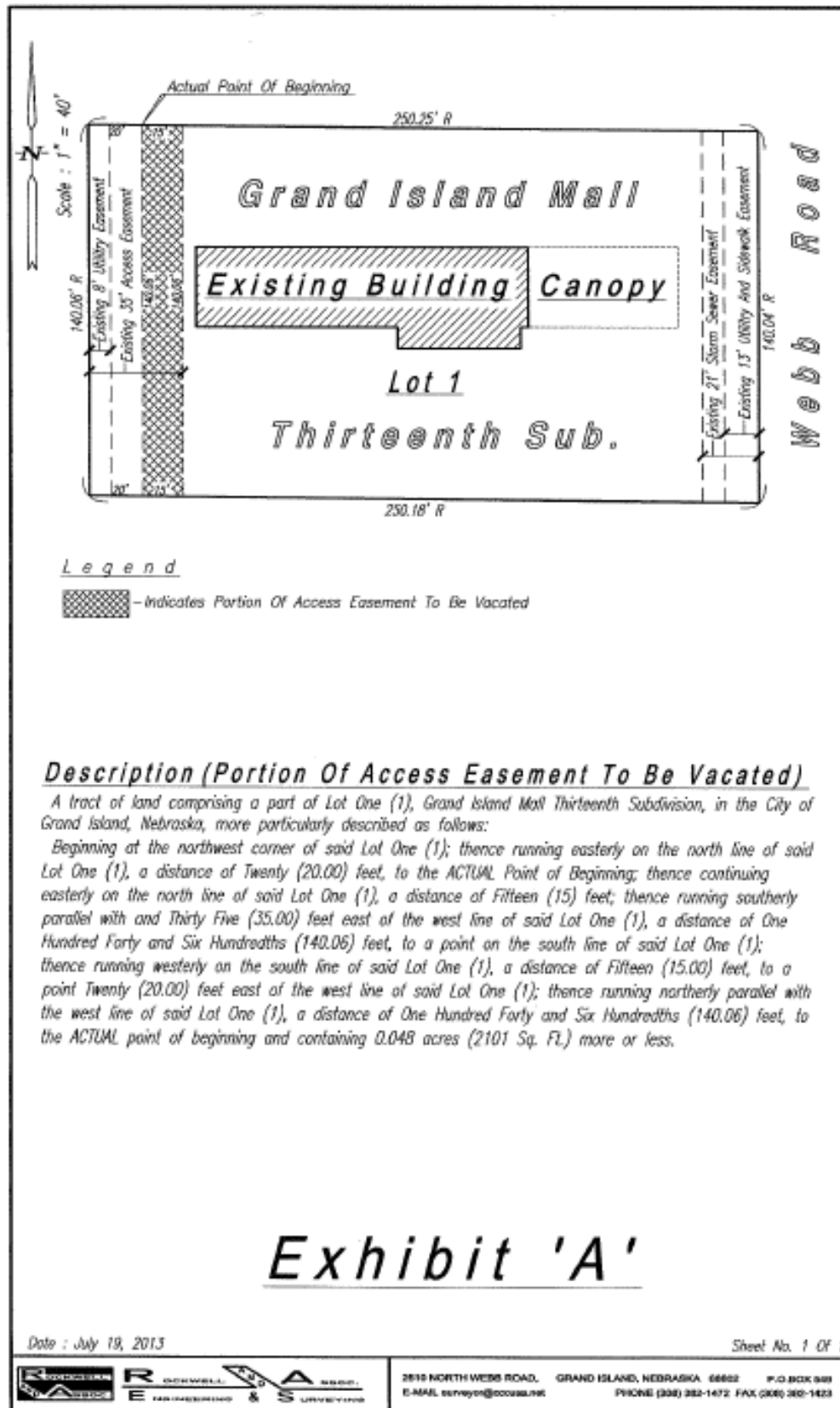
Enacted: September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9452 (Cont.)





City of Grand Island

Tuesday, September 24, 2013

Council Session

Item F-3

#9453 - Consideration of Vacation of a Utility Easement Located in Sterling Estates Second Subdivision (TS12, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: September 24, 2013

Subject: Consideration of Vacation of a Utility Easement Located in Sterling Estates Second Subdivision (TS12, LLC)

Item #'s: F-3

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

Background

Thirty Seven (37) feet wide utility easements were dedicated on August 28, 2012 within the Sterling Estates Second Subdivision. The full width of such easements is not necessary.

Discussion

The developer/property owner of the Sterling Estates Apartment Complex is requesting to vacate twenty-five (25) feet of each of the existing three (3) utility easements running north and south through the development, for the purpose of constructing additional garages on such property. There are not any utilities currently within this easement that would be affected by this vacation, and proposed utilities will be placed in a newly dedicated easement also being presented at tonight's meeting for Council approval. The attached sketch details the referenced easement to be vacated.

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 pass an ordinance vacating the three (3) twenty-five (25) foot easements located in Sterling Estates Subdivision.

Sample Motion

Move to pass an ordinance vacating the easements.

ORDINANCE NO. 9453

An ordinance to vacate existing utility easements and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; 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 existing utility easements within Sterling Estates Second Subdivision in Grand Island, Hall County, Nebraska, more particularly described as follows:

A portion of a 37 foot utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 157.00 feet to the point of intersection of said west line and a southerly line of an existing 30 foot ingress/egress and utility easement located in said Lot 1; thence S89°00'34"E along said southerly line a distance of 45.00 feet to the point of intersection of the west line of said 37 foot utility easement and said southerly line of said ingress/egress and utility easement, said point also being the point of beginning; thence continuing S89°00'34"E along said southerly line a distance of 25.00 feet; thence S00°59'26"W a distance of 100.00 feet; thence N89°00'34"W a distance of 25.00 feet to a point on the west line of said 37 foot utility easement; Thence N00°59'26"E along said west line a

Approved as to Form	<input type="checkbox"/>	_____
September 20, 2013	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9453 (Cont.)

distance of 100.00 feet to the point of beginning. Said portion of said 37 foot utility easement contains 2500.00 square feet more or less.

A portion of a 37 foot utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 277.00 feet; thence S89°00'34"E a distance of 45.00 feet to a point on the east line of an existing 30 foot ingress/egress and utility easement located in said lot 1, said line also being the west line of said 37 foot utility easement, said point also being the point of beginning; thence continuing S89°00'34"E a distance of 25.00 feet; thence S00°59'26"W a distance of 150.00 feet; thence N89°00'34"W a distance of 25.00 feet to a point on the east line of said 30 foot ingress/egress and utility easement, said line also being the west line of said 37 foot utility easement; thence N00°59'26"E along said west line a distance of 150.00 feet to the point of beginning. Said portion of said 37 foot utility easement contains 3750.00 square feet more or less.

A portion of a 37 foot utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 487.00 feet; thence S89°00'34"E a distance of 45.00 feet to a point on the east line of an existing 30 foot ingress/egress and utility easement located in said lot 1, said line also being the west line of said 37 foot utility easement, said point also being the point of beginning; thence continuing S89°00'34"E a distance of 25.00 feet; thence S00°59'26"W a distance of 107.00 feet to a point on the north line of a 15 foot drainage and utility easement located in said lot 1; thence N89°00'34"W along said north line a distance of 25.00 feet to the point of intersection of said north line and the east line of said 30' ingress/egress and utility easement, said east line also being the west line of said 37 foot utility easement; thence N00°59'26"E along said west line a distance of 107.00 feet to the point of beginning. Said portion of said 37 foot utility easement contains 2675.00 square feet more or less.

are hereby vacated. Such easement 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 owner or owners of the real estate upon which the easement is located.

ORDINANCE NO. 9453 (Cont.)

SECTION 3. This ordinance is directed to be filed, with the drawing, 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, within fifteen days in one issue of the Grand Island Independent as provided by law.

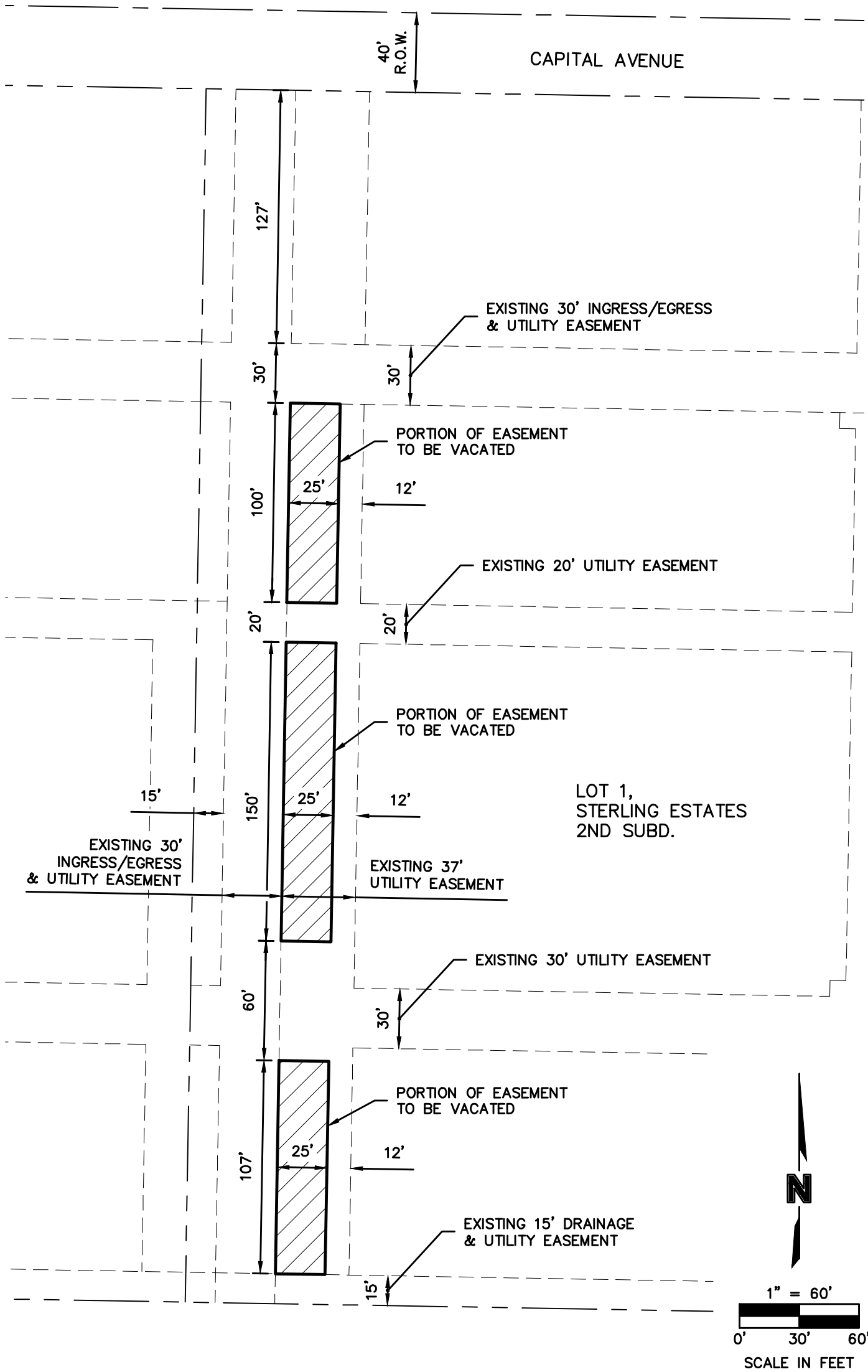
Enacted: September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

EASEMENT VACATION



DWG: F:\projects\012-1026_PBIN\Final_Plat\0121026_EASE-VACATE.dwg
DATE: Sep 04, 2013 12:48pm
USER: zloomis
XREFS: 0121026_ROW

OLSSON
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, September 24, 2013

Council Session

Item F-4

#9454 - Consideration of Amending Chapter 2 of the Grand Island City Code to Set Forth the Method for Publicizing Meetings of the City Council

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: September 24, 2013

Subject: Consideration of Amending Chapter 2 of the Grand Island City Code to Set Forth the Method for Publicizing Meetings of the City Council

Item #'s: F-4

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

Background

Meetings of the Grand Island City Council (Council) as well as other political subdivisions are governed by the Nebraska Open Meetings Act codified at Chapter 84, Article 14 of the Nebraska Revised Statutes. The requirement for providing notice to the public of such meetings is set forth in Neb. Rev. Stat. §84-1411(1) which states, “[e]ach public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes.”

City staff conducted research and was unable to find an Ordinance or Resolution setting forth a specific method of providing notice to the public of Council meetings. However, a search of City records indicates meetings of the Council have been advertised in *The Grand Island Independent (Independent)* since the late 19th century. In addition, the fact notice of Council meetings have been advertised in the *Independent* is noted in the minutes of those meetings.

Discussion

The proposed Ordinance before the Council for consideration this evening memorializes in the Grand Island City Code the existing method of providing notice to the public of Council meetings. Such an Ordinance will serve to resolve future questions as to how the Council provides notice to the public of its meetings, whether that standard has been met, and whether the City is in compliance with the Nebraska Open Meetings Act.

Alternatives

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

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

Sample Motion

Move to approve Ordinance No. 9454 amending Chapter 2 of the Grand Island City Code setting forth the method for publicizing meetings of the Council.

ORDINANCE NO. 9454

An ordinance to amend Chapter 2 of Grand Island City Code ; to add Section 2-12; to clarify and/or make general corrections to various code sections, 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. Section 2-12 of the Grand Island City Code is hereby added to Chapter 2 to read as follows:

§2-12. Method of Publicizing Meetings

- (1) For all Regular, Special, and Study Session meetings of the City Council, City staff shall make all reasonable attempts to publish notice of such meeting at least twenty-four (24) hours prior to the scheduled starting time of such meeting by taking the following action:
 - a. Publication in *The Grand Island Independent*;
 - b. Publication on the City's website;
 - c. Electronic Mail notification to news media outlets who previously requested such notice; and
 - d. Paper copies of meeting documents and materials accessible to the public in the lobby of City Hall.
- (2) If after all reasonable efforts, City staff is not able to meet the terms of §2-12(1), it may publicize notice of meetings of the City Council by taking the following action:
 - a. Posting notice of such meeting in areas accessible to the public in the following buildings:
 - i. Grand Island City Hall;
 - ii. Hall County Courthouse;
 - iii. Grand Island Public Library; and
 - iv. The offices of *The Grand Island Independent*.
 - b. Publication on the City's website;
 - c. Electronic Mail notification to news media outlets who previously requested such notice; and

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney

ORDINANCE NO. 9454 (Cont.)

- d. Paper copies of meeting documents and materials accessible to the public in the lobby of City Hall.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication pursuant to law.

Enacted: September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item F-5

#9455 - Consideration of Amending Chapter 38 of the Grand Island City Code Relative to the Economic Development Program

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: September 24, 2013

Subject: Economic Development Program Ordinance

Item #'s: F-5

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

The City of Grand Island on May 22, 2012, in Resolution 2012-138 approved a ten year renewal of its Economic Development Program. Pursuant to the Local Option Municipal Economic Development Act a proposed Economic Development Program was prepared for the voters of the City of Grand Island for their approval. The general election took place on November 6, 2012, at which time the voters of the City of Grand Island approved the ten year renewal of the Economic Development Program by a vote of 73.92% in favor of renewal and 26.08% against renewal of the Program.

Discussion

This ordinance is to bring Grand Island City Code into conformity with the Plan approved by the voters in 2012. The terms of the Citizen Advisory Review Committee Members are now set to end in even number years for four of the members and odd number years for three of the members. Pursuant to the Plan, members can serve beyond their initial term if approved by the City Council.

The Plan sets out that the Citizen Advisory Review Committee is to meet quarterly to review the functioning and progress of the economic development program. Prior to the adoption of the Plan in 2012, the committee was only required to meet semiannually.

The final addition to City Code allows for the language of the Plan to control when there is conflict with language in the City Code.

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 amends City Code to conform to the current Economic Development Program Plan that was approved in 2012.

Sample Motion

Move to adopt Ordinance #9455 amending Chapter 38 of the City Code to bring City Code into conformity with the Economic Development Program Plan of 2012.

ORDINANCE NO. 9455

An ordinance to amend Chapter 38 of Grand Island City Code ; to amend Section 38-3 and Section 38-5; and to add Section 38-11; to clarify and/or make general corrections to various code sections, 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. Section 38-3 and Section 38-5; and Section 38-11 of the Grand Island City Code is hereby amended to read as follows:

§38-3. Terms of Citizen Advisory Review Committee Members

The term of office for the members shall be ~~for the ten (10) year life of the economic development plan~~ as follows:

- (a) Four members will have terms ending in even numbered years; and
- (b) The remaining three members will have terms ending in odd numbered years; and
- (c) Eligibility to continue service beyond the initial term is based on City Council approval.

§38-5. Citizen Advisory Review Committee Meetings

The citizen advisory review committee shall hold regular meetings ~~at least semiannually~~ quarterly and on other occasions as necessary to review the functioning and progress of the economic development program and to advise the governing body of the city with regard to the program. Special meetings of the citizen advisory review committee shall be held whenever called by the mayor or chairperson of the committee. At least once in every six-month period after the effective date of the ordinance, the committee shall report to the governing body on its findings and suggestions at a public hearing called for that purpose.

§38-11. Conflict with Plan

Conflicts between the language of the Grand Island City Code and the Economic Development Program Plan will be resolved in favor of the language contained in the Plan.

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney

ORDINANCE NO. 9455 (Cont.)

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-1

Approving Minutes of September 10, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
September 10, 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 September 10, 2013. Notice of the meeting was given in *The Grand Island Independent* on September 4, 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 Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick and Engineer and Public Works Director John Collins.

INVOCATION was given by Pastor Todd Bowen, Grace Covenant Church, 418 West 12th Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Kennedy Martinez.

BOARD OF EQUALIZATION: Motion by Gilbert, second by Paulick, carried unanimously to adjourn to the Board of Equalization.

#2013-BE-6 (A) – Consideration of Determining Benefits for Downtown Business Improvement District 2013. Finance Director Jaye Monter reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Downtown BID 2013. Special assessments were for the amount of \$89,333.99. Presented were two Resolutions with a 70% and 100% assessment for owner occupied residents.

Motion by Gilbert, second by Nickerson to approve Resolution #2013-BE-6 (A). Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek turned the meeting over to Council President Niemann and recused himself from Resolution #2013-BE-7 due to a conflict of interest which was on file in the City Clerk's office.

#2013-BE-7 – Consideration of Determining Benefits for Second Street Business Improvement District 2013. Finance Director Jaye Monter reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Second Street BID 2013. Special assessments were for the amount of \$14,288.66.

John Folsom, 1504 West 2nd Street spoke in opposition. Bob Dodendorf, 1404 Harrison Street spoke in support.

Motion by Gilbert, second by Donaldson to approve Resolution #2013-BE-7. Upon roll call vote, all voted aye. Motion adopted.

The meeting was turned over to Mayor Vavricek.

#2013-BE-8 – Consideration of Determining Benefits for Fonner Park Business Improvement District 2013. Finance Director Jaye Monter reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Fonner Park BID 2013. Special assessments were for the amount of \$39,598.00.

Motion by Gilbert, second by Hehnke to approve Resolution #2013-BE-8. Upon roll call vote, all voted aye. Motion adopted.

#2013-BE-9 – Consideration of Determining Benefits for South Locust Business Improvement District 2013. Finance Director Jaye Monter reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for South Locust BID 2013. Special assessments were for the amount of \$68,696.11.

Motion by Donaldson, second by Niemann to approve Resolution #2013-BE-9. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Niemann carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Request from JamesJ Hotels LLC dba JamesJ Catering, 3234 W Schimmer Drive for a Class “CK” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “CK” Liquor License had been received from JamesJ Hotels LLC dba JamesJ Catering, 3234 W Schimmer Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 19, 2013; notice to the general public of date, time, and place of hearing published on August 31, 2013; notice to the applicant of date, time, and place of hearing mailed on August 19, 2013; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Stueby’s Alibi Lounge & Package Store LLC dba Stueby’s Alibi Lounge & Package Store, 908 N Broadwell Street for a Class “C” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “C” Liquor License had been received from Stueby’s Alibi Lounge & Package Store LLC dba Stueby’s Alibi Lounge & Package Store, 908 N Broadwell Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 20, 2013; notice to the general public of date, time, and place of hearing published on August 31, 2013; notice to the applicant of date, time, and place of hearing mailed on August 20, 2013; along with Chapter 4 of the City Code. Staff recommended approval. Ralph Bradley, attorney for the applicant spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located South of Fonner Park Road on City Leased Property at Fonner Park (Hall County Livestock Improvement Association). Utilities Director Tim Luchsinger reported that a utility easement located south of Fonner Park Road on City leased property at Fonner Park was needed in order to have access to install, upgrade,

maintain, and repair power appurtenances, including lines and transformers. The purpose was to place underground electric conduits, cable, and a new pad-mounted transformer to provide electricity to the new State Fair Administration Building at the northwest corner of Fonner Park. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located South of Schoolhouse Road at Lockwood Road (School Dist. #1 of Merrick County). Utilities Director Tim Luchsinger reported that a utility easement south of Schoolhouse Road at Lockwood Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing a new line underground, conduit, high voltage cable and a pad-mounted transformer to provide the improved electrical service to the Lockwood School. Staff recommended approval. No public testimony was heard.

Public Hearing on General Property, Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2013-2014. Finance Director Jaye Monter reported that state statutes required the City to conduct a public hearing if the property tax request changes from one year to the next. Property tax request for the 2013-2014 general property tax was \$8,344,129, Parking District No. 2 at \$8,000, and the Community Redevelopment Authority property tax at \$669,384. Staff recommended approval. No public testimony was heard.

Public Hearing on Establishing the Rates for the General Occupation Tax for Downtown Parking District No. 1 for FY 2013-2014. Finance Director Jaye Monter reported that this was the annual Council action to establish the occupation tax for Downtown Improvement and Parking District No. 1. FY 2013-2014 occupation tax factor was \$.1481 per square foot and would provide taxes of \$40,011.73. Staff recommended approval. No public testimony was heard.

Public Hearing on Proposed FY 2013-2014 Community Redevelopment Authority (CRA) and City of Grand Island Budget. Finance Director Jaye Monter reviewed changes made during the August 27 and 29 public hearing meetings. Included was an increase in appropriations of \$9,526 to the Special Revenue Transportation Fund, \$65,000 for roof repairs at the Grand Generation Center to be moved to the 2013-2014 Budget, and the addition of the Community Redevelopment Authority appropriations. No public testimony was heard.

ORDINANCES:

#9444 – Consideration of Annexation of Property Located at the Corner of W. Phoenix Street and Lincoln Avenue (Clark Gauthier) (Second Reading)

Regional Planning Director Chad Nabity reported that Clark Gauthier, owner of property located at 1104 W. Phoenix Street had submitted a petition to the Hall County Board of Supervisors requesting that this property be removed from the County Industrial Tract. The County Board approved his request on July 16, 2013. Mr. Gauthier requested that the City annex this property into the City of Grand Island. This was the second of three readings.

Motion by Haase, second by Niemann to approve Ordinance #9444 on second reading only. 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:

- #9445 – Consideration of Vacation of a Utility Easement Located in Miscellaneous Tracts 4-11-9, Part of the W 1/2 of the SW 1/4 (Agricultural Services)
- #9446 – Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1
- #9447 (A) – Consideration of Assessments for Downtown Business Improvement District 2013
- #9448 – Consideration of Assessments for Second Street Business Improvement District 2013
- #9449 – Consideration of Assessments for Fonner Park Business Improvement District 2013
- #9450 – Consideration of Assessments for South Locust Business Improvement District 2013
- #9439 – Consideration of Salary Ordinance
- #9451 – Consideration of Approving FY 2013-2014 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

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.

- #9445 – Consideration of Vacation of a Utility Easement Located in Miscellaneous Tracts 4-11-9, Part of the W 1/2 of the SW 1/4 (Agricultural Services)

Public Works Director John Collins reported that an 8 foot wide utility easement was dedicated on June 18, 1949 and was no longer needed. The property owner of 2308 N Broadwell Avenue requested the City to vacate the existing easement for the purpose of constructing a new building on the property.

Motion by Dugan, second by Gericke to approve Ordinance #9445.

City Clerk: Ordinance #9445 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 #9445 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 #9445 is declared to be lawfully adopted upon publication as required by law.

- #9446 – Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

This item related to the aforementioned Public Hearing. Ms. Monter stated the current rate of .1481 was the same as last year.

Motion by Gericke, second by Minton to approve Ordinance #9446.

City Clerk: Ordinance #9446 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 #9446 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 #9446 is declared to be lawfully adopted upon publication as required by law.

#9447 (A) – Consideration of Assessments for Downtown Business Improvement District 2013

This item related to the above mentioned Board of Equalization item.

Motion by Donaldson, second by Niemann to approve Ordinance #9447 (A).

City Clerk: Ordinance #9447 (A) 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 #9447 (A) 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 #9447 (A) is declared to be lawfully adopted upon publication as required by law.

Mayor Vavricek turned the meeting over to Council President Niemann and recused himself from Ordinance #9448 due to a conflict of interest which was on file in the City Clerk's office.

#9448 – Consideration of Assessments for Second Street Business Improvement District 2013

Motion by Dugan, second by Donaldson to approve Ordinance #9448.

City Clerk: Ordinance #9448 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 #9448 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.

Council President Niemann: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9448 is declared to be lawfully adopted upon publication as required by law.

The meeting was turned over to Mayor Vavricek.

#9449 – Consideration of Assessments for Fonner Park Business Improvement District 2013

This item related to the above mentioned Board of Equalization item.

Motion by Minton, second by Gericke to approve Ordinance #9449.

City Clerk: Ordinance #9449 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 #9449 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 #9449 is declared to be lawfully adopted upon publication as required by law.

#9450 – Consideration of Assessments for South Locust Business Improvement District 2013

This item related to the aforementioned Board of Equalization.

Motion by Dugan, second by Hehnke to approve Ordinance #9450.

City Clerk: Ordinance #9450 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 #9450 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 #9450 is declared to be lawfully adopted upon publication as required by law.

#9439 – Consideration of Salary Ordinance

Human Resources Director Brenda Sutherland reviewed Ordinance #9439. Mentioned were the FOP, AFSCME, IAFF and IBEW labor agreements that were approved by Council and made a part of this Ordinance. Non-union positions were surveyed by Paul Essman with a new array as the City had become a metropolitan statistical area (MSA). The average increase from the survey was 4.45% across the board for the non-union group. Ms. Sutherland updated the Council on new positions and future movement with regards to future budgets and paying comparable wages.

Motion by Paulick, second by Minton to approve Ordinance #9439.

Discussion was held concerning the three year phase to implement the survey. Ms. Sutherland stated this Ordinance would only affect the FY 2013-2014 salaries with additional increases over the next two years.

Comments were made by Haase concerning the increase to the City Administrator's wage. He stated this was the only position in the city that was a contract position and should not see a raise in this Ordinance. Councilmember Nickerson stated this position was figured on comparability and should be left as is. Councilmember Gericke stated he felt every employee hired should be started at step one. Ms. Sutherland and Mayor Vavricek cautioned Council regarding the message this would send with regards to recruitment.

Motion by Haase, second by Gericke to amend Ordinance # 9439 and leave the City Administrator wage range as it was today. Upon roll call vote, Councilmembers Paulick and Haase voted aye. Councilmembers Minton, Dugan, Gericke, Gilbert, Nickerson, Hehnke, Donaldson, and Niemann voted no. Motion failed.

Discussion was held regarding the Fire Division Chief's salary ranges. Ms. Sutherland explained the changes.

City Clerk: Ordinance #9439 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 #9439 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 #9439 is declared to be lawfully adopted upon publication as required by law.

#9451 – Consideration of Approving FY 2013-2014 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

This item related to the aforementioned Public Hearing. Ms. Monter stated the total appropriation was \$228,529,110. Mayor Vavricek stated this budget had no tax rate increase, no property tax hike, no occupation tax hike, and no sales tax hike. There was no reduction in services and it maintained \$8,000,000 in reserve.

Discussion was held regarding changes to the Transportation Fund and \$905,000 in the Capital Fund. Ms. Monter stated the \$905,000 was designated for future projects. Councilmember Dugan commented on the lack of discussion concerning the spending side of the budget. Councilmember Donaldson stated she would like to see the \$905,000 go toward our debt payments. Councilmember Gericke and Gilbert stated Program Prioritization should either be updated or discontinued. Several Councilmembers stated they were disappointed with the budget process.

Motion by Minton, second by Nickerson to approve Ordinance #9451.

City Clerk: Ordinance #9451 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Minton, Dugan, Gilbert, Nickerson, Hehnke, Donaldson, and Niemann voted aye. Councilmembers Paulick, Gericke, and Haase voted no. Motion adopted.

City Clerk: Ordinance #9451 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmembers Minton, Dugan, Gilbert, Nickerson, Hehnke, Donaldson, and Niemann voted aye. Councilmembers Paulick, Gericke, and Haase voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9451 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of August 27, 2013 City Council Regular Meeting.

Approving Minutes of August 27, 2013 City Council Special Meeting.

Approving Minutes of August 29, 2013 City Council Special Meeting.

Approving Liquor Manager Designation for Kathleen Stock, 3210 North 161st Street, Omaha, NE with Red Lobster, 3430 West 13th Street.

#2013-299 – Approving Acquisition of Utility Easement Located South of Fonner Park Road on City Leased Property at Fonner Park (Hall County Livestock Improvement Association).

#2013-300 – Approving Acquisition of Utility Easement Located South of Schoolhouse Road at Lockwood Road (School Dist. #1 of Merrick County).

#2013-301 – Approving Bid Award for Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station for the Fall of 2013 and Spring of 2014 Outages with Meylan Enterprises, Inc. of Omaha, NE in an Amount of \$155,460.30.

#2013-302 – Approving Boiler, Machinery and Terrorism Insurance for the Utilities Department with Factory Mutual Insurance Company of St. Louis, MO in an Amount of \$443,296.00.

#2013-303 – Approving Change Order No. 1 for North Interceptor Phase I; Project No. 2012-S-6 with Merryman Excavation, Inc. of Woodstock, IL.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #13 Study to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that a Substandard and Blight Study for approximately 2.16 acres located in central Grand Island north of Phoenix Avenue between Lincoln Avenue and Adams Street was received from Gary Jacobsen. This was a micro-blight study for a small area that Mr. Jacobson intended to redevelop

if the area could be declared blighted and substandard. Staff recommended forwarding to the Regional Planning Commission.

Motion by Paulick, second by Gericke to approve forwarding Blighted and Substandard Area #13 Study to the Hall County Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2013-304 – Consideration of Request from JamesJ Hotels LLC dba JamesJ Catering, JamesJ Catering, 3234 W Schimmer Drive for a Class “CK” Liquor License and Liquor Manager Designation for James Duff, 2411 Cochin Street. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Minton to approve Resolution #2013-304. Upon roll call vote, all voted aye. Motion adopted.

#2013-305 – Consideration of Request from Stueby’s Alibi Lounge & Package Store LLC dba 908 N Broadwell Street for a Class “C” Liquor License and Liquor Manager Designation for Chelsea Stueben, 1320 N Huston Avenue. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Minton to approve Resolution #2013-305. Upon roll call vote, all voted aye. Motion adopted.

#2013-306 – Consideration of Approving 1% Increase to the Restricted Revenues Lid Limit. Finance Director Jaye Monter reported that in 1998 the Nebraska State Legislature passed LB 989 which put a cap on the amount of restricted revenues a political subdivision could budget for. The restricted revenues that the City of Grand Island included in the budget were Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and Municipal Equalization Funds. The additional 1% increase for FY 2013-2014 State of Nebraska budget report would increase the prior year restricted revenues base by \$269,865. This increase in restricted funds authority was not an increase in budgeted revenues or authorized expenditures. It only provided the ability to increase restricted revenues in order to budget all restricted revenue funding sources each budget year. Ms. Monter answered questions regarding lid exceptions.

Motion by Gericke, second by Nickerson to approve Resolution #2013-306. Upon roll call vote, Councilmembers Minton, Gericke, Nickerson, and Niemann voted aye. Councilmembers Paulick, Dugan, Gilbert, Hehnke, Haase, and Donaldson vote no. Motion failed.

#2013-307 – Consideration of Approving General Property, Parking District #2 (Ramp) and Community Redevelopment Authority Tax Request. This item is related to the aforementioned Public Hearing.

Motion by Dugan, second by Minton to approve Resolution #2013-307. Upon roll call vote, all voted aye. Motion adopted.

#2013-308 – Consideration of Approving Contract for Employee Assistance Program. Human Resources Director Brenda Sutherland reported that the City had provided its employees with an Employee Assistance Program (EAP) benefit for the past sixteen years. The City currently had a contract in the amount of \$10,000 with Family Resources of Greater Nebraska that would expire on September 30, 2013. It was recommended that a new contract in the amount of \$9,000 per year be approved with Family Resources through September 30, 2016. Ms. Sutherland answered questions concerning the use of these services.

Motion by Minton, second by Paulick to approve Resolution #2013-308. Upon roll call vote, all voted aye. Motion adopted.

#2013-309 – Consideration of Approving Interlocal Agreement with Hall County Sanitary Sewer District (SID) 2. City Attorney Bob Sivick reported that several Study Sessions had been presented regarding the extension of sanitary sewer services south along Highway 281. As a directive of Resolution 2011-321, City staff had monitored the formation of the Hall County Sanitary Sewer District 2 (SID 2). This political subdivision was created by property and business owners interested in extended sanitary sewer services south of the City limits along Highway 281. Staff recommended approval.

Motion by Dugan, second by Donaldson to approve Resolution #2013-309. Upon roll call vote, all voted aye. Motion adopted.

#2013-310 – Consideration of Authorizing the Legal Department to Acquire Certain Real Estate through Eminent Domain. City Attorney Bob Sivick reported that the Legal and Public Works Departments had attempted to purchase approximately eighty acres of pasture land located north of Eagle Scout Lake along Highway 2. The Public Works Department wanted to convert this parcel into a detention cell to allow the City to better control storm water runoff and drainage affecting Northwest Grand Island. Mr. Sivick stated a “straw man” was hired to negotiate acquisition of this real estate to get a fair market value. Offers had been rejected by the owner and the City wanted to exercise its power of eminent domain to acquire the real property.

Paul Wicht, 1708 Jerry Drive spoke in opposition. Public Works Director John Collins stated the reason for acquisition of this property was because of drainage in this area. Mr. Sivick explained the eminent domain process. When asked by Council if Mr. Stahla had been notified of this meeting he stated the city had not notified him, but he assumed Mr. Stahla was aware of it as he gave comments to the newspaper.

Bob Stahla, owner of the property, stated he had not been notified of this meeting. He stated this property was not for sale.

Motion by Donaldson, second by Hehnke to approve Resolution #2013-310.

Motion by Gilbert, second by Nickerson to postpone Resolution #2013-310 until the September 24, 2013 City Council meeting. Upon roll call vote, Councilmembers Minton, Paulick, Dugan, Gilbert, Nickerson, Hehnke, Haase, Donaldson and Niemann voted aye. Councilmember Gericke voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Gericke to approve the Claims for the period of August 28, 2013 through September 10, 2013, for a total amount of \$4,009,529.81. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 10:16 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-2

Approving Minutes of September 17, 2013 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

September 17, 2013

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 17, 2013. Notice of the meeting was given in the *Grand Island Independent* on September 11, 2013.

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

INVOCATION was given by Community Youth Council member Hannah Sugita followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Hannah Sugita and board member Jennifer Cramer.

SPECIAL ITEMS:

Wastewater Rate Study and Construction Update. Public Works Director John Collins introduced representatives from Black & Veatch and the Public Works Department.

Derrick Cambridge, consultant with Black & Veatch gave a PowerPoint presentation on the background and rate study results. It was recommended eliminating Ammonia surcharge and adding TKN surcharge. The total 5-year Capital Improvement Plan (CIP) from the 2011 rate study was \$44.1 million. Due to major changes such as: collection system master planning, north interceptor, collection system rehabilitation, and WWTP improvements, the proposed 5-year CIP of \$72.9 million was used in the rate study update. Reviewed was the Capital Improvement Plan for 2013 through 2017.

Discussion was held regarding the difference between a pump system and a gravity system at a cost of \$16 million for a gravity system. Reliability, maintenance, and costs savings were the reasons to go with a gravity system. Mr. Collins stated a pump system would cost approximately \$40,000 to \$250,000 for maintenance each year depending on the size of the pump. It was mentioned that three pump stations would be taken out of service.

Classification of lines was explained. Mr. Collins commented on the steps being taken such as televising lines to see which lines needed repair.

Anna White with Black and Veatch explained the rate study results. The study would accomplish the following objectives:

- Establish operating and capital financial plans that fully fund activities
- Perform a cost of service analysis to determine if cost allocations are fair and equitable among the customer classifications
- Review the existing rate structure and proposed rates that provide adequate revenues

The revenue objective was to provide adequate funding of future utility operating and capital program needs. Mentioned were the following considerations: assess appropriateness of operating and capital reserves; evaluate allocation of direct and indirect costs; and review other revenue sources. Financial planning and cost allocation were reviewed. Debt service and bonding questions were answered.

The following rate structures were explained: residential; residential-suburb; residential-commercial; interdepartmental-commercial; commercial-suburb; and surcharge. The following rate setting principles were recommended: equitability; revenue stability; provides appropriate price signals; recognizes customer usage patterns & demands; easy to understand and administer; customer acceptance; consistent with City policies; and legally acceptable/defensible.

WWTP Superintendent Marvin Strong stated nitrates and phosphorous were included in this study. The biggest concern right now was chloride.

The typical monthly residential bill would increase \$10.08 from 2013 to 2017. The first rate increase of 12% would be October 1, 2013. 12% increase on October 1, 2014, 6% on October 1, 2015, and 5% increase on October 1, 2016.

Mr. Collins stated by 2017 the north interceptor would be completed, operating costs for lift stations would go down, and we would have a much better system. Capacity of the plant growth was projected at 25 years with room for new industrial clients.

Potential rate customers south on Highway 281 to I-80 were included in this study.

ADJOURNMENT: The meeting was adjourned at 8:27 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-3

Receipt of Official Document – Tort Claim filed by Grand Island Public Schools

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 24, 2013

Subject: Receipt of Official Document – Tort Claim filed by Grand Island Public Schools

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

The City of Grand Island has received a Notice of Tort Claim from the Grand Island Public Schools alleging certain claims in connection with an incident at 602 West Stolley Park Road and 1700 West Stolley Park Road involving Bryce Malesker which occurred on April 26, 2013. This claim is being presented to you pursuant to Neb. Rev. Stat. 13-905.

Discussion

This is not an item for council action other than to simply acknowledge that the claim has been received.

Sample Motion

Move to approve receipt of the Tort Claim filed by Grand Island Public Schools.

Sedgwick
P.O. Box 14513
Lexington, KY 40512-4513

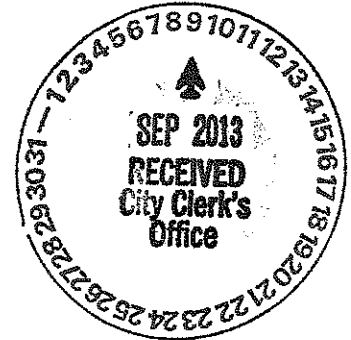


Phone: (800) 486-2152 Fax: 402-496-6511

September 4, 2013

Certified Mail/Return Receipt Requested

RaNae Edwards, City Clerk
100 East First Street
Grand Island NE 68801



Re: Tort Claim – Damage to Hastings Public Schools

Dear Clerk:

This letter is being written to you as “the clerk, secretary, or other official whose duty it is to maintain the official records” of the City of Grand Island pursuant to Neb. Rev. Stat. § 13-905. On April 26, 2013, police officers in the City of Grand Island were involved in a vehicular pursuit of a stolen vehicle being operated by Bryce Malesker. As a result of that vehicular pursuit, Mr. Malesker lost control of the vehicle and slammed into buildings and property located at 602 West Stolley Park Road and 1700 West Stolley Park Road which are owned by the Grand Island Public Schools. As a result of that crash the Grand Island Public Schools incurred damages. Pursuant to Neb. Rev. Stat. § 13-911 the City of Grand Island is strictly liable for those damages. This letter is the School’s notice of its tort claim against the City of Grand Island. Please advise me at your earliest convenience of your approval or denial of this claim.

I may be reached at 1-800-486-2152 ext 32829 or 402-963-2829.

Sincerely,

Derek Hodgson

Derek Hodgson, AIC
Asst Claims Team Lead

cc: Robert Sivick, City Attorney
PO Box 1968
Grand Island NE 68801



9/4/2013

B381001771000101

562013090405945

cc: ~~HR~~
9-9-13



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-4

Approving Re-Appointment of Sue Pirnie to the Community Redevelopment Advisory Board

Mayor Vavricek has submitted the re-appointment of Sue Pirnie to the Community Redevelopment Authority (CRA) board . This appointment would become effective October 1, 2013 upon approval by the City Council and would expire on September 30, 2018.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-5

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle, Inc. and O'Neill Transportation and Equipment

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: September 24, 2013
Subject: Approving Garbage and Refuse Haulers Permits
Item #'s: G-5
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

The following businesses have submitted applications for renewal for 2013/2014:

Heartland Disposal, 2423 W. Old Lincoln Hwy.	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 nd Street	Garbage
Full Circle, Inc., 4331 Juergen Road	Refuse
O'Neill Transportation and Equipment, 558 S. Stuhr Rd.	Refuse

All City Code requirements have been met by these businesses.

Alternatives

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

Recommendation

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2013/2014.

Sample Motion

Move to approve the renewal for garbage/refuse permits for 2013/2014.



Application for Haulers License

1 **Type of License Required:**

- a. ☒ Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
b. ☐ Refuse Haulers License (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

Mid-Nebraska Disposal, Inc.
3080 W 2nd
(308) 382-7053

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

* Name Used on Vehicles (Sec. 17-18)

382-7053
Mid-Nebraska Disposal, Inc.

3 **Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Les Woodward

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-18)
b. ☒ Certificate of Insurance (Section 17-21) You have on file
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-22) You have on file
d. ☒ License Fee: Garbage - \$225.00; Refuse - \$75.00 (Section 17-15)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-18) - Will forward once we receive it, trucks being inspected on 9/12/13.

9/10/13
Date

Signature of Applicant

**MID-NEBRASKA DISPOSAL
3080 W 2ND ST
GRAND ISLAND, NE 68803**

TRUCK LIST AS OF SEPT 1, 2012

UNIT #	SERIAL #	LICENSE#	GVW	TRUCK TYPE
10	1NPAL00X07D662648	81837		2007 PETERBILT-R.O.
22	1FVHCYDC44HN39035	81180		2004 FRTLNR-RL
23	1HTWGADR73JO69788	81175		2003 INTER-RL
24	1HTWGAZR57J398763	813964		2007 INTER-RL
35	1CYCCS484TT042186	81174		1996 C.C.-SL
37	1HTSLAAM4TH284264	812051		1996 INTER.-RL
40	4VMECLPFXXN768627	89053		1999 VOLVO- SL
41	1CYCCK4828T048981	89052		2008 C.C. - SL
44	1M2K189C66M034491	812498		2006 MACK - RL
45	3BPZL00X88F718226	822048		2008 PETERBILT-FL
46	1FVXJLBB8RL776758	812492		1994 FRTLNR- RL
47	1HTWGAZT87J562633			2007 INTER-RL
48	1FVHCYDJ37HY10248	87148		2007 FRTLNR-RL
50	1FVHCFCY86RW43848	81098		2006 FRTLNR

**MID NEBRASKA DISPOSAL, INC
3080 W 2ND ST
GRAND ISLAND, NE 68803**

TRUCK LIST AS OF SEPT. 1, 2012

UNIT #	SERIAL #	LICENSE#	TRUCK TYPE
2	1NPZLT0X84D715516	83586	2004 PETE-FL
4	1M2B209C26M030761	83973	2006 MACK-RO
5	1XPZLAOX3RD708023	8249	1994 PETE- FL
6	1M2B209C25MO15719	86427	1995 MACK-RO
8	1FV6HLBB7WH888103	811017	1998 FREIGHTL-RL
11	1HTWGADR93J069789	813688	2003 INT.-RL
12	1FVHCFCY66RW10296		2006 CONDOR-SL
16	1M2B209C2BNOO9634	810422	1992 MACK-RO
20	2FZHAWAK11AH97549	89828	2001 STERLING-RO
33	1FVHCYBS08HZ17612	89149	2008 FREIGHTL-RL
34	1HT5DAAN4WH572893	86441	1998 INT-RL
36	1CYCCL5846T047459	82192	2006 CRANE CARR
49	1M2AG11C84M010607	84647	2004 MACK-RO
51	1CYCCR582525T046893	814941	2005 CRANE CARR



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Krull Insurance Agency 108 North Smith PO Box 200 Kenesaw NE 68956	CONTACT NAME: House Account PHONE (A/C No. Ext.): (402) 752-3700 FAX (A/C No.): (402) 752-3706 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual NAIC # 21415 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MID-NEBRASKA DISPOSAL, INC. & Clark Bros 3080 W 2ND ST GRAND ISLAND NE 68803-5264	

COVERAGES **CERTIFICATE NUMBER: MASTER 2012-2013** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		3D53875	4/1/2012	4/1/2013	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		3E53875	4/1/2012	4/1/2013	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		3J53875	4/1/2012	4/1/2013	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	3H53875	4/1/2012	4/1/2013	E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Copy of the policy is available upon request.

CERTIFICATE HOLDER

(402) 385-5486

 CITY OF GRAND ISLAND
 RENAE EDWARDS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JOHN LONGORIA/JL

ACORD 25 (2010/05)

INS025 (201005).01

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A Nationwide® Insurance Company

CITY OF GRAND ISLAND
PERFORMANCE BOND REQUIRED BY
CHAPTER 17-22

BOND NO. BD 7900589563

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MID-NEBRASKA DISPOSAL, INC. OF GRAND ISLAND, NE, AS PRINCIPAL, AND ALLIED MUTUAL INSURANCE COMPANY, A CORPORATION DULY LICENSED TO DO BUSINESS IN THE STATE OF NEBRASKA, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE CITY OF GRAND ISLAND, NEBRASKA AND ALL CUSTOMERS OF THE PRINCIPAL WHO RESIDE WITHIN THE CITY OF GRAND ISLAND, NEBRASKA, AS OBLIGEE, IN THE PENAL SUM OF FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, FOR THE PAYMENT OF WHICH SUM WELL AND TRULY TO BE MADE, THE SAID PRINCIPAL AND THE SAID SURETY, BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS THE PRINCIPAL HAS BEEN GRANTED A LICENSE BY THE CITY OF GRAND ISLAND TO OPERATE AS A GARBAGE HAULER AND;

WHEREAS THE ORDINANCE 17-22 OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDES THAT THE PRINCIPAL SHALL FURNISH A PERFORMANCE BOND CONDITIONED FOR THE COMPLIANCE WITH THE PROVISIONS OF 17-15 THROUGH 17-26 INCLUSIVE,

NOW THEREFORE, IF THE SAID PRINCIPAL SHALL FAITHFULLY PERFORM THE DUTIES AND IN ALL THINGS COMPLY WITH THE ABOVE LISTED ORDINANCE APPERTAINING TO THE LICENSE THEN THIS OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

IT IS FURTHER PROVIDED THAT:

1. THE AGGREGATE LIABILITY OF THE SURETY UNDER THIS BOND SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) REGARDLESS OF THE NUMBER OF YEARS THIS BOND SHALL REMAIN IN EFFECT.
2. THIS BOND SHALL BE EFFECTIVE FROM SEPTEMBER 30, 1999 AND SHALL CONTINUE UNTIL CANCELLED BY THE SURETY SENDING A WRITTEN NOTICE OF CANCELLATION TO THE CITY CLERK, CITY OF GRAND ISLAND, NEBRASKA, AND AT THE EXPIRATION OF THIRTY (30) DAYS FROM THE MAILING OF SAID NOTICE, THIS BOND SHALL TERMINATE AND THE SURETY SHALL THEREUPON BE RELIEVED FROM ANY LIABILITY FOR ANY ACTS OR COMMISSION OF THE PRINCIPAL SUBSEQUENT TO SAID DATE.
3. ANY CLAIM FOR DEFAULT ON THIS BOND MUST BE FILED IN WRITING WITH THE SURETY AT ITS HOME OFFICE, 701 - 5TH AVE, DES MOINES, IOWA, 50391-2006, PROMPTLY AND IN ANY EVENT WITHIN 60 DAYS AFTER THE OBLIGEE OR THEIR REPRESENTATIVE SHALL LEARN OF SUCH DEFAULT. SUIT THEREON SHALL NOT BE COMMENCED IN LESS THAN 120 DAYS OR MORE THAN 365 DAYS FROM THE DATE OF THE DEFAULT ON WHICH THE CLAIM IS BASED.

SIGNED, SEALED AND DATED THIS 30TH DAY OF SEPTEMBER, 1999

MID-NEBRASKA DISPOSAL, INC.

PRINCIPAL

X [Signature]

ALLIED MUTUAL INSURANCE COMPANY

[Signature]
ATTORNEY-IN-FACT EUGENA R. MILLER

KNOW ALL MEN BY THESE PRESENTS That ALLIED Mutual Insurance Company, a corporation organized under the laws of the State of Iowa, with its principal office in the City of Des Moines, Iowa, hereinafter called "Company", does hereby make, constitute and appoint **KRISTIE R. TALLON** **TYLER L. ADAMS**
EUGENA R. MILLER

LINCOLN, NE

each in his individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS

(\$ 4,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.4 Instruments Issued by the Corporation. Bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and insurance endorsements, issued by the Corporation shall be validly executed and binding on the Corporation when signed by the President or a Vice President or by the Attorney(s)-In-Fact appointed by the President or by a Vice President."

"Section 7.5 Appointment of Agents. The President or a Vice President shall have the power to appoint agents of the Corporation, or other persons, as Attorney(s)-In-Fact to act on behalf of the Corporation in the execution of bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and endorsements, with full power to bind the Corporation by their signature and execution of any such instrument. The appointment of such Attorney(s)-In-Fact shall be accomplished by Powers of Attorney signed by the President or the Vice President."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.6 Verifications. The Secretary, or any Assistant Secretary, is authorized to certify that any such Power of Attorney signed is validly executed and binding on the Corporation and to certify that any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, to which the Power of Attorney is attached is and shall continue to be a valid and binding obligation of the Corporation, according to its terms, when executed by Attorney(s)-In-Fact appointed by the President or Vice President."

"Section 7.7 Use of Corporate Seal. It shall not be necessary to the valid execution and binding effect on the Corporation of any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, signed on behalf of the Corporation by the President or a Vice President, or Attorney(s)-In-Fact appointed by the President or a Vice President, or of any Power of Attorney executed on behalf of the Corporation appointing Attorney(s)-In-Fact to act for the Corporation, or of any certificate to be executed by the Secretary or an Assistant Secretary, as hereinabove in Sections 7.4, 7.5, and 7.6 provided, that the corporate seal be affixed to any such instrument, but the person authorized to sign such instrument may affix the corporate seal. A facsimile corporate seal affixed to any such instrument shall be as effective and binding as the original seal."

"Section 7.8 Other Facsimile Signatures. A facsimile signature of the President or of a Vice President affixed to any bond, undertaking, or obligatory instrument of similar nature, other than policies and endorsements, or to a Power of Attorney signed by such President or a Vice President, as herein in Sections 7.4 and 7.5 provided, or a facsimile signature of the Secretary or of an Assistant Secretary to any certificate as herein in Section 7.6 provided, shall be effective and binding upon the Corporation with the same force and effect as the original signatures of any such officers."

"Section 7.9 Former Officers. A facsimile signature of a former officer shall be of the same validity as that of an existing officer, when affixed to any insurance policy or insurance endorsement, any bond or undertaking, any Power of Attorney or certificate, as herein in Sections 7.1, 7.2, 7.4, 7.5, and 7.6 provided."

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 10 day of JULY, 1998

ALLIED MUTUAL INSURANCE COMPANY

By: *Brett E. Harman* Vice President

STATE OF IOWA
COUNTY OF POLK ss



On this 10 day of JULY, 1998, before me personally came Brett Harman, to me known, who, being by me duly sworn, did depose and say that he is Vice President of ALLIED Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he has signed his name thereto pursuant to like authority, and acknowledged the same to be the act and deed of said corporation.



Patricia M. Vermace *Patricia M. Vermace*
Notary Public in and for the State of Iowa

CERTIFICATE

I, the undersigned, Secretary of ALLIED Mutual Insurance Company, a corporation organized under the laws of the State of Iowa, do hereby certify that the foregoing Power of Attorney is still in force, and further certify that Sections 7.4 through 7.9 inclusive of Article 7 of the By-Laws of the Company set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the company this 3rd day of August, 1999

06712

Bd I (03-97) 00

This Power of Attorney expires
07/10/01



Secretary *Sally J. Malloy*



Application for Haulers License

1 Type of License Required:

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
 b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

O'Neill Transportation and Equipment
7100 West Old Potash
Grand Island NE 68803
308-384-1690

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19) _____

* Name Used on Vehicles (Sec. 17-18) _____

3 Residency Certification:

a. _____ Individual Applicant – Resident of Hall County

Name and Home Address of Individual: _____

b. _____ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer: _____

c. _____ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent: _____

3 Required Documents to be Furnished:

- a. ☒ List of Vehicles (Section 17-18)
 b. _____ Certificate of Insurance (Section 17-21)
 c. _____ Performance Bond – Garbage Haulers Only (Section 17-22)
 d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
 e. _____ Appointment of Resident Agent, if applicable (Section 17-16)
 f. _____ Equipment Inspection/Certificate from Health Department (Section 17-18)

9-16-2013
 Date

Pat O'Neill
 Signature of Applicant

2013080816160147
2013080816141973Renew online at: www.clickamv.ne.gov

Tax District		Tax & Fee Summary	
265	WASH 3/28 GI	MTR VEH FEE	10.50
2012	GVWR 50,000	CO/RR/DMV/EMS	5.50
Make	Year	REG. FEE	660.00
KENWORTH	94	HANDLING FEE	1.00
Model			
CONSTRUCTION T800			
Style			
TANDEM			
V.I.N.			
1NKDLA0X4RJ637510			
Reg Date			
8/08/2013			
Exp Date			
AUG 2014			
08248080012			
1460893		Total Paid	677.00

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within **sixty days** from the date of the loss or transfer.



1719 16th Avenue • Central City, NE 68826 • Phone (308) 946-3103 • Fax (308) 946-2086

Page 117 / 327



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSUR 1004 N Diers Ave Ste 140 PO Box 5884 Grand Island NE 68802-5884	CONTACT NAME: Rosemary Johns PHONE (A/C, No, Ext): (308) 382-8000 FAX (A/C, No): (308) 384-3417 E-MAIL ADDRESS: rjohns@insurinc.com
INSURED O'Neill Transportation & Equipment, LLC; P O Box 2202 Grand Island NE 68802-2202	INSURER(S) AFFORDING COVERAGE INSURER A Addison Insurance Company NAIC # 10324 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1372217608

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			60337264	7/25/2013	7/25/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			60337264	7/25/2013	7/25/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Business Auto Ultra \$
	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			60337264	7/25/2013	7/25/2014	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60337264	7/25/2013	7/25/2014	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

(308) 385-4523

City of Grand Island
PO Box 1968
Grand Island, NE 68802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jay Kaspar/RKJ

ACORD 25 (2010/05)
INS025 (201005).01

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Application for Haulers License

1 **Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Heartland Disposal

Business Address

1839 E 4th St

Business Telephone

308-382-1683

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

382-1683

* Name Used on Vehicles (Sec. 17-18)

Heartland Disposal

3 **Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

Tom Umel SR 567 S Shady Bend Rd Grand Island

3 **Required Documents to be Furnished:**

- a. ☐ List of Vehicles (Section 17-18)
b. ☐ Certificate of Insurance (Section 17-21)
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-22)
d. ☐ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
e. ☐ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-18)

9/16/13

Date

Tom Umel SR

Signature of Applicant

Heartland Disposal Truck List

2005 International	Rolloff	8-8916	110
1994 Mack	Rolloff	8-4975	
1996 Volvo	Side Load	8-11685	603
2004 Sterling	Rolloff	8-2749	133
1990 International	Rolloff	8-203	102
1999 Freightliner	Pack Rat	8-14407	700
1995 International	Rear Load	8-6007	314
1999 International	Rear Load	8-348	318
1992 Peterbilt	Side Load	8-6990	601
1997 Ford	Rear Load	8-1648	316
2000 Crane	Side Load	8-10009	605
1999 Peterbilt	Front Load	8-10546	204P
2001 Freightliner	Side Load	8-17526	604
1998 Crane Carrier	Rear Load	8-14217	308
1997 Volvo	Front Load	8-14406	204V
2005 International	Rear Load	8-16905	320
2003 Mack	Rolloff Truck	8-3612	125



CERTIFICATE OF LIABILITY INSURANCE

385-5423
HEART-1 OP ID: PV

DATE (MM/DD/YYYY)
07/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pathway Insurance Agency-GI 3333 W State St Grand Island, NE 68803		Phone: 308-382-3150 Fax: 308-382-3146	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
			INSURER(S) AFFORDING COVERAGE	
			INSURER A: EMC INS CO	
			INSURER B:	
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	4D15814	06/29/2013	06/29/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4E15814	06/29/2013	06/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	4H15814	06/29/2013	06/29/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

WASTE DISPOSAL SERVICES
CITY OF GRAND ISLAND IS NAMED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

CITYGI1 CITY OF GRAND ISLAND BUILDING INSPECTION DEPT P O BOX 1968 GRAND ISLAND, NE 68802-1968	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2010/05)

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United Fire & Casualty Company
United Life Insurance Company
Addison Insurance Company
Lafayette Insurance Company
United Fire & Indemnity Company
United Fire Lloyds
Financial Pacific Insurance Company

CONTINUATION CERTIFICATE

BOND NO.: 55192671

PRINCIPAL: HEARTLAND DISPOSAL, INC. 1839 E 4TH ST GRAND ISLAND, NE 68801

OBLIGEE: CITY OF GRAND ISLAND 100 E FIRST ST GRAND ISLAND, NE 68801

TYPE OF BOND: GARBAGE HAULERS


BOND PENALTY: 50,000.00

BOND TERM: From 07/06/2013 To 07/06/2014

The Company indicated hereby continues in force, for the period described, the Bond designated above, subject to all the agreements, limitations, and conditions thereof and provides that the liability under said bond and all continuations thereof shall not be cumulative and shall not in any event exceed the amount of said Bond herein before set forth.

Signed, Sealed and Dated 04/07/2013.

UNITED FIRE & CASUALTY COMPANY

By 
Attorney-in-Fact

LICP0003 04 11

HOME OFFICE: 118 Second Avenue SE, PO Box 73909, Cedar Rapids, Iowa 52407-3909 Phone: 319-399-5700 or 800-343-9130 FAX: 888-726-9738

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint Randy A. Ramlo, or David Lange, or Dennis J. Richmann, or Arthur J. Fearn, or David G. Dennis, or Michael D. May, or D. Michael Hays, or Judith A. Davis, or Mary Bertsch, or Kyanna Wieseler, or Jeremy Lewis, or Patricia Wiebel, or Philip E. Morgette, or Allison Nissen, or Leony Kaster, or Brad Hance, or Patti Waddell, or Patricia L. Niebes, individually of Cedar Rapids, IA; or Linda Becchetti, or Michael D. Harbison, individually of Rocklin, CA its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this February 19, 2013.



UNITED FIRE & CASUALTY COMPANY

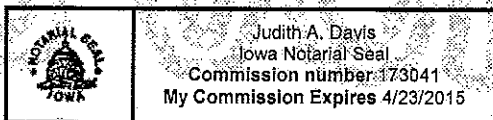
By

Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss

On February, 19, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Judith A. Davis
Notary Public
My commission expires: 4-23-15

CERTIFICATION

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 7th day of April, 2013.



David A. Lange

Secretary



Application for Haulers License

1 **Type of License Required:**

- a. ☐ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☒ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Heartland Disposal - DBA Full Circle Rolloffs

Business Address

1839 E 4th St

Business Telephone

308-384-4418

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-384-4418

* Name Used on Vehicles (Sec. 17-18)

Full Circle

3 **Residency Certification:**

a. ☒ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

Tom Ummer SR-

b. ☐ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☐ List of Vehicles (Section 17-18)
b. ☐ Certificate of Insurance (Section 17-21)
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-22)
d. ☐ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
e. ☐ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-18)

9/16/13
Date

Tom Ummer SR
Signature of Applicant

Full Circle Rolloff Trucks

2005 Freightliner 1FVMCYDC75HU64072

1996 International 2HSFMALR3TC047221



CERTIFICATE OF LIABILITY INSURANCE

385-5423
HEART-1 OP ID: PV

DATE (MM/DD/YYYY)
07/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pathway Insurance Agency-GI 3333 W State St Grand Island, NE 68803	Phone: 308-382-3150 Fax: 308-382-3146	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED HEARTLAND DISPOSAL 1839 E 4 ST GRAND ISLAND, NE 68801		INSURER(S) AFFORDING COVERAGE INSURER A: EMC INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25186	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	4D15814	06/29/2013	06/29/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4E15814	06/29/2013	06/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	4H15814	06/29/2013	06/29/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

WASTE DISPOSAL SERVICES

CITY OF GRAND ISLAND IS NAMED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

CITYG11 CITY OF GRAND ISLAND BUILDING INSPECTION DEPT P O BOX 1968 GRAND ISLAND, NE 68802-1968	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2010/05)

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United Fire & Casualty Company
United Life Insurance Company
Addison Insurance Company
Lafayette Insurance Company
United Fire & Indemnity Company
United Fire Lloyds
Financial Pacific Insurance Company

CONTINUATION CERTIFICATE

BOND NO.: 55192671

PRINCIPAL: HEARTLAND DISPOSAL, INC. 1839 E 4TH ST GRAND ISLAND, NE 68801

OBLIGEE: CITY OF GRAND ISLAND 100 E FIRST ST GRAND ISLAND, NE 68801

TYPE OF BOND: GARBAGE HAULERS

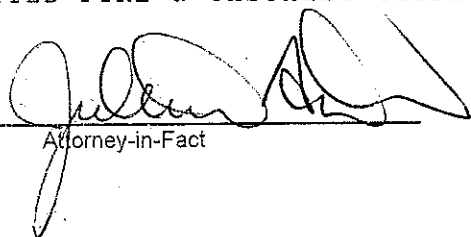
BOND PENALTY: 50,000.00

BOND TERM: From 07/06/2013 To 07/06/2014

The Company indicated hereby continues in force, for the period described, the Bond designated above, subject to all the agreements, limitations, and conditions thereof and provides that the liability under said bond and all continuations thereof shall not be cumulative and shall not in any event exceed the amount of said Bond herein before set forth.

Signed, Sealed and Dated 04/07/2013.

UNITED FIRE & CASUALTY COMPANY

By 
Attorney-in-Fact

LICP0003 04 11

HOME OFFICE: 118 Second Avenue SE, PO Box 73909, Cedar Rapids, Iowa 52407-3909 Phone: 319-399-5700 or 800-343-9130 FAX: 888-726-9738

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint **Randy A. Ramlo, or David Lange, or Dennis J. Richmann, or Arthur J. Fearn, or David G. Dennis, or Michael D. May, or D. Michael Hays, or Judith A. Davis, or Mary Bertsch, or Kyanna Wieseler, or Jeremy Lewis, or Patricia Wiebel, or Philip E. Morgette, or Allison Nissen, or Leony Kaster, or Brad Hance, or Patti Waddell, or Patricia L. Niebes, individually of Cedar Rapids, IA; or Linda Becchetti, or Michael D. Harbison, individually of Rocklin, CA** its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice-President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this February 19, 2013.



UNITED FIRE & CASUALTY COMPANY

By

Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss:

On February, 19, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Judith A. Davis
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2015

Judith A. Davis
Notary Public
My commission expires: 4-23-15

CERTIFICATION

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 7th day of April, 2013.



David A. Hays
Secretary



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-6

**#2013-311 - Approving Final Plat and Subdivision Agreement for
Kenmare Third Subdivision**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 24, 2013

Subject: Kenmare 3rd Subdivision - Final Plat

Item #'s: G-6

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

Background

This property is located west of Blaine Street and east of Wicklow Drive. This final plat proposes to create 1 Lot, on a tract of land comprising a part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4), of Section Twenty Nine (29), Township Eleven (11) North, Range Nine (9) in the City of Grand Island, said tract containing 7.725 acres.

Discussion

The revised plat for Kenmare 3rd Subdivision & Final Plat was considered by the Regional Planning Commission at the September 4, 2013 meeting.

A motion was made by Bredthauer and seconded by Haskins to approve the plat as presented. A motion was also made to approve the Final Plat for Kenmare 3rd Subdivision.

A roll call vote was taken and the motion passed with 7 members present and voting in favor (Snodgrass, O'Neill, Hayes Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Kenmare 3rd Subdivision
Developer/Owner

Janet A. Speck
762 9th Ave
St. Paul NE 68873

To create 1 lot west of Blaine Street and east of Wicklow Drive, in the City of Grand Island, in Hall County, Nebraska.

Size: 7.725 acres

Zoning: R1 – Suburban Residential Zone

Road Access: City Roads

Water Public: City water is available

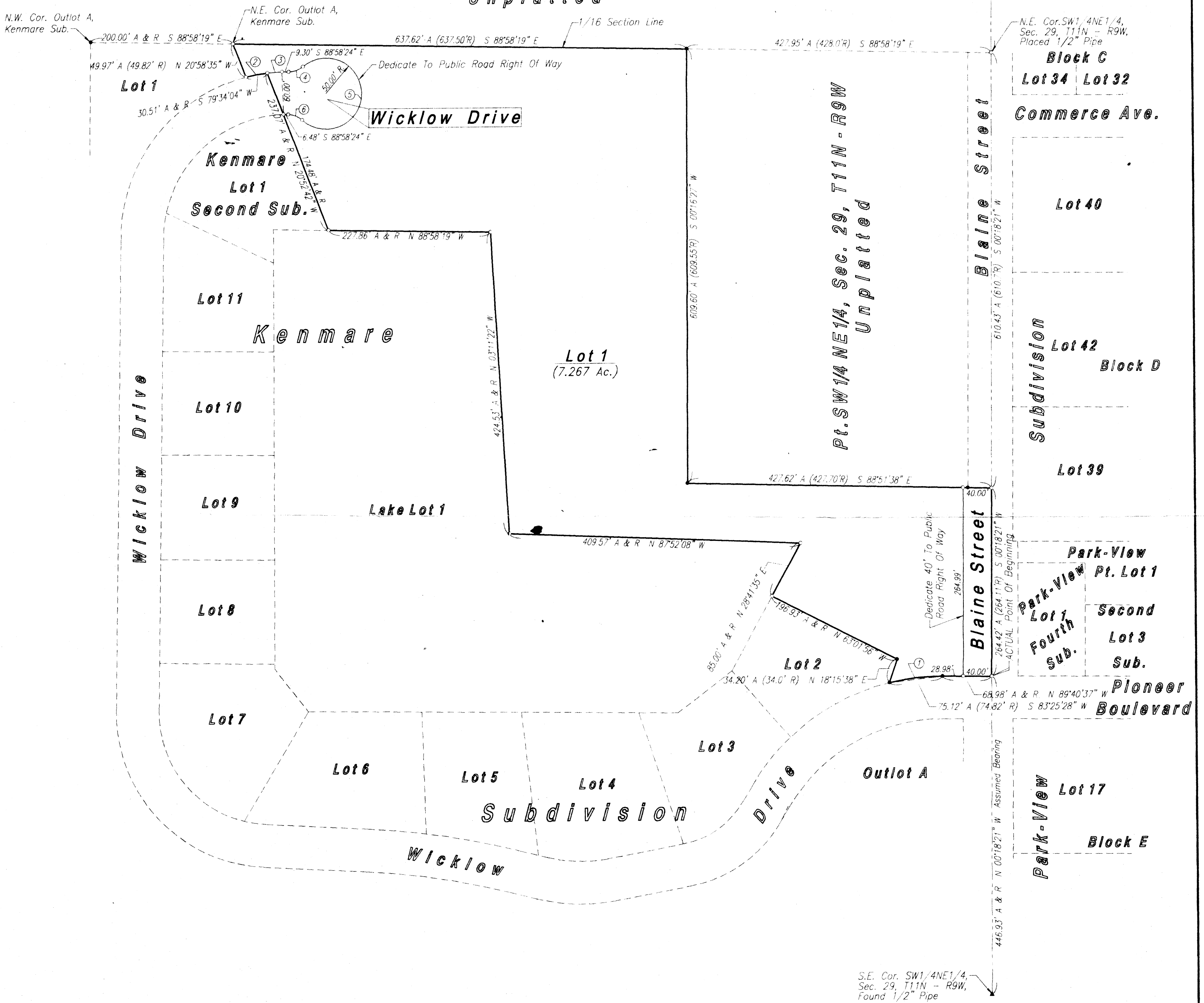
Sewer Public: City sewer is available



●-Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
 ○-Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted
 ●-Indicates Unable To Place Corner Falls In Water
 A-Indicates ACTUAL Distance
 R-Indicates RECORDED Distance
 All Distances Shown On Curves Are CHORD Distances
 All Distances Shown On Cul-de-sacs Are CHORD Distances

Curve No. 1	Curve No. 2	Curve No. 3	Curve No. 4	Curve No. 5	Curve No. 6
Curve Data	Curve Data	Curve Data	Curve Data	Curve Data	Curve Data
$R = 309.67'$	$R = 234.7'$	$R = 234.7'$	$R = 30'$	$R = 50'$	$R = 30'$
$\Delta = 13^\circ 55' 59"$	$\Delta = 24^\circ 36' 03"$	$\Delta = 05^\circ 01' 59"$	$\Delta = 41^\circ 26' 44"$	$\Delta = N.A.$	$\Delta = 31^\circ 53' 29"$
$I = 37.84'$	$I = 15.29'$	$I = 10.32'$	$I = 11.35'$	$I = N.A.$	$I = 57.14'$
$L = 75.31'$	$L = 30.53'$	$L = 20.62'$	$L = 21.70'$	$L = 229.42'$	$L = 111.32'$
$C = 75.12'$	$C = 30.51'$	$C = 20.61'$	$C = 21.23'$	$C = 74.96'$	$C = 21.23'$
Ch. Brg. = $58^\circ 25' 28" W$	Ch. Brg. = $57^\circ 34' 04" W$	Ch. Brg. = $N 85^\circ 48' 42" E$	Ch. Brg. = $N 70^\circ 18' 40" E$	Ch. Brg. = $S 01^\circ 01' 36" W$	Ch. Brg. = $N 68^\circ 15' 02" E$

Scale = 1" = 100'



KENMARE THIRD SUBDIVISION
IN THE CITY OF GRAND ISLAND, NEBRASKA

ROCKWELL AND ASSOC. L L C - ENGINEERING & SURVEYING - GRAND ISLAND, NEBRASKA

Sheet No. 1 Of 2

RESOLUTION 2013-311

WHEREAS, Janet A. Speck, being the said owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "KENMARE THIRD SUBDIVISION", to be laid out into 1 lot, a tract of land comprising a part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4), of Section Twenty Nine (29), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-7

#2013-312 - Approving Annual Report by the Grand Island Area Economic Development Corporation/Citizens' Review Committee on the Economic Development Program Plan

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

Staff Contact: Randy Gard, EDC President

RESOLUTION 2013-312

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §38-5 require a report by the Citizens' Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on September 24, 2013; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual report of the Citizens' Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-8

**#2013-313 - Approving Bid Award - Installation of 72/48 Fiber -
Electrical Yard to Library & Library to Substation "B"**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 24, 2013

Subject: Approving Bid Award – Installation of Fiber Optics
Cable - Contract 2013-OPGW-V

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The City has been in the process of installing a fiber optics network connection between City Hall and off-site City divisions for over eight years. Past projects include: City Hall to the Phelps Control Center; the Waste Water Treatment Plant, the Safety Center, Electric Service Center, City Streets and Shop, the Burdick Power Plant and Platte Generating Station. The subject contract would continue the process to provide increased network bandwidth to remote division buildings and complete a fiber optic loop to allow a redundant path for Internet service and network servers to City facilities, including City Hall. Access to the Internet and the City network servers is a necessary component of City functions, and continuous, 24-hour access is critical for Utilities Department operations. A map of the project route is attached.

This project provides for a 48 fiber OPGW (optical ground wire) cable and ADSS (all-dielectric self-supporting) aerial cable from the Electric Service Center to Substation “B”. The project will also provide junction points for the Library and the One Stop Building on 3rd Street. OPGW is installed in the static wire position of the electric distribution system at the top of the power poles, above the 13,800 volt conductors. ADSS is installed at the communication position on power poles, below the power lines similar to cable TV cables. The specifications required that OPGW be used for the majority of this project, with ADSS used to complete the network at each facility.

Discussion

Expansion of the City network to provide additional bandwidth and redundancy has been a joint project between the Finance Department Information Technology Division and the Utilities Department, and this portion completing the fiber loop will be funded by the

Utilities Enterprise Funds. The project specifications were advertised in accordance with City Procurement Codes, and seven firms obtained copies of the bidding documents. Bids were received and publicly opened at 2:15 p.m. on September 11, 2013. Three bids were received from the following companies:

Bidder	Exceptions	Bid Price
PowerSecure, Inc. Midway, Florida	None	\$424,075.00
IES Commercial, Inc. Holdrege, Nebraska	None	\$307,117.00
Watts Electric Company Waverly, Nebraska	None	\$320,866.83

All three companies provided bids that are fully compliant with City specifications. The low bid of \$307,117.00 was below the engineer's estimate of \$320,000. There are sufficient funds in the budget to complete the project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Fiber Installation Contract 2013-OPGW-V, to the low bidder, IES Commercial, Inc., of Holdrege, Nebraska, in the amount of \$307,117.00.

Sample Motion

Move to the bid for Contract 2013-OPGW-V, Installation of Fiber, to IES Commercial, Inc., in the amount of \$307,117.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 11, 2013 at 2:15 p.m.

FOR: Installation of 72/48 Fiber OPGW Shield Wire
Contract 2013-OPGW-V

DEPARTMENT: Utilities

ESTIMATE: \$320,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: August 21, 2013

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>PowerSecure, Inc.</u> Midway, FL	<u>IES Commercial, Inc.</u> Holdrege, NE
Bid Security:	Western Surety Co.	XL Specialty Ins. Co.
Exceptions:	None	None
Bid Price:	\$424,075.00	\$307,117.00

Bidder:	<u>Watts Electric Company</u> Waverly, NE
Bid Security:	Universal Surety Co.
Exceptions:	None
Bid Price:	\$320,866.83

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

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

P1671



**CITY OF GRAND ISLAND, NEBRASKA
FORM OF CONTRACT AGREEMENT
FOR
CONTRACT 2013-OPGW-V
INSTALLATION OF 72/48-FIBER OPGW SHIELD WIRE**

THIS AGREEMENT made and entered into, by and between

hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of Contract 2013-OPGW-V, Installation of 72/48-Fiber OPGW Shield Wire; and 48-Fiber ADSS.

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

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

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

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of

_____ Dollars (\$ _____),
for all materials, services and work covered by and included in the Contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City and the Contract is executed. **The proposed work shall be completed in all respects by July 30, 2014.** The Contractor shall coordinate with the City of Grand Island Utilities Department relative to scheduling work.

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

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

Contractor _____

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____ Date _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2013-313

WHEREAS, the City of Grand Island invited sealed bids for Installation of 72/48 Fiber, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 11, 2013, bids were received, opened and reviewed; and

WHEREAS, IES Commercial, Inc., of Holdrege, 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 \$307,117.00; and

WHEREAS, the bid of IES Commercial, Inc., is less than the estimate for the Installation of 72/48 Fiber.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of IES Commercial, in the amount of \$307,117.00, for Installation of 72/48 Fiber, is hereby approved as the lowest responsible bid and that the Mayor is hereby authorized to, on behalf of the City, execute the Contract between the City of Grand Island and IES Commercial, Inc.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-9

#2013-314 - Approving Public Safety Technology Interlocal Agreement with Hall County

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 24, 2013

Subject: Public Safety Software Interlocal Agreement

Item #'s: G-9

Presenter(s): Steven Lamken, Police Chief

Background

The City and Hall County have shared public safety software (Spillman) for many years under an Interlocal agreement in which Hall County serves as the contracting government for the software. This Interlocal agreement has worked well in providing a shared public safety information system. The Grand Island Fire Department is expanding their use of the public safety system and the Interlocal agreement is in need of updating.

Discussion

The City and Hall County have a shared public safety software system that is provided under an Interlocal agreement. Hall County serves as the contracting agency with the software vendor, Spillman Technologies Inc., and provides software and services to the City under the Interlocal agreement. This has worked well in creating a shared public safety information system for the City and the County.

The Grand Island Fire Department is expanding their use of the public safety system. The Interlocal agreement is in need of updating. The agreement has been reviewed by the Police Department and the City Legal Department. The new Interlocal agreement provides for the changes occurring in the system and provides for continued operations of the shared information system.

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 and have the Mayor sign the updated Interlocal agreement for Law Enforcement Records Management and Computer Aided Dispatch by and between the County of Hall and the City of Grand Island.

Sample Motion

Move to approve and have the Mayor sign the updated Interlocal agreement for Law Enforcement Records Management and Computer Aided Dispatch by and between the County of Hall and the City of Grand Island.

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT RECORDS MANAGEMENT AND
COMPUTER AIDED DISPATCH
BY AND BETWEEN
THE COUNTY OF HALL AND
THE CITY OF GRAND ISLAND

THIS AGREEMENT, made and entered into this ____ day of _____ by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County", and the City of Grand Island, a municipal corporation and a political subdivision of the State of Nebraska, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, the County owns, operates, and maintains a computerized law enforcement records management database and network system, based upon Spillman technologies, Inc. software, for use by the Hall County Sheriff and Hall County Department of Corrections; and

WHEREAS, the County is willing to provide to the City internet and e-mail services, law enforcement records management and computer aided dispatch data services, and software sublicenses as set forth herein; and

WHEREAS, the city desires to contract with the County for the above-described services and sublicenses under the terms and conditions set forth herein.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

I. Definitions: As used herein, the following terms shall have the following definitions.

- A. "Job-specific Software" means the integrated law enforcement/emergency services/emergency communications software package utilized pursuant to this agreement. The initial job-specific software shall be law enforcement software published and/or licensed by Spillman Technologies, Inc., to wit: The job-specific software modules to be utilized are; hub; jail management; traffic; vehicle/personnel; CAD; Picture Link; Law Records; Laptop; Field Reporting; Live Scan Fingerprint Interface; Summit Emulator; E911; NFS Maestro; Mobile, Geobase; OBDC; and Business Objects Crystal Reports Server.
- B. "LAN" means a local area computer and data network.
- C. "Primary LAN" or "Primary Local Area Network" means the County's local area network.
- D. "Shared Job-specific Software" means job-specific software shared by all County and City agencies authorized to enter or change data within the integrated law enforcement, emergency services, and 911 computer software packages.
- E. "System." Shall mean the County's primary LAN, the network and job specific software, and the shared databases.
- F. "User," for purposes of the job-specific software shall mean a person authorized to log onto the network system and make changes to the job-specific software database(s). For all other purposes, "User" means a person authorized to log onto the County's Primary LAN.

II. Term. This agreement shall commence on the date last executed by the parties hereto for a period of one year. Said agreement shall automatically renew annually for a period of one year

unless written notice of the non-renewal is provided by the non-renewing party to the other party not less than 90 days prior to the expiration of the then current term.

III. County Responsibilities. The County shall provide:

- A. A network structure for the operation of the City's Police Department LAN through connection of the City's Police Department LAN to the County's Primary LAN.
- B. Except as provided in Article IV, all network and Shared Job-specific Software required for operation of an integrated law enforcement/emergency dispatching database.
- C. Except as provided in Article IV, software support as available through the software publishers and/or licensors.
- D. E-mail access through the County's primary LAN.
- E. System account management and reports to City's department heads as requested.
- F. Non-Shared Job-specific Software and sublicenses as requested by the City.
- G. Technical staff to troubleshoot the network and shared servers.

IV. City Responsibilities.

- A. All personal computers and workstations, including mobile terminals and radio transceivers, required for City's operations, initial software licenses for operating systems and office suite, and all necessary hardware and software for operation of the City's Police Department LAN. Said hardware and software shall meet the minimum specifications and requirements required by the publishers of the Shared Job-specific Software and the County's Primary LAN system.
- B. All data entry required to input City's data into the shared databases and into the City's individual databases, if any.
- C. Appropriate fiber optic cables, switches, and routers necessary to connect the City's Police Department LAN with the County's primary LAN.
- D. Support and maintenance of the City's hardware, software (including public safety RMS modules) and the data link to the City.
- E. Training for City's staff for software purchased shall be determined by the City at the appropriate time and by individual(s) of the City's choosing.

V. Consideration. In consideration of the services provided by the County, the City shall pay to the County on an annual basis the fees and assessments as set forth herein:

- A. A Network assessment consisting of a pro-rata assessment based on the number of city-authorized Primary LAN users to the total Primary LAN users. Said assessments shall be calculated based upon the cost of anticipated Primary LAN hardware and software additions, replacements, upgrades, maintenance, support and repairs.
- B. A job-specific software assessment consisting of a pro-rata assessment based on the number of city-authorized shared job-specific software users to the total number of shared job-specific software users. Said assessments shall be calculated based upon the cost of anticipated software additions, replacements, upgrades, maintenance, and support. Said job-specific software assessment shall also include an assessment for

job-specific software obtained at the request of and utilized solely by a city agency or department. In such cases, the assessment shall be an amount equal to 100% of the cost incurred by the County. Provided, however, assessments will be made pro rata on a per-user basis for any software licensed on a per-user basis.

- C. The number of users shall be audited and determined annually by the end of June. Fees and assessments shall be billed to the City through invoices after the budget for that fiscal year has been estimated. Said amounts shall be paid by the City to the County in equal quarterly payments of one-fourth the annual assessment. Note that the first three invoices annually are based on per-budget estimated costs and the fourth invoice is the remainder of the actual per-expenditures cost and as such the fourth invoice annually may vary from budget estimate.

VI. Network Availability. The County's LAN will be available as set forth in this Article.

- A. The County shall take reasonable measures to ensure availability and operation of the system twenty-four hours a day, seven days a week. The County shall provide support staff to be contacted in the event that the City requires assistance. A list of such personnel will be required, and also locations at which said staff can be reached.
- B. The County reserves the right to schedule preventative maintenance on all systems. When possible, preventative maintenance will be scheduled in advance and attempt to minimize impacts on both parties. The County will make reasonable attempts to schedule software and hardware upgrades to minimize the impact on the City's operations. Scheduled maintenance may result in loss of service to the system for a period of time.
- C. Emergency maintenance will be coordinated with the City.

VII. Data Access.

- A. The County shall allow the City access to computer programs and stored data for which licensing has been purchased by the City or on behalf of the City. Access to the City's data and County's law enforcement and Corrections data will be established and directed by the County in cooperation with the City. Data entered into the system by the parties shall become a part of the shared database, shall be subject to maintenance and archival procedures as determined by the County in cooperation with the City.
- B. Access to the job-specific software modules and databases shall be limited to the City's and County's law enforcement/criminal justice and emergency services agencies. Said agencies shall provide access to the dissemination of such data only to the extent required by the Nebraska "Security, Privacy, and Dissemination of Criminal History Information Act," Neb.Rev.Stat. §§ 29-3501, et seq., and Neb.Rev.Stat. §§ 84-84-712 through 84-712.09.
- C. Neither party shall sell, give, loan, lease or otherwise transfer title, possession, or allow the access or use of any of the shared data or screens by any person, firm, corporation or other entity without prior written approval of the other party.
- D. The County may limit, control or prioritize the access to the shared databases to the extent necessary for scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions. The County shall,

whenever possible, provide advance notice to the City of all scheduled shutdowns for backups and maintenance.

VIII. Security. The County shall provide authentication, Internet, and job-specific software security. The City shall be responsible for securing its own computers against all unauthorized access.

- A. The City, as well as the County, will take measures to prevent unauthorized third party indirect access to the County's LAN and shared databases. Should unauthorized use of either party's access occur, any damages or costs of litigation including attorney's fees incurred by either party shall become the financial responsibility of the party whose system was accessed.
- B. Each user shall be assigned a unique user account with a unique password. Sharing of accounts within an agency is prohibited.
- C. Employees of the parties shall utilize the job specific software and shared database solely for law enforcement, corrections, and emergency dispatching purposes.

IX. Backups/Disaster Recovery. The County shall backup the system databases to tape on a nightly basis. The tapes shall be saved for a period of 120 days and then rotated. The County will not maintain information longer than this period unless an extended period is requested by the City. The expense of any such City-requested extended backup shall be borne by the City.

X. Use of Software. The use of the job-specific and network software shall be in accordance with the licensing policies of the publishers.

XI. Configuration and Addressing. The City will be responsible for setting up and configuring the Police Department's LAN, workstations and related hardware for Internet and e-mail processing to the County's server using specifications, computer addresses and identification assigned by the County's network administrator.

XII. Configuration Management. All configuration changes to the County's LAN will be made by the County who will consult with the City. The City shall be responsible for all configuration changes to its personal computers and workstations.

XIII. System Advisory Committee. The parties shall establish a Law Enforcement Interlocal Committee, hereinafter referred to as the "Committee," as herein set forth.

- A. The Committee members shall consist of the following:
 - 1. Police Chief, Grand Island Police Department
 - 2. Hall County Sheriff
 - 3. Director, Hall County Department of Corrections
 - 4. One member of the County Board of Supervisors
 - 5. City Administrator or designee
 - 6. City Council Member
 - 7. The Director of the City-County Emergency Dispatching Agency
 - 8. Hall County IT Director
 - 9. Grand Island Fire Department Chief or designee

No System Advisory Committee meeting can be held with less than five (5) voting members present. It shall also take five (5) affirmative votes of the Committee to take any action.

- B. The Committee shall meet at least once each calendar quarter with the County's System Administrator, who shall advise the committee regarding the system status; system maintenance; configuration changes; hardware and software upgrades; system planning; and recommended management of the system.
- C. Any member may designate an individual, who must be a full-time employee of either the City or the County, to serve as an alternate who shall be authorized to participate and vote on behalf of the principal member.
- D. The Committee shall provide recommendations regarding the operation of the job-specific data network systems. Those recommendations shall be considered along with input of the Hall County IT Committee when implementing changes.

XIV. Data Ownership. The County and the City shall jointly own data stored within the shared computer systems. All other agency-specific data shall remain the data of the agency which input such data into the databases.

XV. Transfer of Data upon Termination. Upon termination of this agreement and written request by the City, the County shall transfer the City's data and a copy of the jointly owned data in accordance with the City's requested format instructions. The costs of such transfer shall be the responsibility of the City.

XVI. Implementation. Upon execution of this agreement, the parties shall take such actions as necessary to implement this agreement within a reasonable time thereafter.

XVII. Warranties. The services, software, and hardware provided hereunder are provided without any express or implied warranties except such warranties, if any, provided by the publisher of the software and by the hardware manufacturers and distributors. The information supplied by the County described herein is provided on an "as is" basis with all faults. The obligations of the County and the rights and remedies of the City set forth in this clause are exclusive and in substitution for all the warranties, obligations, and liabilities of the County and rights, claims and remedies of the City against the County express or implied, arising by the law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of dealing or uses of trade, and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

XVIII. Modification. This agreement may be modified only by written agreement of the parties.

XIX. Termination. Upon an event of default by either party, the non-defaulting party may terminate this agreement. Events of default include but are not limited to the following:

- A. Wrongful use of the shared database.
- B. Unauthorized copying of the shared data.

- C. A material failure to abide by the terms, conditions or requirements expressed in this agreement. The non-defaulting party shall give written notice of default to the other party, which party shall have thirty (30) days to correct the condition constituting the default. In the event this agreement is determined or adjudicated to be in conflict with Federal or State law, County resolutions, or City resolutions or ordinances which are in effect at the time of this agreement or as may be subsequently imposed or adopted, the parties shall, within ten (10) days of any such determination or adjudication, enter negotiations in good faith to amend or modify this agreement so as to eliminate the conflict. If said negotiations are unsuccessful, either party may immediately terminate this agreement.

XX. Assignment. The City/County shall not assign any right or interest in this agreement without the written permission of both parties.

XXI. Property. Any property acquired or made available by any party for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of by such party as provided by law, regulations, or ordinance governing the same.

XXII. No Separate Entity. There shall be no separate legal entity created through this interlocal cooperation agreement. The City and County shall jointly administer said agreement.

XXIII. Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

XXIV. Funding. Future funds required cannot be guaranteed by the parties. Necessary funds can be budgeted for and when approved can be utilized for said project.

XXV. Emergency Dispatching. The parties agree that the systems as services provided hereby to the City shall also be provided to the City-County Emergency Dispatch Agency to the extent necessary to provide an integrated, shared emergency dispatching capability for the City and the County. The Joint agency shall be assessed for such use in a manner similar to that set forth in Section above.

Dated _____, 2013

The City of Grand Island, Nebraska

by: _____

Mayor

[attest]

City Clerk

Approved as to form:

City Attorney

Dated _____, 2013

The County of Hall

by: _____

Hall County Board of Supervisors

[attest]

County Clerk

Approved as to form:

County Attorney

RESOLUTION 2013-314

WHEREAS, the City of Grand Island and Hall County have shared a public safety software system for several years under an Interlocal agreement; and

WHEREAS, the Interlocal agreement between the City and Hall County is in need of updating; and

WHEREAS, the proposed Interlocal agreement provides for the continued operation of the shared public safety information system and is of benefit to both the City and Hall County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve and have the Mayor sign the updated Interlocal agreement for Law Enforcement Records Management and Computer Aided Dispatch by and between the County of Hall and the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-10

#2013-315 - Approving Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: September 24, 2013

Subject: Approving Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant

Item #'s: G-10

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

Background

On March 14, 2013 notice was published in the Grand Island Independent requesting Statement of Qualifications for the Supervisory Control and Data Acquisition (SCADA) Programming for the Wastewater Division of the Public Works Department. Additionally, six (6) contracting firms and four (4) plan rooms (central location for firms to obtain documents) were notified with an advertisement for qualifications submission.

The Wastewater Division of Public Works is implementing new plant control philosophies in ongoing operations optimization. One element in the operations development is the Supervisory Control and Data Acquisition (SCADA) system integral to plant functions. The SCADA system is interactive to nearly every device within the facility. The Wastewater Plant Operations Engineer is observing the need to develop the programming uniquely to facility functions and emergency repairs that may arise from time to time.

Discussion

On March 29, 2013 the Statement of Qualifications were received from three (3) firms; Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska, Huffman Engineering, Inc. of Lincoln, Nebraska; and Dakota Hogback Automation of Littleton, Colorado.

These automation, process control, and system integration services maintenance support, at the option of the City, may be renewed annually for a period of five (5) years from the award date.

Upon evaluation of the qualifications submitted we are recommending Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska. The SCADA system is a complex network of integrated systems with elements of computer programming, base stations, ethernet, and fiber

optic networks, complex databases, and human-machine interface screens. City staff routinely maintains the physical aspects of the system, and relies on outsourced expertise for software and programming interfaces.

The Wastewater Plant Operations Engineer will evaluate current automation standards, reviewing all aspects of the Division's current standards for potential improvements, but with a particular focus on the areas of organization, procedure, value rational, reporting, software, modeling, data acquisition, inventory, process, reliability, preventive, predictive, and labor efficiencies. The Wastewater Plant Operations Engineer will provide recommendations for implementable measures for the Wastewater Division to improve and/or streamline automation.

Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska will work directly with the Wastewater Plant Operations Engineer on configuration and programming implementation of recommended initiatives and respond under emergency circumstances; assist in technical questions, provide repair and troubleshooting support. Configuration services shall be calculated based on time, material, and travel for the specific task(s) defined, and approved by the Public Works Director or Manager of Engineering Services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award to Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska as the selected firm during the operations development of the plant improvement projects.

Sample Motion

Move to approve the resolution.

SCADA AGREEMENT

THIS AGREEMENT made and entered into this ____ day of **September, 2013**, by and between **Interstate Industrial Instrumentation Inc.** hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of a **Request for Statement of Qualification for Consulting Services for SCADA (Supervisory Control and Data Acquisition) and Telemetry for the City of Grand Island Wastewater Treatment Plant and Sanitary Sewer Collection System**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultants submitted the best proposal based on the evaluation criteria listed in the Request For Statement Of Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the **Periodic Service Agreement** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement:

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

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

ARTICLE II. That the City shall pay to the Consultant for the performance of the work **an amount not to exceed \$50,000.00 per year based on the rate sheets in the Periodic Service Agreement** for all services, materials and work covered by and included in the agreement award and designated in the foregoing Article I: payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

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

finished product of attached **Periodic Service Agreement for the City of Grand Island.**

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

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

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

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

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

(Continued)

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

Interstate Industrial Instrumentation Inc.

By 

Title President

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

Stacy R. Nonhof, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.



Interstate Industrial Instrumentation Inc.

Instrument and Control Specialists

10424 "J" STREET
P.O. BOX 27310
OMAHA, NEBRASKA 68127
PHONE: (402) 331-3535
FAX: (402) 339-2445

821 8TH STREET
SUITE #D
BETTENDORF, IOWA 52722
PHONE: (563) 355-5959
FAX: (563) 355-0808

974 - 73RD STREET,
SUITE #1
DES MOINES, IOWA 50312
PHONE: (515) 225-8383
FAX: (515) 225-1511

PERIODIC SERVICE AGREEMENT

DATE: July 28, 2013

Between: INTERSTATE INDUSTRIAL and CITY OF GRAND ISLAND
INSTRUMENTATION, INC. WASTEWATER TREATMENT
P.O. BOX 27310 P.O. Box 1968
OMAHA, NE 68127 Grand Island, NE 68802-1968

Periodic service including regular planned preventive maintenance and inspection of specified instrumentation and equipment is to be rendered by an Interstate Service Representative on the following terms.

1. The period of performance for this Agreement shall commence _____ and be renewed annually at the owner's discretion for a period up to 5 years. Owner will notify consultant if they don't intend to renew the Agreement in a timely manner.
2. The total, maximum, not-to-exceed amount of money authorized for payment to Interstate Industrial Inst. Inc. for services provided pursuant to this Agreement is \$50,000.00 per year. Total billings for authorized work performed by III Inc., shall not exceed this maximum contract sum. The maximum contract sum shall not be increased except by written amendment to this Agreement executed by the Owner and III Inc.
3. It is expressly understood that the Owner is under no obligation to request any services from III, Inc. and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the Owner on an as-needed basis.
4. Prices are fixed for the first year of the Agreement. Thereafter, in the event of cost increases, Interstate Industrial Instrumentation, Inc. may request a price increase. Requests for price increases must only compensate for actual cost increases, and not increase profit margin. The request must be made at least ninety (90) days prior to the increase going into effect, and the increase must be approved by the Owner before the increase can go into effect. The price shall not be increased more than 3% per year.
5. This agreement may be terminated by either party upon thirty days written notice.

6. Periodic service will be rendered as requested by the designated contact(s) from the City of Grand Island WWTP. We shall begin the provision of the Services on the designated service request within the Response Time specified in Exhibit "C".

7. Services rendered will consist of: Work Outlined on Exhibit "A".

NOTE: If necessary, addendum sheet may be added to this agreement.

8. Material Warranty--All replacement parts, furnished by Interstate, are warranted to be of good material and workmanship for a period of one year except electron tubes, photocells, thermocouples, lamps and similar limited life items.

Workmanship Warranty--Interstate warrants that the service will be performed by qualified technicians and that between calls good performance can normally be expected of the instruments and equipment serviced except for unpredictable problems arising from the failure of electrical and electronic components and devices.

9. Service Report--A written service report covering conditions of instruments and equipment and recommendations will be presented at time of visit for customer's signature of acceptance.

10. Rates--The rates per call will be as follows: Per Rate Sheet Titled "Service Rates 2013", (Document #: Service Rates 2013 Rev1.0.doc), Exhibit "B".

11. Parts, Material; and Taxes, where applicable, will be in addition to the above rates.

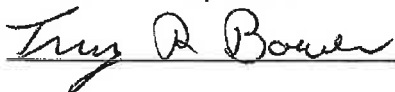
12. Subcontracted Rates--Labor Subcontracted by Interstate Industrial Instrumentation to Owner approved Subcontractors will be invoiced out at rates listed in Exhibit "D".

13. Payment Terms--An invoice will be rendered from the home office following each call. Interstate representatives are not authorized to collect charges. All invoices are payable at net within thirty days.

AGREEMENT APPROVED FOR

INTERSTATE INDUSTRIAL
INSTRUMENTATION, INC.

By: Terry R. Bower
Service Supervisor



By: _____

Title: _____

Date: _____

Date: _____ P.O. No. _____

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Interstate Industrial Instrumentation Inc.

Instrument and Control Specialists

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P.O. BOX 27310
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974 - 73RD STREET.
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DES MOINES, IOWA 50312
PHONE: (515) 225-8383
FAX: (515) 225-1511

EXHIBIT "A"

SCHEDULE OF EQUIPMENT/SCOPE OF WORK

DATE: _____

CUSTOMER: _____

EFFECTIVE DATE: _____

DESCRIPTION OF WORK



Interstate Industrial Instrumentation Inc.

Instrument and Control Specialists

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EXHIBIT "B"

SERVICE RATES 2013

T & M LABOR RATE: Sr. Tech: \$105.00/Hour Portal to Portal
Service Tech: \$95.00
Service Trainee: \$75.00

OVERTIME RATE: STANDARD RATE X 1.5
(Overtime rate applies after 8 Hrs worked in a Day or after 40 Hours in a Week)

CONTRACT RATE: Negotiated per Contract or Job

MILEAGE RATE (Driving): \$0.68/Mile

AIR TRAVEL: Actual Cost

T & M EXPENSE RATES: Car Rental, Lodging, and Meals: Actual Cost

CONTRACT EXPENSE RATE: (charged to contract customer)
\$35.00/Day (without overnight)
\$125.00/Day (overnight)

Contract Expense Example: (charged to contract customer)

Example: Three day service call

1 st Day – Overnight	\$125.00
2 nd Day – Overnight	\$125.00
3 rd Day -	<u>\$ 35.00</u>
Total Expenses	\$285.00

File Name: S:\WINWORD\Service Rates\Service Rates 2013_Rev1.0.doc



Interstate Industrial Instrumentation Inc.

Instrument and Control Specialists

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P.O. BOX 27310
OMAHA, NEBRASKA 68127
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SUITE #1
DES MOINES, IOWA 50312
PHONE: (515) 225-8383
FAX: (515) 225-1511

EXHIBIT "C"

Priorities and Response Times

Interstate Industrial Instrumentation Inc. will use the following guidelines in prioritizing requests and will strive to resolve the problem within the target timeframe. Actual resolutions may be shorter or longer depending on the volume of requests at any one time.

Service Level	Description		
This agreement covers requests during the normal Business hours of operation.	Telephone #: 402 331-3535 Support Email: service@iiiinc.com Cell Phone #s: On Request		
Emergency Support after Hours, would be initiated by calling individual cell phones.	<table><tr><td>Business Hours: 8:00 AM to 5:00 PM Monday to Friday Except for normal III Inc. recognized holidays.</td><td>After Hours Support: Leave a voice mail or email after regular business hours. All calls will be returned the following business day.</td></tr></table>	Business Hours: 8:00 AM to 5:00 PM Monday to Friday Except for normal III Inc. recognized holidays.	After Hours Support: Leave a voice mail or email after regular business hours. All calls will be returned the following business day.
Business Hours: 8:00 AM to 5:00 PM Monday to Friday Except for normal III Inc. recognized holidays.	After Hours Support: Leave a voice mail or email after regular business hours. All calls will be returned the following business day.		

Severity Level	Contact Method	Description	Response time to Initial Contact	Resolution/ Mitigation
Emergency	Phone Call to Main Phone #, Phone call to designated personnel Cell Phones. It would be best to talk to a person (no Voicemail).	The Plants ability to perform mission critical functions is in jeopardy or unavailable.	Within 30 minutes from time reported	Negotiated based on Plant Requirements.
Urgent Incidents	Phone Call to Main Phone # or Phone call to designated personnel Cell Phones.	A Plants or individual's ability to perform a mission critical function is in jeopardy or unavailable but a workaround is or can be established within a reasonable time.	Within one hour from time reported	Negotiated based on Plant Requirements.

Severity Level	Contact Method	Description	Response time to Initial Contact	Resolution/ Mitigation
Medium	Phone Call to Main Phone #., Phone call to designated personnel Cell Phones, E-Mail to Designated E-Mail	A department or individual's ability to perform a job function may be impacted or inconvenienced, but can continue business as normal operations.	Within 8 hours from time reported	Negotiated based on Plant Requirements.
Long Term	Phone Call to Main Phone #., Phone call to designated personnel Cell Phones, E-Mail to Designated E-Mail	Long Term Projects	Within 8 hours from time reported	Negotiated based on Plant Requirements.

EXHIBIT "D"

Subcontractor 1 Rates 2013



2013 Rate Schedule

Dakota Hogback Automation's labor will be billed as follows:

Design Services	\$159.50/Hour
Programming Services	\$159.50/Hour
Field Services	\$159.50/Hour
Panel Assembly Services	\$104.50/Hour
Graphic Development Services	\$60.50/Hour
CAD Services	\$60.50/Hour

Above labor rates are portal to portal.

Dakota Hogback's normal business hours are from 6:00 a.m. to 7:00 p.m. Monday through Friday. Services provided outside normal business hours or on company designated holidays may be billed at a premium rate not to exceed 150% of the standard rate listed above. A designated holiday schedule for Dakota Hogback Automation is available upon request.

Mileage will be charged per current IRS Standard Mileage Rates for miles driven from Dakota Hogback's property to client site.

Parts, Material; and Taxes, where applicable, will be in addition to the above rates

P.O. BOX 621990
LITTLETON, CO 80162-1990

720.891.4941

PUBLIC ANNOUNCEMENT

REQUEST FOR STATEMENTS OF QUALIFICATION

The City of Grand Island Public Works Office (City) is requesting contract-specific statements of qualification and performance data for automation, process control, and system integration services for the following project:

PROJECT: Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant, and the Sanitary Sewer Collection System:

1. Provide SCADA System Repair Services,
2. Provide Maintenance Support And / Or Upgrades To The Existing SCADA Hardware, Software, and telemetry system,
3. Perform Other Services As They Relate to the SCADA System.

PROJECT NUMBER: CS 101-2013

SUBMISSION DATE: Due by March 29, 2013, 4:00 p.m. in the office of the City Clerk at City Hall, Grand Island, Nebraska.

(Statements of qualification received after 4:00 p.m. on this date WILL NOT be considered and returned unopened.)

The work to be performed under this project is defined in the individual Project Scope of Service. If interested in any project(s), you are required to submit the **original and four (4)** copies of the required information to the **City Clerk, City Hall, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802-1968; Attention: Statement of qualification, Project No. CS 101-2013; Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming.**

If the firm has any questions regarding this project or the Scope of Service, please contact Mrs. Jue Zhao at (308) 385-5430, or jzhao@grand-island.com.

A selection committee composed of the head of a using agency in need of the services, Operation Engineer, and technical staff shall shortlist with two (2) firms regarding multi-year automation, process control, and system integration services. The selection shall be made in order of preference, based on criteria established and published by the selection committee. (Exhibit 1; Proposed Evaluation Form)

The statement of qualification must contain the following information:

- 1) Resumes of key technical personnel who will actually be assigned to the project.

- 2) A list of similar projects completed by the firm and the firm's personnel to be assigned to this project. The list shall include the name of the client/contact person and a telephone number for each reference project.
- 3) If the firm has more than one office, a list as to the amount of work to be completed in each office, i.e, the primary location/office for each of the key technical personnel to be assigned to this project; the type of work to be completed in each office and the percentage of the total project work to be completed in each office.
- 4) A list of any sub-consultants that are to be used on this project stating the type of work to be completed by each sub-consultant and the percentage of the total project work to be completed by each sub-consultant.
- 5) A statement detailing the firm's approach in undertaking the project.
- 6) A statement detailing the firm's approach to anticipated special consulting aspects/issues. The detail of this information should be relative to the complexity of the proposed project or the importance of the issue to the automation, process control, and system integration services of the project.
- 7) The fee schedule shall include labor and expense rates for the range of labor categories anticipated for maintenance term. City Code prohibits the use of a cost-plus-a-percentage-of-cost fee.

PROJECT SCOPE OF SERVICE

A Consultant will be selected to perform contract-specific work to assist the City in automation, process control, and system integration services. The project work is described below:

CS 101-2013

MAINTENANCE SERVICES (SCADA)

The selected Firm will work with the City to develop a detailed scope of work as part of the services to be provided.

The Firm will repair and provide maintenance support and/or upgrades to the existing SCADA hardware and software system as directed by the City. The Consultant will also perform other services as they relate to the SCADA, telemetry system(s) as directed by the City. All services will be performed upon written request of the City, and be mutually agreed upon (scope of work, time of completion and fee) prior to any work being commenced by the Firm.

This automation, process control, and system integration services maintenance support, at the option of the City, may be renewed annually for a period of five (5) years from the date of this advertisement.

The City will not pay any costs incurred by the firm in preparing or submitting the contract-specific statement of qualifications. The City reserves the right to modify or cancel, in part

or in its entirety, this public announcement. The City reserves the right to reject any or all contract-specific statement of qualifications, to waive defects or informalities, and to offer to contract with any firm in response to any contract-specific statements of qualification. This contract-specific statement of qualification does not constitute any form of offer to contract.

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

Section 504/ADA Notice to the Public: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Successful Firm shall comply with the requirements of City's insurance. Successful Firm shall maintain a Drug Free Workplace Policy.

End of Notice of Public Announcement

EXHIBIT 1

PROPOSED EVALUATION FORM

Project:	CS 101-2013				
Evaluator:					
Date:					
Category	Criteria	Rating	x	Weight	Score
Technical Approach	Understanding of Project and Basic Scope of Services			3	
	Ability to analyze problems or objectives and implement solutions			3	
	Additions or Deletions to the Basic Scope of Services			3	
	Knowledge of principals, methods and techniques of control system strategy development, application and debugging			3	
	Understanding of Unique Conditions of the Project			3	
	SUBTOTAL OF POINTS				
Project Team	Firm's Experience on Similar Projects			5	
	Project Managers Experience on Similar Projects			5	
	Location of Key Staff Members			3	
SUBTOTAL OF POINTS					
Past Performance	Quality of Firm's Past Work (Similar Size and /or Scope)			5	
	Project Managers Ability to Coordinate Project Activities			4	
	Firm's Ability to Meet Schedule			4	
	Firm's Success in Controlling Project Costs			5	
	Firm's Ability to Communicate Effectively with Agency			5	
	SUBTOTAL OF POINTS				
TOTAL OF POINTS					

Rating: 1-poor, 2-fair, 3-good, 4-excellent, 5-superior

Weighting Factors (1-5) can be adjusted for each Contract according to the need and priorities of the City of Grand Island.



RESOLUTION 2013-315

WHEREAS, on March 14, 2013 notice was published in the Grand Island Independent requesting Statement of Qualifications for the Supervisory Control and Data Acquisition (SCADA) Programming for the Wastewater Division of the Public Works Department; and

WHEREAS, the Wastewater Division of Public Works is currently implementing new plant control philosophies in ongoing operations optimization development; and

WHEREAS, the Plant Operations Engineer is observing the need to develop the programming uniquely to facility functions; and

WHEREAS, the Wastewater Division is requesting up to five (5) years, renewed annually at City's option in maintenance service for the SCADA systems programming, and interface development; and

WHEREAS, the maintenance service will provide programming configuration, assist in technical question, provide repair and troubleshooting support; and

WHEREAS, Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska is the selected firm.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such maintenance service with Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 12, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-11

#2013-316 - Approving Storm Water Management Plan Program Grant

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: September 24, 2013

Subject: Approving Storm Water Management Plan Program Grant

Item #'s: G-11

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

Background

In 2005, the EPA expanded the "pollutant discharge" portion of the Clean Water Act of 1977 to include storm water runoff from all Nebraska communities with a population over 10,000. Subsequently, the City of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community in 2005. The City was issued a storm water permit for the time period of July 1, 2005 through December 31, 2010 by the Nebraska Department of Environmental Quality that includes a Storm Water Management Plan. During the 2011 year the City has been operating on an Administrative Extension, with a new 5 year permit cycle expected to be January 1, 2012 through December 31, 2017.

As a result of the passage of LB1226 in the 2006 Nebraska Legislative Session, \$2.5 million in funding was allocated for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs).

Grant awards are distributed to applicants according to population size.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$603,708.00 to date.

The past grant funds have been used for activities such as educating the public, developers/contractors of the requirements of the permit; storm sewer stenciling; dry weather inspections; municipal evaluations and facility run-off control planning; mapping of the storm sewer system; inspection of detention cells, and implementing BMPs at City owned facilities. Additionally, the grant funds have purchased a vehicle, GPS equipment, printer/plotter and various water sampling equipment.

The funds from this grant will be used for additional mapping of the storm sewer system, finalizing and implementing the construction (erosion/sediment control) program, wet weather sampling and supporting education efforts through various media forms.

Discussion

The Storm Water Management Plan Program Intergovernmental Agreement is due Tuesday, December 31, 2013. A 20% match for the project is required and will be provided by the Public Works Department through salaries. Grant work under this program must be completed by June 30, 2015.

The City has seven (7) Minimum Control Measures (MCMs) that are identified in the storm water permit. Each MCM has a number of Best Management Practices (BMPs) that are used to carry out the MCMs. An example BMP is marking curb inlets that remind the public not to dump into the inlet because it drains to a stream or river.

Grant activities are restricted to the Best Management Practices (BMPs) and seven Minimum Control Measures (MCMs) identified in the City storm water permit. The seven MCMs are:

- 1) Education and Outreach
- 2) Public Involvement/Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Storm Water Runoff Control
- 5) Post-Construction Storm Water Management in new development and redevelopment
- 6) Pollution Prevention good housekeeping for municipal operations
- 7) Wet Weather Monitoring

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

Public Works Administration recommends that the Council approve a resolution directing the Mayor to sign the Intergovernmental Agreement.

Sample Motion

Move to approve the resolution.

INTERGOVERNMENTAL AGREEMENT
Between the
Nebraska Department of Environmental Quality
and the
City of Grand Island
Regarding the Implementation of the
Storm Water Management Plan Program

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and the City of Grand Island (Sponsor)

WHEREAS, the Sponsor agrees to utilize funds which have been made available to NDEQ pursuant to Nebraska State Statute 46-2,139; and

WHEREAS, grant monies are being awarded to cities and/or counties with an NDEQ-approved storm water management plan to fund the duties required under the federal Clean Water Act, 33 U.S.C. 1251 et seq., as such act existed on January 1, 2006, regarding storm water runoff under the National Pollutant Discharge Elimination System (NPDES) requirements; and

WHEREAS, grant funds of **\$73,978** and a nonfederal match of at least **\$14,796** are to be used to implement the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

I. TERM OF AGREEMENT

This Agreement will go into effect **October 1, 2013** and will remain in effect until **June 30, 2015** unless either terminated under §P or extended by amendment under §E of this Intergovernmental Agreement.

II. CONDITIONS OF AGREEMENT

A. General Conditions

1. The Sponsor agrees to submit annual progress reports to the NDEQ by July 31st. These reports shall address project activity for the previous state fiscal year, which runs from July 1st – June 30th, and contain the following components:
 - a. Progress to date;
 - b. Financial report of the money spent on each NPDES Municipal Separate Storm Sewer permitted activity;
 - c. Certification that equipment, if purchased from grant funds, was used only for grant purposes;
 - d. Significant findings or events;
 - e. Corrective actions taken to resolve any problems that are encountered.
2. The Sponsor agrees that if indirect costs are authorized, as specified in the approved plan, they will be charged at the approved indirect rate.
3. The Sponsor agrees that a copy of any contract, interagency agreement, subagreement and/or procurement of equipment under this grant for a value of \$5,000 or more, must receive NDEQ approval prior to expenditure of funds associated with those transactions. Copies of all contracts, procurements, subagreements, and interagency agreements will be provided to the NDEQ with the annual report.

4. All equipment purchased with grant funds must be approved, in advance, by the NDEQ. Any such purchased equipment shall be retained by the NDEQ upon Agreement end date unless otherwise authorized in writing by the NDEQ.
5. A Quality Assurance/Quality Control plan must be approved by NDEQ prior to expending any funds for environmental monitoring. Any environmental data collected must be provided to NDEQ.
6. The Sponsor agrees to recognize the contributions and/or involvement of the Nebraska Department of Environmental Quality in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met. A minimum of 3 copies of outreach material (printed or other media) produced under this grant shall be provided to the NDEQ, with the final report, unless otherwise specified.
7. A final project report must be submitted to NDEQ within 30 days after the end date of this agreement. The report must identify, in detail, the activities funded, the NPDES Municipal Separate Storm Sewer System permit category the activity is listed under, and the amount (in dollars) of funds spent in each category.

B. Statement of Costs

The Sponsor will submit, with their annual report, a detailed cost documentation of actual project expenses. For purposes of this agreement, expenditures and match claims shall be related to the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit. The Sponsor must contribute and report a 20% cash match by completion of the project.

C. Disbursements

1. The Sponsor shall receive full payment of the award amount within thirty (30) working days after receipt of this Intergovernmental Agreement signed by the Sponsor's authorized representative except that payment may be withheld if sponsor has failed to meet the requirements of prior agreements, including required reporting, made pursuant to the requirements of §46-2,139. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. The Sponsor must make expenditures only for activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.
3. The total amount of payment under this Agreement is **\$73,978**.

D. Work Description

This Agreement encompasses the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

E. Amendments

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the NDEQ.

F. Forfeiture, Repayment and Delays in Disbursement of Funds

Violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the Municipal Separate Storm Sewer System permit, including any amendments thereto which have been properly approved by the NDEQ, may result in the recovery of any or all funds disbursed by the NDEQ. Any funding expended for an unapproved activity shall be forfeited.

G. Remedies Not Exclusive

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

H. Assignment

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

I. Waiver of Rights

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

J. Applicable Rules and Regulations

Both parties shall abide by all applicable rules and regulations of the NDEQ including any that may be adopted subsequent to the effective date of this Agreement, except those that would invalidate or be inconsistent with the provisions of this Agreement.

K. Inspection of Books, Records and Reports

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

L. Independent Contractor

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NDEQ's agent, representative or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

M. Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

N. Drug Free Workplace

The Sponsor by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

O. Publication Rights

All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.

P. Termination

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

Q. New Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

R. Project Managers

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

NDEQ
Marty Link

Water Planning Unit
(402) 471-4270

Sponsor
Mr. Terry Brown
Manager Engineering Services
City of Grand Island

III. SIGNATORIES TO THE INTERGOVERNMENTAL AGREEMENT

By signature on this document, the Sponsor certifies that all funds spent will be utilized for activities identified in the Sponsor's Municipal Separate Storm Sewer System permit.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: Thomas R. Lamberson

TITLE: Deputy Director

Thomas R. Lamberson

DATE: August 27, 2013

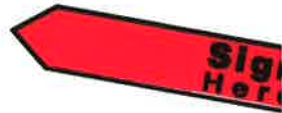
City of Grand Island

BY: Jay Vavricek

TITLE: Mayor

DATE: _____

FEDERAL TAX ID NUMBER: _____



RESOLUTION 2013-316

WHEREAS, in 2005, the Environmental Protection Agency expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from Nebraska communities with a population over 10,000; and

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was issued a storm water permit from the Nebraska Department of Environmental Quality; and

WHEREAS, the City Of Grand Island has developed a Storm Water Management Plan (SWMP) in conformance with the storm water permit; and

WHEREAS, the City Of Grand Island, Nebraska is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) and is entitled to a minimum of \$73,978.00 and no more than \$364,999.00 from the State of Nebraska; and

WHEREAS, the City is scheduled to receive \$73,978.00 with the required twenty percent (20%) match for the project provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality will accept the signed agreement until Tuesday, December 31, 2013, with funds being awarded to the City upon execution and submission of the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to accept the funding from the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Program Grant.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute such grant intergovernmental agreement and other documentation on behalf of the City Of Grand Island for such grant purposes.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-12

#2013-317 - Approving Selection of Vontz Paving, Inc. for the Construction Contract for the Various Locations in Grand Island Resurfacing Project

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: September 24, 2013

Subject: Approving Selection of Vontz Paving, Inc. for the Construction Contract for the Various Locations in Grand Island Resurfacing Project

Item #'s: G-12

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

Background

All agreements must be approved by the City Council.

The Various Locations in Grand Island (Resurfacing) project consists of typical asphalt mill and overlay construction, which is accomplished by removing the top of existing asphalt surfacing by cold milling and placement of new Asphaltic Concrete. The project will improve approximately 4.6 miles of city streets and is planned at the following locations.

- Blaine Street – Garland Street to Beltline Trail
- First Street – Walnut Street to Sycamore Street
- North Road – 13th Street to State Street
- Independence Avenue – Capital Avenue to Nebraska Highway 2
- Broadwell Avenue – Anna Street to State Street

Certain locations have been identified for complete pavement removal and reconstruction due to the lack of structural capacity of the existing pavement. These locations include two blocks on First Street, the southern portion of Independence Avenue, and the east side of Broadwell Avenue from Division Street to Second Street. Sidewalk curb ramps will be reconstructed to Americans with Disabilities Act (ADA) standards at all intersections.

This project is made possible through funds provided by the Nebraska Department of Roads Surface Transportation Program and the Federal Highway Administration. This project will relieve the City of Grand Island from funding these improvements solely with the Streets Division Resurfacing funds or the Capital Improvements Program fund.

On May 14, 2013, City Council approved Supplemental Agreement No. 1 for limiting future obligations for the Various Locations (Resurfacing) 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 the federal funding for these projects to be limited. Under Supplemental Agreement No. 1 the maximum amount of STP funds that can be obligated for all project costs is \$2,828,818. The maximum amount that can be obligated for construction costs is 80% of \$2,748,000, or \$2,198,400.

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 September 5, 2013. The bids were submitted in compliance with the contract, plans and specifications. The bid tabulations are included with this Council item.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid</i>
Vontz Paving, Inc. of Hastings, NE	None	\$3,137,563.65
The Diamond Engineering Company of Grand Island, NE	None	\$3,297,424.58

Since the lowest bid exceeds the maximum amount for construction costs specified in Supplemental Agreement No. 1, the City of Grand Island will be responsible for 100% of the construction costs in excess of \$2,748,000. The total City cost for construction was originally estimated to be \$549,600, but is now estimated to be \$939,163.65; an increase of \$389,563.65.

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.

The tentative start date for construction is April 28, 2014. The project is expected to be completed in October, 2014. Public Works staff is currently in the process of negotiating the scope and fee for Construction Engineering services with Olsson Associates, Inc.

Alternatives

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

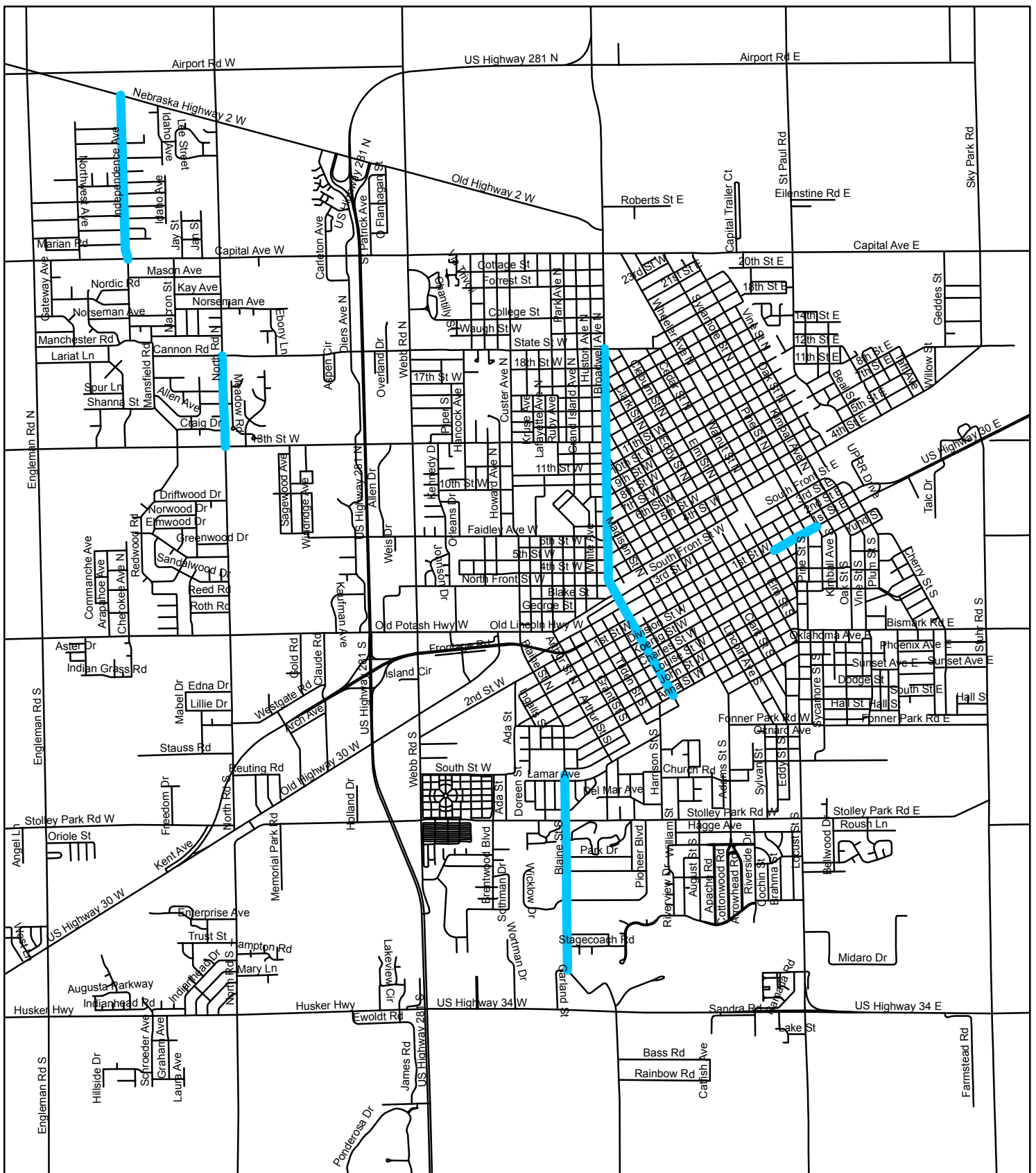
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the selection of Vontz Paving, Inc. of Hastings, Nebraska for the Construction Contract for the Various Locations in Grand Island Resurfacing Project.

Sample Motion

Move to approve the agreement.



FEDERAL AID PROJECTS

BLAINE ST. - Garland to Stolley Park Rd

BLAINE ST. - Stolley Park Rd to Bike Trail

1st ST - Walnut to Sycamore

NORTH ROAD - 13th to State

INDEPENDENCE AVE. - Capital Ave to Neb. Hwy #2

BROADWELL AVE. - Anna to 2nd

BROADWELL AVE. - 2nd to State



PUBLIC WORKS DEPARTMENT

PLOT 01-25-2011-----FED-Aid-Overlay-2013.mxd

R E S O L U T I O N

WHEREAS, there has been signed by the City of Grand Island on the 24th day of May, 2011, and the State on the 3rd day of June, 2011, an agreement providing for the construction of a Federal Aid Project at the following location: bituminous surfaced streets in various locations in Grand Island.

, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as URB-5409(2), and

WHEREAS, the above mentioned agreement provided that the City would pay costs as set forth in the agreement, and

WHEREAS, the State and the City received bids for the construction of this project on September 5, 2013, at which time 2 bids were received for the construction of the proposed work, and

WHEREAS, the following contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

Vontz Paving, Inc., Hastings, NE

Grading, Culverts, Seeding, Bituminous, General Items: \$3,137,563.65

NOW THEREFORE, in consideration of the above facts, the City Council of the City of Grand Island, by this resolution, takes the following official action:

1. 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.
2. The Council hereby concurs in the selection of the above mentioned contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF GRAND ISLAND

ATTEST:

(Mayor)

Council Member _____

(City Clerk)

Moved the adoption of said resolution.

Roll Call: _____ yea, _____ nay.

Resolution adopted, signed and billed as adopted.



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-13

#2013-318 - Approving Bid Award for a Wireless Magnetometer Vehicle Detection System for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: September 24, 2013

Subject: Approving Purchase of Wireless Magnetometer Vehicle Detection System and Designation of Sensys Networks as a Sole Source Provider for Future Purchases such systems and components.

Item #'s: G-13

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

Background

The intersection of 13th and Webb Road is in need of concrete patching to ensure it remains safe for the traveling public. The signalized intersection is currently equipped with vehicle detection loops; the concrete repair quantity will be sufficient enough to require new loops but not enough to place the loops under the pavement, meaning they would need to be sawed into the pavement. Sawing signal loops into pavement is intrusive and can be detrimental to pavement condition giving water a place to enter and cause damage.

There are other options for detection at a signalized intersection of which each has its pros and cons (see Attachment 1). It was determined by the Public Works Department that the magnetometer detection would be the most appropriate for this intersection; due to the short installation time, long life cycle (approximately 10 years) and the ability to remove and re-install the sensors as more concrete repair is required in the future.

On September 6, 2013 the Streets Division of the Public Works Department advertised for bids for a Wireless Magnetometer Vehicle Detection System. The invitation to bid was also sent to seven (7) potential bidders.

Discussion

One (1) bid was received and opened on September 17, 2013. The Streets Division of Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. The bid by Sensys Networks of Berkeley, California meets all of the specifications. A summary of the bid is shown below.

<i>Bidder</i>	<i>Bid Price</i>
Sensys Networks of Berkeley, California	\$22,539.00

Funds were budgeted for Fiscal Year 2013 and are available in Account No. 10033505-85325.

The bid price is below the estimate of \$24,500.00.

Wireless magnetometer detection is a newer technology that is not produced by many companies. Sensys is the leading manufacturer that sells their products based on regional areas using a combination of vendors and direct selling. Nebraska is in a region in which Sensys Networks sells directly. This fact means many vendors will not bid on items outside of their jurisdiction and can make it difficult to produce competitive bidding. To ensure that components of the system can be purchased in a timely fashion the Public Works Division is proposing that in addition to awarding this bid that Sensys Networks be a sole source provider for future purchases of wireless magnetometer vehicle detection systems and its components.

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 bid award of a wireless magnetometer vehicle detection system to Sensys Networks of Berkeley, California in the amount of \$22,539.00 and approve Sensys Networks of Berkeley, California as the sole source provider for wireless magnetometer vehicle detection systems and system components.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 17, 2013 at 2:00 p.m.
FOR: Wireless Magnetometer Vehicle Detection System
DEPARTMENT: Public Works
ESTIMATE: \$24,500.00
FUND/ACCOUNT: 10033505-85325
PUBLICATION DATE: September 6, 2013
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: Sensys Networks
Berkeley, CA
Bid Price: \$22,539.00

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Shannon Callahan, Street Supt.

P1673



Department of Transportation

Traffic Division



Wireless Magnetometer Vehicle Detectors

- Wireless Detector History
- Testing and Development
- How They Work
- Installation
- Results
- Alternatives
- Maintenance



DOT Wireless Detector History

- May 2006, Contacted Sensys to Develop and Provide Stop Bar Detection
- August 2006 Installed First Beta Prototype at Signal Facility Test Bed.
- May 2007 First Active Intersection Installation
 - Observation and timing adjustments
- September 2007 Begin Full Deployment Along Edmondson Ave.
 - Nine semi-actuated intersections
- November 2007 Purchase equipment for 50 + Intersections
- 157 Installations to date



Test Results and Development

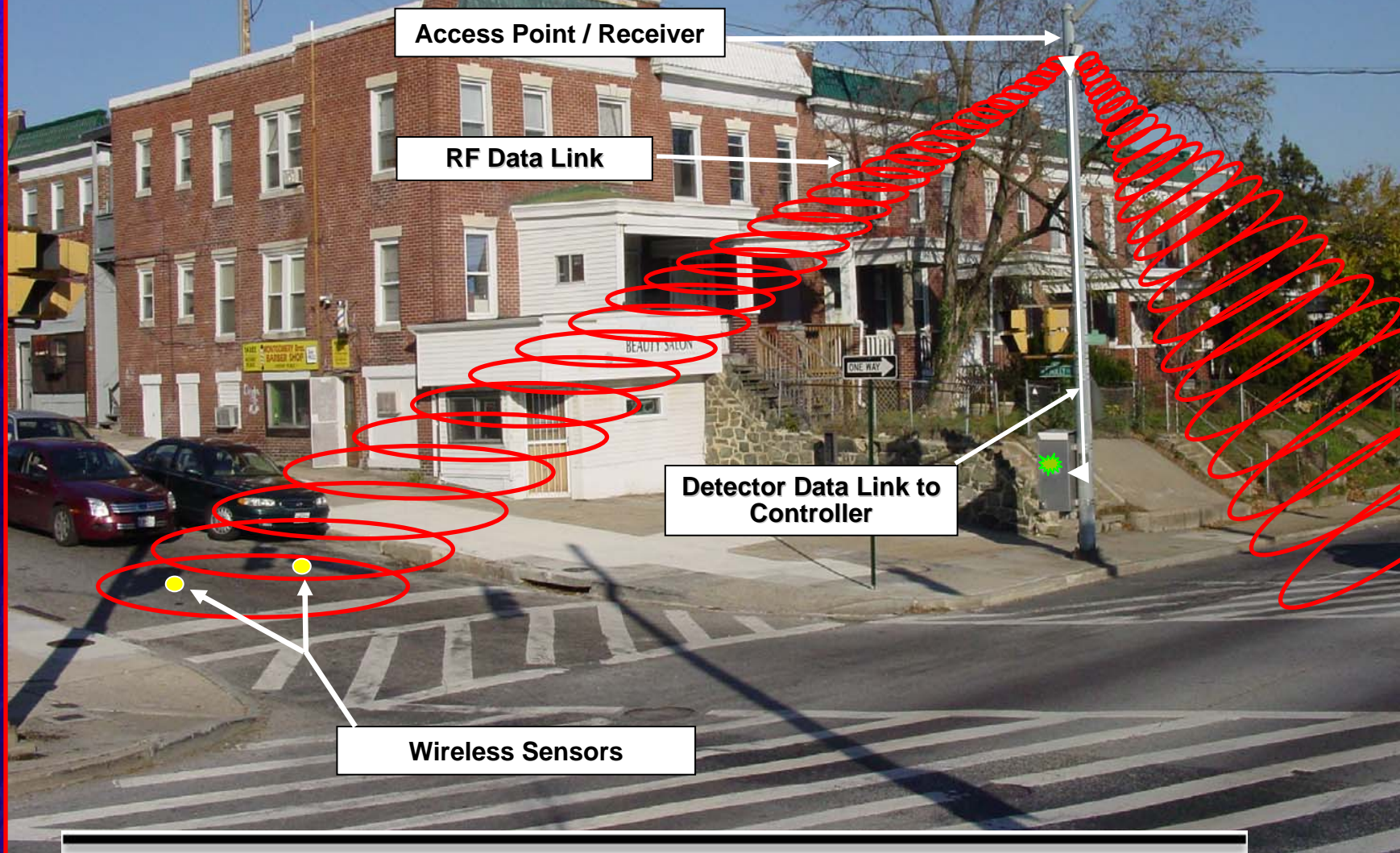
August 2006 Thru November 2007



- **Testing Began - Simple Volume and Occupancy Counts.**
 - Comparison with baseline loop detectors, data recorded and analyzed through system controllers
 - Sensors comparable with loops under all local weather conditions.
 - About 1% error.
- **Stop Bar Capabilities Tested**
 - Full presence mode tested and verified.
 - Optimum sensor placement and configuration established.
 - Sensor sensitivity improvements implemented to detect a wider variety of vehicles.
- **Parked Vehicle Detection and Tune Out Tests (BDOT Requirement)**
 - Tune out function tested and verified.
 - Firmware upgrade implemented for improved operation.
- **Wireless Detector System comparable to inductive loops in performance, functionality and stability.**

Wireless Detector System

How it Works

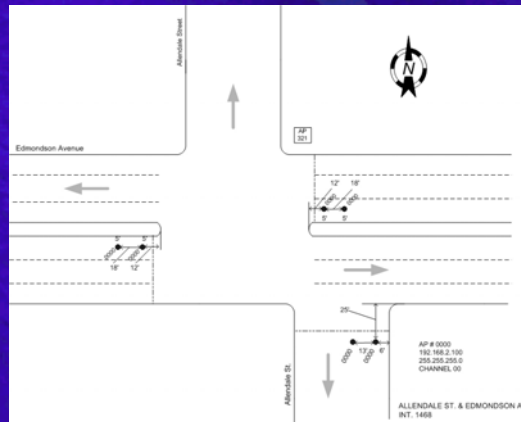




Installation Set Up & Configuration



DOT CONFIGURATION		Allendale & Edmondson 1468	
Dot ID	Address	Lane	Position
07EF	3-15-3	W-S LT 3	1
8834	3-15-3	W-S LT 3	2
0832	3-15-2	E-N LT 3	1
0836	3-15-2	E-N LT 3	2
073E	3-15-1	SB 1	1
0821	3-15-1	SB 2	1
Example			
sensor	card - addr - det channel	SB curb lane	First sensor at stop bar
0000	3-15-1	SB 2	1
Notes: Lane is direction of travel plus lane number. Lane 1 is always curb lane in direction of travel. Example: 1 = curb, 2 = center, 3 = left, 4 = turn (in same direction of travel)			
Position: Stop Line sensor is sensor is 1 additional upstream sensors 2,3,4 ect.			



The system is pre-configured in the shop to reduce field install time.

- Configuration tables produced.
- Installation drawings made to insure correct sensor placement
- The AP is set up and tested prior to being installed in the field.

➤ Average set up time, out of the box to field ready is about one hour per intersection.



Field Installation



- Access Point / Receiver fastened to signal pole 25 – 30 feet high
 - CAT-5 cable is installed from AP to Controller
 - Detector cards are installed in the control cabinet.
- Average install time 1 hour
- Final set up 20 minutes
- Each flush-mount sensor is installed using a core drill
 - 4" diameter hole
 - 2 ½" deep
- Less than 20 minutes install time per sensor
- Minimal lane closure time
- **Average field install time, per intersection – About three hours***

*Typical install is 1 AP with four sensors. Assumes no other maintenance required. Does not include travel time.



Detector Improvement Results



- Reduced Peak Travel Times Along Arteries
- Eliminate Unnecessary Main Street Stops
- Faster Return to main Street Green
 - Minimizes unnecessary side street green time
- Reliable Side Street Detection

Alternatives + -

➤ Wireless Technology

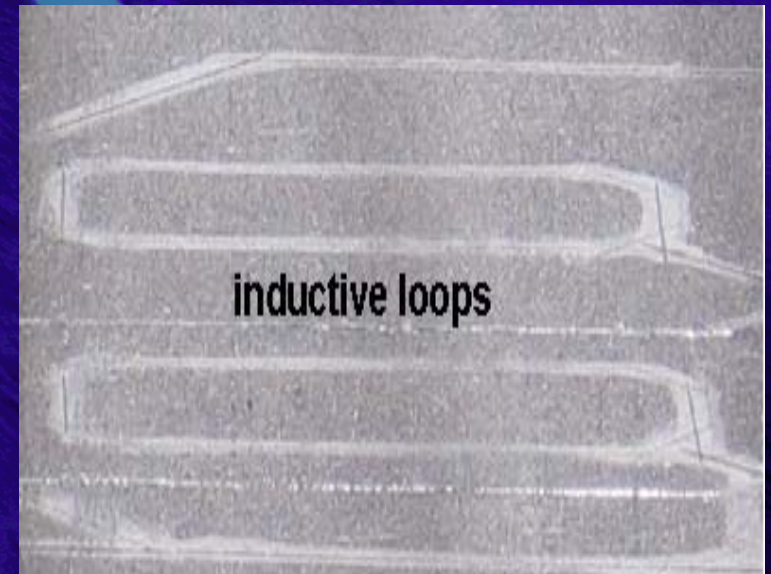
- + Good for actuated installations
- + Quick deployment, simple installation, relatively low cost
- + Accurate
- + Small footprint in roadway
- + Sensors may be retrieved from road
- Lap Top required for field diagnostics
- To Be Determined



Alternatives + -

➤ Good Ol' Loops

- + Lowest equipment cost
- + Accurate
- + No special equipment for diagnostics
- Labor intensive and costly installation
- Large footprint, easily damaged



Alternatives + -

➤ Video Detection

- + Wide coverage, multi-lane detection
- + Non-intrusive
- + Easy to change detection zones
- High cost for small intersections
- Extensive cabling required
- Special equipment for diagnostics
- Becomes maintenance intensive over time.



Maintenance

- **Let's Not Forget Pedestrian Detectors (Push Buttons)**
 - Push buttons checked for proper operation during detector install
 - Defective buttons replaced
 - Defective wiring corrected or replaced

- **There is no such thing as set it and forget it...For any System**
 - Expect increased maintenance as equipment ages
 - Control Equipment
 - Detectors
 - Poles and Cabling
 - Signals

Vehicle Detection Technologies

“The detector technologies used for signalized intersection control are inductive loops, magnetic detectors, passive infrared, ultrasonic, true-presence microwave radar and video detection processing. Detection technologies can be divided into two types: intrusive and non-intrusive. Intrusive detectors are laid in the pavement surfaces, while non-intrusive detectors are installed above the ground. Non-intrusive detectors observe traffic from above or from the side of a lane. They can be mounted on traffic signal mast arms, or over bridges or traffic lights, with a minimal disturbance to traffic flow during installation, maintenance and operation.

Inductive Loops

Inductive loops are the standard industry detectors. They are intrusive. When a vehicle passes over a loop or stays within a loop area, the inductance is reduced and is detected by a change in resonant frequency by the loop detection processor module. Inductive loops can be used alone or with any other traffic systems to provide information about vehicle presence.

Inductive loops provide accurate detection when they are installed accurately. Other advantages include environmental independence, low maintenance costs and inexpensive operation. However, the high failure rate, inflexibility and disruption of traffic flow during installation and maintenance of inductive loops are disadvantages that require a change in detecting technology.

Magnetic detectors

Magnetic detectors are intrusive and operate using wire coils embedded in the roadway. There are two types of magnetic detectors: active magnetic detectors, also known as magnetometers, and passive magnetic detectors. The working principle of magnetometers is similar to inductive loops, except the magnetometers have a coil of wires wrapped around the core. The earth's natural lines of flux pass through this coil. A voltage is caused by the deflection of the flux when a vehicle passes over the detector. The voltage is amplified and a signal is given, detecting the vehicle.

The advantages of these detectors are that they require low maintenance, are easy to install and are not affected by environmental conditions. They also provide a well-detected work zone. But these detectors are expensive and multiple-detectors must be installed to measure small vehicles such as motorcycles. Moreover, passive detectors do not detect the presence of a vehicle. Because of these disadvantages, they are not widely used.

Passive Infrared System

The passive infrared system is a non-intrusive detector that measures the energy emitted from an object (i.e. vehicle). A signal-processing algorithm is used to extract the information. In this system, no energy is emitted to detect the vehicle.

Its advantage is that it can operate both during the day and at night. It can be easily installed on the side or above a lane without causing a disruption to traffic. Disadvantages are its sensitivity to bad weather and ambient light conditions.

Ultra-Sonic Detectors

Ultra-sonic detectors are not very common in the United States. They operate by transmitting ultrasonic energy onto the object and measuring the reflected energy. Ultra-sonic detectors are used to obtain information regarding vehicle presence, speeds and occupancy.

One advantage of ultra-sonic detectors is that they work in all climatic conditions. They also provide fixed or portable mounting fixtures above the ground. The disadvantage of ultra-sonic detectors is the need for the devices to be mounted facing down and suspended above the vehicles. The detectors have difficulty in identifying vehicles moving alongside each other, and are susceptible to high wind speeds.

Microwave Radar

Microwave radars are not very common in the United States. Microwave radars use the energy reflected from the object within the field of view (FOV). They measure speeds, presence and occupancy by processing the information received.

The advantages of these detectors are that they can measure velocity directly and a single detector can be used to measure multiple lanes. The disadvantage is that they give false detection due to this multi-lane path.

Video Detection Systems

Video-detection systems are also considered non-intrusive. Video detection combines real-time image processing and computerized pattern recognition in a flexible platform. It uses a vision processor to analyze real-time changes in the image. In this system, cameras called image sensors capture images and provide a video signal to the vision processor. The video signal is analyzed and the results are recorded.

Video image detection is one of the primary alternatives to the traditional loop detector. It is becoming an increasingly common means of detecting traffic at intersections and interchanges. This is because video detection is often cheaper to install and maintain than inductive loop detectors at multi-lane intersections. In addition to speed, volume, queues and headways, it provides traffic engineers with many other traffic

characteristics, such as level of service (LOS), space mean speed, acceleration and density. Video detection is also more readily adaptable to changing conditions at intersections (e.g., lane reassignment and temporary lane closure for work zone activities). This is one of the biggest advantages of video image detection. It provides traffic managers with the means to reduce congestion and improve roadway planning. Additionally, it is used to automatically detect incidents in tunnels and on freeways, thus providing information to improve emergency response times of local authorities. The main disadvantage of video image detection is that it is adversely affected by camera motion, daily changes in light level, seasonal changes in the sun's position and glare problems. Environmental factors like rain, snow and wind also affect its working capabilities, resulting in a significant number of false calls, missed calls and locked calls.

Installation of inductive loops vs. wireless magnetometers

Downside of inductive loops:

Pavement deterioration is accelerated. Whether in new pavement or having to cross old pavement to access a loop in a new concrete patch, the more sealant we use the sooner we will be back to replace more loops and pavement.

1. Pavement Distress. Shorten pavement life significantly when sawed in.
2. Wire breakage due to shifting joints and cracks in pavement.
3. Moisture in saw cuts/freeze thaw cycle. Literarily makes the pavement explode out of the corners of the loop.
4. Asphalt installations, normally good till next milling.
5. Wire insulation deterioration from moisture inside saw cuts.
6. Wire connections in pole bases and pull boxes, pull boxes can be water traps even the best connection will get moisture in them and start oxidizing.
7. Time it takes for installation/3 workers about 3 hours for a 6' x 12' loop. Disruption to traffic as some intersections have 7or 9 loops per direction of travel.
8. Occlusion of motorcycles and bicycles. Not enough metal to change induction to readable levels.

Downside of wireless magnetometers:

1. Occlusion of motorcycles and bicycles. Magnetometers are placed in the center of the lane and motorcycles and bike tend to use the edge of the lane.
2. Batteries in the magnetometers need to be replaced every 7 to 10 years and they have to be removed and re-epoxied into the roadway.
3. It is untried technology for the City of Grand Island at present. There would be a learning curve for the signal technicians involved.
4. Initial cost of installation needs to be considered.

Upside of inductive loops:

When properly installed under new pavement inductive loops are the most cost effective method of vehicle detection at signalized intersections.

Upside of wireless magnetometers:

Flush-mount in-pavement installation with no wires or lead-in cabling.

Fast and simple installation, installs in less than 10 minutes in small hole using a hammer or core drill. (4" (10 cm) diameter; 2 ¼" (5.7 cm) deep)

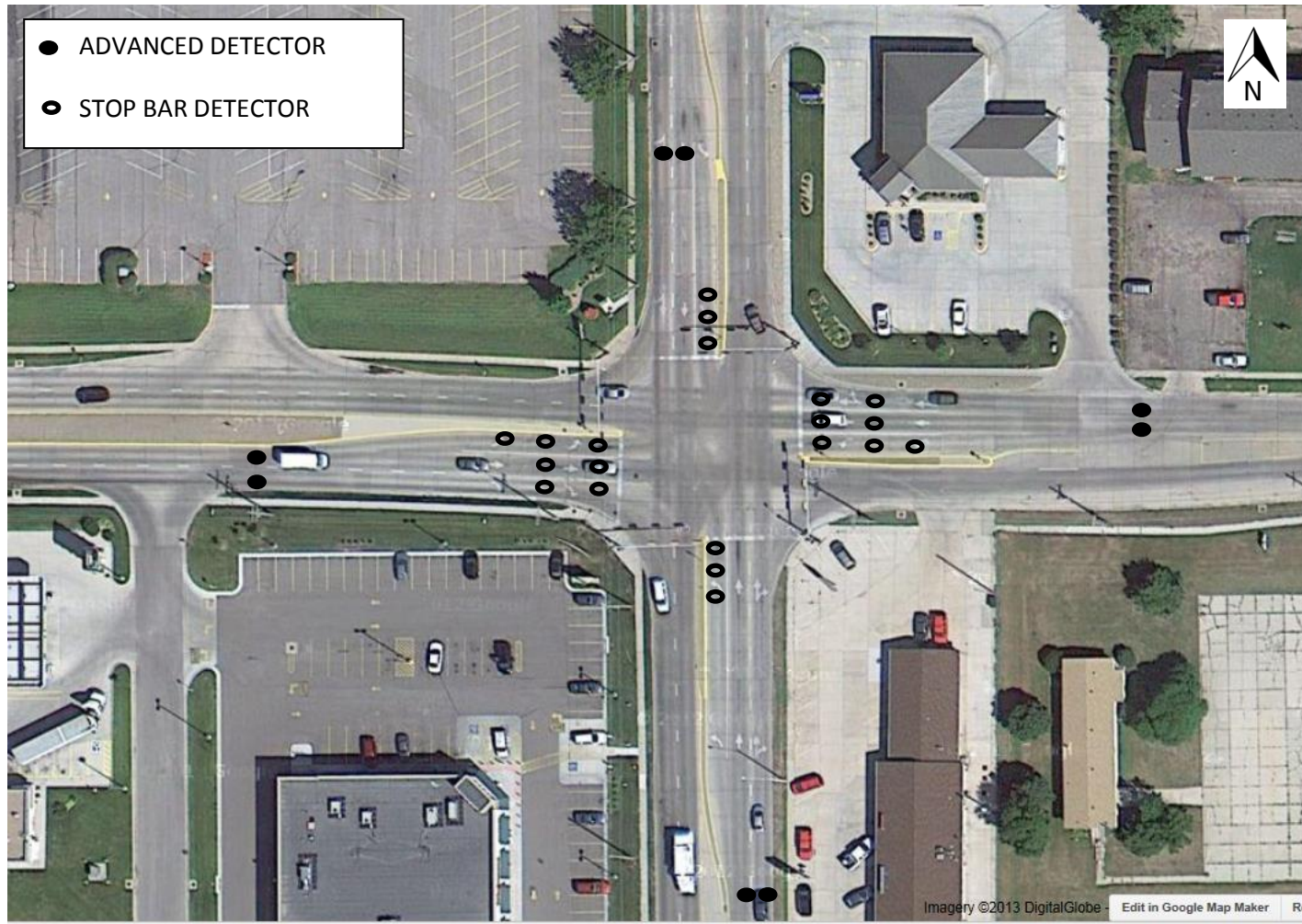
Covered with fast-drying epoxy to minimize road closures.

Extremely long battery life – average of 10 years.

Gives us the ability to do traffic counts by lane and access the information wirelessly via laptop or ITS (Intelligent Traffic System).

Can be removed for road repairs and replaced when finished or moved to a different location if an intersection is being replaced and loops can be installed beneath the pavement.

**CITY OF GRAND ISLAND
ATTACHMENT 2 – INTERSECTION LAYOUT
FOR
WIRELESS MAGNETOMETER VEHICLE DETECTION SYSTEM**



** LOCATIONS ARE APPROXIMATE. LAYOUT ABOVE IS FOR GENERAL GUIDANCE ON INTERSECTION GEOMETRICS AND QUANTITY/TYPE OF DETECTORS.*

Attachment 3

13th St & Webb Rd - Traffic Signals
 Vehicle Detection (stop bar only)
 Labor and Material Estimate
 7/17/2013

Detection Type	Number of Staff	Hours/Person/Component	Number of Components	Labor Hours	Avg Cost/Labor Hour	Labor Cost Est.	Material Cost Est.	Total Cost Est.
Inductive Loops	3	3	32	288	\$20	\$5,760	\$6,000	\$11,760
Video	3	30 (total per person)	na	90	\$20	\$1,800	\$18,500	\$20,300
Microwave	2	8 (total per person)	na	16	\$20	\$320	\$19,098	\$19,418
Magnetometer	2	0.25	20	10	\$20	\$200	\$18,500	\$18,700

*The numbers above are for stop bar detection only. Additional costs for advanced detection were difficult to compare since some of the above technologies do not work well for long distances.

Game Changing Technology

Flexible, dependable, low-cost, the Sensys Networks VDS240 wireless vehicle detection system uses magneto-resistive wireless sensors—with an unprecedented 10-year battery life—to detect vehicle presence and movement.

Our rugged, in-ground wireless sensors install in minutes, deploy in a matter of hours, and begin transmitting accurate, real-time detection data to signal controllers, traffic management centers, and traveler information systems. Installation is fast and simple, minimizing road closures and worker exposure, and greatly reducing operating and maintenance spending.

- In-pavement installation with no wires or lead-in cabling
- 10-year battery life
- Impervious to weather
- Rapid installation and deployment reduces road closures and worker exposure
- Patented, ultra-low “NanoPower” communications protocol
- Superior accuracy, dependability, and extensibility
- Universal platform for all traffic detection applications
- Self-calibrating, self-tuning
- Re-usable and remotely upgradeable
- Easily deployed in complex configurations
- Capable of over 300 million detections



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Budget Saving Wireless Sensor Networks

Virtually maintenance free, and completely weather-independent, Sensys Networks' wireless sensors perform flawlessly in temperature extremes, are unaffected by glare, wind, rain, or snow, and require no maintenance once installed. Self-calibrating, all software upgrades are performed over the air.

Turnkey Vehicle Detection Solutions

Many of today's traffic detection applications are legacy systems from decades old deployments. These antiquated systems are expensive to acquire and maintain, limited by infrastructure capacity and roadway conditions, and poorly suited to scalability or integration. As a result, transportation agencies invest significant resources in their acquisition, customization, and maintenance.

In contrast, Sensys Networks' turnkey, wireless detection solutions are revolutionizing how transportation agencies obtain and utilize accurate, real-time data. With unprecedented access to dependable, cost-effective detection solutions.

Unlike inductive loops, VDS240 requires no trenching, and can be installed wherever detection is needed, regardless of pavement degradation.

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Infrastructure

Products

Access Point

Applications

Arterial

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Access Point Controller Card (APCC)

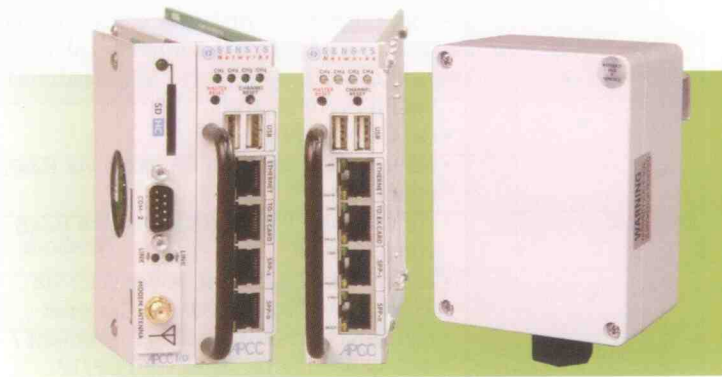
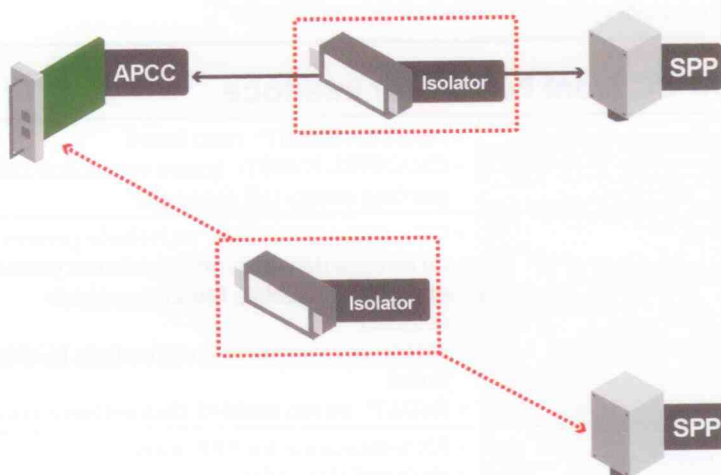
The Sensys Networks Access Point Controller Card (APCC) is a second generation controller card that maintains low power consumption, supports multiple radios, and allows for additional communication and processing power. The APCC, which is compatible with all of Sensys Networks VDS240 Wireless Vehicle Detection System products, receives and processes data from the sensors. The APCC then relays the sensor detection data to a roadside traffic controller or remote server traffic management system.

The APCC, along with the APCC radio, maintains two-way wireless links to an installation's sensors and repeaters, establishes overall time synchronization, and transmits configuration commands and message acknowledgements.

Types of APCC configurations. The APCC single-slot configuration consists of dual APCC radio ports, Sensys Networks Expansion (EX) port, and contact closure interface via backplane to a traffic controller. It also has dual USB 2.0 full speed host ports and 10/100Base-T network access. The APCC dual-slot configuration adds an SD memory card, real-time battery-backed clock, optional dual serial (DB9) interface*, and an optional second serial port or built in cellular modem.

* Full handshake control - COMM1 only

APCC system. The minimum APCC system consists of an APCC and one SPP radio. The system can also consist of multiple SPP radios and an isolator that offers electrical isolation up to 1500V, surge protection up to 1500V, and AC power cross protection.



Functions / Features

Sensys Networks radio communications

- To/from Sensys Networks APCC radio
- To/from Sensys Networks repeaters

Relay of sensor data

- Via contact closure signals to traffic controller
- Via IP connectivity (wired or wireless) to traffic management systems, upstream servers, etc.
- Integrated cellular data modem (optional)

Processing of sensor data

- Per-lane or per-vehicle data
- Data binning over selectable time intervals
- Data filtering (e.g., adaptive holdover)

Storage of sensor data

- Data buffering (event caching) 500 K
- Data storage (processed data) 1 M
- MMC/HCS D retractable memory (optional)

Master timebase for all supported wireless sensors

- Common clock for sensor timestamps
- Can be synchronized to NIST timing signals

Radio signal quality measurements

- Receive Signal Strength Indicator (RSSI, in dBm)
- Link Quality Index (LQI, figure of merit)

Firmware upgrades

- Can be upgraded via IP connectivity or via local PC connection
- Can deliver upgrades to all other Sensys Networks devices

Simple installation

- Any roadside location that provides adequate signal coverage to sensors/repeaters
- No special requirements regarding setback, relative angle of the sun, or mounting stability

Low power consumption

No calibration or adjustment required

RP240-BH-LL Repeater

The Sensys Networks VDS240 Wireless Vehicle Detection System uses pavement-mounted magnetic sensors to detect the presence and movement of vehicles. The magneto-resistive sensors are wireless, transmitting their detection data in real-time via low power radio technology to a nearby Sensys Networks access point that then relays the data to one or more local or remote traffic management controllers and systems.

The Sensys Networks Repeater. In cases where one or more installed Sensys Networks wireless sensors are out of range of the nearest access point, one or more Sensys Networks repeaters can be used to provide a two-way relay between the out-of-range sensors and the access point. As many as two repeaters operating in tandem can be installed between a sensor and the access point. To simplify its deployment, a repeater is battery-powered and thus requires no wires or cabling.

Extended Range and Coverage. A repeater extends the range and coverage of an installation's access point. Mounted by the roadside on a pole or other structure, the repeater must be positioned so that both the sensors to be supported by the repeater and the communicating repeater or access point are within view and within range.

The access point and repeater antennas each provide a 120° field of view, allowing considerable flexibility. For example, a repeater can be installed approximately 1000 feet (305 meters) from the access point, where each device can then support wireless sensors within 75 – 150 feet (23 – 46) meters. Alternatively, a repeater can be mounted on the same pole or mast as the access point, separated by 2 to 4 feet (0.6 to 1.2 meters) to ensure that they can communicate, but pointed in the opposite direction. The access point would then support the sensors and repeaters directly in front of it, while the repeater pointing in the opposite direction would support its own sensors as well as another repeater and its sensors.

Types of Repeaters. Sensys Networks currently offers two types of repeaters:

RP240-BH

- Nominal battery capacity of 57 Ah
- Recommended battery replacement every 2 years

RP240-BH-LL

- Nominal battery capacity of 171 Ah
- Recommended replacement every 7 years



Functions / Features

Relay of radio communications

- To/from wireless sensors
- To/from access point
- To/from another repeater

Extension of range and coverage of the access point

- Can be operated in tandem – one repeater and its supported sensors can communicate with another repeater and then to the access point
- Maximum single-hop range of ~1000 feet (305 meters) from supporting access point or repeater

Fully wireless operation – no cable connections

- Battery powered
- Low power consumption

Radio signal quality measurements (of each link to wireless sensor or tandem repeater)

- Receive Signal Strength Indicator (RSSI, in dBm)
- Link Quality Index (LQI, figure of merit 40-99)

Firmware upgrades over-the-air from access point

Simple installation

- Any roadside location that provides adequate signal coverage to sensors and the access point or repeater
- No special requirements regarding setback, relative angle of the sun or mounting stability

No calibration or adjustment required

VSN240 Wireless Flush-Mount Sensor

The Sensys Networks VDS240 Wireless Vehicle Detection System uses wireless magneto-resistive sensors to detect the presence and movement of vehicles. The sensors – installed on the surface or in small holes cored in the roadway – transmit detection data in real-time via low-power radio technology to a nearby Sensys Networks access point. Vehicle detections are further relayed to a traffic signal controller, remote traffic management center, or other system.

The Sensys Networks Wireless Flush-Mount Sensor. Flush-mount sensors combine a state-of-the-art magnetometer and a low-power radio in a small, hardened plastic case suitable for installation directly in the pavement.

In typical traffic management applications, a sensor is placed in the middle of a traffic lane to detect the presence and passage of vehicles. Vehicle speeds and length are measured by two sensors installed in the same lane with the exact distance between them configured in software. The recommended distance between sensors depends on the range of expected speeds to be measured: for typical freeway applications, a separation of 20 to 24 feet (6.1 to 7.3 meters) is recommended; for typical arterial applications, a separation of 10 to 12 feet (3.1 to 3.7 meters) is preferred.

Advanced Magnetometer-Based Vehicle Detection.

The state-of-the-art magneto-resistive sensing devices in each wireless sensor measure the x-, y-, and z-axis components of the Earth's magnetic field at a 128 Hz sampling rate. As vehicles come within range, changes in the x, y, or z axes of the measured magnetic field become apparent. When no vehicles are present, sensors continually measure the background magnetic field to estimate a reference. Each sensor automatically self-calibrates to the local environment, and to any long-term variations of the local magnetic field, by allowing this reference value to change over time.

Types of Wireless Sensors. Sensys Networks offers two types of flush-mount wireless sensors:

VSN240-F

- Flush-mount wireless sensor for in-pavement installation
- For all freeway, arterial, and signal control applications

VSN240-T

- Flush-mount wireless sensor for in-pavement installation
- For signal control applications only



Functions / Features

3-axis magnetometer for vehicle detection

- 128 Hz sampling rate
- Count and presence detection modes
- Modes for bicycle and motorcycle detection

Superior accuracy

Exceptional reliability

Flush-mount in-pavement installation with no wires or lead-in cabling

Fast & simple installation

- Installs in less than 10 minutes in small hole using a hammer or core drill
 - 4" (10 cm) diameter; 2 1/2" (6.5 cm) deep
 - Covered with fast-drying epoxy
- Minimal lane closure time
- No saw cuts

Extremely long battery life – average of 10 years

- Rugged mechanical design
- Auto-calibration

Reliable 2-way radio communications with access point

- Uniquely addressable and configurable
- Firmware can be upgraded over-the-air

Can be readily deployed where other systems cannot be used

- Split roadways
- High water tables
- Damaged pavement

CC & EX Contact Closure Cards

The Sensys Networks VDS 240 Wireless Vehicle Detection System uses pavement-mounted magnetic sensors to detect the presence and movement of vehicles. The magneto-resistive sensors are wireless, transmitting their detection data in real-time via low-power radio technology to a nearby Sensys Networks access point that then relays the data to one or more local or remote traffic management controllers and systems.

The Sensys Networks CC and EX Contact Closure Cards.

The Sensys Networks VDS240 Wireless Vehicle Detection System can be used with Type 170, NEMA TS1, NEMA TS2, or Type 2070 ATC traffic controllers by installing one or more Sensys Networks contact closure cards into a detector shelf of the controller and connecting them to one or more Sensys Networks access points. The Sensys Networks Master (CC) and Expansion (EX) contact closure cards support this traffic controller interface, converting the real-time detection signals of the Sensys Networks wireless sensors supported by an access point into contact closure signals to the traffic controller.

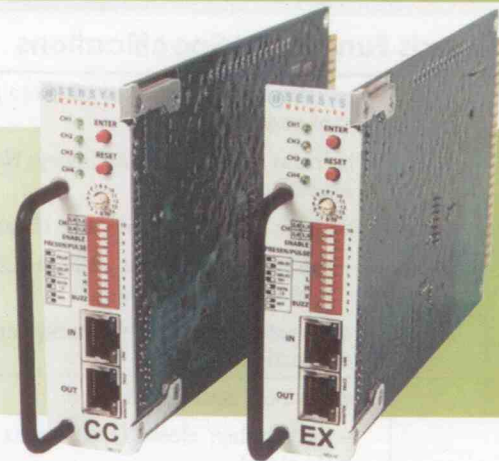
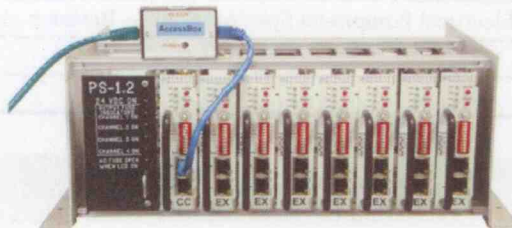
Each CC and EX card provides one, two, three, or four channels, where each channel comprises an optically isolated contact closure relay and, if configured for TS2 operation, an additional contact closure relay to indicate the channel status. If the sensors supported by an access point require more than the four channels of a CC card, as many EX cards as required (up to 63) can be daisy-chained to the CC card, either via front-panel RJ45 jacks or via rewiring of the backplane connections. Multiple cards may also be needed if the traffic controller shelf has pre-defined functions or phases for each slot.

Each wireless sensor can be mapped to its own individual channel or up to 15 wireless sensors can be mapped to a single channel to effectively "OR" the sensor signals together so that if any of them detect a vehicle, the contact closure relay for that channel will close. In this way, a Sensys Networks VDS 240 Wireless Vehicle Detection System can be easily configured in the same way that inductive loops are configured to interface with a traffic controller.

Types of Contact Closure Cards. Sensys Networks offers two types of contact closure cards:

CC240, EX240

- Type 170 controllers
- Type 2070 controllers (without status relay)
- NEMA TS1 controllers
- Type 2070 controllers



CC/EX Card Functions/Features

Sensys Networks contact closure interface to traffic controller

- Type 170 controllers
- NEMA TS1 controllers
- Type 2070 controllers
- NEMA TS2 controllers

Plugs directly into input file or detector rack without any additional adapter

Up to four detection channels per card

- Optically isolated contact closure signals
- TS2 configuration includes status channels

Pulse or presence and delay or extension modes

Easy installation

- Configured via access point using TrafficDOT
- Optionally configured via front panel switches
- Buzzer to assist in on-site verification

Sensys Networks AccessBox

Junction box wired in-line between CC card and access point

- Routes power from CC card to access point
- Routes vehicle detections to controller via CC card
- Provides wired IP port for WAN connection and/or local management

RESOLUTION 2013-318

WHEREAS, the City of Grand Island invited bids for a Wireless Magnetometer Vehicle Detection System, according to bid specifications on file with the Public Works Department; and

WHEREAS, on September 17, 2013 one bid was received from Sensys Networks of Berkeley, California for the amount of \$22,539.00; and

WHEREAS, Synsys Networks is the manufacturer of the Wireless Magnetometer Vehicle Detection System components specified on their bid sheet; and

WHEREAS, to streamline the process for future purchases of Wireless Magnetometer Vehicle Detection Systems and/or system components, it is requested that Sensys Networks be designated as the sole source provider for such technology and equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Sensys Networks of Berkeley, California for Wireless Magnetometer Vehicle Detection System in the amount of \$22,539.00 is hereby approved as the lowest responsible bidder; and

BE IT FURTHER RESOLVED, that Sensys Networks of Berkeley, California is hereby designated as the sole source provider for future purchases of Wireless Magnetometer Vehicle Detection Systems and/or system components.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-14

**#2013-319 - Approving Change Order No. 1 for Stuhr Road –
Bismark Road to Burlington Northern Santa Fe Railroad Paving
Project No. 2013-P-4**

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

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 24, 2013

Subject: Approving Change Order No. 1 for Stuhr Road –
Bismark Road to Burlington Northern Santa Fe Railroad
Paving Project No. 2013-P-4

Item #'s: G-14

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

Background

Gehring Construction and Ready Mix Co., Inc. of Columbus, Nebraska was awarded a \$362,958.51 contract by the City Council on June 25, 2013 for the Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4.

Discussion

Following are explanations for the items of work that are to be added by Change Order No. 1 and justifications for the agreed unit prices for the additional work.

At the south end of the project, immediately north Bismark Road, the existing asphalt roadway has small ruts in the wheelpaths. In order to provide a transition from the new concrete pavement to the existing roadway, the Contractor was directed to remove the entire width of the existing pavement by milling 3” deep for a length of 5’, then inlay in asphaltic concrete. This process provided a smoother transition from the new pavement to the existing pavement.

The item “Cold Milling (Inlay)” is being added to the contract to provide compensation for mobilizing equipment and removing the top 3” of existing pavement as directed. The agreed unit price for “Cold Milling (Inlay)” is based on equipment rental and labor costs, and is reasonable considering the small quantity of work involved.

The contract quantity of the item “Asphaltic Concrete” is being increased 2.20 Ton to reflect this change.

The original contract called for placement of bluegrass sod in the frontage at one residential property. After discussing the existing turf and the irrigation requirements with the property owner, it was decided that a drilled mixture of fescue, bluegrass and ryegrass would be more appropriate for their lawn. It was also determined that this seed mixture should be applied at the frontages of three other residential properties as well.

This work is based on the Special Provisions for “Seeding, Type Residential” from the Handicap Ramp Project No. 2013-1. The Contractor was directed to apply this item for roadside seeding at the four residential properties mentioned above.

The agreed unit price for “Seeding, Type Residential” compares favorably with the contract unit price for the same item on the Handicap Ramp Project No. 2013-1.

The contract quantity for the item “Sodding” is being reduced to zero to reflect this change.

In order to meet roadside safety guidelines, the project plans and specification required installation of new “breakaway” mailbox posts at two residential properties. If impacted by a vehicle that veered off the roadway, the “breakaway” posts are designed to prevent the mailbox and post from entering through the vehicle’s windshield, and damage to the vehicle is also reduced.

The mailbox post assemblies were based on Nebraska Department of Roads standard plans and specifications. However, the specific materials for the assemblies were not available after the contract was awarded. Engineering Division staff researched and approved an alternate design for the assemblies.

The alternate design requires a concrete foundation and more labor for assembly. The item “Mailbox Post (Revised)” is being added to provide compensation for the additional costs for installation of the alternate mailbox posts.

The agreed unit price for “Mailbox Post (Revised)” is reasonable considering the additional labor costs for assembly, the additional cost for the concrete foundations, and the small quantities involved.

The contract quantity for the item “Mailbox Post” is being reduced to zero to reflect this change.

Longitudinal joints were designed to be sawed at the centerline of the roadway and 12’ left and right of the centerline. Longitudinal joints are sawed in new concrete pavement to allow “controlled” cracks that occur due to contraction, pavement width, and differences in the base structure. As specified in the plans, 30” long reinforcing bars were placed at regularly spaced intervals along the longitudinal joints in the pavement to keep the pavement “tied” together.

The number of reinforcing bars as shown in the plans is based on a 16'-6" spacing of the transverse joints. In order to keep the lengthwise and widthwise spacing of the concrete panels similar, the spacing of the transverse joints were reduced to 12'. This change resulted in reducing the spacing of the reinforcing bars in order to achieve sufficient spacing between transverse joints. The item "Tie Bars" is being added through this change order to provide compensation to the Contractor for providing and installing an additional 310 reinforcing bars for the longitudinal joints.

The agreed unit price for "Tie Bars" is based on costs for furnishing the tie bars and the labor for installation at the reduced spacing. The agreed unit price compares favorably with the January 1, 2012 through December 31, 2013 Nebraska Department of Roads Average Unit Price for the same item.

In accordance with the plans and specifications, new pavement marking was required for advance notice of the railroad crossing. The Contractor was directed to place new pavement marking on the center of the existing asphaltic concrete roadway north of the railroad crossing. This required removal of existing pavement marking that was not on the same alignment of the new pavement marking to be placed. The item "Pavement Marking Removal" is being added through this change order to provide compensation for this work.

The agreed unit price for "Pavement Marking Removal" is based on the January 1, 2012 through December 31, 2013 Nebraska Department of Roads Average Unit Price for the same item.

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 Change Order No. 1 for the Stuhr Road – Bismark Road to Burling Northern Santa Fe Railroad, Project No. 2013-P-4.

Sample Motion

Move to approve the resolution.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: September 24, 2013

PROJECT: Stuhr Road – Bismark Road to BNSF RR Project No. 2013-P-4

CONTRACTOR: Gehring Construction and Ready Mix Co., Inc.

CONTRACT DATE: June 25, 2013

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Cold Milling (Inlay)	1.00 EA	\$425.70/EA	\$425.70
2. Asphaltic Concrete	2.20 TON	\$200.00/TON	\$440.00
3. Seeding, Type Residential	15,400.00 SF	\$0.22/SF	\$3,388.00
4. Sodding	- 2,500.00 SF	\$0.50/SF	- \$1,250.00
5. Mailbox Post (Revised)	2.00 EA	\$175.00/EA	\$350.00
6. Mailbox Post	- 2.00 EA	\$100.00/EA	- \$200.00
7. Tie Bars	310.00 EA	\$3.90/EA	\$1,209.00
8. Pavement Marking Removal	555.00 LF	\$0.75/LF	\$311.35

TOTAL OF CHANGE ORDER NO. 1 **\$ 4,674.05**

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$362,958.51
Net Increase/Decrease Resulting from this Change Order\$ 4,674.05
Revised Contract Price Including this Change Order.....\$ 367,632.56

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

Gehring Construction and Ready Mix Co., Inc.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2013-319

WHEREAS, on June 25, 2013, by Resolution 2013-194, the City of Grand Island awarded Gehring Construction and Ready Mix Co., Inc. of Columbus, Nebraska the bid in the amount of \$362,958.51 for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4; and

WHEREAS, it has been determined that additional work is necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$4,674.05 for a revised contract price of \$367,632.56.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Gehring Construction and Ready Mix Co., Inc. of Columbus, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-15

#2013-320 - Approving Agreement with NDOR for US Highway 30 Improvements from the Southwest City Limits Extending Near Johnstown Road

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: September 24, 2013

Subject: Approving Agreement with NDOR for US Highway 30 Improvements from the Southwest City Limits Extending Near Johnstown Road

Item #'s: G-15

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

Background

The Nebraska Department of Roads (NDOR) is preparing plans for improvements to US Highway 30 from Wood River to Grand Island. This project includes the section of US Highway 30 from the southwest city limits to the divided section of highway near Johnstown Road.

All agreements must be approved by the City Council.

Discussion

The improvements to US Highway 30 consist of the following:

- Asphalt repair; and
- Milling and resurfacing the existing roadway

The City of Grand Island will be responsible for the following for the section located within Corporate Limits, as stated in the program agreement:

- Passing & enforcing an ordinance as required for No Parking zones within the city limits of the project; and
- Prohibiting all business establishments being located in such a way that vehicles being served will be required to stand on said public right-of-way; and
- All future entrances from private property to the public right-of-way within the limits of this project will receive prior approval of the Director-State Engineer, Department of Roads, or their authorized representative; and
- Clearing, at no cost to the State, the present right-of-way of this project of all advertising signs, as well as any other privately owned facility or thing that may interfere with construction, maintenance and operation of the improvement

planned in this project, and to keep the old and new right-of-way free of future encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration.

This project is to be constructed without cost to the City of Grand Island, except as provided specifically within such agreement. The agreement is attached for further review.

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 a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

A G R E E M E N T

PROJECT NO. STPD-30-4(149)
CONTROL NO. 42399
CITY OF GRAND ISLAND
STATE OF NEBRASKA, DEPARTMENT OF ROADS
IMPROVING HIGHWAY US-30 IN GRAND ISLAND

THIS AGREEMENT is between the City of Grand Island, a municipal corporation of the State of Nebraska ("City"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties intend to improve a portion of Highway US-30 at the location as shown in Exhibit "A" attached, which is hereby made a part of this agreement, and

WHEREAS, the Parties intend that the improvement be developed and constructed under the designation of Project No. STPD-30-4(149), and

WHEREAS, the improvement is located within the designated urban area of Grand Island, Nebraska, and funds administered by the State, hereinafter known as "State Funds," have been made available for the construction of improvements such as this, and

WHEREAS, Federal Regulations provide that the City shall not profit or otherwise gain from local property assessments that exceed the City's share of project costs, and

WHEREAS, the City Council has authorized the Mayor to sign this agreement, as evidenced by the Resolution of the City Council dated the ____ day of _____, 2013 attached as Exhibit "B" and hereby made a part of this agreement, and

WHEREAS, the description of the project within the corporate limits is as follows:

This project will consist of asphalt repair, milling and resurfacing beginning at the southwest corporate limits (R.P. 310+04) and extending to the divided highway near Johnstown Road (R.P. 312+47).

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

SECTION 1. The City agrees for the portion of the project within its corporate limits:

- (a) To pass and enforce an ordinance as required effecting the following restrictions within the project limits: No Parking
- (b) To prohibit business establishments being located in such a way that vehicles being served will be required to stand on said public highway right of way.

- (c) To require that all future entrances from private property to the public right of way within the limits of this project receive prior approval of the Director-State Engineer, Department of Roads or his authorized representative.
- (d) To clear, at no cost to the State, the present right of way of this project of all advertising signs. The City also agrees, at no cost to the State, to clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned in this project, and to keep the old and new right of way free of future encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration.
- (e) If the City performs any part of the work on this project itself, the City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "C" attached hereto and hereby made a part of this agreement. The reference to "Contractor" in this exhibit shall mean the "City."
- (f) DISADVANTAGED BUSINESS ENTERPRISES
- (1) Policy
- The City and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.
- (2) Disadvantaged Business Enterprises Obligation
- The City and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color,

national origin, or sex in the award and performance of FHWA assisted contracts.

The City acting as a subrecipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the City enters into on this project.

On any work performed by the City, failure of the City to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

- (g) Any changes in the roadway geometrics, either during project construction or after the project is completed, including but not limited to access control, driveways, median breaks, parking restrictions or any other traffic control items shall require prior approval of the State with Federal Highway Administration concurrence.

- (h) To provide, where the proposed construction involves a change in the grades established by City ordinance, that an amendment to said ordinance be passed, reestablishing said grades as shown in the plans without cost to the State.

SECTION 2. It is agreed and understood by the Parties hereto that Federal-Aid Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference. By signing this agreement, the City agrees to adopt, on the improvement contemplated in this agreement the Nebraska Department of Roads' Policy for Accommodating Utilities on State Highway Right of Way issued by the State August, 1998, and its subsequent revisions or additions.

The City further agrees:

- (a) To comply with Neb.Rev.Stat. §39-1361, and the rules and regulations of the Department of Roads before making or allowing to be made, any utility excavation, pavement cuts or performing other activity upon said highway, and shall be responsible to see that all such work is performed according to the rules and regulations of, and by authority of a permit granted by the Department of Roads of the State of Nebraska.

(b) To furnish or cause to be furnished all of the labor, tools, equipment and materials for the rehabilitation of its municipally owned utilities as made necessary by the construction of this project.

(c) To prepare and submit to the State upon receipt of preliminary construction plans for this project a plan and estimate detailing anticipated location and nonbetterment costs for the rehabilitation of all municipally owned utilities as made necessary by this project. It is mutually understood that all nonbetterment municipal utility rehabilitation costs within the corporate limits of the City will become a project cost, but that outside said City limits only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private right of way will be reimbursed. The cost of nonbetterment rehabilitation of municipally owned and operated utilities within the corporate limits is currently unknown. Should this project necessitate the nonbetterment rehabilitation of any municipally owned and operated utilities, the Parties hereto agree to enter into an agreement to provide for the design and construction of the nonbetterment utilities and the reimbursement to the City for the State's share of the costs of the rehabilitation of municipally owned and operated utilities. Said agreement shall be entered into prior to utility work beginning.

SECTION 3. The Federal share of this project shall be reduced by any project specific local property assessments that exceed the appropriate local share on this project. This is subject to State review.

SECTION 4. All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto. If the City is to perform or contract for any work, they will develop a traffic control plan. The plan will be provided to the State's Project Manager for approval and acceptance. The Parties agree that the City is responsible for the operation and maintenance of the approved traffic control plan.

The City further agrees to comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto and to use caution when working in the State right of way and provide appropriate traffic control to direct traffic.

SECTION 5. It is hereby agreed that plans and specifications for the above mentioned project will be on file in the office of the Department of Roads, Lincoln, Nebraska.

SECTION 6. The City and State will fully cooperate to cause the removal from public right of way, or correction or alteration in the public right of way, as necessary for the construction of the aforesaid project, of all pipe lines, poles or other underground or overhead services not owned by the City and are located within the corporate limits.

SECTION 7. The State hereby agrees:

- (a) To prepare and convey to the City, prior to construction, plans for the proposed subject project.
- (b) To advertise and conduct a letting and receive bids on the contemplated improvement. The City agrees that the State will award the contract to the lowest responsible bidder and that said contract shall be signed only by the State.
- (c) To supervise and cause completion of the construction of the improvement as shown in the plans.
- (d) To acquire all additional right of way and do all things, in pursuance of the aforesaid project, not specifically assumed by or assigned to the City.
- (e) To reimburse the City for the nonbetterment rehabilitation of municipally owned utility facilities as provided in Section 2(c).
- (f) To construct this project without cost to the City, except as provided specifically herein.

SECTION 8. The Parties hereto agree that the State shall make sole determination as to the scheduling of the construction for this project.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 2013.

ATTEST: CITY OF GRAND ISLAND

City Clerk _____ Mayor _____

EXECUTED by the State this _____ day of _____, 2013.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
James J. Knott, P.E.

Roadway Design Engineer _____

RECOMMENDED:
Wesley Wahlgren, P.E.

District 4 Engineer _____

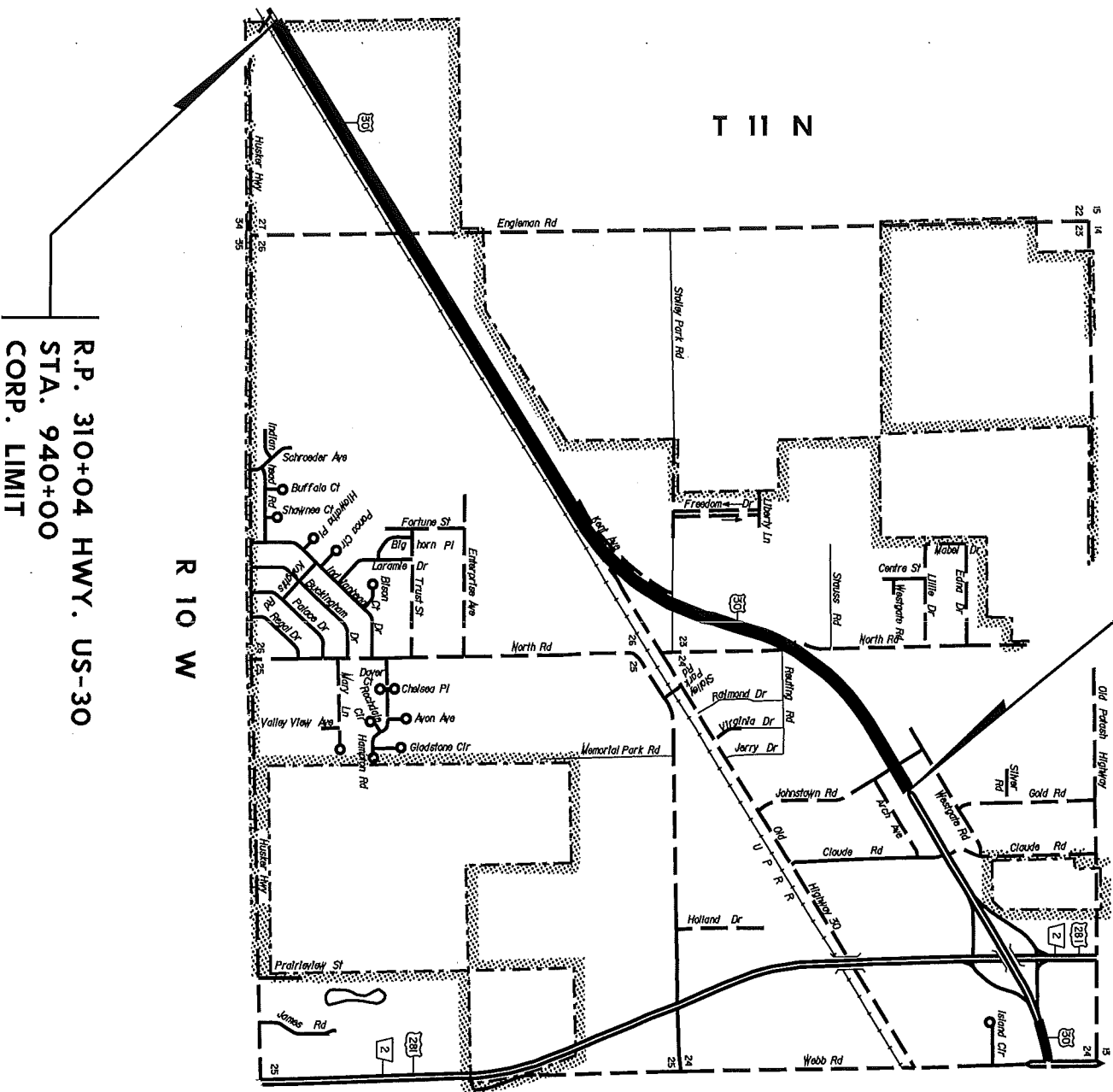
AGRC18-DQ

GRAND ISLAND

HALL COUNTY

NEBRASKA

R.P. 312+47 HWY. US-30
STA. 1067+34
END PROJECT



R.P. 310+04 HWY. US-30
STA. 940+00
CORP. LIMIT

30-4(149)
C.N. 42399

EXHIBIT "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "C"

RESOLUTION 2013-320

WHEREAS, the Nebraska Department of Roads is improving US Highway 30 extending from the southwest city limits to the divided section of highway near Johnstown Road; and

WHEREAS, such improvements shall consist of asphalt repair, and milling and resurfacing the existing roadway; and

WHEREAS, this project is to be constructed without cost to the City of Grand Island, except as provided specifically within such agreement; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the improvement to US Highway 30 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-16

#2013-321 - Approving Acquisition of Public Utility Easement in Sterling Estates Second Subdivision (TS12, LLC)

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

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

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

PUBLIC UTILITY EASEMENT

TS12, LLC, a Nebraska Limited Liability Company, herein called the Grantor, in consideration of ONE DOLLAR (\$1.00) and other consideration, receipt of which is hereby acknowledged, hereby grant and convey unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a permanent and perpetual easement to construct, operate, maintain, extend, repair, replace, and remove public utilities, including but not limited to surface markers, and other appurtenances, upon, over, along, across, in, underneath and through a tract of land within Sterling Estates Second Subdivision, City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 157.00 feet to the point of intersection of said west line and the south line of an existing 30 foot ingress/egress and utility easement located in said lot 1; thence S89°00'34"E along said south line a distance of 82.00 feet to the point of intersection of said south line and the east line of an existing 37 foot utility easement located in said Lot 1, said point also being the point of beginning; thence continuing

S89°00'34"E along said south line a distance of 8.00 feet; thence S00°59'26"W a distance of 100.00 feet to a point on the north line of an existing 20 foot utility easement located in said Lot 1; thence N89°00'34"W along said north line a distance of 8.00 feet to the point of intersection of said north line and the east line of an existing 37 foot utility easement located in said Lot 1; thence N00°59'26"E along said east line a distance of 100.00 feet to the point of beginning. Said utility easement contains 800.00 square feet more or less.

A utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 277.00 feet; thence S89°00'34"E a distance of 82.00 feet to the point of intersection of the east line of and existing 37 foot utility easement located in said Lot 1 and the south line of an existing 20 foot utility easement located in said Lot 1, said point also being the point of beginning; thence continuing S89°00'34"E along said south line a distance of 8.00 feet; thence S00°59'26"W a distance of 173.00 feet to a point on the north line of an existing 30 foot utility easement located in said lot 1; thence N89°00'34"W along said north line a distance of 8.00 feet to the point of intersection of said north line and the east line of an existing 37 foot utility easement located in said Lot 1; thence N00°59'26"E along said east line a distance of 173.00 feet to the point of beginning. Said utility easement contains 1384.00 square feet more or less.

A utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 480.00 feet; thence S89°00'34"E a distance of 82.00 feet to the point of intersection of the east line of an existing 37 foot utility easement located in said Lot 1 and the south line of an existing 30 foot utility easement located in said Lot 1, said point also being the point of beginning; thence continuing S89°00'34"E along said south line a distance of 8.00 feet; thence S00°59'26"W a distance of 114.00 feet to a point on the north line of and existing 15 foot drainage and utility easement located in said Lot 1; thence N89°00'34"W along said north line a distance of 8.00 feet to the point of intersection of said north line and the east line of an existing 37 foot utility easement located in said Lot 1; thence N00°59'26"E along said east line a distance of 114.00 feet to the point of beginning. Said utility easement contains 912.00 square feet more or less.

Together with the following rights, namely, unrestricted ingress and egress under, over, and across such land for the purpose of exercising the rights herein granted, to excavate and refill ditches and trenches, and the right to clear and keep clear of structures that might interfere with the location, trees, roots, brush, hedges, undergrowth, and other obstructions from the surface of such tracts interfering with the location, construction, inspection, repair, replacement, removal, and maintenance of such public utilities. Any such utility and appurtenances placed upon, over, and under such tracts of land shall remain the property of the Grantee and may be removed or

replaced at any time.

The Grantors, for themselves, their heirs, executors, administrators, successors, and assigns, hereby covenant that no buildings, fences, or structures shall be erected or permitted within the easement area and that the easement herein granted shall run with the title to such tract of land and be binding upon the Grantors, their successors and assigns.

DATED: _____, 2013

GRANTOR:

TS12, LLC
A Nebraska Limited Liability Company

BY _____
Jerry Slusky, Member Manager

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this _____ day of _____, 2013 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JERRY SLUSKY, MEMBER MANAGER, to me known to be the identical persons who signed the foregoing Public Utility Easement and acknowledge the execution thereof to be their voluntary act and deed as such officer on behalf of said company for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

RESOLUTION 2013-321

WHEREAS, public utility easements are required by the City of Grand Island, from TS12, LLC in Sterling Estates Second Subdivision, Hall County, Nebraska and more particularly described as follows:

A utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 157.00 feet to the point of intersection of said west line and the south line of an existing 30 foot ingress/egress and utility easement located in said lot 1; thence S89°00'34"E along said south line a distance of 82.00 feet to the point of intersection of said south line and the east line of an existing 37 foot utility easement located in said Lot 1, said point also being the point of beginning; thence continuing S89°00'34"E along said south line a distance of 8.00 feet; thence S00°59'26"W a distance of 100.00 feet to a point on the north line of an existing 20 foot utility easement located in said Lot 1; thence N89°00'34"W along said north line a distance of 8.00 feet to the point of intersection of said north line and the east line of an existing 37 foot utility easement located in said Lot 1; thence N00°59'26"E along said east line a distance of 100.00 feet to the point of beginning. Said utility easement contains 800.00 square feet more or less.

A utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 277.00 feet; thence S89°00'34"E a distance of 82.00 feet to the point of intersection of the east line of and existing 37 foot utility easement located in said Lot 1 and the south line of an existing 20 foot utility easement located in said Lot 1, said point also being the point of beginning; thence continuing S89°00'34"E along said south line a distance of 8.00 feet; thence S00°59'26"W a distance of 173.00 feet to a point on the north line of an existing 30 foot utility easement located in said lot 1; thence N89°00'34"W along said north line a distance of 8.00 feet to the point of intersection of said north line and the east line of an existing 37 foot utility easement located in said Lot 1; thence N00°59'26"E along said east line a distance of 173.00 feet to the point of beginning. Said utility easement contains 1384.00 square feet more or less.

A utility easement located in Lot 1 of Sterling Estates Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of S00°59'26"W along the west line of said lot 1 a distance of 480.00 feet; thence S89°00'34"E a distance of 82.00 feet to the point of intersection of the east line of an existing 37 foot utility easement located in said Lot 1 and the south line of an existing 30 foot utility easement located in said Lot 1, said point also being the point of beginning; thence continuing S89°00'34"E along said south line a distance of 8.00 feet; thence S00°59'26"W a distance of 114.00 feet to a point on the north line of and existing 15 foot drainage and utility easement located in said Lot 1;

Approved as to Form	□
September 20, 2013	□ City Attorney

thence N89°00'34"W along said north line a distance of 8.00 feet to the point of intersection of said north line and the east line of an existing 37 foot utility easement located in said Lot 1; thence N00°59'26"E along said east line a distance of 114.00 feet to the point of beginning. Said utility easement contains 912.00 square feet more or less.

WHEREAS, an Agreement for the public utility easements 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 easements 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.

- - -

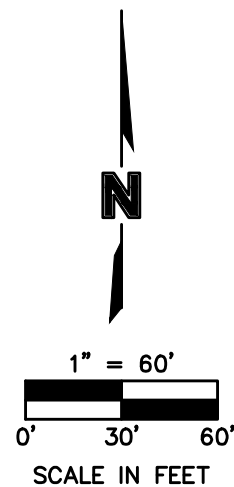
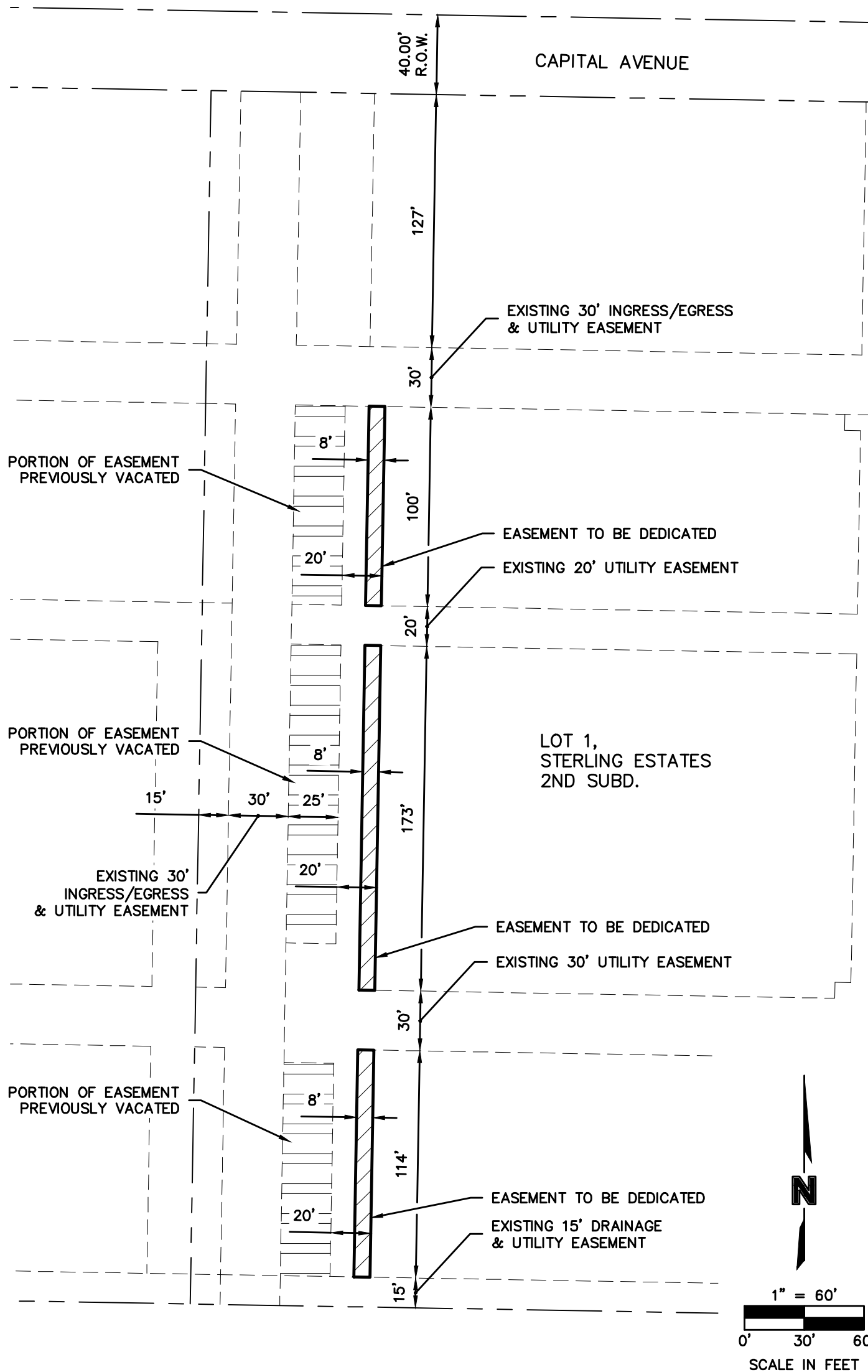
Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

EASEMENT DEDICATION



DWG: F:\projects\012-1026_Plan\Plan\0121026_EASE-DEDICATE.dwg
DATE: Sep 04, 2013 12:50pm
USER: zloomis
XREFS: 0121026_ROW

OLSSON
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, September 24, 2013

Council Session

Item G-17

#2013-322 - Approving Comprehensive Revitalization Supplemental Community Development Block Grant Application

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Marco Floreani

RESOLUTION 2013-322

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

WHEREAS, the Nebraska Department of Economic Development is currently accepting applications for community revitalization supplemental grant funds; and

WHEREAS, a grant application has been prepared to request funding Comprehensive Revitalization activities that include infrastructure repairs in the Comprehensive Revitalization Study Areas; and

WHEREAS a \$300,000 grant is being requested to fund such programs and administrative costs; and

WHEREAS, the required 1:2 match will be provided by the City; and

WHEREAS, the public hearing was held on September 24, 2013, offers the public opportunity to make such comments to the City Council; and

WHEREAS, a public hearing notice was published in *The Independent* on September 19, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for assistance from the Nebraska Department of Economic Development for the purpose of funding eligible Community Development Block Grant activities; and

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-18

**#2013-323 - Approving Change Order No. 1 for Stolley Park
Restroom Installation**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 24, 2013

Subject: Approve Change Order No. 1 to Nelson Contracting of Grand Island, Nebraska for the Construction of a New Restroom at Stolley Park

Item #'s: G-18

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

Background

On August 13, 2013 City Council approved, by Resolution 2013-267, the bid award to Nelson Contracting to build a new restroom at Stolley Park in the amount of \$105,800. The old restroom was undersized and contained decaying wood walls. The new restroom building at Stolley Park will be a modern concrete block facility.

Discussion

An ADA design oversight was discovered during the construction of the new restroom. It was determined that a handicap accessible drinking fountain is required for the new facility. The handicap drinking fountain was not indicated in the original design, therefore was not included in the construction bid.

Staff recommends adding a handicap accessible drinking fountain for an additional price of \$1,557.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve Stolley Restroom Construction Change Order No. 1 in the amount of \$1,557. Doing so will increase the total amount of the contract with Nelson Contracting to \$107,357.

Sample Motion

Move to approve Change Order No. 1 to Nelson Contracting of Grand Island, Nebraska for the construction of a new Stolley restroom facility.

**AIA****Document G701™ – 2001****Change Order**

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: <input checked="" type="checkbox"/>
City of Grand Island - New Stolley Park Toilet Building	DATE: September 13, 2013	ARCHITECT: <input checked="" type="checkbox"/>
2103 Stolley Park Road, Grand Island, NE		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2013-09	FIELD: <input type="checkbox"/>
Nelson Contracting	CONTRACT DATE: August 14, 2013	OTHER: <input type="checkbox"/>
2310 Macron Street	CONTRACT FOR: General Construction	
Grand Island, NE 68803		

THE CONTRACT IS CHANGED AS FOLLOWS:*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Provide material and labor to install a second drinking fountain for the Stolley Park Restroom Building project. This second drinking fountain is the same as originally specified on the Plumbing plans. This will provide a double drinking fountain: one installed at the standard height and one installed at the ADA height. See attached Nelson Contracting Proposal for the \$1,557.00 amount along with the backup sheets confirming the costs. See attached WCA Architects revised partial Floor Plan showing the location of both drinking fountains. Total ADD \$1,557.00.

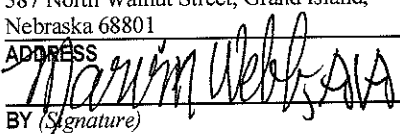
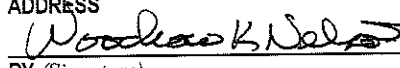

The original Contract Sum was	\$	105,800.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	105,800.00
The Contract Sum will be increased by this Change Order in the amount of	\$	1,557.00
The new Contract Sum including this Change Order will be	\$	107,357.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is Sept. 30, 2013

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Webb & Company Architects, Inc.</u>	<u>Nelson Contracting</u>	<u>City of Grand Island</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
387 North Walnut Street, Grand Island, Nebraska 68801	2310 Macron Street, Grand Island, NE 68803	100 E. First Street, Grand Island, Nebraska 68801
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
<u>Marvin Webb, AIA</u>	<u>Woodrow Nelson</u>	<u>Jay Vavricek, Mayor</u>
(Typed name)	(Typed name)	(Typed name)
<u>Sept. 13, 2013</u>	<u>Sept. 13, 2013</u>	<u>---</u>
DATE	DATE	DATE

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User Notes: (1733769542)

RESOLUTION 2013-323

WHEREAS, on August 13, 2013 by Resolution 2013-267, the City Council of the City of Grand Island awarded Nelson Contracting from Grand Island, Nebraska, the bid in the amount of \$105,800, for the construction of a new restroom in Stolley Park; and

WHEREAS, an ADA design oversight was discovered during the construction process and it has been determined that a handicap accessible drinking fountain is required for the new restroom; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$1,557 for a revised contract price of \$107,357.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Nelson Contracting from Grand Island, Nebraska to provide the modifications set out as follows:

Installation of a handicap accessible drinking fountain.....\$1,557

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-1

#2013-324 - Consideration of Request from Nebraska CVS Pharmacy LLC, dba CVS/Pharmacy 10243, 1710 West 2nd Street for a Class “C” Liquor License and Liquor Manager Designation for Dale ZurKammer, 18601 Chandler Street, Omaha, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2013-324

WHEREAS, an application was filed by Nebraska CVS Pharmacy LLC doing business as CVS/Pharmacy 10243, 1710 West 2nd Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 14, 2013; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on September 24, 2013 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Dale ZurKammer, 18601 Chandler Street, Omaha, NE as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-2

**#2013-325 - Consideration of Approving Bid Award for
Construction of Electrical Substation "J" on Wildwood Road at
Blaine Street**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 24, 2013

Subject: Approving Bid Award – Construction of Substation “J”

Item #’s: I-2

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On January 8, 2008, a presentation was made during a Council meeting summarizing the results of a detailed electrical transmission study by Advantage Engineering. Several recommendations resulted from that study, which included the new 115 kV transmission line to the northwest of the City and a new substation to help power the southwest area of the City near the Highway 281 corridor and the Platte Valley Industrial Park. The transmission line to NPPD’s St. Libory substation was completed in 2012. A site for the new Substation “J” was chosen at the intersection of Blaine Street and Wildwood Drive on existing City property at the Platte Generating Station. This location will provide the projected future electric supply capacity to this area. A contract for two large transformers was approved previously and they have been delivered to the site.

Discussion

Bids were received by the City on September 11, 2013 for the contract labor and materials for the construction of Substation “J”. The five bids received were:

Bidder	Bid Price
IES Commercial, Inc. Holdrege, NE	\$2,472,834.38
Watts Electric Company Waverly, NE	\$2,723,202.35
Addison Construction Company Cheyenne, WY	\$2,765,431.00
National Conductor Constructors Brainerd MN	\$3,067,109.00
PowerSecure, Inc. Midway, FL	\$4,593,474.00

IES Commercial's bid contains no exceptions and meets all requirements. IES Commercial recently completed the new seven mile 115 kV transmission line to the northwest of the City and it was a positive experience. Calls to several references were positive as well.

Based on a review of the bids received, the IES Commercial bid of \$2,472,834.38 is recommended by the Department as the lowest, compliant bid.

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 Contract for Substation "J" construction with IES Commercial of Holdrege, Nebraska, in the amount of \$2,472,834.38.

Sample Motion

Move to approve the contract for Substation "J" construction with IES Commercial in the amount of \$2,472,834.38.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 11, 2013 at 2:00 p.m.
FOR: Substation J Construction 2013 – Contract #13-PCC-01
DEPARTMENT: Utilities
ESTIMATE: \$3,000,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 8, 2013
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>IES Commercial, Inc.</u> Holdrege, NE	<u>Watts Electric Company</u> Waverly, NE
Bid Security:	National Union Fire Ins. Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$2,472,834.38	\$2,723,202.35
Bidder:	<u>Addison Construction Co.</u> Cheyenne, WY	<u>PowerSecure, Inc.</u> Midway, FL
Bid Security:	Cincinnati Ins. Co.	Western Surety Co.
Exceptions:	None	Noted
Bid Price:	\$2,765,431.00	\$4,593,474.00
Bidder:	<u>National Conductor Constructors</u> Brainerd, MN	
Bid Security:	Hartford Fire Ins. Co.	
Exceptions:	Noted	
Bid Price:	\$3,067,109.00	

cc: Tim Luchsinger, Utilities Director

Bob Smith, Assist. Utilities Director

Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Travis Burdett, Assist. Utilities Director

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

P1669

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between IES Commercial, Inc.
hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **SUBSTATION J CONSTRUCTION 2013**; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of Two Million, Four Hundred Seventy Two Thousand, Eight Hundred Thirty Four and 38/100 Dollars
\$ 2,472,834.38

for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of SUBSTATION J CONSTRUCTION 2013.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before September 1, 2014. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

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

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

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Date _____

Mayor

Attest: _____

City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2013-325

WHEREAS, the City of Grand Island invited sealed bids for construction of Electrical Substation “J” on Wildwood Road at Blaine Street, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 11, 2013, bids were received, opened and reviewed; and

WHEREAS, IES Commercial, Inc., of Holdrege, 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 \$2,472,834.38; and

WHEREAS, the bid of IES Commercial is less than the estimate for the Construction of Electrical Substation “J”.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of IES Commercial, in the amount of \$2,472,834.38, for construction of Substation “J”, is hereby approved as the lowest responsible bid, and that the Mayor is hereby authorized to, on behalf of the City, execute the Contract between the City of Grand Island and IES Commercial.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-3

#2013-326 - Consideration of Approving Bid Award for Utility Management Software

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 24, 2013

Subject: Utility Management Software

Item #'s: I-3

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department utilizes an accounting program on the AS400 computer for detailed accounting of its operations. This program was developed by City information technology staff in the 1980s and allows for cost tracking on work activities, based on Federal Electric Regulatory Commission (FERC) account codes that are mandated for public utilities. The Department also utilizes third party software systems for purchase orders, inventory, and for scheduling some work activities or preventive maintenance. None of these systems are integrated and, along with payroll and accounts payable, require that information be transferred or entered manually and/or multiple times.

As the use of the AS400 computer is being phased out due to support issues, staff from the Utilities and Finance Departments developed a Request for Proposal to replace the above systems with an integrated system that would incorporate work and asset management, purchasing, and accounting for the Utilities Department, and also allow electronic transfer of information for payroll and accounts payable to the City's MUNIS business accounting system. In addition to supplying the software system, the scope of the specifications included transfer of the information of the existing systems to the new system, and support services for both the new system integration and as required on an ongoing basis.

Discussion

The Request for Proposals was advertised in accordance with City procurement procedures and six proposals were received from the following software system providers.

Aquitas Solutions, Atlanta, GA
Beehive Industries, Lincoln, NE
Lucity, Overland Park, KS
Mainsaver Software, San Diego, CA
NAES, Issaquah, WA
Tyler Technologies, Yarmouth, MA

An evaluation team evaluated the proposals based on the specified criteria and selected three vendors for on-site presentations. The presentations were attended by a variety of staff including utilities management and operations, accounting, payroll, and information technology specialists.

Based on feedback from those attending the presentations, the evaluation team ranked the three finalists and recommended that the proposal from Mainsaver Software be accepted for the Utilities Management System. The proposal from Mainsaver includes a detailed estimated activity pricing breakdown which will be billed at actual cost, for a not-to-exceed total price of \$209,320. This not-to-exceed cost does not include travel expenses, which will also be billed at actual cost. The cost of the new software system and in-house implementation expenses will be funded by the Utilities Enterprise Funds.

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 Utilities Management System proposal from Mainsaver Software of San Diego, California, to be billed at actual cost, for a not-to-exceed total price of \$209,320, not including travel expenses, which will be billed at actual cost.

Sample Motion

Move to approve the Utilities Management System proposal from Mainsaver Software of San Diego, California, to be billed at actual cost for a not-to-exceed total price of \$209,320, not including travel expenses, which will be billed at actual cost.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
UTILITIES MANAGEMENT SYSTEM**

RFP DUE DATE: May 22, 2013 at 4:15 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: April 12, 2013

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

Beehive Industries
Lincoln, NE

NAES Corporation
Issaquah, WA

Aquitas Solutions
Lakewood, CA

Mainsaver Software, Inc.
El Dorado Hills, CA

Lucity
Overland Park, KS

Tyler Technologies
Yarmouth, ME

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

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

P1643

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **MAINSAVER SOFTWARE**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *UTILITIES MANAGEMENT SYSTEM*; and

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

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

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. MAINSAVER SOFTWARE proposal dated May 20, 2013, including Appendix C.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the not-to-exceed sum (subject to adjustment as provided by the contract) of **TWO HUNDRED NINE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$209,320.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The above not-to-exceed price does not include travel expenses, which shall be billed at cost.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

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

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Grand Island, Nebraska, and complete the work on or before **APRIL 30, 2014.**

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

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

to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

MAINSAYER SOFTWARE

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

_____ Date _____
Attorney for the City

RESOLUTION 2013-326

WHEREAS, the City of Grand Island invited Requests for Proposals for Utility Management System, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 22, 2013 proposals were received, opened and reviewed, and evaluated; and

WHEREAS, Mainsaver Software, Inc., of San Diego, California submitted a bid in accordance with the terms of the Request for Proposals, and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$209,320.00; and

WHEREAS, the proposal of Mainsaver Software, Inc., meets all of the requirements for the Utilities Department Management System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Mainsaver Software, Inc., of San Diego, California, in the amount of \$209,320.00, for the Utilities Management System, is hereby approved , and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-4

#2013-327 - Consideration of Approving Agreement for Natural Gas Supply to Burdick Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 24, 2013

Subject: Agreement for Natural Gas Supply to Burdick Station

Item #'s: I-4

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department has traditionally solicited bids for natural gas for fuel for the six generating units at the Burdick Station. Since the early 1990s, the solicited bids were for a two year term based on the ability for the Department to schedule electric generation on a next day basis for either the City's native load or for planned energy sales to other utilities, and nominate the appropriate natural gas as required.

Beginning in 2014, the Department will be required to dispatch all of its generating units as determined by the regional electric system operator, Southwest Power Pool (SPP). SPP will require generating utilities to submit daily firm electric generation costs for all units based on projected fuel and operating costs. This process is relatively simple for base load units using coal as those fuel prices are stable, however, natural gas pricing is very dynamic and can change on an hourly basis, and the schedule dictated by SPP is not the same as that used by the established natural gas pricing indices.

The electric generation costs to be determined by utilities will need to include multi-day bilateral sales between two utilities, day-ahead energy dispatches to SPP, and real-time energy requirements by SPP, all of which will require several daily discussions between the Department's dispatch staff, our SPP power marketing consultant, Tenaska Power Services (TPS), and the natural gas supplier to determine projected natural gas costs and establish margins that maximize sales, while avoiding exposure to any loss because of unexpected costs.

As the Department is entering a new operating environment, a Request for Proposal was drafted to solicit a natural gas supplier that could provide a consulting relationship with the Department and TPS in determining the power costs for the Burdick Station units, as well as provide natural gas, including transportation and pipeline transaction accounting functions.

Discussion

The Request for Proposal for Natural Gas Supply Services was issued in accordance with City procurement procedures and the proposals were received from the following:

Seminole Energy, Denver, CO
Tenaska Marketing Ventures, Omaha, NE

Seminole Energy has been the natural gas provider to the Department for the last four years. Tenaska Marketing Ventures manages gas transport operations for customers and is a separate business entity from our SPP marketing consultant, Tenaska Power Services, which is based in Fort Worth, Texas, and provides electric utility system management services.

Department management staff reviewed the proposals and, based on the specified evaluation factors, recommend the agreement proposed by Tenaska Marketing Ventures for Natural Gas Supply Services be accepted. This agreement is for a nominal two year term, with provisions for an optional annual extension, or cancellation by either party. It includes a monthly management fee and standard industry terms for gas pricing. These agreements are confidential because of the competitive environment of the natural gas business. The Tenaska proposed agreements are furnished to Council under separate cover.

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 authorize execution of the Tenaska Natural Gas Supply Agreement, NAESB Base Contract, and Special Provisions for providing Natural Gas Supply Services.

Sample Motion

Move to authorize execution of the Tenaska Natural Gas Supply Agreement, NAESB Base Contract, and Special Provisions for providing Natural Gas Supply Services.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
NATURAL GAS SUPPLY SERVICES**

RFP DUE DATE: September 12, 2013 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: August 30, 2013

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Seminole Energy Services
Holdrege, NE

Tenaska Marketing Ventures
Omaha, NE

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

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

P1672

RESOLUTION 2013-327

WHEREAS, the City of Grand Island invited a Request for Proposal for Natural Gas Supply to Burdick Station Power Plant, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 12, 2013, proposals were received, opened and reviewed; and

WHEREAS, it was stipulated that prices would not be publicly disclosed; and

WHEREAS, Tenaska Marketing Ventures of Omaha, Nebraska submitted a proposal in accordance with the terms and requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that an agreement between the City and Tenaska Marketing Ventures of Omaha, Nebraska, for the Natural Gas Supply Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute the Contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-5

#2013-328 - Consideration of Approving Funding of Economic Development Request

Staff Contact: Mary Lou Brown, City Administrator

Council Agenda Memo

From: Mary Lou Brown, City Administrator
Meeting: September 24, 2013
Subject: Approving Economic Development Funding Request
Item #'s: I-5
Presenter(s): Mary Lou Brown, City Administrator

Background

On November 6, 2012, the voters of the City of Grand Island approved a new ten year Economic Development Program. The program is in conformance with Neb. Rev. Stat. 18-2710 and provides for annual funding of \$750,000 by the City.

Discussion

A request has been received from the Grand Island Area Economic Development Corporation, duly approved by the Citizen's Review Committee for payment of \$350,000. Said funds to be used for community marketing, administration, occupancy, and office.

Alternatives

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

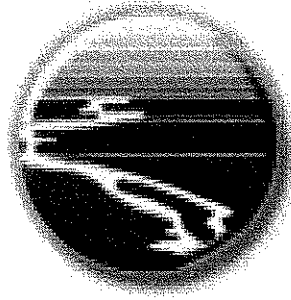
1. Approve the request for funds.
2. Disapprove or Deny the request for funds.
3. Modify the Resolution to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the request for funds.

Sample Motion

Move to approve the request for funds to allow payment of \$350,000 to the Grand Island Area Economic Development Corporation.



CITY GRAND ISLAND, NEBRASKA
ECONOMIC DEVELOPMENT
PROGRAM

Grand Island Area Economic
Development Corporation
Annual Report and Request for Funding

September 24, 2013

Presented by: Randy L. Gard, President

The economic development program is a community tool that encourages and stimulates the growth of quality jobs, attracts permanent investment, broadens the tax base, and diversifies the region's economic base that will lead to new opportunities and options for all citizens, ultimately improving the quality of life for all taxpayers in Grand Island and the surrounding region.

Financing Requested: \$350,000.00 for the 2013/2014 City Fiscal Year. The approved request will be issued in quarterly allocations of \$87,500.

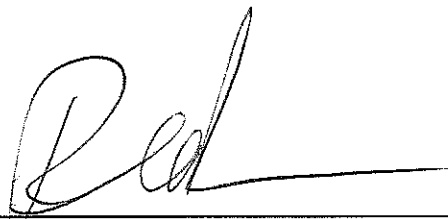
As authorized by State Statute 13-315 and 18-2721(LB-840) and approved by the Citizens of Grand Island on November 6, 2012. Our request will be for the period starting October 1, 2013 thru September 30, 2014.

Funds will be utilized for:

Community Marketing	-	\$154,000
Administration	-	160,000
Occupancy	-	28,000
Office	-	<u>8,000</u>
		\$350,000

The most important thing the Grand Island Area Economic Development Corp. can do for Grand Island is to retain and create jobs and investment. That is what the Grand Island Economic Development Program is all about.

By: _____


Randy L. Gard, President

Grand Island Area Economic Development Corp.
Date Referred to Elected Trustees of the Grand Island
Area Economic Development Corp.:

08/29/2013
(date)

☒ Approved ☐ Disapproved

Comments: _____

By: Ann Martin
Ann Martin, Chairman of the Board

Date Referred to Citizen's Review Committee:

9/10/13
(date)

☒ Approved ☐ Disapproved

Comments: _____

By: Lisa Willman
Lisa Willman, Chairman

RESOLUTION 2013-328

WHEREAS, on November 6, 2012, the voters of the City of Grand Island approved a new ten year Economic Development Program in conformity with Neb. Rev. Statute No. 18-2710; and

WHEREAS, the program provides for \$750,000 in annual funding to be provided by the City of Grand Island; and

WHEREAS, a request has been made by the Grand Island Area Economic Development Corporation and the Economic Development Program's Citizens' Review Committee for the payment of \$350,000 to be used for community marketing, administration, occupancy and office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is given to forward \$350,000 in City funding to the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program in quarterly allocations of \$87,500.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-6

#2013-329 - Consideration of Approving Central Nebraska Humane Society Contract

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: September 24, 2013

Subject: Animal Control Contract with the Central Nebraska Humane Society

Item #'s: I-6

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

The City of Grand Island has a contract with the Central Nebraska Humane Society (CNHS) for providing Animal Control and Pet Licensing services for the City. This contract is set to expire at midnight on September 30, 2013. With the knowledge that the current contract is about to expire, the City advertised for proposals in May 2013. Only one proposal, from the Central Nebraska Humane Society, was received.

Discussion

Pursuant to City Code, the proposal of the Central Nebraska Humane Society was evaluated and contract negotiations were begun. City Administration and the CNHS have reached a mutual agreement. The CNHS will continue to provide Animal Control and Pet Licensing services for the City with no interruption of service.

The new contract is for three years. The contract price is a flat fee of \$360,000.00 per year for a total contract price of \$1.8 million. The CNHS will continue to enforce City Code as it pertains to animals. The CNHS will continue to license pets, collect license fees from area veterinarians and remit the license fees to the City. Hours of operation and fees were updated to reflect actual needs and costs. The CNHS will provide annually a complete copy of their audit to the City for the City's review.

The City will designate a member of the Council to liaison with the CNHS Board of Directors in connection with the duties defined in the contract. Semi-annual meetings between the Executive Director of the CNHS and the City Administrator have been agreed to.

Alternatives

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

1. Move to approve
2. Move to deny

Recommendation

City Administration recommends that the Council approve Resolution 2013-329 authorizing execution of the contract with the Central Nebraska Humane Society.

Sample Motion

Move to approve Resolution 2013-329 to authorize the Mayor to execute the contract with the Central Nebraska Humane Society.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ANIMAL CONTROL SERVICES**

RFP DUE DATE: May 28, 2013 at 4:00 p.m.

DEPARTMENT: Administration

PUBLICATION DATE: April 24, 2013

NO. POTENTIAL BIDDERS: 11

SUMMARY OF PROPOSALS RECEIVED

Central Nebraska Humane Society
Grand Island, NE

cc: Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Jaye Monter, Finance Director
Nicki Stoltenberg, Admin. Assist.

P1646

AGREEMENT

THIS AGREEMENT is made on this ____ day of _____, 2013 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as the “City” and the CENTRAL NEBRASKA HUMANE SOCIETY, INC., a Non-Profit Corporation, hereinafter referred to as the “CNHS”.

ARTICLE I. STATEMENT OF PURPOSE

This Agreement will set forth the terms and conditions under which the CNHS shall administer and enforce the ordinances of the City pertaining to animals in accordance with the party’s mutual objectives and principles. This Agreement will address the sheltering, care, and disposition of such animals. It is agreed that humane treatment of animals, protection of the public and compliance with the law are the primary objectives of enforcement.

ARTICLE II. TERM OF AGREEMENT

This Agreement shall take effect on October 1, 2013, upon its approval by the City Council and execution by the Mayor and shall continue in full force and effect for thirty-six (36) months through September 30, 2016. It is specifically agreed and understood that either party shall have the right to terminate this Agreement at any time by giving the other party sixty (60) days written notice in advance of the termination date.

ARTICLE III. CNHS DUTIES

In the performance of this Agreement, the CNHS shall have the following duties:

- A) The CNHS shall furnish, maintain and operate an animal control shelter with equipment, supplies and facilities to be utilized in connection with the CNHS’s

performance of this Agreement. The CNHS shall respond and investigate complaints of violations of Chapter 5 of the Grand Island City Code (hereinafter referred to as “the Code”) in a professional and efficient manner and shall endeavor to educate citizens regarding the City’s Animal Ordinance, the humane treatment of animals, and the reasons for the applicable policies and actions in the course of daily contact with the public.

B) Animal Control shall remain open during all normal business hours of the CNHS which are hereby defined as Monday through Friday from 10:00 a.m. to 6:00 p.m., Saturday from 10:00 a.m. to 5:00 p.m. and Sunday from 1:00 p.m. to 5:00 p.m. excluding the following holidays as observed by the City of Grand Island:

- 1) New Year’s Day – January 1
- 2) Memorial Day – Last Monday in May
- 3) Independence Day – July 4
- 4) Labor Day – First Monday in September
- 5) Veteran’s Day – November 11
- 6) Thanksgiving Day – Fourth Thursday in November
- 7) Day after Thanksgiving Day
- 8) Christmas Day – December 25

For those holidays which shall fall on a weekend, the Animal Control shall also be closed on the day of observation by the City as well as the holiday itself. Due to lack of business at the CNHS, Animal Control shall be closed on the following two (2) holidays not observed by the City of Grand Island: Easter Sunday and Mother’s Day.

C) The CNHS shall maintain its business telephone and records at the animal control shelter and shall provide all services in the ordinary course of business in a courteous and efficient manner.

D) The CNHS shall employ at least three (3) full time officers and such additional personnel as is necessary to fulfill the requirements of this contract and two (2) vehicles for the purpose of staffing the animal control shelter and providing services in the

administration and enforcement of the Code pertaining to animals within the city limits of Grand Island. At least one (1) Animal Control Officer shall be on duty during all business hours of the CNHS. Animal Control Officer hours shall be from Monday through Friday from 7:30 a.m. until 6:00 p.m., and on Saturday and Sunday from 7:30 a.m. to 5:00 p.m. An Animal Control Officer shall be on-call for Priority One calls at all times that the Animal Control Officer is not regularly scheduled. Priority One calls are detailed in Exhibit "A" to this Contract. The name and telephone number of said on-call Animal Control Officers shall be maintained with the Communication Center. The CNHS will notify the City of any changes of scheduled Animal Control Officer hours at least ten (10) days prior to any change. No reduction in the number of scheduled hours will be made without the consent of the City.

E) The CNHS will provide employees and equipment on standby for emergency services such as bite cases, ill/injured animal cases, dangerous or vicious animals as defined by the Code, picking up and transporting animals that have been confined, and bite/rabies investigation.

F) Animal Control Officers shall investigate during normal business hours complaints concerning violations of the Code and shall take such steps as are necessary to administer and enforce said ordinances.

G) During business hours, the CNHS shall collect and dispose of all deceased animals except domestic livestock found upon City streets, alleys, avenues or other property owned by or controlled by the City weighing seventy-five (75) pounds or less. The CNHS will coordinate with the City's Public Works Department, specifically the Streets

Division, for the removal of deceased animals larger than seventy-five (75) pounds or the CNHS equipment capacity.

H) During regular business hours, the CNHS shall collect and remove domestic animals and other animals found running at large within the corporate limits of the City and, at the discretion of the Animal Control Officer, return such animals to their owners, issue a citation or impound and care for such animals in a humane manner.

I) The CNHS, or their designees, shall collect all fees for pet licenses and issue annual pet licenses at the CNHS pursuant to the Code or as they may be able to arrange, and shall maintain animal records and pay the expenses in connection with said licensing. The CNHS shall remit quarterly to the City the \$1.00 State pet license fee. The CNHS shall remit quarterly all pet license fees collected. The CNHS shall keep \$5.00 per license issued by the CNHS. The designee(s) of the CNHS shall keep \$5.00 of each pet license sold by them, with the CNHS remitting the remainder of the fee collected from the designee(s) to the City.

J) The CNHS shall provide to the City a copy of all licenses issued by the CNHS or their designees. Copies of pet licenses will be delivered to the City Attorney, or their designee, monthly. Upon reasonable advance notice, the City may audit the records of CNHS regarding animal control and pet licensing.

K) The CNHS shall retain all fees collected from the impounding, boarding, observation, adoption, redemption or sale of animals found within the corporate limits of the City. Animals held by the CNHS, in its capacity of Animal Control, at the direction of the City for a period in excess of twenty (20) calendar days, shall incur a fee of \$20.00 per day per animal, which the CNHS shall bill monthly to the City, and the City shall

remit payment therefore within thirty (30) days after legal proceedings have been concluded, or surrender of the animal(s) occurs. It is agreed that this fee will not apply to instances where an animal is being held for rabies observation.

L) The CNHS shall provide adoption services pursuant to its published policies, procedures and mission statement, and in compliance with any applicable holding requirement contained within the Code.

M) Animal Control Officers shall be empowered to issue warning citations in connection with the performance of their duties and refer complaints and requests for prosecution for violations of the Code to the City Attorney, or their designee.

N) The CNHS shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which shall be maintained on file with the City Clerk. A current set of written policies and procedures is attached hereto as Exhibit "B" and made a part hereof by reference. All future amendments to the written policies and procedures shall be submitted to the Grand Island City Administrator for his/her comment and input at least thirty (30) days prior to implementation except in instances of an emergency.

O) The CNHS shall maintain a published list of charges for all of its services and products; a current copy of which shall be maintained with the City Clerk. A current copy of charges for services and products is attached hereto as Exhibit "C" and made a part hereof by reference. All future amendments to the list of charges shall be submitted to the City Administrator for his/her comment and recommendations at least thirty (30) days prior to their institution except in instances of an emergency.

P) The CNHS shall collect all fees in connection with its performance of this Agreement, and maintain complete financial records concerning its receipts and expenditures in connection with the performance of this Agreement and shall provide copies of current financial statements pertaining to Animal Control and pet licensing to the City upon request. Upon request, the CNHS will make all of their financial records concerning the performance of this Agreement available to the City for review or audit.

Q) The CNHS shall file a quarterly activity report with the City Administrator concerning its activity in connection with its performance of this Agreement. Specific requirements for the quarterly report are set forth in Exhibit “D”. The CNHS will each year, during the month of May, prepare an annual report and then present that report to the Grand Island City Council at the discretion of City Administration.

R) The CNHS and the City shall maintain for a period of two (2) years, written records of citizen complaints of a significant nature relating to animals and the operations of Animal Control within the corporate limits of the City. Copies of complaints shall be sent to the City Administrator when received at the CNHS. Complaints received by the City will be reviewed by the City Administrator and brought to the attention of the CNHS when deemed appropriate.

S) The CNHS shall impound all animals which have bitten or are suspected of biting any person for the number of days required by the Code and State Statutes in order that such animal may be observed for rabies. The CNHS shall report all bites to the Central District Health Department within five (5) days and shall file copies of any medical reports it receives in connection with suspected bites with the said department. The

Central District Health Department shall be the ultimate responsible agency for rabies control.

T) The CNHS shall purchase and maintain during the term of this Agreement, or its renewals, insurance providing the following coverage and shall file certificates of insurance with the City Clerk:

(1) Employee's liability and Workmen's Compensation Insurance if required by laws of the State of Nebraska.

(2) Automobile public liability and property damage insurance with minimum limits of \$1,000,000 single limit.

(3) Public liability insurance, including premises insurance for the animal shelter, with minimum limits of \$1,000,000 single limit and the City shall be listed as an additional named insured. Said certificates of insurance shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

U) The CNHS agrees to refrain from performing the function of animal control or performing the duties set forth in this Agreement for any other jurisdiction or political subdivision until such time as the CNHS has written agreements with such other entity. The CNHS shall maintain on file with the Grand Island City Clerk current copies of its written Agreements with other jurisdictions or political subdivisions.

V) The CNHS shall annually deliver to the City a complete copy of the annual audit/financial review of the CNHS. The CNHS shall deliver this to the City within thirty (30) days of completion and receipt by the CNHS.

ARTICLE IV. DUTIES OF CITY

In the performance of this Agreement, the City shall have the following duties:

- A) The City shall cooperate with the CNHS whenever necessary to aid in the enforcement and administration of the Code. The City shall designate a member of the Grand Island City Council to liaison with the Board of Directors of the CNHS in connection with the duties of this contract.
- B) The Communication Center will receive telephone calls concerning violations of the Code at all times. The Animal Control Officer will only respond to after-hours calls if they are defined as Priority One calls. The term Priority One calls is further defined on Exhibit "A".
- C) During the term of this Agreement, the City shall pay to the CNHS the amounts authorized by the Mayor and City Council as shown in its adopted budgeted statements and annual appropriation ordinances. The total yearly contract price for the duration of this contract is \$360,000.00 that will be paid annually in twelve (12) equal monthly installments of \$30,000.00 beginning in October 2013 and continuing through September 30, 2016.
- D) The City shall inform the CNHS of any revisions or amendments to the Code.
- E) During the period that this Agreement is in effect, the City and the CNHS shall conduct meetings a minimum of two (2) times per year for the purpose of reviewing the performance of the CNHS in connection with the Agreement. For the purposes of such meetings, the representatives shall be the Executive Director of the CNHS (or his/her designee) and the City Administrator (or his/her designee). The meetings will be set at the discretion of the City.

F) The annual pet license fees shall be approved by the City Council. All other fees and charges in connection with the performance of this Agreement shall be established by the City subject to comment and input by the CNHS as set forth herein except in instances of an emergency.

ARTICLE V. CHOICE OF LAWS

This Agreement shall be construed to be in accordance with the Grand Island City Code and the laws of the State of Nebraska.

ARTICLE VI. INDEMNIFICATION

The CNHS will indemnify and hold harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the CNHS, its contractors, agents or servants in connection with the operation of the shelter or in the performance of related duties.

ARTICLE VII. ASSIGNMENT

The CNHS shall not assign its rights under this Agreement without the express prior written consent of the City.

ARTICLE VIII. INDEPENDENCE OF THE CNHS

During the term of this agreement, the CNHS, its officers, employees, agents, and volunteers, shall act in an independent capacity and not as officers, employees, or volunteers of the City.

ARTICLE IX. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

The CNHS is an Equal Opportunity Employer. It is the intent of the CNHS to provide equal employment opportunity in its employment practices for all persons and will not

discriminate on the basis of race, color religion, sex, sexual orientation, age or national origin, or against any qualified handicapped/disable individual

ARTICLE X. AGREEMENT

This Agreement constitutes the entire agreement between the CNHS and the City notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

CITY OF GRAND ISLAND, NEBRASKA,

By: _____
Jay Vavricek, Mayor

_____ Date

Attest: _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

Stacy R. Nonhof, Asst. City Attorney

_____ Date

**CENTRAL NEBRASKA HUMANE SOCIETY, INC.,
A Non-Profit Corporation**

By: _____

_____ Date

Attest: _____

APPROVED IN FORM

CENTRAL DISTRICT HEALTH DEPARTMENT

By: _____

Date

Attest: _____

Approved by Resolution 2013-_____

EXHIBIT A

PRIORITY ONE CALLS – RESPONSE IS 24/7

AGENCY ASSISTANCE: A request for police, sheriff, state patrol, fire or health department, etc.

- Dispatch Action and Information Needed: From the agency requesting Animal Control will respond to ALL calls at ALL times.
 1. Name of department requesting assistance
 2. Type of assistance required
 3. Address where assistance required
 4. Name of contact at site
 5. Other pertinent information for animal control officer, i.e., hazardous material, specific equipment needed, warrant, etc.
- Call Animal Control Officer's work cell phone first – names and phone numbers to be provided to GIEC

BITES: Labeled Priority One for Animal Control to ensure the public's safety and health. Please Note: Medical attention is very important – washing the injury can limit the infection potential. Required medical attention is contacting a family physician. Minor wounds should be washed with soap and water for five (5) minutes.

- Dispatch Action: Animal Control Officers will respond to ALL bite calls at ALL times.
- Information Needed:
 1. Did the bite break the skin?
 2. Date and time of the bite.
 3. Is immediate medical attention needed?
 4. Location of the victim.
 5. Availability of transportation if needed.
 6. Location and description of the animal.
 7. Is the animal confined?
 8. Name and address of person making the call.
 9. Name and address of animal owner.
- Directions to be given to caller:
 1. If transportation of the victim is required – call ambulance as animal control officer can NOT transport the victim.
 2. If medical attention is required – contact their family physician. For minor wounds – wash with soap and water for five (5) minutes.
 3. Animal control officer will make contact upon arrival with victim and witnesses.

CRUELTY: Generally refers to animals that are beaten, tortured, burned, mutilated or killed. Do not try to move the animal unless necessary. **BE CAREFUL NOT TO BE BITTEN.** If injury is caused by illegal action, i.e., shooting, trapping, poisoning or fighting, have the witnesses remain at the scene or get names and addresses of witnesses.

- Dispatch Action: Animal control officer will respond to ALL calls at ALL times.
- Information Needed:
 1. Is the animal in immediate danger?
 2. Description of the animal.
 3. Location of the animal.
 4. Name and address of owner, if known.
 5. Name and address of abuser, if known.
 6. Type of cruelty, i.e., beaten, tortured, burned, mutilated or killed.
 7. Name, address and phone number of caller.
 8. Name, address and phone number of witnesses.
- Call Animal Control Officers work cell phone first – names and phone numbers to be provided to GIEC.

INJURED ANIMAL: All animals can bite when in pain – do not try to move the animal unless necessary. **BE CAREFUL NOT TO BE BITTEN.** If the caller is the owner of the injured animal, have them call their veterinarian. Animal control officers **SHOULD NOT** transport the animal. IF transportation is requested (911 please do not suggest this) and only if necessary, the animal control officer will transport for a \$25.00 fee. If the injury is caused by illegal action, i.e., shooting, trapping, poisoning, or fighting, have the witnesses remain at the scene or get names and addresses of witnesses.

- Dispatch Action: Animal control will respond to ALL injured animal calls at ALL times, including some types of wildlife.
- Information Needed:
 1. Location of animal.
 2. Type and description of animal.
 3. Name and address of owner.
 4. Cause and extent of the injury (if illegal action cause injury, notify police, sheriff or state patrol).
 5. Is the animal suffering?
 6. Is the animal causing a traffic problem (if so, notify police, sheriff or state patrol)?
 7. Name and address of caller.
 8. Name and address of witnesses.
- Directions to be given to Caller: **DO NOT** try to move the animal unless absolutely necessary. Be careful not to be bitten.

- Call Animal Control Officers work cell phone first – names and phone numbers to be provided to GIEC.

POTENTIALLY DANGEROUS AND DANGEROUS ANIMALS: POTENTIALLY

DANGEROUS is defined as any animal that when provoked; 1) inflicts a non-sever injury on a human or injures a domestic animal either on public or private property, 2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or 3) a specific dog with known propensity, tendency or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

DANGEROUS is defined as any animal that, according to the records of the CNHS; 1) has killed or inflicted severe injury on a human being on public or private property; 2) has killed a domestic animal without provocation while the animal was off the owner's property; or 3) has been previously determined to be a potentially dangerous animal by an animal control officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury or the damage was sustained by a person who at the time, was committing an willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused or assaulted the dog, or who was committing or attempting to commit a crime.

- Dispatch Action: Animal control officer will respond to these calls at ALL times.
- Information Needed:
 1. Location of animal.
 2. Description of animal.
 3. Is the animal confined?
 4. When and where was the animal last seen?
 5. Name and address of owner – if known.
 6. Reason the caller is suspicious of the animal.
 7. Name, address and phone number of the caller.
 8. Is the animal on the “Declared List” maintained by the CNHS?
- Directions to give to the caller:
 1. Stay away from the animal.
 2. Animal control officer will be responding and will need to speak with them.

RABIES (BAT/SKUNKS ONLY) REMOVAL: Rabies is a viral disease that can infect all mammals. Once rabies develops it is almost always fatal. The rabies virus is transmitted through the saliva of an infected animal, usually during a bite. PLEASE

NOTE: Not all animals “foaming at the mouth” have rabies. This is more often a sign of heat stress, running for a long time, having eaten something and vomiting or distemper. Signs of rabies include unusual or abnormal behavior for that animal, i.e., out during daylight hours, not running/avoiding humans.

- Dispatch Action: Animal control will respond to ALL rabies calls at ALL times. These calls will usually be bites, bat removal (dead or alive) and skunk removal (dead or alive).
- Information Needed:
 1. Why the caller feels the animal is rabid.
 2. Location of the suspected rabid animal.
 3. Has the animal come into contact with a human or other animal?
 4. Name, address and phone number of the caller.
- Directions to be given to the caller:
 1. Bats – if inside the residence animal control will respond.
 2. Skunks – caller must maintain a visual of the animal at all times.
 3. Avoid physical contact with the animal.
 4. Animal control officer will be responding and will need to speak with them.
 5. All medical questions are to be referred to their doctor.
- Call Animal Control Officers work cell phone first – names and phone numbers to be provided to GIEC.

EXHIBIT B

Policies and Procedures of the CNHS

Running at Large (sec. 5-34)

Animal control officers will receive a call from GIEC or the public will call the Central Nebraska Humane Society and report that an animal(s) are running at large. The Animal Control Officer when respond to the call. Upon arrival to the reported location the Officer will search for an animal(s) matching the description given. When spotted the Officer will pursue and obtain (by any means) any animal(s) spotted running at large. All animals obtains while running at large will be impounded at the Central Nebraska Humane Society. The Officer has the legal rights to search any open property for animal(s), for any amount of time. If said animal(s) enters fenced yard, officer can enter yard by any means, to obtain animal(s). Officer cannot assume that the animal(s) have entered owner's property.

A) If residents of property are home, officer will make contact with resident after obtaining animal(s), to ensure animal(s) are not property of resident. If animal(s) are not property of resident then the officer will impound the animal at the Central Nebraska Humane Society for a maximum of 72 hours.

B) If animal(s) are property of resident, officer will issue a citation for running at large, and obtain proof of rabies vaccination and city license. If proof of rabies vaccination and city license are unavailable the citation will include rabies vaccination and city license violation charges.

Any interference with said officer while in pursuit of suspected animal(s) will result in a citation for obstruction.

Local Law Enforcement can be called at any time for assistance of the Animal Control Officer. If animal is found being extremely aggressive and is unable to be safely apprehended Local Law Enforcement can be called to handle the situation by any means possible.

If animal(s) are not found, the Animal Control Officer can speak with the reporter to obtain accurate description. The officer may also speak with any witnesses that viewed the animal(s) running at large.

Canine Intake

ACO has brought in dog from Running at Large, or Confined

1. Bring in dog into Surrender Room
2. Grab birth card
3. Scan dog for Microchip

- a. If dog has microchip- write down on birth card
 - b. Look up microchip in PetPoint
 - c. If not in PetPoint leave note for front desk to call about chip registration
4. Prepare Shots (Distemper Parvo, and Bordetella)
5. Give dog shots
6. Spray dog with frontline
7. Take Picture of dog
8. Check Lost Dog Book
9. Finish filling out Birth Card
10. If known owners (or you found owners through tags, or chip) write on bottom of birthcard.
11. Locate open ACO canine Kennel on Dry Erase Board
12. Place dog in designated open kennel in ACO canine
13. Fill out ACO Dry erase board with proper info (Name, Breed, Sex, Age, Date Arrived, Date CNHS property)
14. Place completed Birth Card in Front Desk Basket

Confined Stray (cat or dog)

ACO receives call from GIEC or concerned citizen. Report is made that there is a confined cat/dog.

1. ACO proceeds to reported address
2. ACO retrieves animal and asks if finder can give any information about animal.
3. Returns animal to Shelter
4. Follows Animal intake Procedure
- 5.

BATS (Priority One)

ACO receives report of Bat inside a home or business. MUST BE INSIDE HOME OR BUSINESS, WE DO NOT CATCH BATS OUTSIDE.

1. ACO Proceeds to reported address.
2. Grab Net, Coffee can, and flashlight and enter home/business.
3. Search for Bat (usually like to hide in high dark locations), bats will cry (screech) when item they are clinging to is moved or bumped. You can bump or rattle items on shelves and listen for the cry.
4. If you find bat clinging to something use coffee can to catch (place coffee can directly below bat and use lid to gently push bat down into can)
5. If bat is fling use net to trap bat. Swing net through air and catch bat then quickly (but gently) place net on floor (trapping bat between net and floor) using coffee can gently move can under net below bat. Using gloved fingers pry bats wings

from net so bat will fall into coffee can. Leaving can under net use your other hand to place lid under net and onto the coffee can. DO THIS ALL VERY GENTLY AS THEY ARE ACTUALLY QUITE FRAGIL.

6. Talk to reporter and determine if Bat was in Bedroom with a sleeping person or in a home with a disabled person, or as knowingly bitten anyone.
7. If yes to #6 Bat must be taken back to CNHS and euthanized.
 - a. After euthanized place in plastic zip lock and write date and location found with permanent marker and place in fridge (NEVER FREEZE).
 - b. Follow Rabies preparation procedure.
8. If no to #6 Bat can be relocated to the country, try finding somewhere with lots of trees.

EXHIBIT C

CHARGES FOR SERVICE

Animal Control claim fees per animal:

First Claim: \$25.00

Second Claim: \$50.00

Third Claim: \$75.00

Fourth Claim: \$100.00

Boarding Fee - Impoundment per day until animal claimed: \$12.00 plus tax

Boarding Fee- Rabies observation per day for ten (10) day holding period: \$17.00
plus tax

Rabies release fee/vet visit/rabies vaccination: \$61.00

Surrender in lieu of rabies observation fee: \$25.00

Holding fee at direction of City for legal proceedings: \$20.00

Traps rental deposit: \$50.00 (to be returned if trap returned in good working
order)

Potentially Dangerous animal annual fee: \$100.00

EXHIBIT D
Animal Control Ticket Tracking Chart
Month and Year

Case Type	Total Incidents	Unfounded	Warning	Cited	Complied With Citation/Warning	Referred To City Attorney	Referred to County Attorney	Pending Cites	Notes
Abandoned	0	0	0	0	0	0	0	0	
Attack Case	0	0	0	0	0	0	0	0	
Bite Case	0	0	0	0	0	0	0	0	
City License	0	0	0	0	0	0	0	0	
Cruelty or Neglect	0	0	0	0	0	0	0	0	
Explain Leash Law	0	0	0	0	0	0	0	0	
Livestock	0	0	0	0	0	0	0	0	
Pet Excreta	0	0	0	0	0	0	0	0	
Rabies Vac Required	0	0	0	0	0	0	0	0	
Running at Large	0	0	0	0	0	0	0	0	
Welfare Check	0	0	0	0	0	0	0	0	
Totals	0	0	0	0	0	0	0	0	

Not Citable Incidents		Total Tickets for the Month	
Agency Assist	0	Warnings	0
Bat	0	Citations	0
Confined Stray	0	Total	0
Deceased	0		
Misc./Fuel	0		
Sick/Injured	0		
Wildlife	0		
Total	0		
Total Incidents	0		

Exhibit E

Daily

Money comes in through the front desk and the mail. Daily deposits are required.

Finance Department opens the safe and retrieves the prior day's business and change to reconcile.

- A. Front Desk: The Front Desk takes cash, checks (which are pre-approved) and credit cards. At the end of the day, all money taken in is reconciled on a Daily Cash Record. It is reconciled to the account, i.e. adoptions, claims, boarding, gift shop, etc. and then to the actual "cash." See attachment #1. It is put in to the safe at the end of the day and the Finance Department (FD) double checks the reconciliation the following day. Bank deposit slips and credit card batch totals are confirmed and attached to the Daily Cash Record. Creates a deposit slip using the date of the transactions, enters the information into an Excel spreadsheet to be reconciled at the end of the week. See attachment #2. The spreadsheets are also used to reconcile sales tax.
- B. Mail comes to the FD and is separated. Any invoices are entered into Quickbooks (QB) daily. A deposit slip is created for any money received, entered into the appropriate account and printed.
- C. FD makes sure that there is \$100.00 in change. Makes any necessary change and delivers it to the front desk. It is also kept in the safe overnight.
- D. Any invoices that are due are mailed or paid on-line. A copy of the check stub is attached and the invoice is filed.
- E. All filing cabinet containing cash or sensitive information are locked and kept in a locked office.

Weekly

- A. The money received on a daily basis through the Front Desk are entered into a "transfer account." Once a week, using the excel reconciliation the transfer account is divided into the appropriate accounts. This is where all the money is sent to the account it belongs from the "transfer account," including sales tax.
- B. Checks are printed weekly to pay bills due the following week. The invoices and checks go to the Executive Director for approval. Once they are signed, they are placed in a locked filing cabinet for on-time payments. Generally, this is when the "cash flow forecast" is prepared.

Bi-weekly

- A. Payroll is prepared. See “Entering and Paying Payroll.”

Monthly and Quarterly

- A. Bank accounts are reconciled.
- B. Month ending is performed and reconciled to the Balance Sheet. It is sent to the Board of Directors for approval.
- C. Quarterly, reconcile pet licenses to Quickbooks, which matches the Daily Cash Record and Deposits and submit payment to the city.

Yearly

- A. Accounts are reconciled to the Balance Sheet and sent to the Board of Directors for approval.
- B. Provide the Finance Committee with the information necessary to complete the yearly budget.
- C. All necessary documents are sent to the auditor for verification.

ENTERING AND PAYING PAYROLL

Payroll Process

Timecards

1. Log into timecard system and go through each employee's timecard to verify all check ins/outs are accounted for; all times need to be converted to decimal equivalents (see chart). Watch closely to make sure overtime is accounted for properly, along with any vacation or sick time. Before finalizing vacation and sick time, be sure the employee qualifies for this benefit.
2. Anything over 40 hours in a week is OT.
3. For ACOs, go to the On Call Log (in their black storage cabinet) and write down their calls for the payroll time period. Make sure you note the date and the duration of time. Add the time to timecards. This is paid at time and a half.
4. Print out timecards and total sheet for all employees.
5. Give the Front Office and Feline department employee time cards to Janet and the ACO and ACT time cards to Laurie for approval.

Spreadsheet (found in U: drive)

1. After approval, enter all timecard information into the Payroll spreadsheet for the proper payroll period. Verify the total hours match the total hours of all the timecards.
2. After verifying all information on the spreadsheet, save it with the name of the Payroll Period, then print a copy of **only Page 1**.

Quickbooks

1. Go into the Payroll Center.
2. Open "enter scheduled payroll."
3. Open "payroll detail."
4. Enter employee's hours.
5. Print payroll checks. Use plain paper to print checks that will be direct deposited. Use check numbers from "On-Line Check Number" list. Add to numbers to list. Print checks that are not being direct deposited for Laurie's signature. (Note: remember to change check numbers.)
6. Print "Client-ready Payroll Report." It will be used to enter the direct deposit information.
7. Cut the stubs off the plain paper "checks" and remove stubs from "regular" checks. Keep with payroll documentation.
8. Distribute checks on Friday following the end of pay period by 10 a.m.

Bank Deposit

1. Go to www.5pointsbank.com
2. Click on Business tab. Select bank. Enter Access ID and click to log-in.
3. Enter password (include access code) and click to log-in.
4. Under Funds Management, choose Web ACH.
5. Click on File.
6. Click Open and find your .ach file in the payroll folder on the U: drive.
(Remember which file you are using.)
7. Enter the effective date and new payroll information. You will be entering over the prior entry.
8. After entering, go to view and verify that debits and credits balance to zero.
9. Print page.
10. Save as a NACHA file. (This will have the .ach extension.)
11. Click on File and Close. Then click on File and Exit.

You have created the payroll file and are now going to transfer the funds from our account to the employee's account.

1. Under Funds Management, go to Transfer list.
2. Click on the transfer file for your payroll. Use #1, the second file should be used for add-ons.
3. Enter the amount of debit and credit from the page that you printed. Obviously, the debit and credit are equal.
4. Select the browse button to locate your payroll file on the U: drive.
5. Open the file that is your payroll file with the .ach extension.
6. Click submit. The upload process may take a few seconds.
7. After receiving a Confirmation Number, print page.
8. As a double check, under Funds Management, click on Transfer Issued to see that file was sent and approved.
9. Keep all documentation and file.

Notes: Transaction codes:

27 = Withdrawal from Checking

22 = Deposit to Checking

32 = Deposit to Savings

37 = Withdrawal from Savings

^^^^Also, after doing the first payroll of the month, it is a good time to take care of the ACH Donation withdrawals for the following month.^^^^

RESOLUTION 2013-329

WHEREAS, the City of Grand Island invited Requests for Proposals for Animal Control and Pet Licensing, a copy of which is on file with the City Administrator's office; and

WHEREAS, on May 28, 2013 proposals were received, opened and reviewed, and evaluated; and

WHEREAS, the Central Nebraska Humane Society submitted a bid in accordance with the terms of the Request for Proposals, and plans and specifications and all other statutory requirements contained therein; and

WHEREAS, the proposal of the Central Nebraska Humane Society, meets all of the requirements for Animal Control and Pet Licensing; and

WHEREAS, negotiations between the City of Grand Island and the Central Nebraska Humane Society were had; and

WHEREAS, the City of Grand Island and the Central Nebraska Humane Society came to a mutual agreement; and

WHEREAS, the term of the contract will be for three (3) years; and

WHEREAS, the contract will be for a flat fee of \$360,000.00 per year for a total contract price of \$1,800,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract with the Central Nebraska Humane Society, in the amount of \$360,000.00 per year or \$1,800,000.00 in total, for Animal Control and Pet Licensing, is hereby approved, and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-7

#2013-330 – Consideration of Amending the Fee Schedule Relative to Animal Control Services

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: September 24, 2013

Subject: Consideration of Approving Updated Animal Control Fees for City of Grand Island Fee Schedule

Item #'s: I-7

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

The City of Grand Island has a contract with the Central Nebraska Humane Society (CNHS) for providing Animal Control and Pet Licensing services for the City. As part of that contract, the CNHS advises the City on appropriate fees for Animal Control and Pet Licensing. This contract is set to expire at midnight on September 30, 2013. During the negotiations of a new contract, proposed changes to the City's Fee Schedule were discussed.

Discussion

The proposed changes to the current Fee Schedule that was incorporated into the City's 2013-2014 budget that was passed on September 10, 2013 are as follows:

1. An increase of \$10.00 for the license fee for dogs or cats that are not spayed or neutered. This is proposed as an incentive for pet owners to get their animals spayed or neutered so as to help reduce the number of animals in the City – especially the number of strays.
2. An increase of \$3.00 per day for boarding when the animal has been impounded. This is to help defray the increased costs of care for impounded animals.
3. An increase of \$3.95 in the daily fee for legal proceeding holding fees. This is to help defray the increased costs of care for animals that are ordered held by the City as “evidence” in a legal proceeding.

The proposed changes to the Fee Schedule reflect the increased costs of care that the CNHS incurs when they have the animal in their care.

The updated Animal Control Services portion of the Fee Schedule if adopted will be:

	2012	2013	2014 Adopted	2014 Proposed
ANIMAL CONTROL SERVICES				
Pet License Fee - Un-neutered/un-spayed	31.00	31.00	31.00	41.00
Pet License Fee - Neutered/Spayed	16.00	16.00	16.00	16.00
**\$5.00 per license retained by registered veterinarian making sale				
Pet License Replacement Fee	5.00	5.00	5.00	5.00
License Fees-late fee of \$10.00 after Feb 1	10.00	10.00	10.00	10.00
Impoundment Fee - 1st Offense*	25.00	25.00	25.00	25.00
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00	50.00
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00	75.00
Impoundment Fee - 4th Offense*	100.00	100.00	100.00	100.00
*Impoundment includes a per day boarding fee				
Boarding Fee - Impoundment	12.00+tax/day	12.00+tax/day	12.00+tax/day	15.00+tax/day
Boarding Fee - Rabies observation	17.00+tax/day	17.00+tax/day	17.00+tax/day	17.00+tax/day
Rabies Testing - There is no charge when Animal Control is dealing with a bite case or wildlife that is required to be tested. If the public is requesting an animal to be tested that is on the required testing list and AC/Cnhs is not involved with the incident there is a charge.	15.00	45.00	45.00	45.00
Rabies observation transportation fee	25.00	25.00	25.00	25.00
Legal Proceeding holding fee	16.05+tax per day	16.05+tax per day	16.05+tax per day	20.00+tax per day
Deemed "Potentially Dangerous" fee	100.00	100.00	100.00	100.00
Micro chip	25.00 per animal	25.00 per animal	25.00 per animal	25.00 per animal
Live trap rental \$50.00 deposit per trap. When trap is returned in working order, there is a refund of \$40.00	50.00 deposit	50.00 deposit	50.00 deposit	50.00 deposit
	40.00 refund when returned	40.00 refund when returned	40.00 refund when returned	40.00 refund when returned
Adoptions: Neutered/spayed				
Adoption fees can be lower depending on length of stay, age and color pet. This is for both cats and dogs. Average fee is \$100.00				
Dogs	100.00 + tax	100.00 + tax	100.00 + tax	100.00 + tax
Cats & Kittens	100.00 + tax	100.00 + tax	100.00 + tax	100.00 + tax
Pickup and disposal of dead animals at owner's request	25.00	25.00	25.00	25.00
Removal of wildlife from the home, garage or yard at home owner's request				
During business hours	N/C	N/C	N/C	N/C
(No charge for removing skunks or bats)				

Alternatives

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

1. Move to approve
2. Move to deny

Recommendation

City Administration recommends that the Council approve Resolution 2013-330 authorizing the amendment to the 2013-2014 Fee Schedule as it pertains to Animal Control and Pet Licensing.

Sample Motion

Move to approve Resolution 2013-330 authorizing the amendment to the 2013-2014 Fee Schedule for Animal Control and Pet Licensing fees.

RESOLUTION 2013-330

WHEREAS, the 2013-2014 budget process required an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the City Council adopted the 2013-2014 Budget at the September 10, 2013 meeting; and

WHEREAS, during contract negotiations with the Central Nebraska Humane Society new fees were proposed; and

WHEREAS, the previously adopted Fee Schedule needs to be amended to reflect the updated Animal Control fees; and

WHEREAS, the proposed changes to the Animal Control portion of the fee schedule are:

1. An increase of \$10.00 for a revised fee of \$41.00 for the license fee for dogs or cats that are not spayed or neutered.
2. An increase of \$3.00 per day for a revised fee of \$15.00 per day for boarding when the animal has been impounded.
3. An increase of \$3.95 for a revised fee of \$20.00 in the daily fee for legal proceeding holding fees.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2013-2014 Fee Schedule be amended to include the updated Animal Control fees.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-8

#2013-331 - Approving Wastewater Cost of Service Based Rates

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: September 24, 2013

Subject: Approving Wastewater Cost of Service Based Rates

Item #'s: I-8

Presenter(s): Marvin Strong PE, Wastewater Plant Engineer

Background

The Wastewater Division of the Public Works Department is an enterprise fund with no property tax dollars used to support the division. The entire budget comes from wastewater customers through sanitary sewer bills. The sewer bill for a residential customer is based on usage and standard strength for residential sewage. The sewer bill for commercial and industrial customers is based on usage plus an extra strength component. A cost of service based rate study looks at all costs for the operation and allocates those costs of service to the customer classes according to the costs of providing service. Rates are then designed to equitably cover those costs.

The current sanitary sewer rates are based on Resolution No. 2011-100, which was approved by City Council on April 26, 2011.

The cost of service based rate study, which was performed by Black & Veatch of Kansas City, Missouri, was presented to City Council at the September 17, 2013 study session.

Discussion

The final waste water cost of service based rate study report is now complete and ready for council approval. The final report includes recommended rates for fiscal years 2013 through 2016. It has been recommended that the first year of rate adjustments will come into effect October 1, 2013 with the future increases commencing on October 1 in the following years, and will be considered by the council along with other city rates as part of the normal budget process.

The attached Fee Schedule contains several additions:

1. Miscellaneous Laboratory Fees
2. Sump Pump Waste Disposal
3. Bulk Industrial Waste Discharge (negotiated)

The Wastewater Division conducts assorted laboratory tests for the industrial dischargers and is reimbursed for their efforts. The fee schedule codifies the laboratory testing fees and brings them into alignment with current costs.

The Nebraska Department of Environmental Quality (NDEQ) is enforcing the rules and regulations for disposal of sump pump waste (car/truck washes). This fee covers the cost of disposing of sump pump waste within the NDEQ rules and regulations. The contractors removing the sump pump waste have to provide laboratory test results indicating the waste is non-hazardous.

The Bulk Industrial Waste Discharge (negotiated) is for industrial waste that is hauled to the Grand Island Wastewater Treatment Plant. The rate is based, in part, on laboratory test results. Different Laboratory test results may generate different rates.

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 a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the final wastewater cost of service based rates, including the noted additional charges.

Sample Motion

Move to approve the resolution.

Final Fee Schedule for 2014	2011	2012	2013	2014	2014 Changes
WASTEWATER TREATMENT (as Approved by Ordinance)					
Sewer Tap Permit (See engineering fees)					
Sewer Service Charge per month	8.24	8.24	8.24	8.24	
Monthly sewer bill for customers not hooked to City water	19.84	19.84	19.84	19.84	
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.63	0.68	0.68	0.68	
SEPTIC TANK CHARGES					
Charges for Septic Tank Sludge minimum fee	8.00	8.40	8.40	8.40	
Charges for Septic Tank Sludge per 100 gallons	7.20	7.40	7.40	7.40	
Charges for High Strength Septic Sludge per 1,000 gallons	410.00	420.00	420.00	420.00	
FLOW CHARGES (Changes effective 1-1-2012) *					
Cost per 100 Cubic feet of Flow (customers discharging directly into City's Treatment Plant)	1.20	1.18 *	1.1800	1.1800	
Cost per 100 Cubic feet of Flow (customers using City's collection system)	1.68	1.78 *	2.0800	2.4200	2.52
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	0.7770	.78 *	1.0300	1.3900	1.47
INDUSTRIAL WASTE SURCHARGES (Chg effective 1-1-2012) *					
BOD Charge \$/lb over 250 mg/l	0.3042	0.3633 *	0.3844	0.3869	0.3844
SS Charge \$/lb over 250 mg/l	0.2180	0.245 *	0.2533	0.2442	0.2553
Oil & Grease \$/lb over 100 mg/l	0.1465	0.077 *	0.0819	0.0762	0.0832
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5701	0.5701 *	0.5701 *	0.5701 *	
Ammonia (over 30 mg/l)		0.5701 *	0.5701	0.5701	
Nitrates (over 25 mg/l)					1.8739
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES (Changes effective 1-1-2012) *					
BOD Charge (\$/lb over 0 mg/l)	0.3042	0.3633 *	0.3844	0.3869	0.3844
SS Charge (\$/lb over 0 mg/l)	0.2180	0.245 *	0.2533	0.2442	0.2553
Oil & Grease (\$/lb over 0 mg/l)	0.1465	0.077 *	0.0819	0.0762	0.0832
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5701	0.5701 *	0.5701	0.5701	
Nitrates (over 25 mg/l)	1.8372	1.8739	1.8739	1.9959	1.8739
BULK INDUSTRIAL WASTE DISCHARGE (per gallon) [negotiated]					0.05
SUMP PUMP WASTE DISPOSAL (per gallon)					0.15
LABORATORY ANALYSIS					
BOD					30.00
CBOD					30.00
Chloride					10.00
Conductivity					7.50
Nitrogen, Ammonia					9.00
Nitrogen, TKN					13.50
Oil and Grease					50.00
pH					5.00
Total Suspended Solids					20.00
Alkalinity					10.00
Chlorine, Free					10.00
COD					45.00
Nitrogen, Nitrite					20.00
Phosphorus, Total					20.00
SAMPLE COLLECTION FEE					30.00
HYDROGEN SULFIDE CHARGES					

RESOLUTION 2013-331

WHEREAS, at the September 17, 2013 City Council Study Session, representatives from the engineering consulting firm Black & Veatch Corporation of Kansas City, Missouri presented tables and allocations for a wastewater cost of services based rate study; and

WHEREAS, the final wastewater cost of service based rate study report has been finalized by Black & Veatch and is now complete; and

Whereas, the Fee Schedule has been revised to include Laboratory Fees, Sump Pump Waste Disposal and Bulk Industrial Waste Discharge (negotiated).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the final Wastewater Cost Based Rate Study report as prepared by engineering consulting firm Black & Veatch Corporation of Kansas City, Missouri and the additions to the Fee Schedule are hereby approved and adopted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-9

#2013-310 – Consideration of Authorizing the Legal Department to Acquire Certain Real Estate through Eminent Domain

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: September 24, 2013

Subject: Consideration of Authorizing the Legal Department to Acquire Certain Real Estate through Eminent Domain

Item #'s: I-9

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

Background

Over the last few months the Legal and Public Works Departments have attempted to purchase approximately eighty acres of pasture land located north of Eagle Scout Lake along Highway 2. The Public Works Department wishes to convert this parcel into a detention cell to allow the City of Grand Island (City) to better control storm water runoff and drainage affecting Northwest Grand Island. City staff made reasonable offers to the listed owner in excess of the fair market value to no avail.

Discussion

Since the proposed use of the land is for a public purpose, Chapter 76, Article 7 of the Nebraska Revised Statutes permits the City to acquire it through eminent domain. This would be accomplished through a Petition to Condemn Real Property filed in the Hall County Court.

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

The City Administration recommends the Council approve Resolution 2013-310 to authorize the Legal Department to acquire certain real estate for public use through Eminent Domain.

Sample Motion

Move to approve Resolution 2013-310 authorizing the Legal Department to acquire certain real estate for public use through Eminent Domain.



N →

REVISIONS		SURV. BY:	
DATE	BY	DATE	DATE
		DR. BY:	
		DATE:	
		CHK. BY:	
		DATE:	
		APPR. BY:	
		DATE:	

MOORE'S CREEK DRAINWAY EXTENSION
 GRAND ISLAND, NEBRASKA

DRAWING NO.:
 Moore's Creek_PBASE.dwg

R E S O L U T I O N 2013-310

WHEREAS, the City of Grand Island has sought to acquire real property consisting of the West ½ of the Southeast ¼ of the Lake Township located in Hall County, Nebraska for a public purpose; and

WHEREAS, City staff has made numerous market based offers for this real property but those offers have been rejected by the listed owner; and

WHEREAS, in light of the owners rejection of the City's offers, the City must exercise its power of Eminent Domain to acquire the real property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Legal Department is hereby authorized to acquire the above described real estate through Eminent Domain by filing a Petition to Condemn Real Property in the Hall County Court.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
September 20, 2013	▣ City Attorney



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item J-1

Approving Payment of Claims for the Period of September 11, 2013 through September 24, 2013

The Claims for the period of September 11, 2013 through September 24, 2013 for a total amount of \$7,123,259.87. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item X-1

Strategy Session with Respect to Pending Litigation

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert Sivick



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item X-2

Strategy Session with Respect to Real Estate Acquisition

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



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item X-3

Strategy Session with Respect to Litigation which is Imminent as Evidenced by Communication or Treat of Litigation to or by the Public Body

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